Terms of Service

ICEPANEL TECHNOLOGIES, INC. ("**ICEPANEL**") OWNS AND OPERATES THE SERVICES DESCRIBED AT WWW.ICEPANEL.IO (THE "**WEBSITE**") AND MADE AVAILABLE THROUGH OUR PROPRIETARY PLATFORM (COLLECTIVELY WITH THE WEBSITE, THE "**SERVICES**"). THESE TERMS OF SERVICE APPLY TO ALL USERS WHO SIGN UP FOR OR OTHERWISE SUBSCRIBE TO OR USE THE SERVICES (INCLUDING ALL OF THE CONTENT ON OR AVAILABLE THROUGH THE SERVICES), INCLUDING USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THE SERVICES (COLLECTIVELY, "YOU", "YOUR" AND SIMILAR).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY USING THE SERVICES YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN DO NOT USE THE WEBSITE OR THE SERVICES OR ACCESS ANY OF THE CONTENT MADE AVAILABLE THROUGH EITHER THE SERVICES OR WEBSITE. THESE TERMS OF SERVICE MAY BE AMENDED OR UPDATED BY ICEPANEL FROM TIME TO TIME WITH 30 DAYS NOTICE POSTED ON ICEPANEL'S TRUST CENTER (trust.icepanel.io/updates). THE TERMS OF SERVICE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE WEBSITE OR THE SERVICES, AND IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF SERVICE FOR ANY CHANGES. YOUR USE OF THE WEBSITE AND THE SERVICES AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF SERVICE SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS. ANY NEW FEATURES THAT MAY BE ADDED TO THE WEBSITE AND THE SERVICES FROM TIME TO TIME WILL BE SUBJECT TO THESE TERMS OF SERVICE, UNLESS STATED OTHERWISE. YOU SHOULD VISIT THIS PAGE PERIODICALLY TO REVIEW THESE TERMS OF SERVICE.

ICEPANEL is providing access to the Service to Users who have registered for the Services on the Website and paid a fee where applicable ("**Registered Users**"), who will be provided with access to the modeling tool made available through the ICEPANEL proprietary platform.

1. Provision and Use of the Service.

   a. Provision of the Services. Where you subscribe for the Services, whether through an online subscription through the Website, an order form or similar (together, an "**Order**"), ICEPANEL will make the Service available to you on the terms of the Order and these Terms of Service, which together form the "**Agreement**".
   b. Subscriber Responsibilities. You are responsible for all activities that occur in your Registered User accounts and for your employees', contractors', customers' and agents' compliance with this Agreement. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data, including ensuring that You have obtained any necessary consents, and made any necessary disclosures, to enable ICEPANEL to perform its obligations under this Agreement; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services through User accounts and notify ICEPANEL promptly of any such unauthorized access or use; and (iii) comply with all applicable local, provincial, state, federal and foreign laws in using the Service.
   c. Use Guidelines. You shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party (other than any affiliate), other than as required to provide the Services to Users as contemplated by this Agreement; (ii) use the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) use the Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (iv) use the Services to send or store malicious code; (v) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vi) attempt to gain unauthorized access to the Services or its related systems or networks; or (vii) use the Services in violation of

any laws, including any laws related to privacy and the protection of personal information.

d. Incremental Services. From time to time, certain additional ICEPANEL or third-party functionality (such functionality being deemed not to be part of the Service) may be made available by ICEPANEL to You (in the case of third-party functionality, such functionality being made available on a pass-through basis pursuant to terms specified by the third-party provider of such functionality), and which additional functionality may be purchased by You for additional fees in accordance with such mutually agreed upon terms and conditions as may be applicable to such additional functionality (such terms and conditions prevailing in the event of any inconsistency with the terms and conditions of this Agreement). You shall be under no obligation to purchase such functionality and failure to purchase such functionality shall not interfere with Your use of the Services.

e. Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. ICEPANEL may include the name and logo of the other party in lists of customers or vendors, but will cease this use at Subscriber's written request.

f. Services. ICEPANEL does not guarantee the accuracy, integrity or quality of content in the Services. Under no circumstances will ICEPANEL be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials or any defects or errors in any printing or manufacturing, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available in the Services. The information and materials in the Services may contain technical inaccuracies or typographical errors. Certain materials in the Services may have been submitted by viewers or other participants in the various forums in the Services. ICEPANEL may alter, suspend, or discontinue the Services at any time and for any reason or no reason, without notice. The Services may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. ICEPANEL may periodically add or update the information and materials in the Services without notice.

2. Proprietary Rights.

a. Reservation of Rights. Subject to the limited rights expressly granted hereunder, ICEPANEL reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

b. Restrictions. You shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service; (d) frame or mirror any content forming part of the Service; (e), access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; or (f) use all or any portion of the Services for hazardous purposes requiring fail-safe performance, such as aircraft navigation, air traffic control, or weapons systems, in which the failure of the Services could lead directly to death, personal injury, or severe physical or environmental damage.

c. Subscriber Data. As between You and ICEPANEL, You exclusively own all rights, title and interest in and to all electronic data or information submitted by You through the Services ("Subscriber Data"). For the avoidance of doubt, Subscriber Data does not include information accessed by ICEPANEL from third party sources. You hereby grant ICEPANEL and its affiliates a royalty-free, non-exclusive, non-transferable (except as provided in Section 15 (Assignment)) license to the Subscriber Data to the extent required for ICEPANEL to perform its obligations pursuant to this Agreement. ICEPANEL may create aggregated or anonymized statistical analytics from Users' use of the Services and Subscriber Data processed through the Services ("**Aggregated Statistics**"), which Aggregated Statistics shall not include any underlying Subscriber Data nor shall it otherwise be capable of referencing back to

Users. As between You and ICEPANEL, ICEPANEL shall own all rights to such Aggregated Statistics free from encumbrance.

d. Feedback. We welcome your suggestions, comments and feedback on the Services ("**Feedback**") as it helps us to make improvements to the Services. If you provide ICEPANEL with any Feedback to ICEPANEL, ICEPANEL may use such Feedback in the Services or in any other ICEPANEL products or services (collectively, "**ICEPANEL Offerings**"). ICEPANEL shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any feedback provided by You relating to the operation of the Services. Accordingly, You agree that: (a) ICEPANEL is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to ICEPANEL, (c) ICEPANEL (including all of its successors and assigns and any successors and assigns of any of the ICEPANEL Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any ICEPANEL Offerings, and (d) You are not entitled to receive any compensation or re-imbursement of any kind from ICEPANEL or any of the other users of the Services.

3. FEES. Your access to and use of the Services is subject to Your payment of the applicable fees due for the Services selected by You, which may be on an monthly or yearly basis ("**Fees**") set out on the Website or Order (as applicable) and all other applicable amounts and charges indicated to You when You purchase Services (or otherwise notified to You by ICEPANEL from time to time) when you use the Services noted on Your invoice and viewable in Your account profile. All Fees are exclusive of any taxes. Unless otherwise stated on the invoice, all invoiced amounts are due upon receipt and processed immediately using the credit card on file for You. Receipts for purchased Services will be delivered to You electronically. You shall: (i) keep the billing, credit card and payment information You provide to ICEPANEL or its payment processors, including name, credit card number and expiry date, mailing address, email address and telephone number, accurate and up to date; otherwise, we may suspend the Services; (ii) promptly advise ICEPANEL if Your credit card information changes due to loss, theft, cancellation or otherwise; (iii) be liable for Your failure to pay any Fees billed to You by ICEPANEL caused by Your failure to provide ICEPANEL with up to date billing information. To offset its additional processing costs, ICEPANEL may charge You for administrative charges as set from time to time for administrative or account activities including: collection efforts due to non-payment or having a balance over Your credit limit; returned or rejected payments; or changes in personal identifier information. All administrative charges charged to You will be indicated to You on Your invoice or receipt and You shall pay all such charges.

4. CONFIDENTIAL INFORMATION

"Confidential Information" means any information, technical data, or know-how concerning either party, including, but not limited to, research, products, services, customers, markets, business policies or practices, unreleased software, developments, inventions, processes, designs, drawings, engineering, marketing, business plans or finances. Obligations of non-disclosure will not apply to Confidential Information which the receiving party can conclusively establish (i) was in the possession of the receiving party without an obligation of confidentiality at the time of disclosure; (ii) prior to or after the time of disclosure became part of the public domain without the act or omission of the receiving party to whom it was disclosed; (iii) was disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party without use or reliance upon the Confidential Information.

Each party covenant's to the other party that they will not at any time, other than in accordance with these Terms, disclose the Confidential Information of the other to any person or entity without the prior written approval of the disclosing party, or use any such Confidential Information for any purpose, other than as necessary to fulfill these Terms, unless specifically pre-approved in writing by the disclosing party. However, the receiving party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the receiving party uses all legitimate and legal means available to minimize the disclosure to third parties, the disclosure of the Confidential Information is restricted in the same manner as is the confidential information of the receiving party or other litigating parties; and the receiving party shall

give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

The receiving party may disclose Confidential Information of the other only to its employees and consultants who have a 'need-to-know' for the purposes of fulfilling these Terms. Each party shall execute appropriate written agreements with employees and consultants sufficient to enable it to comply with all of the confidentiality provisions of this Agreement. Neither party shall reverse engineer, decompile or disassemble any Confidential Information of the other party. The Confidential Information obligations in these Terms shall survive the termination or expiration of these Terms.

5. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

a. General Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement.
b. Service Warranties. ICEPANEL warrants that (i) the Services will perform materially in accordance with the documentation and with the requirements of any applicable statement of work; and (ii) the Services will not contain or transmit to You any malicious code (except for any malicious code contained in User or Subscriber-uploaded materials or otherwise originating from You or a User). Any claim for any alleged breach of this Section 5b. must be made within one hundred and eighty (180) days of the date of such alleged breach.
c. Subscriber Warranties. You warrant that (i) the Subscriber Data will not contain or transmit to ICEPANEL any malicious code and that You will obtain all necessary consents and make all necessary disclosures to enable it to transmit the Subscriber Data to the Services, and to grant the license rights granted in Section 2c.
d. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ICEPANEL MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE ABOVE, ICEPANEL DOES NOT MAKE ANY REPRESENTATION OR WARRANTY IN RESPECT OF ANY RESULT, PREDICTION OR OUTPUT GENERATED BY THE SERVICE, INCLUDING IN PARTICULAR BUT WITHOUT LIMITATION THAT ANY ANALYSIS OR PROCESSING OF BY OR THROUGH THE SERVICES WILL GIVE AN ACCURATE PROBABILITY OF ANY LOAN OR CREDIT DEFAULT BY ANY INDIVIDUAL OR ENTITY. THE SERVICES ARE PROVIDED AS AN ADJUNCT TOOL FOR USE IN CONNECTION WITH OTHER ASSESSMENT AND ANALYSIS TOOLS, AND ARE NOT REPRESENTED BY ICEPANEL AS BEING CAPABLE OR APPROPRIATE FOR USE IN REPLACEMENT OF HUMAN-DRIVEN SYSTEMS. YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES, WHETHER OR NOT IN RELIANCE ON OUTPUTS, PREDICTIONS OR RESULTS FROM THE SERVICE.

6. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL ICEPANEL BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE, THE SERVICES OR ANY OF THE INFORMATION OR MATERIALS CONTAINED IN THE SERVICES, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS IN THE SERVICES, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE SERVICES, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL IN THE SERVICES OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES; OR (B) ANY DAMAGES (IN AGGREGATE) IN EXCESS OF

FIVE (5) TIMES ANY AMOUNTS BY YOU TO ICEPANEL IN ANY 12 MONTH PERIOD. THESE LIMITATIONS SHALL APPLY EVEN IF ICEPANEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENSION PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

7. INDEMNIFICATION. You shall, at your own expense, defend ICEPANEL, its affiliates and its and their respective officers, directors, employees, consultants and agents (collectively, the "ICEPANEL Indemnitees") in any action, suit or proceeding brought by a third party against any of the ICEPANEL Indemnitees alleging that any content uploaded by you to the Services infringes any patent, trademark, trade secret, copyright or any other intellectual property rights of such third party; (a "**Subscriber-related Claim**") and shall indemnify and hold the ICEPANEL Indemnitees harmless from and against any settlement amounts agreed by You in writing and/or any losses, damages, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against any of the ICEPANEL Indemnitees by a court of competent jurisdiction in any Claim. ICEPANEL shall: (i) provide You with prompt written notice of any Subscriber-related Claim and copies of relevant documentation regarding any Subscriber-related Claim for which indemnification may be sought; (ii) give You sole control of the defense and settlement of such Subscriber-related Claim; (iii) cooperate fully with You, at Your expense as reasonably requested by You from time to time, in the defense or settlement of such Subscriber-related Claim; and (iv) not settle any Subscriber-related Claims or admit liability in respect to any Subscriber-related Claims.

8. Links to Third-Party Websites. The Services may contain links to other websites that are not owned or controlled by ICEPANEL. ICEPANEL is not responsible for the content of any linked websites. Any third-party websites or services accessed from the Services are subject to the terms and conditions of those websites and or services and You are responsible for determining those terms and conditions and complying with them. The presence on the Services of a link to any non-ICEPANEL websites does not imply that ICEPANEL endorses or accepts any responsibility for the content or use of such websites, and You hereby release ICEPANEL from all liability and/damages that may arise from Your use of such websites or receipt of services from any such websites.

While ICEPANEL encourages links to the Services, it does not wish to be linked to or from any third-party website which (i) contains, posts or transmits any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law, regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of ICEPANEL for which contains, posts or transmits any material or information of any kind which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or (ii) contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights. ICEPANEL reserves the right to prohibit or refuse to accept any link to the Services, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Services upon the request of ICEPANEL.

9. No Implied Endorsements. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by ICEPANEL of that third party, third party product or service.

10. No Advice. The information contained in the Services is for informational purposes only. It is not intended to provide legal, accounting, tax, investment, financial, medical or other advice to you, and you should not rely upon the information to provide any such advice.

11. Termination. ICEPANEL may, under certain circumstances and without prior notice, immediately terminate Your ability to access the Services or portions thereof. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms of Service or

any other agreement that You may have with ICEPANEL (including, without limitation, non-payment of any fees owed in connection with the Services or otherwise owed by You to ICEPANEL), (b) requests by law enforcement or other government agencies, (c) a request by You, (d) discontinuance or material modification to the Services (or any part thereof), (e) unexpected technical, security or legal issues or problems, and/or (f) participation by You, directly or indirectly, in fraudulent or illegal activities. Termination of Your access to the Services may also include removal of some or all of the materials uploaded by You to the Services. You acknowledge and agree that all terminations may be made by ICEPANEL in its sole discretion and that ICEPANEL shall not be liable to You or any third-party for any termination of Your access to the Services or for the removal of any of the materials uploaded by You to the Services. You shall not be relieved of the obligation to pay any fees accrued or payable to ICEPANEL prior to the effective date of termination or expiration. Any termination of these Terms of Service by ICEPANEL shall be in addition to any and all other rights and remedies that ICEPANEL may have. You have the right to terminate the agreement at any time and be refunded for any fees paid in advance.

12. Security and Privacy. ICEPANEL will maintain appropriate administrative, physical, and technical safeguards consistent with good industry practices designed to protect the security, confidentiality and integrity of your data, as described at https://trust.icepanel.io/ or otherwise on the Website. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of your data.). To the extent that ICEPANEL processes any personal information in the course of providing the Services, the terms of the data processing addendum at https://docs.google.com/document/d/1XYLHq_1gF0l1JicXiyLFh2MpgZffS9Xb/edit?usp=sharing&ouid=101483300304989467783&rtpof=true&sd=true ("DPA") posted as of the date of the Order are hereby incorporated by reference

13. Enforcement of Terms and Conditions. If any part of these Terms of Service is unlawful, void, or unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. The failure of ICEPANEL to exercise or enforce any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any right or provision by ICEPANEL must be in writing and shall only apply to the specific instance identified in such writing. No waiver by ICEPANEL of any provision of these Terms of Service shall be deemed to be a further or continuing waiver of such provision or any other provision. You agree that any cause of action that You may have arising out of or related to the Services or Your use of the Services must commence within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

14. Copyright and Trademark Information. The Services, and the information and materials that it contains, are the property of ICEPANEL and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions and other intellectual property laws. All ICEPANEL product names and logos are trademarks or registered trademarks of ICEPANEL. All other company and product names and logos are trademarks or registered trademarks of their respective owners in certain countries. Nothing contained in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Services or any materials displayed in the Services, through the use of framing or otherwise, except: (a) as expressly permitted by these terms and conditions; or (b) with the prior written permission of ICEPANEL. You shall not attempt to override or circumvent any of the usage rules or restrictions in the Services.

15. Assignment. You may not assign the Terms of Service, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without ICEPANEL's prior written consent. ICEPANEL may assign the Terms of Service, or any rights or licenses granted hereunder, at any time without notice.

16. Governing Law. This Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the Province of British Columbia applicable to contracts wholly made and to be performed within Vancouver, in the Province of British Columbia. Each party irrevocably submits to the sole and exclusive jurisdiction of the courts of New York, situated in the City, County and State of New York. Each party irrevocably consents to the exercise of personal jurisdiction over each of the parties by such courts and waives any right to plead, claim or allege that New York is an

inconvenient forum. The parties hereby irrevocably waive, to the fullest extent permitted by law, all right to a trial by jury in connection with any dispute arising out of or relating to this Agreement.

17. Survival. In addition to Sections 3-7 and all representations, warranties and conditions made by You in these Terms of Service shall survive the termination of these Terms of Service. Unless otherwise explicitly identified as terminating elsewhere in these Terms of Service, all licenses granted by You in these Terms of Service shall survive their termination. All payment obligations incurred by You prior to the termination of these Terms of Service shall survive their termination.

18. Entire Agreement. These Terms of Service, together with our Data Processing Agreement (as made available through the Website) and any privacy policy that may be published in the Services, constitutes the entire agreement between the parties relating to the Services and all related activities. These Terms of Service shall not be modified except in writing signed by both parties or by a new posting of these Terms of Service issued by ICEPANEL.

Last Update: April 23, 2026