

TITAN CLOUD END USER AGREEMENT

Last Updated: March 6, 2026

This Titan Cloud End User Agreement (together with the Master Agreement (as defined below) collectively, this "Agreement") is between Titan Cloud Software, Inc. or the applicable contracting entity identified in the Order Form, Agreement, or Contract ("Titan") and you (hereinafter referred to as "User", "You", or "you"), and governs your use of the software services provided by Titan, along with any related documentation (the "Service").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. This Agreement governs your use of the Service and affects your legal rights and obligations. By clicking the "**I Agree**" button and accepting this Agreement, you agree to and are bound by the terms, conditions, policies and notices contained in this Agreement, including without limitation conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, arbitration and a choice of Tennessee law. If you do not agree to be bound by all of the terms contained in this Agreement, do not click on the "**I Agree**" button and do not access or use the Service. You agree that use of any third-party features, services, or content either in or accessible in connection with the Service shall be subject to any applicable third party terms and conditions, disclaimers and disclosures.

In addition, by clicking the "**I Agree**" button, you acknowledge and agree that (A) you represent and warrant that (i) you are in the employment of, and have the power and authority to bind, an entity (the "Company") that has been granted a license to use the Service by Titan under the terms of a written Agreement for Software and Services, or similar agreement (the "Master Agreement"), which is incorporated herein by this reference, and that you are an "Authorized User" under such Master Agreement, if such term is defined therein, and (ii) you are not a contractor, agent, representative or other third party to the Company; (B) your use of the Service is for the internal business purposes of the Company and (C) the license granted and restrictions and limitations recited herein apply to such Company, as well as, to you as an employee of your Company. **As used in these terms, "you", "your" and "User" refers not only to you, the individual checking the "I Agree" button, but also your company and the "Client", if such term is defined in the Master Agreement.** Titan shall not be liable, and you agree to indemnify and hold Titan and any of its affiliates, subsidiaries, officers, employees, and agents harmless for, all damages, liabilities, penalties, costs and expenses incurred by Titan and any of its Representatives (as defined below) affiliates, subsidiaries, employees or agents as a result of any inaccuracy, false representation or other violation or failure by you in connection with this paragraph.

TITAN MAY REVISE AND UPDATE THIS AGREEMENT AT ANY TIME. PLEASE PERIODICALLY REVIEW THIS AGREEMENT POSTED ON THE SERVICE BECAUSE THE CONTINUED USE OF THE SERVICE BY YOU WILL MEAN THAT YOU ACCEPT THOSE CHANGES. TO THE EXTENT ANY MODIFICATION TO THIS AGREEMENT MATERIALLY AFFECTS YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE UPDATED AGREEMENT WILL BE COMMUNICATED TO YOU OR PRESENTED TO YOU UPON YOUR NEXT LOG-IN TO THE SERVICE AND YOUR CONTINUED USE OF THE SERVICE WILL MEAN THAT YOU HAVE ACCEPTED ANY SUCH MODIFICATIONS TO THIS AGREEMENT.

1. Use of the Service.

1.1 User's rights to access and use the Service are limited to those rights expressly granted by Titan under the Master Agreement. User agrees to provide all requested assistance to Titan in the implementation and functionality of the Service.

1.2 This Agreement only gives you the right to access and use the Service. Titan reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the Service only as expressly permitted in this Agreement. In doing so, you must comply with any technical limitations in the Service that only allow you to use it in certain ways and you agree to comply with all laws, rules and regulations applicable to your use of the Service.

1.3 User agrees that he or she will be the only person authorized to use the Service and any related documentation pursuant to this Agreement, using his or her username and password, and User will not allow anyone else to use his or her username and password to access the Service.

1.4 You agree not to provide access to the Service to any third party, in whole or in part, except as expressly allowed by an authorized representative of Titan, which includes without limitation any contractors, agents and

representatives whether acting for or behalf of the Company or another party. You agree not to rent, lease, distribute, lend or use the Service for commercial purposes. You agree that you are responsible for all use and liability incurred under a user account and password assigned to you, and you shall immediately notify Titan of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including but not limited to, loss, theft, or unauthorized disclosure of your password. Any fraudulent, abusive or otherwise illegal activity, or any violation of this Agreement, may be grounds for termination of your account in Titan's sole discretion.

1.5 To the extent that User provides any information, including but not limited to personal information, to Titan or its Representatives (as defined in Section 2 below), User warrants that (a) User is providing or obtaining only User's own information or the information of others which User is authorized to provide to third parties and/or obtain from third parties on their behalf; and (b) the use of such information by Titan and its Representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties or any laws, rules, or regulations.

1.6 User acknowledges and agrees that the Service may contain errors, and User is responsible for establishing backup, log, batch, review, and other procedures and controls appropriate to maintain the integrity and continuity of User's operations. As a condition of use of the Service, User agrees that in the event of an error in the Service, a designated Titan representative shall, in Titan's sole discretion, be permitted to access User personal information as reasonably necessary to correct such error.

2. Disclaimers and Limitations. User understands that the Service may contain, errors, "bugs" and other problems, which may result in system failure or failure in the use of the Service or loss of data or access to information provided to Titan or obtained by User or on User's behalf through use of the Service. The Service is provided to User "AS IS", "WITH ALL FAULTS", and Titan disclaims any warranty or liability obligations to User of any kind. User understands and agrees that Titan AND ALL THIRD-PARTY SERVICE OR DATA PROVIDERS (INCLUDING WITHOUT LIMITATION, ANY HOSTING SERVICES PROVIDERS), LICENSORS OR DISTRIBUTORS ("REPRESENTATIVES") DO NOT MAKE ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY OR CONDITION OF ANY KIND FOR THE SERVICE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR CONDITION WITH REGARD TO THE SERVICE'S PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT, DATA OR SYSTEM INTEGRITY, DATA ACCURACY, OR RESULTS THAT MAY BE OBTAINED FROM OR THROUGH THE SERVICE (INCLUDING WITHOUT LIMITATION, IN CONNECTION WITH ANY LEGAL OR REGULATORY LAWS, RULES, OR REGULATIONS TO WHICH USER MAY BE SUBJECT). IN NO EVENT WILL Titan OR ANY OF ITS REPRESENTATIVES BE LIABLE TO USER OR ANY OTHER PARTY FOR (i) PUNITIVE, EXEMPLARY, INCREASED OR AGGRAVATED DAMAGES; (ii) ANY DIRECT OR INDIRECT DAMAGES, INCLUDING ANY LOSS OF PROFITS OR INVESTMENT, LOSS OF BUSINESS, LOSS OF SAVINGS, CORRUPTION, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, OTHER ECONOMIC OR COMMERCIAL LOSS OR ANY OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES of any kind EVEN IF Titan OR ANY OF ITS REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) FOR ANY CLAIM BY ANY OTHER PARTY IN CONNECTION WITH THE SERVICE. USER ACKNOWLEDGES AND AGREES THAT IT BEARS THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, RELIABILITY AND PERFORMANCE OF THE SERVICE and the use and transmission of all data user uploads, submits OR ACCESSES through the service. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND SO PARTS OF THE ABOVE LIMITATION MAY NOT APPLY TO USER. IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS agreement IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND TITAN BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, TITAN'S TOTAL AGGREGATE LIABILITY, OR THAT OF ANY OF ITS THIRD-PARTY LICENSORS AND/OR SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER INCURRED WITH RESPECT TO ONE CLAIM, OR CUMULATIVELY INCURRED FROM MULTIPLE RELATED OR UNRELATED CLAIMS ARISING UNDER THIS AGREEMENT, WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE FIRST CLAIM BROUGHT HEREUNDER OR Twenty-Five Thousand DOLLARS[A1] [A2] (\$_25,000.00 USD), WHICHEVER IS Greater.

USE OF THE SERVICE IS INTENDED AS A TOOL TO FACILITATE USER'S COMPLIANCE WITH APPLICABLE FEDERAL AND/OR STATE LAWS AND REGULATIONS PERTAINING TO THE OWNERSHIP AND OPERATION OF UNDERGROUND PETROLEUM STORAGE TANKS ("USTS"). HOWEVER, USE OF THE SERVICE DOES NOT CONSTITUTE COMPLIANCE WITH SUCH LAWS, NOR DOES IT OTHERWISE ASSURE USER THAT USER CAN OBTAIN AND/OR MAINTAIN COMPLIANCE WITH SUCH LAWS AND REGULATIONS. COMPLIANCE WITH SUCH LAWS AND REGULATIONS IS THE SOLE RESPONSIBILITY OF USER, AND USER HEREBY AGREES TO INDEMNIFY AND HOLD TITAN HARMLESS FROM AND AGAINST ANY AND ALL THIRD-PARTY ACTIONS BASED

UPON THE VIOLATIONS OF SUCH LAWS OR REGULATIONS IN USER'S OWNERSHIP OR OPERATION OF ANY USTS BY USER.

3. Accessing and Using the Service

3.1 In order to use the Service, you are required to have registered and set up an account to access the Service or use a third-party identity provider service offered through Titan.

(a) You may log in to your account by using your username and password. By setting up an account, you agree to (i) provide Titan with accurate and complete information, and (ii) promptly update your account information with any new information that may affect the operation of your account.

(b) If you choose to use a third-party identity provider service offered through Titan to authenticate your users, your logon process shall be controlled by you through such third-party identity provider, and Titan shall not have any responsibility for access to your account.

(c) Regardless of the means of log in to your account, you may not use false identities or impersonate any other person or use a username or password that you are not authorized to use. You agree to notify Titan as soon as possible at support@titancloud.com, of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including but not limited to loss, theft or unauthorized disclosure of your password. You are responsible for all usage or activity on your Service account. Any fraudulent, abusive or otherwise illegal activity, or any violation of this Agreement, may be grounds for termination of your account in Titan's sole discretion.

3.2 The Service may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service or other unforeseen circumstances. Further, a reference to a product or service on or in the Service, if any, does not imply that such product or service is or will be available. The content of the Service is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations.

4. Data; Feedback; Idea Submission.

4.1 Titan may collect, compile, and otherwise generate certain de-identified and aggregate data related to your use of the Service ("Aggregate Data"). Such Aggregate Data shall be deemed Titan's Confidential Information (as defined herein), and Titan shall own all rights, title, and interest in such Aggregate Data.

4.2 User acknowledges and agrees that User may be providing certain feedback, statements, suggestions and ideas ("Ideas") to Titan, directly or through a third party, in connection with User's use of the Service, which Titan may use, without limitation, in future modifications to the Service, multimedia works and/or advertising and promotional materials relating thereto. In addition, User acknowledges and agrees that Titan may have access to certain analytic and demographic data ("Data") with respect to User's use of the Service. User hereby assigns to Titan any and all rights and interest in any Ideas and Data, including but not limited to any copyright, patent right, moral right, and all other intellectual property rights.

4.2 User acknowledges and agrees that submission of Ideas and Data to Titan, either orally or in writing, will not in any way establish a confidential relationship with Titan, nor will it place Titan in the position of receiving a disclosure in trust. Titan will not be obligated and makes no commitment to treat or maintain Ideas which User submits as confidential. In addition, User does not expect nor will User receive any type of payment or remuneration from Titan for Ideas or Data. No obligation is assumed or may be implied on the part of Titan by receipt or examination of the Idea or Data submission to use the Ideas and Data, compensate User, or otherwise enter into another agreement with User.

5. Intentionally left blank

6. Confidentiality; Proprietary Rights.

6.1 "Confidential Information" means any and all information disclosed by Titan to User in connection with the Service. Without limitation of the foregoing, this Agreement and all information relating to the Service is Confidential

Information, including without limitation, the layout, design, structure and functionality of the Service. Notwithstanding the foregoing, "Confidential Information" does not include any information that User can demonstrate by reliable written documentation (i) was known to User prior to its disclosure hereunder; (ii) is or becomes known through no wrongful act of User; or (iii) has been rightfully received by User from a third party authorized to make such a disclosure. Except as expressly permitted in this Agreement, User shall not use any of Titan's Confidential Information except as expressly necessary for it to use and access the Service, and shall not disclose any of Titan's Confidential Information to any person or entity. User shall use the same degree of care to protect Titan's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. In the event Confidential Information of Titan is required to be disclosed by court order or disclosure is otherwise required by law, User shall provide prompt advance notice to enable Titan to seek a protective order or otherwise prevent or limit such disclosure. User acknowledges that a breach of this Section 6.1 would cause irreparable harm to Titan, the extent of which would be difficult to ascertain. Accordingly, User agrees that, without limiting any other remedies to which Titan may be legally entitled, Titan shall have the right to obtain immediate injunctive relief in the event of a breach of this Section 6.1 by User.

6.2 The Service and any materials furnished or provided to User by Titan in connection with this Agreement and any information or materials which are designated as the property of Titan shall remain the sole property of Titan, and are available to User solely for purposes of User's use of and access to the Service in accordance with the terms of this Agreement. Except for the limited rights granted herein, nothing in this Agreement shall transfer to User any right, title, or interest in or to any information or materials owned by Titan. Without limiting the generality of the foregoing, User agrees that User shall not (i) modify, alter, adapt, translate, copy or create derivative works or any functionally similar service or software based on the Service or Confidential Information, or attempt to merge the Service into any other program, software, or application; (ii) reverse-engineer or otherwise attempt to obtain or perceive the source code of the Service (or any component thereof); (iii) build a publicly available, competitive product service using all or any portion of the Confidential Information; (iv) copy any ideas, features, functions or graphics of the Service; or (v) remove, change or obscure any identification marks or notices of proprietary rights and restrictions on the Service or any elements of the Service.

7. Indemnification. User agrees to indemnify and hold Titan, its affiliates, officers, employees and agents harmless from and against any and all claims, costs, demands, liabilities, suits, or actions (including all reasonable expenses and attorneys' fees) for any loss, damage (including incidental, punitive, exemplary, consequential, and special), injury, or other casualty of any kind whatsoever, or by whomever caused, to the person or property of anyone arising out of or resulting from User's use of or access to the Service or violation of any rights of another.

8. General Provisions.

8.1 This Agreement shall be governed in all respects by the laws of United States and the State of Tennessee, excluding its conflicts or choice-of-law provisions, and each party agrees that any action commenced in connection with any claim arising out of or related to this Agreement and/or the Services shall be brought solely in the state or federal courts in Williamson County, Tennessee.

8.2 Notices between the parties shall be by personal delivery, facsimile transmission, or certified or registered mail, return receipt requested, and shall be deemed given upon receipt at the address of the recipient party or ten (10) days after deposit in the mail.

8.3 In the event of any invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and effect of the invalid provision.

8.4 This Agreement, the Master Agreement, and any addendum or amendment to either of the foregoing, constitute the entire understanding and agreement between the parties with respect to the subject matter addressed herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein. To the extent of any conflict or inconsistency between the specific provisions of this Agreement and the Master Agreement, the Master Agreement [\[A3\]](#) shall control. User may not assign or transfer User's rights and obligations under this Agreement without the prior written consent of an authorized representative of Titan.

8.5 The provisions of this Agreement are not intended to create any relationship between User and Titan other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this

Agreement, and nothing contained herein shall be construed as creating any agency, employment, partnership, or joint-venture relationship between the parties.

8.6 Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party in enforcing the provisions of this Agreement or its rights at any time will not be construed as, and will not be deemed to be a waiver of, such party's rights under this Agreement and will not in any way affect the validity of this Agreement in whole or in part or prejudice such party's right to take subsequent action. Except as expressly stated herein, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement, or any other right or remedy to which such party may be entitled at law or equity.

YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH ABOVE ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND TO THEM IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

YOU ACKNOWLEDGE AND CONFIRM THAT (A) YOU HAVE READ AND UNDERSTAND ALL OF THE ABOVE TERMS, POLICIES, PROVISIONS, DISCLOSURES AND DISCLAIMERS, (B) THAT THIS AGREEMENT HAS THE SAME FORCE AND EFFECT AS A SIGNED AGREEMENT, AND (C) THAT YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS HEREOF.

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