

MIRACLE SOFTWARE/SERVICE AGREEMENT

ARTICLE 1 - PARTIES

This Miracle Software/Service Agreement (“**Agreement**”) is entered into between Miracle Bit Ltd. and Customer (each, a “Party” and collectively, the “Parties”) as of the date on purchase.

ARTICLE 2 - RECITAL

WHEREAS, Miracle Bit Ltd., directly or through its affiliates, offers certain software services to its customers; and the Customer wishes purchases these software and/or services through online channels.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in the Agreement, the Parties agree as follows:

ARTICLE 3 - SUBJECT

The scope of the agreement is to clarify rights and responsibilities of the Miracle Bit Ltd. and the Customer regarding the sales and delivery terms of the software and/or services which the qualifications and the sale price is provided through the website <https://miraclebits.com/> (“**Website**”) which is owned and operated by Miracle Bit Ltd.

ARTICLE 4 – GENERAL CONDITIONS

- 4.1 In terms of software sales, Miracle Bit Ltd. grants the Customer a non-transferable license limited to the scope of the Agreement for the use of the software subject to sale, within the scope of this Agreement. (“**License**”)
- 4.2 The License grants the Customer the right to install the software on computers, use them permanently and copy them for backup purposes only, provided that the software does not exceed the location and number of users specified in the plan. A new software plan or additional user license must be purchased so that the software can be used in more than one computer and by more than one user.

- 4.3 In terms of the sale of the services, Miracle Bit Ltd. shall provide the services listed on the Website, including but not limited to the installation and integration of the software as well as obtaining the necessary solutions and software from third parties in order to grant the License.
- 4.4 The Parties hereby agree and undertake that the Customer shall be responsible for the use of the software and/or services sold in accordance with the law and the Agreement.
- 4.5 The Customer, hereby declares and accepts that he / she have read and acknowledged the software and/or services qualifications, sale price including all the relevant taxes, payment method that are listed in Website.
- 4.6 Miracle Bit Ltd. shall not be held liable for any interruption, error, negligence, deletion, loss caused by reasons beyond its control, such as delay in processing or communication, computer viruses, malfunctions in telecommunication lines, communication failure, theft, destruction or unauthorized entry, alteration or use etc.
- 4.7 The software and/or services subject to the sale by Miracle Bit Ltd. may integrate with third party solutions and software. The Customer will solely responsible for complying with third party providers terms and conditions.

ARTICLE 5 – CUSTOMERS OBLIGATIONS

- 5.1. The Customer accepts, declares and undertakes that it must complete all the purchase process, including payment, to benefit from the software and/or services. Miracle Bit Ltd. is not obligated to provide any software or service for which it cannot collect payment.
- 5.2. It is the sole responsibility of the Customer to ensure that the information shared with Miracle Bit Ltd. during the purchase process is complete and accurate.
- 5.3. The Customer shall provide any additional information or documents that are requested by Miracle Bit Ltd. immediately, to benefit from the software.
- 5.4. The Miracle Bit Ltd. may provide documents or user manuals with the Customer regarding the use of the software, and may share instructions with the Customer in this regards. The Customer agrees and undertakes to use software in accordance with these

documents, manuals and instructions,, otherwise, Miracle Bit Ltd. will have no responsibility in this regard.

- 5.5. It is the sole responsibility of the Customer to provide any infrastructure, equipment and installation necessary for the proper functioning of the software and/or services. The Customer accepts that the software and/or services might not be available if such infrastructure, equipment and installation are not provided properly. In such a case, no claims, including refund or return, may be made against Miracle Bit Ltd.
- 5.6. Miracle Bit Ltd. will not be responsible for any delays, disruptions, interruptions, security vulnerabilities or data loss that may occur regarding the infrastructure, hardware and installation on which the software and/or services are used.
- 5.7. The Customers accepts, declares and undertakes to use the software and/or services limited with the locations and number of users specified in the plan.
- 5.8. The Customer is responsible for ensuring the confidentiality and security of access information while using the software and/or services. Miracle Bit Ltd. does not undertakes any responsibility in this regard.
- 5.9. Miracle Bit Ltd. will be able to make certain services provided by third parties available to the Customer together with the software and/or services. If these services are used by the Customer, Miracle Bit Ltd. will not be responsible for technical problems, inadequacies or security vulnerabilities that may arise due to the integration structures and infrastructure features of systems.
- 5.10. The Customer agrees to appoint at least one authorized person to contact Miracle Bit Ltd. until the software and/or services are delivered and to notify Miracle Bit Ltd. such person's information. Any change in the information of the person appointed shall be notified to Miracle Bit Ltd. without delay.
- 5.11. The Customer agrees, represents and undertakes to indemnify Miracle Bit Ltd. for all damages, including, without limitation, expenses and reasonable attorneys' fees, incurred by Miracle Bit Ltd. in the event of its breach of its obligations under this Agreement.

- 5.12. The Customer accepts and understands that no intellectual property transfer has been granted in this Agreement, and that all intellectual rights will remain with the right holders.

ARTICLE 6 – MIRACLE BIT LTD REPRESENTATIONS AND WARRANTIES

Miracle Bit Ltd. represents and warrants to Customer that it has all necessary authority to provide software and/or services subject to the Agreement and comply with its obligations thereunder and, when executed and delivered, the Agreement that it executes shall be its legal, valid and binding obligation enforceable in accordance with its terms.

ARTICLE 7 – TECHNICAL SUPPORT

- 7.1. Miracle Bit Ltd. shall provide the following services, depending on the plan content specified on the website:
- 7.1.1. Software installation, configuration and integration
 - 7.1.2. Customer (staff / employee) training and orientation (1 time during the installation phase)
 - 7.1.3. Customer support by email
- 7.2. If any malfunction is detected on software and/or services, the Customer must inform Miracle Bit Ltd. in writing without delay. In the event that such a malfunction occurs within 15 days from the date of purchase and/or installation (whichever is later), Miracle Bit Ltd. will re-provide the software and services as if they had been purchased again free of charge. In the event that such a malfunction occurs after a period of 15 days from the date of purchase and/or installation (whichever is later), the Customer may ask technical support from Miracle Bit Ltd., and such technical support will be provided free of charge or with a fee, depending on the content of the plan purchased by the Customer.
- 7.3. The Customer may return the plan purchased for the software and services without giving any reason before the installation and in any case within 1 month from the invoice date.

ARTICLE 8 – DISCLAIMER

Except as expressly provided in Section 6 above, and to the maximum extent permitted by applicable law, Miracle Bit Ltd. disclaims all representations, warranties, terms and conditions, whether express or implied, regarding the software, related documentation or information, and other materials and services provided in connection with the software, and specifically disclaim all implied warranties, non-infringement or fitness for a particular purpose, or any warranties arising out of the course of dealing or usage of trade. Except as expressly provided in Section 6 above, the software are provided “as is” and on an “as available” basis. Miracle Bit Ltd. does not warrant that the functions or information contained in the software or in any update will meet the requirements of the customer or that the operation of the software will be uninterrupted or free from errors. Any product or service function depends on the internet, networks, cabling, equipment and facilities that are not in Miracle Bit Ltd’s control is not guaranteed.

ARTICLE 9 – CONFIDENTIAL INFORMATION AND PERSONAL DATA

- 9.1. Within the scope of this Agreement, all information and materials disclosed by a party (“Discloser”) to the receiving party (“Recipient”) through any means during the term of this Agreement which is reasonably related to the business conducted by the parties under this Agreement and which is clearly designated, labelled, or marked as confidential or its equivalent at the time of disclosure or is of a nature or received under circumstances such that the Recipient knows or should know it to be confidential and all personal data and sensitive personal data shall be included within the scope of Confidential Information.
- 9.2. The Recipient shall use the Confidential Information only in accordance with the purpose for which it was provided and limited to this purpose and shall not disclose or disclose the Confidential Information partially or completely to third parties for any reason, without the prior written consent of the Discloser.
- 9.3. The Recipient shall only disclose Confidential Information to its personnel who are required to learn this Confidential Information due to their job and to the third parties they cooperate for the performance of this Agreement, with the express written consent of the Discloser and/or the data subject. In such a case, the Recipient shall warn their personnel and third parties of the confidentiality of Confidential Information and shall ensure that they take all necessary measures to keep and protect the Confidential Information. The

Recipient shall be responsible for all kinds of administrative fines against the Discloser that may arise from the actions of its employees or third parties to whom the Confidential Information has been disclosed or transferred in violation of this Agreement and applicable law regarding the protection of personal data, even if there is written consent, and any other damages and claims arising from the claims of third parties.

- 9.4. In cases where Confidential Information is required to be disclosed to relevant offices and authorities in accordance with legal regulations and/or court decisions, administrative or regulatory authorities' requests, the Recipient shall only be able to disclose the necessary information to the office or authority to which the disclosure is required, within the legal limits and the relevant request, provided that it gives written notice to the Discloser before the disclosure.
- 9.5. The Discloser, within the scope of the applicable law and the confidentiality provisions of Section 9, shall not use, store, transfer and/or process the personal data that will be transmitted or that it will obtain as a data processor, in any way, except for the fulfilment of its legal obligations and the performance of its obligations under this Agreement and, shall take all necessary technical and legal measures as if it were the data controller, in order for the data in question to be confidential and not accessible to third parties. The Recipient shall be responsible for all damages arising from the processing, use of personal data or disclosure to third parties in violation with Agreement or applicable laws.

ARTICLE 10 – INTELLECTUAL PROPERTY

- 10.1. The Customer accepts, declares and undertakes that Miracle Bit Ltd. may use the name, URL, logo and public information of Customer (businesses) in advertising, marketing and promotional materials, publish it on its own website and communication channels, and present it as a reference.
- 10.2. Except as expressly provided in the Agreement, the Customer may not use Miracle Bit Ltd's name, URL, logo or intellectual property (software, services, products, materials, manuals etc.) and may not, without Miracle Bit Ltd's approval, do the following:
 - 10.2.1. sell or make available to third parties;

- 10.2.2. modify, add, destroy, remove, hide, reverse engineer intellectual property;
- 10.2.3. use any domain name, URL, trademark, trade name, symbol or slogan on any website;
- 10.2.4. apply for ownership of any part of the intellectual property rights that would conflict with Miracle Bit Ltd's intellectual property rights;
- 10.2.5. use Miracle Bit Ltd's intellectual property rights in any way that may violate the Agreement.

ARTICLE 11 – LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event Miracle Bit Ltd. shall be liable for indirect, incidental, special, exemplary, or consequential damages, or any penalties, claims for lost data, revenue, profits, costs of procurement or substitute goods or services or business opportunities, arising out of or related to the subject matter of the agreement, under any cause of action or theory of liability, whether in agreement or in tort including negligence, even if it has been advised of such damages.

Miracle Bit Ltd's total liability under this Agreement shall not exceed the total amount paid by the Customer in relation to software and/or services.

ARTICLE 12 – FORCE MAJEURE

Neither Party shall be liable for loss or damage, or for any delay, or failure to perform its obligations under the Agreement, to the extent such loss, damage, delay, or failure is caused by any act of God, natural disaster, fire, strike, embargo, war, threat of terrorism, insurrection, riot, denial of service attack, or other cause or circumstance beyond the reasonable control of the Party; provided, however, that the foregoing shall not excuse any failure by such Party to take reasonable action to minimize the scope, extent, duration, and adverse effect of any such event.

ARTICLE 13 – APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

ARTICLE 14 – TAX

The Customer shall be responsible for all taxes that may arise in connection with this Agreement and purchase of software and/or services. In the event that Miracle Bit Ltd. makes any payment within this scope, such amount will be charged to Customer.

ARTICLE 15 – AMENDMENTS

Any amendment to the provisions of this Agreement will be valid only if made with mutual agreement of the of the Parties in writing.

ARTICLE 16 – EVIDENCES

The Parties accept, declare and undertake that in disputes that may arise from the Agreement, Miracle Bit Ltd's books and records, computer records, electronic records kept in the database and servers and system records, commercial records, fax messages, instant messaging applications correspondence, e-mails, social media correspondence will be considered to be reliable and binding and accepted as a legal evidence.

ARTICLE 17 – COMMUNICATION AND CORRESPONDENCE

All communication and correspondence between the Parties will be carried out via e-mail. Miracle Bit Ltd's e-mail address is announced on the Website. The Customer agrees that the e-mail address shared with Miracle Bit Ltd. is correct and up-to-date, otherwise Miracle Bit Ltd. will not be liable for any failure to communicate.

ARTICLE 18 – TRANSFER AND ASSIGNMENT

The Customer may not transfer or assign the Agreement, software and/or services and its rights, receivables and obligations under this Agreement, in whole and/or in part, to a third party. Miracle Bit Ltd. may transfer or assign this Agreement and its rights, receivables and obligations under this Agreement, in whole and/or in part, to any third party.

ARTICLE 19 – WAIVER

No failure or delay by either Party in exercising any right under the Agreement will constitute a waiver of that right. Other than as expressly stated the Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

ARTICLE 20 – SEVERABILITY

If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect.