VOLKOV TERMS OF SERVICE FOR ECONLOSS ONLINE ECONOMIC LOSS ASSESSMENT SERVICES

Thank you for selecting the Services offered by Volkov Consulting, LLC and/or its subsidiaries and affiliates (referred to as "Volkov", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and Volkov. By clicking "I Agree," indicating acceptance electronically, or by, installing, accessing or using the Services, you agree to this Agreement. If you do not agree to this Agreement, then you may not use the Services.

Section A

GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the Volkov online services provided to you on this website, including Content (defined below), updates and new releases (collectively, the "Services"). This Agreement includes by reference:

- Volkov's Privacy Statement provided to you in the Services and available on the website for the Services or provided to you otherwise.
 - Additional terms and conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

2. YOUR RIGHTS TO USE THE SERVICES

- 2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Volkov. Volkov reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Volkov grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.
- 2.2 You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, sell, trade, lease, rent or resell the Services.
- Decompile, disassemble, or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.

3. PAYMENT.

For Services offered on a payment or subscription basis, the following terms apply, unless Volkov or its third party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

- Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.
 - You must pay with one of the following:
 - A valid credit card acceptable to Volkov;
 - A valid debit card acceptable to Volkov;
 - Sufficient funds in a checking or savings account to cover an electronic debit of the payment due;

or

- By another payment option Volkov provides to you in writing.
- If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
- If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
- Volkov will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services subscription is cancelled or terminated under this Agreement.
- Additional cancellation or renewal terms may be provided to you on the website for the Services.

4. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

VOLKOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
- (ii) ANY LOSS, DAMAGE OR SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
- (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

5. YOUR PERSONAL INFORMATION.

You can view Volkov's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable Volkov Privacy Statement and any changes published by Volkov. You agree that Volkov may use and maintain your data according to the Volkov Privacy Statement, as part of the Services. This means that Volkov may use your data to improve the Services or to design promotions and to develop new products or services.

6. CONTENT AND USE OF THE SERVICES

- 6.1 Responsibility for Content and Use of the Services.
 - Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant Volkov a worldwide, royalty-free, non-exclusive license to host and use your Content. Archive your Content frequently. You are responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Volkov is not responsible for any of your Content that you submit through the Services.
 - You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, promote or transmit any of the following:
 - Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages "flaming" others or criminal or civil liability under any local, state, federal or foreign law;
 - Content that would impersonate someone else or falsely represent your

identity or qualifications, or that may constitute a breach of any individual's privacy; is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;

- Except as permitted by Volkov in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;
- Virus, Trojan horse, worm or other disruptive or harmful software or data; and
- Any Content that you do not own or have the right to use without permission from the intellectual property rights owners thereof.

6.2 Restricted Use of the Services.

- a. You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of Volkov or could subject Volkov to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in Volkov's opinion, is prohibited under this Agreement; (v) any other activity that places Volkov in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of an Volkov system or network or to breach Volkov's security or authentication measures, whether by passive or intrusive techniques. Volkov reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.
- 6.3 **Community forums.** The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. Volkov does not support and is not responsible for the Content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Volkov is not responsible.
- 6.4 **Volkov may freely use feedback you provide.** You agree that Volkov may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Volkov a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Volkov in any way.
- 6.5 **Volkov may monitor Content.** Volkov may, but has no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations, protect Volkov or its customers, or operate the Services properly. Volkov, in its sole discretion, may refuse to post, remove, or refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

7.1 Volkov does not give professional advice. Unless specifically included with the Services, Volkov is not in

the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

- 7.2 **We may tell you about other Volkov Services.** You may be offered other services, products, or promotions by Volkov ("Volkov Services"). Additional terms and conditions and fees may apply. With some Volkov Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant Volkov permission to use information about your business and experience to help us to provide the Volkov Services (including other products and services you might be interested in), to develop new products and services, and to enhance the Services.
- 7.3 **Communications.** Volkov may be required by law to send you communications about the Services or third party products. You agree that Volkov may send these communications to you via email or by posting them on our websites
- 7.4 You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to contact Volkov if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

8.1 YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VOLKOV, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. VOLKOV AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

8.2 VOLKOV, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

9. LIMITATION OF LIABILITY AND INDEMNITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF VOLKOV, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, VOLKOV, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC

COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET VOLKOV SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF VOLKOV AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF VOLKOV, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Volkov and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Volkov reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Volkov in the defense of any Claims.

10. CHANGES.

We reserve the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services or on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

11. TERMINATION.

Volkov may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services, related or other Services, effective immediately, in whole or in part, if we determine that your use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable Volkov policy, if you no longer agree to receive electronic communications, or if your use of the Services conflicts with Volkov's interests or those of another user of the Services. Upon Volkov notice that your use of the Services has been terminated you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Volkov's rights to any payments due to it. Volkov may terminate a free account at any time. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT RESTRICTIONS.

You acknowledge that the Services, its related website, online services, and other Volkov Services, including the mobile application, delivered by Volkov are subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws and regulations, directly or indirectly.

13. GOVERNING LAW.

California state law governs this Agreement without regard to its conflict of laws provisions.

14. DISPUTES.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND VOLKOV ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Volkov Consulting, LLC, 3435 River Ferry Dr. Johns Creek, GA 30022. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.

15. GENERAL.

This Agreement, including the Additional Terms below, is the entire agreement between you and Volkov regarding its subject matter and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You may not assign or transfer this Agreement to anyone without written approval of Volkov. However, Volkov may assign or transfer this Agreement without your consent to (a) an affiliate, (b) a company through a sale of assets by Volkov or (c) a successor by merger. Any assignment in violation of this Section shall be void.

B. ADDITIONAL TERMS AND CONDITIONS FOR THE ECONLOSS ONLINE ECONOMIC LOSS ASSESSMENT

SERVICES

Your use of the Services provided by Volkov are subject to the General Terms of Service above including these Additional Terms and Conditions which govern your use of the Services indicated below. These Additional Terms and Conditions shall prevail over any conflict or inconsistency with the General Terms of Service above.

1. LICENSE GRANT AND RESTRICTIONS

- 1.1. <u>Number of Reports.</u> You may use the Services solely to prepare economic loss assessment reports for which you have paid the applicable fee(s), and after proper registration and any applicable payment.
- 1.2. <u>Additional Examples of Restrictions on Use</u>. You may not use the services to economic loss assessment report on a professional or commercial basis (i.e., for a preparer's or other fee).

2. SERVICES

2.1. Economic Loss Assessment Report Services.

If you choose to obtain an economic loss assessment report via EconLoss.com, the report will be generated automatically and stored in the EconLoss.com electronic database. A copy of the report will be sent to you via email that you provide during your registration at www.econloss.com. You agree to review the inputs of your report (the answers to the online questionnaire) for indications of obvious errors before submitting payment and generating the report. To the extent required by applicable law and regulation, Volkov stores and maintains information that you provide to Volkov.

- 2.2. <u>Pricing.</u> Prices are ultimately determined at time you clicking the confirm button on the last screen of the questionnaire and are subject to change without notice. You should confirm that the pricing for your use of the Services has not changed, particularly if some time has passed between the date you start your questionnaire and the date you finish and are ready to generate the report and pay for it. The price for your use of the Service is established at the time you pay for it. Your price will not change once you pay for your Service.
- 2.3 <u>Amended of reports</u>. You can amend the answers to the questionnaire and re-generate the report at an additional fee. The price for amending the answers and rerunning the report is established at the time you pay for it. Your price will not change once you pay for your Service.
- 2.4 EconLoss Calculation Accuracy. Volkov works to ensure the accuracy of the calculations on every section of the report prepared using the EconLoss Online economic loss assessment Services. We do our best to incorporate the latest academic findings and methodologies into the calculation. It is possible though that from time to time the methodologies and the input assumptions are not updated immediately. EconLoss bears no responsibility for such instances.

3. HELP AND SUPPORT

Volkov may use a variety of methods (e.g., in-product, widgets, Internet, remote access, online community, chat, e-mail, video, and phone) to provide technical support and customer service in connection with the Services. The terms and conditions governing the offering of this support, which may require the payment of

an additional fee, are subject to change as announced by Volkov from time to time. If you choose to allow a Volkov agent to have remote access to your computer via the Internet to provide help, you should close other browsers or applications or follow other instructions to enable such access. Consult the EconLoss Online Help and Support web site for the most up-to-date information relating to this support and any associated charges.

4. THIRD PARTY SERVICES

To facilitate Third Party Services, Volkov may be required to obtain your explicit consent for disclosure and/or use of your information. By accepting these Third Party Services agreements and consents you authorize Volkov to use and disclose your information, including name and address, to the third party, for the purpose of making the Third Party Services you choose available to you. For some Third Party Services, we may submit an application on your behalf using your information to assist you in obtaining a benefit provided by a third party. You acknowledge that Volkov does not determine if you receive the benefit, and that you are solely responsible for meeting the third party's requirements and complying with applicable laws and regulations. You may need to provide us with your account number, password, security questions and answers, and other necessary login information ("Login Details"). You hereby represent that you have the authority to provide the Login Details to Volkov and you expressly appoint Volkov as your, or the third party who owns the Login Details', agent with limited power of attorney to access any Third Party Services on your behalf. You must provide true and accurate information. Third party's terms and conditions are generally found on the third party's website. Your participation in Third Party Services indicates your acceptance of such terms and conditions for such Third Party Services. If you sign up for a Third Party Service that requires access to your information on an ongoing basis and you subsequently want us to stop making your information available to such third party, you should discontinue use of the Third Party Services. You should evaluate all Third Party Services based on your own assessment and review of their terms and conditions.

5. USER ID AND PASSWORD SECURITY

You are the only person authorized to use your user ID and password and for maintaining the confidentiality of your user ID and password. You shall not permit or allow other persons to have access to or use your user ID and password. You are responsible for the use of the Services under your user ID.

6. PRIVACY OF PERSONAL INFORMATION

At Volkov we place the highest importance on respecting and protecting the privacy of our customers. Our most important asset is our relationship with you. We want you to feel comfortable and confident when using our products and services and with entrusting your personal information to us.

You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer.

You may provide us with your telephone number as part of your customer record or registration or via other method. You understand and agree that the Services may require multiple sources of information about you to confirm your identity and help ensure the security of your personal use of EconLoss, often referred to as "multi-factor authentication" ("MFA"). Part of the MFA identity authentication and verification process may

involve Volkov sending text message(s) containing security code(s) to your telephone number. You agree to receive these text message(s) from Volkov containing security code(s) as part of the MFA process. In addition, you agree that Volkov may send automated text messages and pre-recorded voice messages to the telephone number you provide for certain limited purposes, including: verifying your identity, providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

7. LIMITATION OF LIABILITY AND DAMAGES.

YOU UNDERSTAND THAT VOLKOV WILL NOT AUDIT OR OTHERWISE VERIFY ANY INFORMATION YOU PROVIDE, AND IS NOT RESPONSIBLE FOR ENTRY ERRORS, OVERESTIMATED INCOME, PENSION CONTRIBUTIONS, POST-INJURY EXPECTED INCOME, HOUSEHOLD SERVICES LOST, AND/OR OVERESTIMATION OF FUTURE HEALTHCARE COSTS.

EXCEPT FOR THE REIMBURSEMENT FOR CALCULATION ERRORS CAUSED BY METHODOLOGICAL ERRORS ON ECONLOSS WEBSITE, THE ENTIRE CUMULATIVE LIABILITY OF VOLKOV AND ITS SUPPLIERS FOR ANY REASON ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE WAIVED.

VOLKOV SHALL NOT BE LIABLE FOR NONSATTISFACTORY SETTLEMENT ON YOUR CASE OR LOSS OF THE CASE IN COURT, ANY ACCESS TO, OR USE OF, YOUR PASSWORD AND USER ID BY AN UNAUTHORIZED PERSON.

Volkov shall not be liable for any default or delay in the performance of its obligations under this Agreement to the extent its performance is delayed or prevented due to causes beyond its reasonable control, such as acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, the actions or omissions of third parties, electrical or communication system failures, or governmental action.

10. MISCELLANEOUS MATTERS.

You agree that Volkov is not acting as your agent or fiduciary in connection with your use of the Software or any Services.

You can contact Volkov Consulting, LLC by mail at Volkov Consulting, LLC 3435 River Ferry Dr. Johns Creek, GA 30022 or through www.econloss.com/contact if you have a question or concern about any product or service we sell over the Internet.

10.1 Additional Third Party Software Licensing Terms.

The Services may contain third party software components which are governed by and subject to commercial terms and licenses as provided below. You must comply with any such commercial terms and licenses with regard to these separate third party software components. Volkov makes no warranty concerning these third party software components.