MONOLITH TERMS OF USE

Last Updated: 16 October 2026

1. Agreement to Terms

1.1. These MONOLITH Terms of Use ("**Terms**") constitute a legally binding agreement between you ("**User**," "**you**") and Stability Solutions, Inc. ("**Stability**", "**we**", "**our**", "**us**"), governing your access to and use of the MONOLITH Lite and MONOLITH Enterprise applications, platforms, and related services (collectively, the "**Service**" or "**MONOLITH**").

1.2. By accessing, using, or submitting any data to MONOLITH, you acknowledge that you are of contracting age in your jurisdiction and have read, understood, and agreed to be bound by these Terms. If you do not agree to these Terms, you must not access or use MONOLITH.

1.3. These Terms incorporate by reference the following additional documents (collectively, the "**Supplemental Terms**"):

A. the MONOLITH Privacy Statement;

B. the MONOLITH Cookie Policy; and

C. any notices, guidelines, or policies published or otherwise made available by Stability in connection with MONOLITH.

1.4. In the event of a conflict between these Terms and the Supplemental Terms, these Terms shall prevail to the extent of the conflict.

2. Definitions

For purposes of these Terms, the following defined terms have the meanings set out below. Additional definitions appear throughout these Terms and apply with equal force.

2.1. "**Anchored Data**" means any data relating to the User Content and Mark associated therewith and recorded as an Artifact on MONOLITH and anchored to the GTN, upon which the data becomes permanent, immutable, globally accessible, and publicly readable, and includes metadata including metadata to be included in C2PA manifests, statements, declarations, identifiers, AI-training permissions, authorship assertions, ownership assertions, provenance claims, contextual information, and/or any other content relating thereto.

2.2. “**Artifact**” means a MONOLITH record of User Content that has been associated with a Mark.

2.3. “**Blockchain-Immutability Properties**” means the set of technological characteristics of the GTN whereby Anchored Data, once written to the GTN, cannot be altered, deleted, reversed, modified, rescinded, or made private.

2.4. “**Claims Data**” means any textual statements, metadata including metadata to be included in C2PA manifests, claims, assertions, identifiers, and/or information that a User elects to submit to MONOLITH with the intention of anchoring such information onto the GTN.

2.5. “**Corrective Anchor**” means an additional entry anchored to the GTN for the purpose of correcting, superseding, or legally overriding an earlier Anchored Data entry, typically pursuant to a court order, legal determination, or as otherwise required by law.

2.6. “**Global Trust Network**” or “**GTN**” means the public, decentralized, cryptographically verifiable, cryptoless blockchain infrastructure operated by or on behalf of Stability, to which MONOLITH anchors data submissions made by Users.

2.7. “**Mark**” means a set of metadata properties and MONOLITH preferences forming part of the Claims Data to be associated with a piece of User Content using MONOLITH. All User Content to which a Mark applies will inherit the metadata properties of the Mark.

2.8. “**Personal Data**” or “**Personally Identifiable Information**” has the meaning assigned to it under applicable data protection law and includes any information relating to an identified or identifiable natural person.

2.9. “**Service Suspension Event**” means any actual or suspected breach of these Terms, misuse of MONOLITH, unlawful activity, or any event that Stability determines, in its sole and unfettered discretion, may threaten the integrity, operation, security, or legal standing of MONOLITH, the GTN, or Stability.

2.10. “**User Content**” means all files including hashes thereof, data, metadata including metadata to be included in C2PA manifests, textual statements, identifiers, and/or other content that a User submits to MONOLITH, whether or not such content is ultimately anchored to the GTN.

3. Nature of MONOLITH

3.1. MONOLITH is a data anchoring and fingerprinting service, and conformant C2PA manifest generator. MONOLITH enables Users to submit Claims Data for the purpose of anchoring such data to the GTN. MONOLITH does not:

A. verify, validate, audit, or authenticate any User Content, Claims Data, or Anchored Data, including data relating to authorship, ownership, originality, provenance, accuracy, legality, or correctness thereof; or

B. mediate, arbitrate, resolve, or make determinations regarding intellectual property disputes;

3.2. MONOLITH provides a technological anchoring mechanism only. While Users may record and reference Anchored Data using MONOLITH, MONOLITH and Stability are not adjudicative bodies, legal authorities, or official registries of legal ownership, and do not possess legal authority to determine, confer, or adjudicate ownership, authorship, or any rights status.

3.3. By using MONOLITH, the User acknowledges and agrees that:

A. MONOLITH data is anchored on the GTN, a public blockchain, and therefore inherits all Blockchain-Immutability Properties;

B. the User alone is responsible for ensuring that all Claims Data is truthful, accurate, lawful, and that the User is authorized to submit the Claims Data for anchoring to the GTN;

C. Stability does not and is not obligated to perform rights verification, due diligence, or authenticity checks in respect of any User Content, Claims Data, or Anchored Data; and

D. Users who submit fraudulent, unauthorized, or infringing Claims Data shall bear full and exclusive legal liability for such submissions.

4. Account Registration and Access

4.1. In order to access certain features of MONOLITH, a User may be required to create an account and provide registration information (“**Account Data**”). The User represents and warrants that all Account Data is complete, accurate, and current.

4.2. The User is responsible for maintaining the confidentiality and security of their account credentials and for all actions conducted through the account, whether authorized or not.

4.3. The User must notify Stability immediately of any suspected unauthorized access to their account or any Service Suspension Event.

4.4. Stability may, at any time and in its sole discretion, refuse registration, suspend an account, require additional verification steps, and/or terminate an account for any reason, including to protect the GTN, MONOLITH, other Users, or Stability.

5. User Responsibilities

5.1. The User represents, warrants, and covenants that:

A. the User has full legal right, authority, title, and permission to submit all User Content and Claims Data;

B. the User Content and Claims Data does not infringe, misappropriate, or violate any intellectual property right, including copyright, trademark, trade secret, moral right; data subject privacy right; publicity right; contractual right; proprietary right; or any other right of any person or entity;

C. all User Content and Claims Data is truthful, accurate, not misleading, and submitted in good faith;

D. the User Content and Claims Data does not contain malware, harmful code, or any functionality intended to disrupt MONOLITH;

E. the User Content and Claims Data complies with all applicable laws, regulations, and court orders;

F. the User Content and Claims Data does not violate any obligations owed to any third party, including contractual, fiduciary, or statutory obligations.

5.2. The User acknowledges that Stability relies entirely on the truthfulness and legality of User-submitted User Content and Claims Data. Stability has no obligation to verify, investigate, monitor, or screen User Content, Claims Data, or Anchored Data.

5.3. The User assumes all risks arising from the submission of User Content and Claims Data, and anchoring, publication, immutability, and global visibility of Anchored Data.

6. Prohibited Conduct

6.1. General Prohibitions: The User shall not, whether directly, indirectly, deliberately, negligently, or through automated means, engage in any conduct that:

A. violates these Terms or any Supplemental Terms;

B. infringes, misappropriates, or violates any intellectual property right, including copyright, trademark, trade secret, moral right; data subject privacy right; publicity right; contractual right; proprietary right; or any other right of any person or entity;

C. constitutes the submission of User Content or Claims Data for which the User lacks all necessary rights, permissions, authorities, and legal bases;

D. is fraudulent, deceptive, misleading, defamatory, threatening, harassing, abusive, unlawful, or tortious;

E. manipulates, falsifies, fabricates, or otherwise misrepresents authorship, ownership, provenance, licensing status, authenticity, or origin of any work or content;

F. constitutes or facilitates identity theft, impersonation, or misrepresentation of any person or entity;

G. interferes with or disrupts the operation of MONOLITH or attempts to circumvent its security features;

H. exploits MONOLITH or the GTN in a manner that could result in harm, legal liability, security breach, or operational instability;

I. attempts to reverse engineer, decompile, copy, or reproduce the technological processes underlying MONOLITH or the GTN except as permitted by law;

J. uses MONOLITH for the purpose of asserting false ownership or authorship claims with respect to content the User did not create or does not lawfully own.

6.2. Unauthorized or Fraudulent Rights Assertions: The User shall not anchor to the GTN any Claims Data that asserts:

A. false attributions of authorship of work;

B. false information concerning ownership of intellectual property;

C. licensing permissions (including AI-training permissions) that the User does not have the legal authority to grant or withhold;

D. provenance claims that are false or misleading.

6.3. Unlawful Content: The User shall not upload or anchor any content that:

A. violates applicable local, national, or international laws;

B. constitutes unlawful surveillance, data misuse, or privacy infringement;

C. includes personal data of third parties without their express written consent;

D. constitutes classified, export-controlled, or otherwise restricted information.

6.4. Harmful Technical Conduct: Users shall not:

A. knowingly introduce viruses, worms, logic bombs, corrupted files, or any form of malicious code;

B. interfere with the technical operation of MONOLITH, including through load testing, DDOS attacks, scraping, or automated submission systems;

C. bypass or attempt to bypass authentication, encryption, or other security mechanisms.

6.5. Material Breach: Violation of any provision of this Section constitutes a material breach of the Terms and may result in immediate suspension or termination of access to MONOLITH.

7. Immutability, Irreversibility, and Public Nature of Anchored Data

7.1. Irreversibility: The User acknowledges and agrees that once Claims Data is anchored to the GTN (becoming Anchored Data):

A. it becomes permanently and immutably written to the GTN;

B. it cannot be deleted, removed, amended, corrected, hidden, or altered;

C. Stability has no technical ability to remove, overwrite, modify, or redact Anchored Data.

7.2. Global Visibility: Anchored Data is globally visible, meaning it is:

A. indexable, discoverable, readable, and publicly visible to any person worldwide through GTN-compatible services;

B. permanently accessible by third parties, including automated systems, AI models, web crawlers, and blockchain explorers.

7.3. Inclusion of Personal Data: If the User elects to include Personal Data in User Content, Claims Data, or Anchored Data:

A. the User is solely responsible for ensuring they have all necessary consent and legal bases;

B. the User acknowledges that such Personal Data will be permanently and publicly visible;

C. the User waives any rights to erasure, deletion, or correction in respect of such Anchored Data.

7.4. User's Sole Responsibility: The User assumes all legal, regulatory, contractual, reputational, and personal risks arising from their decision to anchor data, including Personal Data, to the GTN.

7.5. Limitation of Data Repair or Remediation: Except as provided under Section 8 (Corrective Anchors), Stability has no obligation or capability to modify or correct Anchored Data under any circumstance.

8. Corrective Anchors

8.1. Corrective Anchoring Mechanism: While Stability has no greater inherent power than any other participant to add to, alter, delete, or otherwise interfere with the GTN as a public blockchain, in the event that a court of competent jurisdiction, governmental authority, or binding legal instrument determines that specific Anchored Data is false, unauthorized, infringing, unlawful, or otherwise invalid, Stability may, at its discretion and within MONOLITH:

A. assist in the creation and submission of a Corrective Anchor;

B. mark or reference the prior anchor as superseded; and/or

C. take administrative action within MONOLITH to reflect the legal determination.

For the avoidance of doubt, a Corrective Anchor does not delete or modify the original Anchored Data, as this is not possible on the GTN; it merely clarifies that the original Anchored Data is superseded by the Corrective Anchor which functions as the operative or true claim as of its anchoring date.

8.2. Requirements for Corrective Anchors: Stability may, at its sole and unfettered discretion, require the requesting party to provide conclusive and authoritative documentation before Stability will assist in issuing a Corrective Anchor, which may include:

A. a final, binding, and non-appealable judgment, order, or directive issued by a court of competent jurisdiction or other authority with lawful power to determine rights;

B. notarized or otherwise legally recognized documentation establishing the requester's rights or interests;

C. verification of the requester's identity and authority to make the request; and

D. any additional documentation or evidence that Stability reasonably determines is necessary to comply with applicable law or to ensure the legitimacy of the Corrective Anchor request.

8.3. No Duty to Adjudicate: For the avoidance of doubt, Stability is not an adjudicative body and does not determine which party holds valid rights, evaluate the merits of conflicting claims, or participate in dispute resolution between third parties except as required by law.

8.4. No Guarantee of Remediation: Stability does not warrant or guarantee that a Corrective Anchor will resolve disputes, prevent harm, or satisfy legal requirements in any jurisdiction.

9. Limited License to Stability

9.1. The User grants Stability a non-exclusive, worldwide, royalty-free license to:

A. receive, process, store, transmit, and handle User Content for the purpose of providing MONOLITH services;

B. prepare, compute, and anchor Claims Data to the GTN as Anchored Data;

C. maintain operational logs and metadata relating to User interactions with MONOLITH.

9.2. This license does not grant Stability any right to:

A. use User Content outside MONOLITH in any way that is inconsistent with the permissions or usage preferences the user has publicly published in their Anchored Data;

B. claim ownership of User Content.

10. Security

10.1. Stability will employ commercially reasonable administrative, technical, and organizational measures to secure:

A. User accounts;

B. internal storage systems;

C. transmission pipelines; and

D. relevant operational infrastructure.

10.2. User acknowledges that no system can guarantee absolute security and that:

A. public blockchain systems such as the GTN inherently expose Anchored Data to permanent public visibility;

B. no encryption, anonymization, or hashing performed by Stability can retroactively protect data the User voluntarily chooses to make public;

C. Stability is not liable for unauthorized access, disclosure, or use of Anchored Data.

10.3. Stability is not responsible for:

A. failures of User devices, networks, or systems; or

B. third-party tools, crawlers, or blockchain explorers accessing the GTN.

11. Disclaimers

11.1. The Service is provided strictly on an "**AS IS**", "**AS AVAILABLE**", and "**WITH ALL FAULTS**" basis.

11.2. Stability hereby disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to implied warranties of merchantability; fitness for a particular purpose; non-infringement; accuracy or completeness of Claims Data or Anchored Data; and reliability, integrity, or availability of MONOLITH and the GTN. Stability makes no warranty that MONOLITH and the GTN will be error-free or that access thereto will be continuous or uninterrupted. You understand that you use, access, download from, or otherwise obtain benefits through MONOLITH at your own discretion and risk.

11.3. You acknowledge that blockchain systems may be subject to forks, attacks, reorganizations, consensus failures, and emergent vulnerabilities; Stability has no control over

decentralized network participants; and Anchored Data may be replicated across innumerable nodes beyond Stability's control.

11.4. Stability adopts robots.txt standards for programmatically instructing crawlers and bots not to train on MONOLITH data. While this is effective for most standard use and deployment of crawlers and bots, you acknowledge and accept that this cannot prevent bad actors from training on MONOLITH data through other means, including by deploying crawlers and bots specifically to ignore robots.txt standards, or by manually scraping data. There is currently no foolproof way to prevent AI training.

11.5. You acknowledge that the Coalition for Content Provenance and Authenticity ("**C2PA**") is an independent organization separate from Stability and that we do not exercise any control over it. While Stability has been granted conformance status as a Generator by C2PA in accordance with C2PA's standards and in relation to specific formats that C2PA supports, we cannot guarantee that (i) C2PA will not change its standards, rendering our implementation non-conformant; (ii) Stability will always update our implementation whenever C2PA changes its standards to perpetually maintain our C2PA conformance; and (iii) third-party C2PA validators will operate reliably or otherwise recognize C2PA manifests issued by Stability.

11.6. Stability provides no assurance that:

A. MONOLITH will be uninterrupted or error-free;

B. MONOLITH records are true, correct, or verified;

C. Anchored Data will achieve any legal or evidentiary purpose; and/or

D. third parties will interpret Anchored Data accurately.

12. Limitation of Liability

12.1. You understand and agree that Stability shall not be liable to you, whether in contract (including under any indemnity or warranty), in tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms, for indirect or consequential losses of any kind whatsoever and however caused, whether or not reasonably foreseeable, reasonably contemplatable, or actually foreseen or actually contemplated, including where resulting directly or indirectly from:

A. interruptions or changes to, or cessation of, MONOLITH;

B. your use or inability to use MONOLITH;

C. delays or disruptions to MONOLITH;

D. viruses or other malicious software arising from or in connection with MONOLITH;

E. glitches, bugs, errors, or inaccuracies of any kind on MONOLITH;

F. damage to your hardware device from the use of MONOLITH;

G. loss, corruption, or exposure of data including Anchored Data on or submitted to MONOLITH and/or the GTN;

H. the actions or inactions of other users or third parties in relation to MONOLITH;

I. indirect, incidental, consequential, punitive, exemplary, or special damages;

J. loss of profits, revenue, business, goodwill, opportunity, or anticipated savings;

K. damages arising from reliance on false or misleading Anchored Data or any other data on MONOLITH and/or the GTN;

L. damages arising from your acts, omissions, breaches, or representations;

M. damages arising out of any blockchain-specific risks, including forks, consensus failures, network attacks, latency, replication, or global distribution of data;

N. damages arising from any third-party access to or use of User Content, Claims Data, or Anchored Data, including manual or automated scraping and/or deployments of crawlers or bots designed to ignore robots.txt standards and/or other instructions on AI training permissions.

12.2. Stability shall not be liable under any theory (including contract, tort, statutory, strict liability, or otherwise) for consequences arising from the immutability, permanence, or global visibility of Anchored Data.

12.3. You hereby agree to release Stability (and its affiliates and subsidiaries, and its and their respective officers, directors, employees, and agents) from any and all claims, demands, and damages, whether actual or consequential, of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and third parties. In granting this release, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you know or suspect to exist in your favor at the time of agreeing to this release.

12.4. Notwithstanding the exclusions above, if Stability is found liable in any manner arising out of or relating to MONOLITH, the GTN, or these Terms, then Stability's aggregate liability in

respect of each User shall not exceed USD $50 regardless of the number of claims, causes of action, or occurrences, whether the claim arises from breach of contract, tort (including negligence), strict liability, or otherwise, even if Stability has been advised of the possibility of such damages, and to all legal and equitable remedies.

12.5. The User acknowledges that the disclaimers, indemnities, exclusions, and limitations in Sections 11, 12, and 13 are an essential basis of the agreement and that MONOLITH would not be provided without them.

13. Indemnities

13.1. To the fullest extent permitted by law, the User shall defend, indemnify, and hold harmless Stability, its affiliates, subsidiaries, directors, officers, employees, contractors, agents, licensors, and service providers (collectively, the "**Indemnified Parties**") from and against any and all:

A. claims, demands, suits, actions, or proceedings;

B. allegations of any kind;

C. damages (actual, consequential, punitive, or otherwise);

D. losses, liabilities, and judgments;

E. fines, penalties, or regulatory sanctions; and

F. costs and expenses, including reasonable attorneys' fees and litigation costs;

arising out of, relating to, or in connection with:

i. User Content or Claims Data submitted by the User;

ii. any Anchored Data resulting from the User's use of MONOLITH;

iii. infringement, misappropriation, or violation of any third-party intellectual property right, including copyright, trademark, trade secret, moral right; data subject privacy right; publicity right; contractual right; proprietary right; or any other right of any person or entity;

iv. false, fraudulent, deceptive, misleading, inaccurate, or unlawful Claims Data;

v. the User's breach of any representation or warranty under these Terms;

vi. the User's breach of any law, regulation, or court order;

vii. the User's acts or omissions involving negligence, bad faith, fraud, or willful misconduct.

13.2 Stability shall:

A. provide the User with reasonably prompt notice of any claim for which indemnification is sought, but for the avoidance of doubt, failure to do so shall not release the User except to the extent such failure materially prejudices the User;

B. permit the User to control the defense and settlement, provided that no settlement may impose any obligation on Stability without Stability's prior written consent; and

C. have the right to participate in the defense with counsel of its choosing at its own expense.

14. Suspension and Termination

14.1. Stability may suspend or restrict access to MONOLITH immediately, with or without notice, if Stability determines in its sole and unfettered discretion that:

A. the User has breached these Terms;

B. a Service Suspension Event exists;

C. suspension is necessary to protect the GTN, MONOLITH, other Users, or Stability; or

D. the User is involved in or connected with any fraudulent, illegal, or unauthorized activity.

14.2.Stability may terminate the User's access to MONOLITH for any of the reasons stated above, or:

A. if required by law or court order;

B. if MONOLITH is materially discontinued or altered; or

C. if the User fails to maintain accurate account information.

14.3. The User may terminate their MONOLITH account at any time by unsubscribing to their paid plan.

14.4. Upon termination:

A. the User's account may be disabled or deleted, including suspending or disabling any services that sync data with MONOLITH, including desktop applications, API keys, and other services;

B. Stability will delete or anonymize any Personal Data and User Content (if any) under its control, subject to legal retention obligations; and

C. Anchored Data, including Anchored Data containing Personal Data and User Content (if any), shall remain permanently accessible on the GTN and cannot be deleted or altered due to the nature of the GTN.

15. Intellectual Property Rights

15.1. Stability and its licensors own all right, title, and interest in:

A. MONOLITH and the GTN infrastructure;

B. associated software, code, methodologies, algorithms, and tools;

C. Stability trademarks, logos, and branding; and

D. documentation, interfaces, and derivative works.

No rights are granted to Users except as expressly provided.

15.2. The User shall not:

A. copy, modify, distribute, or create derivative works of MONOLITH;

B. reverse engineer, decompile, or attempt to derive MONOLITH source code;

C. remove proprietary notices; or

D. otherwise use Stability IP in violation of applicable laws.

16. DMCA Procedure

16.1. Stability complies with the requirements of the U.S. Digital Millennium Copyright Act ("**DMCA**") for non-anchored content stored on Stability's internal systems. This does not apply to Anchored Data on the GTN, which is immutable and outside Stability's technical control.

16.2. If you believe that content stored by Stability (excluding Anchored Data) infringes your copyright, you may submit a DMCA notice including:

A. your full legal name and contact details;

B. identification of the copyrighted work;

C. identification of the infringing content;

D. a statement of good-faith belief;

E. a statement under penalty of perjury;

F. your physical or electronic signature.

16.3. Contact information for DMCA Notices: Notices must be sent to: contact@stabilityprotocol.com with the subject line "MONOLITH DMCA Notice".

16.4. Stability cannot delete, modify, or remove Anchored Data. In all cases involving Anchored Data, the sole and exclusive remedy if available shall be Section 8 (Corrective Anchors), subject to the requirements of Section 8.

17. Notices

17.1. Stability may provide notices to you by:

A. email;

B. in-app notifications;

C. posting updates on official websites; and/or

D. any other reasonable method.

17.2. Notices shall be deemed received:

A. immediately upon electronic transmission;

B. when posted within MONOLITH or on Stability's website; and

C. within 24 hours of dispatch if via email.

17.3. Users must keep contact information accurate and current.

18. Governing Law and Jurisdiction

18.1. These Terms shall be governed exclusively by the laws of the State of Delaware, United States of America, without regard to conflict-of-law principles.

18.2. Any dispute, claim, or proceeding arising from, relating to, or in connection with these Terms, MONOLITH, or the GTN shall be brought exclusively in the state or federal courts located in Delaware.

18.3. The User irrevocably submits to the jurisdiction of such courts and waives any and all objections on grounds of lack of personal jurisdiction; improper venue; and/or forum non conveniens.

19. Export Control and Sanctions Compliance

19.1. The User represents and warrants that they are not:

A. subject to US, UN, or other government sanctions;

B. located in a jurisdiction subject to comprehensive sanctions or on the Financial Action Task Force ("**FATF**") list of High-Risk Jurisdictions subject to a Call for Action ("**Black List**") for the time being in force;

C. using MONOLITH for prohibited end uses (e.g. sanctioned activities).

19.2. The User shall not use MONOLITH in violation of any applicable export control laws.

20. Anti-Abuse and Security Protections

20.1. Stability may implement security controls, rate-limiting, anomaly detection, and identity verification procedures to protect MONOLITH and the GTN.

20.2. Users may not interfere with or attempt to bypass security features.

20.3. If Stability believes that a User poses a security risk, Stability may suspend or terminate access immediately.

21. Modifications to MONOLITH and to these Terms

21.1. Stability may, at any time and in its sole and unfettered discretion:

A. add, remove, suspend, modify, or discontinue any feature, functionality, component, or aspect of MONOLITH or the GTN's public interfaces;

B. introduce new features or impose technical, operational, or usage limits; and/or

C. conduct maintenance, upgrades, or migrations that may affect availability.

Such changes shall be subject to these Terms unless otherwise specified.

21.2. Stability shall not be liable for any:

A. loss of access, availability, or functionality;

B. inability to retrieve, interpret, or access Anchored Data; or

C. reliance on any aspect of MONOLITH that is subsequently altered.

21.3. Stability may revise these Terms from time to time. Updates shall become effective upon:

A. posting the revised Terms within MONOLITH;

B. posting on an official Stability website; or

C. notifying Users by email or other reasonable means.

21.4. By continuing to access or use MONOLITH after the effective date of updated Terms, the User agrees to be bound by the revised Terms.

22. Assignment and Subcontracting

22.1. Stability may assign, transfer, delegate, or subcontract any of its rights or obligations under these Terms, in whole or in part, without notice or consent, including:

A. to an affiliate or subsidiary;

B. in connection with a merger, acquisition, restructuring, or sale of assets; and/or

C. to third-party service providers supporting MONOLITH or the GTN.

22.2. The User shall not assign, transfer, or delegate any rights or obligations under these Terms without Stability's prior written consent. Any attempted assignment in violation of this Section shall be void.

22.3. These Terms shall be binding upon and enforceable against the parties and their permitted successors and assigns.

23. Relationship of the Parties

23.1. No provision of these Terms creates a partnership, joint venture, employment, fiduciary, or agency relationship between the User and Stability.

23.2. The User has no authority to bind Stability contractually or legally.

23.3. Stability does not act as agent, representative, trustee, custodian, or fiduciary of the User.

24. Force Majeure

24.1. Stability shall not be liable for failure to perform any obligation under these Terms if such failure is due to any of the following causes ("**Force Majeure**"):

A. acts of God or natural disasters;

B. war, terrorism, civil unrest;

C. labor disputes or strikes;

D. embargoes, sanctions, or export restrictions;

E. government actions or orders;

F. failures of telecommunications or internet services;

G. power outages or infrastructure failures;

H. widespread network or blockchain disruptions;

I. epidemics, pandemics, quarantines, or other medical or public health emergencies; or

J. events beyond Stability's reasonable control.

24.2. Where possible, Stability will use commercially reasonable efforts to mitigate the effects of such events.

25. Severability

25.1. If any provision of these Terms is held invalid, illegal, or unenforceable by a court of competent jurisdiction:

A. such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable;

B. if modification is not possible, the provision shall be severed; and

C. all remaining provisions shall remain in full force and effect.

26. No waiver

26.1. No failure or delay by Stability in exercising any right, power, or remedy under these Terms shall constitute a waiver of such right.

26.2. Any waiver must be in writing and signed by an authorized representative of Stability.

26.3. A waiver of one instance shall not constitute a waiver of any future instance.

27. Payments

27.1. All pricing and payments are in United States Dollars (USD). All fees are paid by credit card and deducted automatically in accordance with the relevant payment cycle.

27.2. User shall be responsible for any foreign exchange fees and applicable taxes.

27.3. Subscriptions shall auto-renew on a monthly or annual basis as applicable.

27.4. Users may cancel their subscription at any time for any or no reason. Artifact records and Anchored Data shall remain on MONOLITH and the GTN as applicable.

27.5. Payments including any applicable taxes or other charges once processed are strictly non-refundable. In the event that you are unsatisfied with MONOLITH, you hereby understand and agree that your sole and exclusive remedy shall be to terminate your MONOLITH subscription.

27.6. We reserve the right to increase or decrease subscription fees for MONOLITH, or introduce new charges, upon reasonable notice. Changes to subscription fees or other charges will take effect from the next billing cycle after the changes are implemented.

27.7. In the event of any unpaid payments, Stability reserves the right to suspend or terminate access to MONOLITH in part or in whole at our sole and unfettered discretion.

28. Desktop application

28.1. A downloadable MONOLITH desktop application ("**Desktop App**") is offered on the MONOLITH portal. The Desktop App is provided on the same Terms as MONOLITH and use of the Desktop App is subject to these same Terms.

28.2. The Desktop App enables a User to watch/monitor User-determined folders ("**Watched Folders**"), select a Mark to apply to all files in the Watched Folder, and auto-submit all Claims Data relating thereto to MONOLITH, subject to any applicable rate limits. The User is solely responsible for all User Content, Claims Data, and resulting Anchored Data in connection with use of the Desktop App.

29. Interpretation

29.1. Section headings are for convenience only and shall not affect interpretation.

29.2. The words "including," "includes," and "such as" are deemed to be followed by the words "without limitation."

29.3. In the event of ambiguity, these Terms shall not be construed against Stability solely because Stability drafted them.

29.4. References to laws include amendments, consolidations, and replacements thereof.

30. Entire Agreement

30.1. These Terms, including any Supplemental Terms incorporated by reference, constitute the entire agreement between the User and Stability with respect to MONOLITH and supersede all prior or contemporaneous representations, negotiations, understandings, or agreements, whether written or oral.

31. Survival

Sections intended by their nature to survive termination, including Sections 3.3, 5, 7, 8, 9, 11, 12, 13, 14.4, 15, 17 - 20, 22 - 24, and 27 - 33 shall survive the termination or expiration of these Terms.

32. Third-Party Beneficiaries

32.1. Except as expressly stated, no third party shall have rights to enforce any provision of these Terms.

32.2. Notwithstanding Section 32.1, the Indemnified Parties are express third-party beneficiaries with enforceable rights under Section 13.

33. Contact Information

Please direct any general queries to: contact@stabilityprotocol.com

34. Acknowledgment

By accessing or using MONOLITH, the User acknowledges that:

A. they have read these Terms in full;

B. they understand the risks associated with Anchored Data and blockchain immutability; and

C. they agree to be legally bound by all provisions herein.

Supplementary Terms Applicable to MONOLITH Enterprise

These supplementary terms ("**MONOLITH Enterprise Supplementary Terms**") are applicable to MONOLITH Enterprise users and are in addition to and form part of the Terms. All of Stability's rights in the Terms shall continue to apply in respect of these MONOLITH Enterprise Supplementary Terms. In the event of any conflict or inconsistency, the MONOLITH Enterprise Supplementary Terms will take precedence.

1. Authority to contract on behalf of Customer

You, a natural person, must be, and warrant and represent that you are (i) of legal age to contract; (ii) acting on behalf of your business entity (hereafter "**you**" or "**Customer**") to bind it to the Terms; and (iii) authorized to contract with Stability on behalf of the Customer.

2. MONOLITH Enterprise additional features

MONOLITH Enterprise offers the Customer additional features including custom metadata, API integrations and automations, increased rate-limits, and more. These features are described in more detail on the Monolith Enterprise website (joinmonolith.com) and are subject to change at Stability's discretion in accordance with the Terms.

3. Customer responsible for use of MONOLITH Enterprise

The Customer shall be responsible for MONOLITH Enterprise use relating to the Customer's enterprise subscription, including management of Marks, administration of MONOLITH user accounts, substance and submission of User Content and Claims Data, and payments.

4. License to use MONOLITH Enterprise

Stability grants the Customer a worldwide, non-exclusive, non-sublicensable license to use MONOLITH Enterprise subject to the Terms including the MONOLITH Enterprise Supplementary Terms, and payment of any licensing fees.

5. No sharing of API keys

The Customer is solely responsible for all activity relating to its MONOLITH Enterprise account(s) and API key(s). The Customer represents and undertakes that it shall not share API keys with third-parties.

6. Integrating automated systems with MONOLITH Enterprise

Notwithstanding anything to the contrary in the Terms, the Customer may integrate its IT systems with MONOLITH Enterprise, including where its IT systems submit User Content and Claims Data to MONOLITH Enterprise on an automated basis.

Customer must ensure that it has processes in place to review User Content and Claims Data before submitting to MONOLITH Enterprise to ensure that (i) Claims Data is accurate; (ii) no Personal Data is disclosed without the consent of the relevant data subjects; and (iii) no confidential information is accidentally disclosed; as this data will be written to the GTN and publicly accessible.

Any localized hashing on Customer IT systems must be implemented in accordance with Stability requirements to ensure that hashes are recorded accurately on MONOLITH Enterprise.

Indemnities under the Terms shall apply with equal force and effect to MONOLITH Enterprise, including where User Content and Claims Data is submitted on an automated basis.

7. Using MONOLITH Enterprise to provide services to your downstream customers

If you embed MONOLITH Enterprise into your systems to provide services to your downstream customers, you must refrain from making any statements implying that Stability is a party to your provision of services to your downstream customers, and must ensure that your downstream customers understand that data anchored on the GTN is publicly verifiable and this process is irreversible and outside the control of Stability, as befits the nature of a public blockchain. All disclaimers and limitations of liability under the Terms shall apply with equal force and effect in respect of your downstream customers and you undertake to indemnify Stability against all claims arising out of or in connection with your provision of embedded MONOLITH Enterprise functionality to your downstream customers.

8. Enterprise payment plans

Stability offers 2 payment plans for MONOLITH Enterprise customers:

- Fixed Rate: A pre-paid payment scheme comprising a flat monthly fee plus a fixed rate per base-unit per month, billed at the beginning of each payment cycle.
- Pay-as-you-go: A post-paid payment scheme comprising a flat monthly fee plus a fixed rate per fingerprint per month, billed at the end of each payment cycle.

Payment terms under the Terms shall apply with equal force and effect to MONOLITH Enterprise.

9. Service Levels

Stability guarantees 99.9% uptime ("**Uptime Promise**") for MONOLITH Enterprise Customers, provided implementation and integrations conform to Stability requirements.

Stability will provide a minimum of 2 weeks advance written notice in the event of planned downtime for maintenance activities.

In the event of unplanned downtime breaching the Uptime Promise, Customers shall be entitled to Service Level Credits as set out below, which the Customer acknowledges and agrees shall be the sole and exclusive remedy available to the Customer:

Customers on Fixed Rate payment plan:

> Service Level Credits: **$2 / hour** of unplanned downtime breaching the Uptime Promise, up to a maximum of **$1509 per month**, with no rollover.

Customers on Pay-as-you-go payment plan:

> Service Level Credits: **$2 / hour** of unplanned downtime breaching the Uptime Promise, up to a maximum of **$1500 per month**, with no rollover.

Service Level Credits will be consumed in the month immediately following the Service Level disruption.
For the avoidance of doubt, Service Level Credits shall not form part of aggregate liability under Clause 12.4.