

CLLOUD VAR SERVICES AGREEMENT

This Cloud VAR Services Agreement (this “**Agreement**”) is entered into on the date specified in the relevant corresponding Service Order executed by and between:

DAG Tech, LLC, a limited liability company incorporated under the laws of Maryland, having its registered office at 2401 York Rd Lutherville Timonium MD 21093 (hereinafter referred to as “**DAG Tech**” which expression shall, where the context so permits, be deemed to mean and include its successors-in-interest, administrators and permitted assigns) of the First Part;

AND

Client, (an individual, adult/limited liability Company/incorporated company), as named and detailed in the relevant corresponding Service Order (hereinafter referred to as “**Client**” which expression shall, where the context so permits, be deemed to mean and include its successors-in-interest, administrators and permitted assigns) of the Other part.

(DAG Tech and Client are hereinafter also referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- A. The DAG Tech is the authorized value-added reseller (“**VAR**”) of the hardware, software, and/or cloud services specified in relevant corresponding Service Order (“**Cloud VAR Services**”).
- B. The DAG Tech has agreed to sell to, and Client has agreed to purchase from the DAG Tech, the Cloud VAR Services subject to the terms and conditions mentioned in this Agreement.

NOW, THEREFORE in consideration of the mutual promises and obligations set out in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms that have not been defined specifically hereunder shall have the meaning ascribed to them in the Master T&Cs used in this Agreement. Capitalized terms used in this Agreement shall have the same meaning assigned to them as under:

“**Agreement**” shall mean this Cloud VAR Services Agreement together with its annexures, each as supplemented and amended from time to time;

“**Authorized Persons**” has the meaning given to the term in Clause 5.1 below;

“**Business Day**” shall mean a day (other than Saturday, Sunday or public holiday) on which banks are open for business in United States of America;

“**Confidential Information**” has the meaning given to the term in Clause 14.1 below;

“Deliverables” shall mean any and all deliverables in relation to the Cloud VAR Services, as specified in the relevant corresponding Service Order, and includes without limitation, the documentation of Cloud VAR Services installed, and other Deliverables that DAG Tech is required to deliver to Client under this Agreement;

“Effective Date” shall mean the date of execution of the relevant and corresponding Service Order by the Parties;

“Fee” shall mean the aggregate of the Cloud VAR Services fee to be paid by the Client to DAG Tech in respect of the purchase of the Cloud VAR Services from DAG Tech as specified in the relevant corresponding Service Order in accordance with the terms of this Agreement;

“Force Majeure” shall have the same meaning as defined in Clause 13.1 of this Agreement;

“Cloud VAR Services” has the meaning given to the term in the Recitals;

“Cloud VAR Services Delivery Date” means the date of delivery of the Cloud VAR Services to the Client as is specified on the relevant and corresponding Service Order;

“Intellectual Property Rights” shall mean any and all patents, trademarks, domain names, website designs and layouts, service marks, trade names, registered designs, copyrights, database rights, design rights, service marks, business names, logos, trade secrets, technical and commercial know-how, whether registered or otherwise, and all and any other similar type of proprietary rights, whether it can be registered or not;

“Master T&Cs” shall mean the DAG Tech Master Terms and Conditions executed by the Parties, which shall be incorporated into this Agreement by reference hereof, and located at <https://www.dagtech.com/terms-conditions>;

“Project Site” shall mean the Licensee’s office site/address, as specified in the relevant corresponding Service Order;

“Service Order” shall mean the Service Order executed by the Parties, for the purchase of the Cloud VAR Services thereunder, which Service Order shall be incorporated into this Agreement by reference hereof;

“Services” shall mean all the services that DAG Tech is required to perform under this Agreement, which services include without limitation, installation, configuration, and implementation of the Cloud VAR Services and Software at the Project Site, and in general all other work to be carried out by DAG Tech in order to fulfill the requirements and its obligations as contemplated in this Agreement;

“Software” has the meaning given to the term in the Recitals;

“Software License” shall mean the irrevocable, perpetual, non-exclusive and non-transferable license for the Software granted by DAG Tech (whether such Software is proprietary of DAG Tech, or DAG Tech is the authorized reseller of that Software with the right to further sublicense the Software to the Client, as the case may be) to Client under Clause 3.1 of this Agreement;

“Term” has the meaning to the term in Clause 2.1;

1.2 Interpretation

- i. headings in the Agreement are inserted only for convenience and shall not affect its

construction and interpretation.

- ii. the singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.
- iii. a reference to any Clause or Annexure shall be construed as a reference to a clause or annexure to this Agreement.
- iv. recitals and Annexures to this Agreement shall be an integral and operative part of the Agreement and any breach thereof or any misrepresentation contained therein shall entitle the Parties to the same remedies as are available in respect of other terms of this Agreement.
- v. in case of conflict or inconsistency between any term of a Annexure and this Agreement, the terms of this Agreement shall prevail over the terms contained in the Annexure to the extent of the conflict / inconsistency.

2. **TERM**

- 2.1 This Agreement commences as of the Effective Date and continues for the period specified on the relevant and corresponding Service Order, unless earlier terminated pursuant to this Clause 11 (the “**Term**”). If a Subscription Software is purchased, the Subscription Start Date shall be the date of delivery of the subscription by the Original Equipment Manufacturer.

3. **SOFTWARE LICENSE**

- 3.1 **Third-Party Software License.** The Cloud VAR Services shall include a license to Software/tools installed or accessed on hardware, network, or systems infrastructure owned and/or operated by a third party in the form of the Software License granted hereof, and the Client hereby agrees to abide by all of the terms and conditions of such Software License between the Client and the owner, operator, and/or developer of such Software (the “**Licensor**”) whether such Licensor is DAG Tech or a third-party, and any other documentation for the Software License as shall be provided by Licensor. Such Software License terms may be set forth in a separate end user license agreement or similar agreement to be provided by the Licensor with the Software License. The Client hereby acknowledges that DAG Tech is not a party to any such separate end user license agreement, and that DAG Tech shall have no liability or responsibility to Client thereunder. Client further acknowledges and agrees that DAG Tech is only the reseller of the Software (and its Software License thereunder), and not the owner, operator, or developer of Software, and therefore shall have no liability or responsibility whatsoever for the form, functionality, timeliness, specifications, quality, or performance of the Software, whether under this Agreement or any other theory of liability or cause of action.
- 3.2 **Software License and Restrictions.** If the Cloud VAR Services include a subscription license to access Software hosted on hardware, network, or systems infrastructure owned and operated by DAG Tech (“**Subscription Software**”), then subject to Client’s compliance with the terms and conditions of this Agreement, DAG Tech hereby grants to Client a non-exclusive, limited, revocable, non-sublicensable, non-transferable license during the Term to allow its authorized end-user personnel (“**Permitted Users**”) to access and use the Subscription Software solely for Client’s internal, nonpublic business purposes. Client may not provide access to the Subscription Software to any third party or any individual or entity who is not a Permitted User without first obtaining DAG Tech’s prior written consent in each instance, to be granted or withheld in DAG Tech’s sole discretion. In addition to and without limiting any license restrictions set forth in the Service Order, Client may not, nor may Client permit any third party to: (a) copy the Subscription Software

or any component thereof; (b) modify, translate or otherwise create derivative works of the Subscription Software; (c) disassemble, decompile or reverse engineer the Subscription Software or any component thereof, including without limitation in object code or source code format; (d) bypass or breach any security device or protection used by the Subscription Software, or access the Subscription Software using any methods other than those permitted under this Agreement; (e) use or access the Subscription Software in any way or for any purpose which violates any applicable law or regulation; (f) damage, destroy, disrupt, disable, interfere with or otherwise impede or harm the Subscription Software or any of DAG Tech's systems or network infrastructure involved in the hosting and provision thereof; (g) remove, delete, alter, or obscure any trademarks, specifications, documentation, warranties, disclaimers, or intellectual property or proprietary rights notices from the Subscription Software; or (h) upload or otherwise introduce to the Subscription Software any virus, disabling device, or other harmful or malicious software code, tool, or application. The Client further acknowledges that the Subscription Software may be subject to separate license terms between Client and the Licensor of Subscription Software, which may be set forth in a separate end user license agreement or similar agreement. The Client acknowledges that DAG Tech is not a party to any such separate end user license agreement (or similar agreement), and that DAG Tech shall have no liability or responsibility to Client thereunder.

3.3 **Suspension.** DAG Tech reserves the right to suspend or terminate Client's access to the Subscription Software: (a) immediately upon DAG Tech's determination of any actual or suspected breach of this Agreement or violation of any applicable law or regulation by Client; or (b) upon written notice to Client if DAG Tech reasonably determines that its continued provision of such access would be in violation of any applicable law or regulation or otherwise expose either Party to the risk of liability from a third party claim brought in connection with such access.

3.4 **Systems Administration.** The Client shall take all actions as are reasonably necessary in order for it to maintain the confidentiality of, and prevent the unauthorized use of, all passwords and login information provided by DAG Tech hereunder for the Subscription Software, using the same standard of care that it uses to protect its own passwords and login information, but in any event no less than a reasonable standard of care. Client will immediately notify DAG Tech in writing (email sufficient for this purpose) if Client determines, or has reason to believe, that an unauthorized person or entity has gained access to a password or login to the Subscription Software. Client acknowledges and agrees that DAG Tech will be entitled to rely upon any information and/or instructions set forth in any data transmission or other input sent or received from any person or entity using valid login credentials for the Subscription Software, without making further investigation or inquiry, and regardless of the actual identity of the person or entity transmitting the same. As between the Parties, Client shall be solely responsible for any use of the Subscription Software occurring through passwords or logins provided to Client, as well as for any liability that arises from Client's failure to maintain the confidentiality of such passwords or logins.

3.5 The Client's use of the Software/Subscription Software shall not be affected by any merger, acquisition and/or consolidation of Client in relation to any other entity, provided Client is the surviving entity of such merger, acquisition, and/or consolidation. For the avoidance of doubt, if Client is the surviving entity of such merger, acquisition and/or consolidation, but Client's name changes as a result of such merger, acquisition, and/or consolidation, Client's rights hereunder shall be unaffected. In the event Client is reorganized into several separate legal entities, Client, as a surviving legal entity from such reorganization, shall continue to have the right to use the Software/Subscription Software and the Software License.

4. **OBLIGATIONS OF CLIENT**

- 4.1 The Client shall provide to DAG Tech copies of any rules, regulations or policies of the Client that should be followed by the personnel of DAG Tech during the performance of the Services and implementation of the Cloud VAR Services including, without limitation, Client's code of conduct and security procedures. Client shall, in advance, notify DAG Tech of any changes to the same during the continuance of this Agreement.
- 4.2 Client shall provide adequate resources and workspace at the Project Site (each as determined reasonable by Client) to DAG Tech's for performance of the Services.

5. AUTHORIZED REPRESENTATIVES

- 5.1 The Parties hereby appoint the below listed persons as their contact persons in respect of this Agreement ("**Authorized Persons**"). The Authorized Persons shall have the authority to represent the Party which has appointed such person, on all day-to-day matters relating to Cloud VAR Services or matters arising from the Agreement. All notices, instructions, orders, certificates, approvals, and all other communications under the Agreement shall be given by / to (as the case may be) the Authorized Persons.

For DAG Tech:

Designation: Technology Success Department Contact Number: 1(888) 566-8118 Ext. 2 Email: technologysuccess@dagtech.com

For Client: As specified in the relevant corresponding Service Order.

- 5.2 In the event the Authorized Person of either of the Parties is to be replaced, the replacing Party shall appoint a new authorized person and inform the other Party of such proposed replacement at least three (3) Business Days before the replacement is to be affected.
- 5.3 The Client may by written notice to DAG Tech object to any representative or person employed by DAG Tech in the performance of the Agreement who, in the reasonable opinion of Client may have behaved inappropriately, be incompetent, or be negligent. On receipt of such notice by DAG Tech from Client, DAG Tech shall promptly remove such person from performance of the Services.

6. PAYMENT TERMS

- 6.1 **Payment.** In consideration of the purchase of the Cloud VAR Services and Software License by the Client from DAG Tech, the Client shall pay DAG Tech the Fee as detailed and invoiced, and in accordance with the amounts, schedule, and procedure set forth in the Service Order. Unless otherwise expressly indicated in the Service Order, all payments of Fees shall be due and payable by Client immediately on the date of the applicable Service Order. Client shall pay all applicable taxes or provide DAG Tech with an exemption certificate or other sufficient evidence of an exemption. Except as otherwise expressly set forth hereunder, all Fees set forth in this Agreement are non-refundable. If Client fails to pay any Fees when due under the schedule set forth in the Service Order, such Fees shall bear late charges calculated at the rate of one and one-half percent (1.5%) per month of the total outstanding amount. The Client shall be responsible for all collection costs (including without limitation reasonable attorney's fees) arising from DAG Tech's efforts to collect past due Fees from Client.

- 6.2 The Fee is exclusive of all out-of-pocket expenses (including without limitation, travel and accommodation costs) which may be incurred by DAG Tech for the purpose of performing any implementation of Cloud VAR Services at the Project Site.

7. **DISCLAIMER OF WARRANTIES FOR CLOUD VAR SERVICES AND LIMITATION OF LIABILITY**

- 7.1 **Disclaimer.** DAG TECH MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, CUSTOM, COURSE OF DEALING, OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY PRODUCT OR SERVICE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, DAG TECH SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS REGARDING ALL CLOUD VAR SERVICES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND/OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING DISCLAIMER, DAG TECH DOES NOT WARRANT THAT ANY PRODUCT OR SERVICE WILL OPERATE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, OR THAT ANY CLOUD VAR SERVICES WILL MEET CLIENT'S EXPECTATIONS, SPECIFICATIONS, OR REQUIREMENTS. CLIENT'S ACKNOWLEDGES AND AGREES THAT ALL CLOUD VAR SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, AND THAT DAG TECH DOES NOT PASS THROUGH OR OTHERWISE PROVIDE ANY WARRANTY FROM ANY APPLICABLE LICENSOR OR OTHER THIRD PARTY BY MEANS OF THIS AGREEMENT. DAG TECH SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY RESULTS, INFORMATION, OR OTHER OUTPUT OBTAINED BY THE CLIENT FROM ANY CLOUD VAR SERVICES, OR ANY DECISIONS MADE OR ACTIONS TAKEN BY THE CLIENT IN RELIANCE THEREON.

- 7.2 **Limitation of Liability.** DAG TECH'S TOTAL AGGREGATE LIABILITY TO THE CLIENT UNDER ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO DAG TECH UNDER THE APPLICABLE SERVICE ORDER IN THE SIX (6) MONTHS PRECEDING THE DATE AT WHICH SAID CLAIM OR CAUSE OF ACTION FIRST ACCRUED. DAG TECH SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, RESULTING FROM OR IN CONNECTION WITH THE PERFORMANCE OF ITS RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT, WHETHER FORESEEABLE OR NOT, AND EVEN IF DAG TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **OWNERSHIP OF THE SOFTWARE**

- 8.1 **Proprietary Rights.** Client acknowledges and agrees that the applicable Licensor is the sole owner of all ownership rights, title, and interest, including without limitation any and all associated Intellectual Property Rights, in and to any Software and/or Subscription Software that DAG Tech provides, discloses, or makes available under this Agreement, including without limitation any updates, enhancements, customizations, modifications, and developments thereto or derivative works thereof. Nothing in this Agreement shall constitute or be construed as any sale, assignment, or other transfer of any proprietary interest in or to any Work Product, Software, or Subscription Software, and DAG Tech and/or the applicable Licensor hereby reserves all rights in the Cloud

VAR Services not expressly granted hereunder. Client acknowledges that, in the course of its receipt of licenses hereunder, Client may provide remarks, suggestions, requests, recommendations, improvements, or comments regarding the Cloud VAR Services or other of DAG Tech's business activities or proprietary materials (collectively, "**Feedback**"). Client hereby irrevocably assigns, and agrees to assign, to DAG Tech all right, title, and interest in or to any and all such Feedback, together with all proprietary rights embodied therein and any and all rights to use, disclose, and otherwise exploit all such Feedback for any and all internal, public, commercial, and non-commercial purposes. Upon DAG Tech's request, Client shall reasonably cooperate with any effort by DAG Tech to evince, memorialize, perfect, or register the foregoing transfer of right and interest, including without limitation the execution and delivery of any documents reasonably required therefor.

9. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

9.1 Each Party represents and warrants to the other that:

- i. it has full corporate power and authority to enter into this Agreement;
- ii. the persons who have executed this Agreement on behalf the Parties are validly authorized and that nothing contained in the terms of this Agreement is contrary to the powers so allocated to them.
- iii. execution and delivery by it of this Agreement, the performance by it of its covenants and obligations hereunder will not:
 - a) result in a breach of any provision of its memorandum or articles of association;
 - b) result in a breach of any statute, order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it or any of its assets are bound; or
 - c) result in breach of any agreement to which it is a party.
- iv. there are no proceedings pending, or to the best of its knowledge, threatened for its liquidation or that could materially adversely affect the performance by it of its obligations under this Agreement;
- v. it shall perform its obligations under this Agreement in accordance with the applicable law and the terms and conditions of this Agreement, using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with international industry standards for similar matters and shall devote adequate resources to meet its obligations under this Agreement;
- vi. it is not an agent or employee or partner of Client but is an independent contractor with full rights to manage its employees subject to the requirements of the law;
- vii. it shall not represent itself as being the other Party or an agent, partner or employee of the other Party and shall not hold itself out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other Party and nothing in this Agreement shall operate so as to constitute itself as an agent, partner or employee of the other Party; and

- viii. it will not use in the performance of its obligations under this Agreement any Confidential Information or trade secrets or Intellectual Property Rights of another person or entity without the appropriate license, authorization, permit or consent.

9.2 DAG Tech hereby represents, warrants and covenants to Client that:

- i. it has obtained all licences, approvals and consents necessary to perform its obligation in the manner contemplated in this Agreement and to sub-license the Software and/or Subscription Software from the applicable Licensor to the Client and to sell the Cloud VAR Services to Client; and
- ii. when delivered, the Cloud VAR Services shall not infringe on the Intellectual Property Rights or moral rights of the Licensor, through any fault, act or omission of DAG Tech.

10. INDEMNITY

10.1 The Client shall indemnify, defend, and hold harmless DAG Tech, its Affiliates, and their respective personnel, employees, officers, executives, agents, successors, and assigns (each an “**Indemnitee**” and collectively the “**Indemnitees**”) from and against any and all losses, liabilities, damages, and claims, and all costs and expenses relating to such losses, liabilities, damages and claims (including without limitation reasonable attorney’s fees) (collectively, “**Losses**”) arising out of or relating to any claim, suit, action, or other legal proceeding (each an “**Indemnifiable Claim**”) brought in connection with: (i) the Client’s material breach of any of its representations, warranties, or obligations hereunder; (ii) the Client’s gross negligence, willful misconduct, or violation of law; or (iii) the Client’s or any Permitted User’s use of or access to any Product. Promptly after receipt by an Indemnitee of written notice of the commencement or threatened commencement of an Indemnifiable Claim, DAG Tech shall convey written notice of such claim to the Client. However, no failure by DAG Tech to so notify the Client will limit or reduce the Client’s indemnification obligations under this Agreement, except to the extent that the Client is materially prejudiced by such failure. The Client shall obtain prior written approval from DAG Tech in respect of any proposed settlement of any indemnified claims hereunder before entering into any settlement of such claims or otherwise ceasing to defend such claims. The Client’s indemnification obligations under this Clause 10 shall survive the termination or expiration of this Agreement for any reason. If Client is unable or unwilling to participate in the defense of a claim covered by this Clause 10, the Indemnitees shall have the right to defend the claim in such manner as they may deem appropriate, at the Client’s cost and expense. In such event, the Client shall promptly reimburse the Indemnitees for all such costs and expenses, demands for which may be made periodically.

10.2 This Clause 10 shall survive expiry / termination of this Agreement.

11. TERMINATION

11.1 This Agreement may be terminated at any time by DAG Tech by giving to the Client fifteen (15) days prior written notice.

11.2 Either Party may terminate this Agreement upon written notice to the other Party in the event of the other Party’s material breach of any of its representations, warranties, or obligations hereunder, said breach remaining uncured for five (5) days following the breaching Party’s receipt of notice

regarding such breach from the non-breaching Party.

- 11.3 Upon the termination or expiration of this Agreement for any reason, all licenses granted hereunder shall immediately terminate. The Client shall be liable and responsible to pay all Fees applicable to any license granted or Service rendered hereunder up to the effective date of termination or expiration.
- 11.4 The Parties, reserving all other rights and remedies available to it at law or in equity subject to the terms of this Agreement shall have the right to immediately terminate this Agreement by a notice to the other Party, upon the occurrence of any one of the following:
- i. Any voluntary proceeding of the other Party under the bankruptcy/insolvency laws or proceeding for the appointment of a trustee in bankruptcy/receiver for such other Party, or the entry by such other party into an assignment for the benefit of such other Party's creditors,
 - ii. Liquidation, execution, or seizure of substantially all of the assets of such other Party, or;
 - iii. Corporate dissolution of such other Party.
- 11.5 DAG Tech's right of termination under the provisions of this Clause 11 shall not prejudice any legal rights or remedies DAG Tech may have against the Client in respect of any breach of the terms of this Agreement.
- 11.6 The Parties hereby undertake that in the event of termination/expiration of this Agreement whatsoever, all Deliverables, Confidential Information, Work Products and property, including, without limitation to all maps, drawings, documents, books, manuals, software, records including computerized records, reports, notes, contracts, lists, blue prints and other documents, all materials, or copies thereof, and equipment furnished to the Receiving Party by the Disclosing Party in the course of carrying out its obligations under this Agreement, shall be promptly returned to the Disclosing Party.
- 11.7 Termination of this Agreement shall not affect any rights or obligations which may have accrued prior to termination. The obligations of each Party set out in any Clause intended to survive such termination shall continue in full force and effect notwithstanding termination of this Agreement.

12 UN-AUTHORIZED SOLICITATION OF EMPLOYEES

- 12.1 During the Term neither Party shall, without the prior written consent of the other Party, directly or indirectly solicit any person who at the commencement of this Agreement is an employee of such Party.

13. FORCE MAJEURE

- 13.1 "**Force Majeure**" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, acts of God, war, riot, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strike or lockout or other industrial action, government embargoes and acts of terrorism.
- 13.2 The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of

Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement.

- 13.3 A Party affected by an event of Force Majeure shall take all reasonable measures to remove its inability to fulfill its obligations under this Agreement with a minimum of delay and shall notify the other Party in writing of the event concerned as soon as possible, and in any event not later than fifteen (15) days following the occurrence of the event concerned and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 13.4 Any period, within which a Party must, pursuant to this Agreement, complete any action or task, shall be extended day-for-day up to a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.
- 13.5 Not later than three (3) days after a Party has become unable to perform its obligations under this Agreement as the result of an event of Force Majeure, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in such circumstances.

14. CONFIDENTIALITY

- 14.1 The Parties shall not, either during the Term, or after the expiry or termination of this Agreement, disclose any proprietary or confidential information of the other Parties whether relating to the Project, this Agreement, or the other Party's business or operations or customers or such information which is, at the time of disclosure, identified as being 'confidential' or by its nature confidential (the "**Confidential Information**") without the prior written consent of the concerned Party. The Parties agree that they shall ensure that their subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this Clause 14.
- 14.2 The Party receiving Confidential Information of the other Party (the "**Receiving Party**") shall return or destroy all such Confidential Information (including all copies thereof) within thirty (30) days of receipt of a written request thereof by the Party having disclosed such information (the "**Disclosing Party**"). Such destruction / return (as the case may be) shall be immediately implemented and confirmed in writing by the Receiving Party to the Disclosing Party.
- 14.3 The Receiving Party shall use the Confidential Information solely for purposes of performing its obligations hereunder and for no other purpose whatsoever.
- 14.4 The obligations of confidentiality under this Clause 14 shall not apply, or shall cease to apply, to any Confidential Information if or when, but only to the extent that the Receiving Party can establish by written record or other clear and convincing evidence that such Confidential Information:
 - i. was, or becomes through no breach of the Receiving Party's obligations hereunder, known to the public; or becomes available to the public at the time of disclosure;
 - ii. becomes known to the Receiving Party from sources other than the Disclosing Party under circumstances not involving any breach of any confidentiality obligation by any person to the Disclosing Party; or
 - iii. is independently developed by the Receiving Party without the benefit of the Confidential Information of the Disclosing Party or any portion thereof.

- 14.5 It shall not be a breach of the confidentiality obligations hereof for the Receiving Party to disclose Confidential Information where, but only to the extent that, such disclosure is required by law or applicable legal process or the rules of any stock exchange, provided in such case the Receiving Party shall, to the extent permitted by law, (i) give the earliest notice possible to the Disclosing Party that such disclosure is or may be required and (ii) reasonably cooperate in protecting such confidential or proprietary nature of the Confidential Information which must so be disclosed.
- 14.6 The provisions of this Clause 14 relating to confidentiality shall survive termination/expiry of this Agreement without any limit as to time.
- 14.7 The confidentiality provisions shall be in addition to, and not in place of, all confidentiality obligations specified within the Master T&Cs. In the event of any conflict between these confidentiality provisions and the Master T&Cs, where stricter of the two shall prevail.

15. DISPUTE RESOLUTION AND GOVERNING LAWS

- 15.1 The Parties shall exercise their best efforts to settle all disputes arising under this Agreement amicably through their respective senior management. If the dispute cannot be resolved amicably within 15 days, the Parties shall refer the dispute to arbitration in accordance with the American Arbitration Association (“AAA”) with the AAA Commercial Arbitration Rules then in effect. The language of arbitration shall be in English, and the seat of arbitration shall be New York, NY. The Parties shall share equally all initial costs of arbitration. The prevailing Party shall be entitled to reimbursement of attorney’s fees, costs, and expenses incurred in connection with the arbitration. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising from, or related to, this Agreement. This Section shall not apply to injunctive relief.
- 15.2 This Agreement shall be governed by the laws of the State of New York.

16. NOTICES

- 16.1 Any notice, consent, approval or other communication in connection with this Agreement (each, a “Notice”) shall be:
- i. in writing, signed by or on behalf of the Party giving it and shall be addressed to the Party to whom it is to be given;
 - ii. delivered by hand, fax, electronic mail, registered post or reputable courier; and
 - iii. sent to the Authorized Persons of such Party.
- 16.2 A Notice shall be effective upon receipt and shall be deemed to have been received:
- i. at the time of delivery, if delivered by hand or courier; or
 - ii. at the time of transmission in legible form, if delivered by fax or electronic mail.

17. REGULATORY COMPLIANCE

- 17.1 The Parties acknowledge and agree that they shall comply with all the international and national

laws that are applicable to the Parties under this Agreement and shall indemnify each other Party for all the losses, damages and other expenses incurred by a Party due to the breach of such compliance by the other Party.

18. ENTIRE AGREEMENT

18.1 This Agreement, the attached schedules, the relevant corresponding Service Order and the Master T&Cs collectively contain the entire agreement between the Parties with respect to the purchase of Cloud VAR Services, and collectively shall supersede all previous agreements and understandings between the Parties with respect thereto.

19. AMENDMENT

19.1 No amendment or other variation of this Agreement shall be valid unless it is in writing, is dated, expressly refers to this Agreement, and is signed by a duly authorized representative of each Party.

20. WAIVER

20.1 No relaxation, forbearance, delay, or indulgence by any Party in enforcing any of the terms and conditions of this Agreement or the granting of time by a Party to the other(s) shall prejudice, affect, or restrict the rights of that Party under this Agreement, neither shall any waiver by a Party of any breach of Agreement operate as waiver of any subsequent or continuing breach of Agreement.

20.2 Any waiver of a Party's rights, powers, or remedies under this Agreement must be in writing, dated, and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

21. SEVERABILITY

21.1 If any provision or condition of this Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Agreement.

22. ASSIGNMENT

22.1 The Client shall not assign or transfer all or any part of its rights under this Agreement or delegate its performance under this Agreement without the prior written approval of DAG Tech and any assignment, transfer or delegation that is made without such prior written approval shall constitute a breach of this Agreement.

23. COUNTERPARTS

23.1 This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

24. EXECUTION AND DIGITAL SIGNATURES

24.1 This Agreement shall hereby be deemed executed, digitally signed, and accepted by the Parties through their execution of the relevant corresponding purchase order, and recorded acceptance of this Agreement thereunder.