

HARDWARE PURCHASE AGREEMENT

This Hardware Purchase 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 2405 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 procuring the hardware specified in relevant corresponding Service Order (“**Hardware**”), from its third-party manufacturer/distributor, on behalf of the Client.
- B. The DAG Tech has agreed to sell to, and Client has agreed to purchase from the DAG Tech, the Hardware 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 Hardware Purchase 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 4.1 below;

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

“**Confidential Information**” has the meaning given to the term in Clause 13.1 below;

“**Delivery**” has the meaning given to the term in Clause 3.2 below;

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

“Fee” shall mean the Fee to be paid by Client in respect of the purchase of the Hardware in the amount 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 12.1 below;

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

“Hardware Delivery Date” means the date on which DAG Tech must deliver the Hardware to the Client by, as is specified in the relevant 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 Hardware 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 Hardware 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; and

“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 an 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 shall be deemed to be effective from the Effective Date and unless terminated earlier in accordance with Clause 10 below, shall continue until completion of the Hardware Delivery Date (“**Term**”).

3. HARDWARE PURCHASE AND SERVICES

- 3.1 In consideration of the Fee already paid by Client to DAG Tech pursuant to the Service Order using the Payment Methods specified in the Master T&Cs, and in accordance with Clause 5 below, DAG Tech hereby sells the Hardware to DAG Tech. If the Client has requested any Hardware implementation Services at the Client’s Project Site, such Services shall also be reflected in the Service Order and the Fee shall be adjusted upwards to incorporate consideration for these Services as well as the purchase of the Hardware. The Services shall be provided on the terms and conditions specified in the Service Order (if any) and the terms hereof.

- 3.2 The DAG Tech shall ensure that the Hardware shall be delivered, free of any defects, at the Project Site by or before the Hardware Delivery Date (“**Delivery**”).

- 3.3 Notwithstanding the Delivery:

- 3.3.1 The risk of loss and title to the Hardware shall pass on to Client on payment of the Fee;

- 3.3.2 Client shall have the right to inspect the Hardware upon Delivery. Should any inspected Hardware fail to conform to the specifications as specified in this Agreement (or the relevant corresponding Service Order thereunder) and/or are subject to any defect, Client may reject the Hardware (or any part thereof which contains the defect) and the DAG Tech shall, at the option of Client, either replace the rejected Hardware or make alterations necessary to meet specification requirements stated in the Service Order at no cost to Client, within seven (7) Business Days.

4. AUTHORIZED REPRESENTATIVES

- 4.1 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 the purchase of the Hardware 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:

Name: DAG Tech Procurement Department
Designation: DAG Tech
Contact Number: 888-566-8118
Email: orders@dagtech.com

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

- 4.2 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.
- 4.3 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.

5. PAYMENT TERMS

- 5.1 In consideration of the purchase of the Hardware and Services, Client shall pay DAG Tech the Fee as specified in the Service Order, in accordance with the payment terms thereof.
- 5.2 All payments of the Fee shall be made by Client upon receipt of a valid invoice from DAG Tech (which shall be incorporated into the Service Order).
- 5.3 The Fee is inclusive 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 the Services and implementing the Hardware at the Project Site.

6. WARRANTY

- 6.1 DAG Tech shall provide no technical support services for the Hardware under this Agreement, for any reason, whatsoever.
- 6.2 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 HARDWARE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, DAG TECH SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS REGARDING THE HARDWARE, 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 THE HARDWARE WILL OPERATE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, OR THAT THE HARDWARE WILL MEET CLIENT'S EXPECTATIONS, SPECIFICATIONS, OR REQUIREMENTS. CLIENT'S ACKNOWLEDGES AND AGREES THAT THE HARDWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OR GUARANTEE OF ANY KIND. DAG TECH SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY RESULTS, INFORMATION, OR OTHER OUTPUT OBTAINED BY THE CLIENT FROM HARDWARE, OR ANY DECISIONS MADE OR ACTIONS TAKEN BY THE CLIENT IN RELIANCE THEREON.
- 6.3 To the extent that there are any warranties in effect from the third-party manufacturer of the Hardware, with respect to the Hardware in effect at the Effective Date of this Agreement, DAG Tech shall hereby

assign such warranties to the Client. The Client shall be responsible and liable for invoking/enforcing any such assigned Hardware warranties directly with the third-party manufacturer, without any involvement, responsibility, or liability of DAG Tech towards the same.

7. REPRESENTATIONS AND WARRANTIES

7.1 Each Party represents and warrants to the other Party that:

- a. it has full corporate power and authority to enter into this Agreement;
- b. 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;
- c. execution and delivery by it of this Agreement, the performance by it of its covenants and obligations hereunder shall not:
 - i. result in a breach of any provision of its memorandum or articles of association;
 - ii. 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
 - iii. result in breach of any agreement to which it is a party.
- d. 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;
- e. it shall perform its obligations under this Agreement in accordance with 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;
- f. it is not an agent or employee or partner of the other Party but is an independent contractor with full rights to manage its employees subject to the requirements of the law; and
- g. it shall 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.

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

- a. it has obtained all licenses, approvals and consents necessary to sell the Hardware to Client;
- b. it is the licensor/exclusive owner of the Hardware and all Intellectual Property Rights therein and no third party has any claim or right to the Hardware;
- c. the sale of the Hardware does not and shall not infringe the Intellectual Property Rights or moral rights of any third party;

- d. When delivered, the Hardware shall be of the quality specified in the specification and Service Order and shall not contain:
 - i. any virus, trojan horse, worm, backdoor, malware or other software the effect of which is to permit unauthorized access or to disable, erase, corrupt or otherwise harm any computer, systems or software; or
 - ii. any time bomb, drop dead device or other software designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Client of its lawful right to use the Hardware.
- e. the documents delivered with the Hardware shall provide adequate guidance to enable Client to make use of the Hardware in accordance with the terms of this Agreement; and
- f. The Hardware shall have no defect arising from design, material or workmanship (except insofar as the design or material is required by Client's specifications) or from any act or omission of the DAG Tech.

8. INDEMNITY

8.1 Each Party hereby agrees to protect, indemnify and hold the other Party, its affiliates, officers, directors, president, agents, representatives and employees ("**Indemnified Persons**") harmless from any and all damages, losses, liabilities, claims, suits, proceedings, demands, costs and/or expenses incurred by and/or made against any of the Indemnified Persons arising out of or in connection with the performance of the obligation by the Party under this Agreement and/or breach of this Agreement by the Party or incurred by the Indemnified Party as a result of the Party's negligence, misconduct and/or the negligence or misconduct of its personnel.

8.2 This Clause 8 shall survive expiry / termination of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Parties acknowledge and agree that DAG Tech is and shall be the sole and exclusive owner of all Intellectual Property Rights in the Hardware, and all deliverables and work produced by DAG Tech under this Agreement, including, but not limited to data, materials, writings, reports, outlines, drafts, any other materials or deliverables, in any medium (the "**Work Product**").

9.2 Client shall, and shall cause all its personnel and permitted subcontractors to, take all appropriate actions and execute and deliver all documents necessary or reasonably requested by DAG Tech to effectuate any of the provisions of this Clause 9, or otherwise as may be necessary for Client to register, perfect or record its rights in any Work Product or any Intellectual Property Rights therein.

10. TERMINATION

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

10.2 This Agreement may be terminated by either Party if the other Party is in breach of any of the terms of this Agreement and the breach is either incapable of remedy or, if it is capable of remedy, the

defaulting Party fails to cure it within five (5) days of receipt of written notice from the other Party giving full particulars of the breach required to be remedied.

- 10.3 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:
- a. 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,
 - b. Liquidation, execution, or seizure of substantially all of the assets of such other Party, or;
 - c. Corporate dissolution of such other Party.
- 10.4 DAG Tech's right of termination under the provisions of this Clause 10 shall not prejudice any legal rights or remedies DAG Tech may have against Client in respect of any breach of the terms of this Agreement.
- 10.5 Upon termination, any unpaid invoices for the work already done by DAG Tech, shall be cleared by Client immediately subject to the terms of this Agreement.
- 10.6 The Parties hereby undertake that in the event of termination of this Agreement, all 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 this Agreement to Client, shall be promptly returned to the Disclosing Party.
- 10.7 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.

11.1 UN-AUTHORIZED SOLICITATION OF EMPLOYEES

- 11.1 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.

12. FORCE MAJEURE

- 12.1 "**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.
- 12.2 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.

- 12.3 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.
- 12.4 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.
- 12.5 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.

13. CONFIDENTIALITY

- 13.1 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 13.
- 13.2 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.
- 13.3 The Receiving Party shall use the Confidential Information solely for purposes of performing its obligations hereunder and for no other purpose whatsoever.
- 13.4 The obligations of confidentiality under this Clause 13 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:
- a. 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;
 - b. 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
 - c. is independently developed by the Receiving Party without the benefit of the Confidential Information of the Disclosing Party or any portion thereof.

13.5 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.

13.6 The provisions of this Clause 13 relating to confidentiality shall survive termination/expiry of this Agreement without any limit as to time.

13.7 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.

14. DISPUTE RESOLUTION

14.1 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.

14.2 This Agreement shall be governed by the laws of the State of New York.

15. NOTICES

15.1 Any notice, consent, approval or other communication in connection with this Agreement (each, a “Notice”) shall be:

- a. 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;
- b. delivered by hand, fax, electronic mail, registered post or reputable courier; and
- c. sent to the Authorized Persons of such Party.

15.2 A Notice shall be effective upon receipt and shall be deemed to have been received:

- a. at the time of delivery, if delivered by hand or courier; or
- b. at the time of transmission in legible form, if delivered by fax or electronic mail.

16. ENTIRE AGREEMENT

16.1 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 Hardware purchase and Services, and collectively shall supersede all previous agreements and understandings between the Parties with respect thereto.

17. AMENDMENT

17.1 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.

18. WAIVER

18.1 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.

18.2 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.

19. SEVERABILITY

19.1 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.

20. ASSIGNMENT

20.1 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.

21. COUNTERPARTS

21.1 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.

22. EXECUTION AND DIGITAL SIGNATURES

22.1 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.