

SOFTWARE LICENSE AGREEMENT

This Software License 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 “**Licensor**” 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 “**Licensee**” 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.

(Licensee and Licensor are hereinafter also referred to individually as a “**Party**” and collectively as the “**Parties**”)

WHEREAS:

- A. Licensor is in the business of development, marketing, licensing and support of the Software (as defined in Clause 1 below).
- B. Licensee is a client of the Licensor and for the purposes of automating, enhancing and improving its internal processes, the Licensor is seeking to purchase the Software License (as defined in Clause 1 below) from the Licensor on the terms and conditions appearing 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 Software License 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 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 8 below;

“**Effective Date**” shall mean the date of execution of this Agreement by the Parties (i.e. the date of execution of 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;

“**Licensee Assets**” means all property, equipment, systems, hardware, software, assets and/or facilities of the Licensee;

“**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 Software License thereunder, which Service Order shall be incorporated into this Agreement by reference hereof;

“**Software**” shall mean the Software named and specified in relevant corresponding Service Order;

“**Software License**” shall mean the irrevocable, perpetual, non-exclusive and non-transferable license for the Software granted by Licensor to Licensee under Clause 2 of this Agreement;

“**Software License Fee**” shall mean the Fee amount paid by Licensee to Licensor to purchase the Software License, as specified in the relevant corresponding Service Order in accordance with the terms of this Agreement.

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. LICENSE

- 2.1 In consideration of the Software License Fee to be paid by Licensee to Licensor in accordance with Clause 3 below, the Licensor hereby grants the Software License to the Licensee.
- 2.2 Licensee's use of the Software shall not be affected by any merger, acquisition and/or consolidation of Licensee in relation to any other entity, provided Licensee is the surviving entity of such merger, acquisition, and/or consolidation. For the avoidance of doubt, if Licensee is the surviving entity of such merger, acquisition and/or consolidation, but Licensee's name changes as a result of such merger, acquisition, and/or consolidation, Licensee's rights hereunder shall be unaffected. In the event Licensee is reorganized into several separate legal entities, Licensee, as a surviving legal entity from such reorganization, shall continue to have the right to use the Software and the Software License.
- 2.3 It shall remain the Licensor's responsibility to notify the Licensee of the relevant specifications of the hardware systems on which the Software may be installed at the Project Site, in the event that the Licensee wants to confirm whether such hardware systems are compatible with the Software.

3. SOFTWARE LICENSEE FEE

- 3.1 In consideration of the purchase of the Software License by the Licensee from the Licensor, Licensee has already paid the Licensor the Software License Fee upon execution of the Service Order using the Payment Methods specified in the Master T&Cs.
- 3.2 The payment of the Software License Fee has already been made by the Licensee upon receipt of a valid invoice in the form of the Service Order and corresponding receipt from the Licensor. The Parties hereby agree, acknowledge and accept that the Licensee shall not be granted any License to the Software, until the corresponding Software License Fee has been paid in full to the Licensor.
- 3.3 Unless otherwise specified, the Software License Fee is exclusive of all out-of-pocket expenses (including without limitation, travel and accommodation costs) which may be incurred by the Licensor for the purpose of installation of the Software at the Project Site (if and when the Licensee requests for the Licensor to complete the installation/implementation Service). In case any personnel of the Licensor is required by Licensee to travel outside the Project Site, Licensee shall reimburse such travel expenses to the Licensor in accordance with the travel policy of Licensor provided that prior to incurring any such expenses by Licensor written approval of Licensee is obtained and original receipts evidencing the expenses are provided to the Licensee.

4. OBLIGATIONS OF LICENSEE

- 4.1 In the event that the Licensee requests for Licensor to install the Software at the Project Site, then Licensee shall provide to Licensor copies of any rules, regulations or policies of Licensee (“**Policies**”) that should be followed by the personnel of Licensor during installation of the Software at the Project Site including, without limitation, Licensee’s code of conduct and security procedures. Licensee shall, in advance, notify Licensor of any changes to the same during the continuation of this Agreement.
- 4.2 In the event that the Licensee requests for Licensor to install the Software at the Project Site, then Licensee shall provide adequate Licensee Assets at the Project Site (as determined reasonable by Licensor in its sole and absolute discretion) to the Licensor for installation of the Software. The Licensor and its Personnel shall not make any modifications to the Licensee Assets without the prior written consent of the Customer.

5. AUTHORIZED PERSONS

- 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 related to this 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 Licensor:

Designation: Technology Success Department Contact Number: 1(888) 566-8118 Ext. 2 Email: technologysuccess@dagtech.com
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For Licensee: 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 Licensee may by written notice to Licensor object to any representative or person employed by Licensor in the performance of the Agreement who, in the reasonable opinion of Licensee may have behaved inappropriately, be incompetent, or be negligent. On receipt of such notice by Licensor from the Licensee, Licensor shall promptly remove such person and appoint a replacement.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 6.1 The Licensor hereby represents, warrants and covenants with the Licensee that:

- a. Neither the Software nor Software License and use thereof by the Licensee in terms of this Agreement shall not:
 - (i) in and of itself, cause damage to the Licensee Systems; or
 - (ii) infringe any Intellectual Property Rights of any person, company or entity.
- b. it has all valid licenses to carry on its business(es) and empowered to license the Software to the Licensee in accordance with the terms of this Agreement;
- c. 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;
- d. it shall comply with any reasonable instructions or directions given by Licensee in relation to matters connected with this Agreement and shall comply with all applicable policies of the Licensee;
- e. it is the exclusive owner of the Software and all Intellectual Property Rights therein and no third party has any claim or right to the Software;
- f. the Software will be of a reasonable quality 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 Licensee of its lawful right to use the Software.
- g. it shall not represent itself as being the Licensee or an agent, partner or employee of the Licensee 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 Licensee and nothing in this Agreement shall operate so as to constitute Licensor as an agent, partner or employee of the Licensee;
- h. any corresponding Software document/materials shall provide adequate guidance to enable Licensee to make use of the Software (post installation) in accordance with the terms of this Agreement;
- i. the Software shall operate on the infrastructure software and hardware configuration as specified by the Licensor;
- j. in the event Licensor discovers or has knowledge of any defect, issue or bug in the Software it shall promptly notify Licensee of the same and the resultant impact and rectify such defect, issue or bug promptly at its own cost;

- k. it will not use in the performance of its obligations under this Agreement any confidential information or trade secrets or intellectual property of another person or entity without the appropriate license, authorization, permit or consent;

6.2 The Licensee hereby represents, warrants and covenants with the Licensee that:

- a. The Licensee shall not use the Software or the Software License in any manner that would violate or breach the terms of this Agreement, nor infringe any Intellectual Property Rights of the Licensor, or any other person, company or entity.
- b. it has all valid licenses to carry on its business(es) and empowered to purchase and use the Software License in accordance with the terms of this Agreement;
- c. 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;
- d. it shall comply with any reasonable instructions or directions given by Licensor in relation to matters connected with this Agreement and shall comply with all applicable policies of the Licensor;
- e. it shall not represent itself as being the Licensor or an agent, partner or employee of the Licensor 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 Licensor and nothing in this Agreement shall operate so as to constitute Licensee as an agent, partner or employee of the Licensor;
- f. it shall not use in the performance of its obligations under this Agreement any confidential information or trade secrets or intellectual property of another person or entity without the appropriate license, authorization, permit or consent;

6.3 Each Party represents and warrants to the other 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. it will not, by virtue of entering into and performing this Agreement, be in violation of any term of its constitutional documents, or any term or provision of any material, judgment or decree to which it is a party or by which it is bound; and
- d. neither this Agreement (or any term hereof) nor the performance of or exercise of rights under this Agreement, is restricted by, contrary to, in conflict with, ineffective under, any law or regulation of any organization, country, group of countries or political or governmental entity.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Based on the Licensor's representation provided in Clause 6.1(e), the Licensee acknowledges that the Licensor is the exclusive owner of the Software and all Intellectual Property Rights therein.
- 7.2 The Parties acknowledge and agree that Licensee is and shall be the sole and exclusive owner of all Intellectual Property Rights in all work produced by the Licensee through the Software (the "**Work Product**").
- 7.3 The Licensor hereby grants the Licensee an irrevocable, perpetual, non-exclusive, non-transferable license and royalty free license to use and store the Software for the purposes of utilizing the Software License.

8. CONFIDENTIALITY

- 8.1 The Parties shall not disclose any proprietary or confidential information of the other Party whether relating to the Software, 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 8.
- 8.2 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 fifteen (15) 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.
- 8.3 The Receiving Party shall use the Confidential Information solely for purposes of performing its obligations hereunder and for no other purpose whatsoever.
- 8.4 The obligations of confidentiality under this Clause 8 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.
- 8.5 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, give the earliest notice possible to the Disclosing Party that such disclosure is or may be required.

8.6 The provisions of this Clause 8 relating to confidentiality shall survive termination / expiry of this Agreement without any limit as to time.

8.7 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.

9. INDEMNITY

9.1 Licensor hereby agrees to protect, indemnify and hold the Licensee and its directors, employees, representatives and other officers harmless from and against any and all claims, suits, proceedings, and/or demands made by any third party for infringement or alleged infringement of any patent or other Intellectual Property Rights covering the Software and/or any property, equipment, design, drawing, document or other item used by Licensor in installation of the Software at the Project Site. In the event of a determination that the Software or Licensee's use of the Software / Software License infringes any Intellectual Property Rights of any third party, where such infringement is not proximately caused by the Licensee (e.g. by unauthorizedly altering the Software to unauthorizedly incorporate a third party's Intellectual Property), without prejudice to any other right or remedy available to Licensee under law and/or this Agreement, Licensor shall at its own cost and option:

- a. obtain for the Licensee the right to continue using the infringing item;
- b. replace the infringing item or modify it so that it becomes non-infringing; and/or
- c. terminate this Agreement (including the licensed rights granted hereby) and refund, within thirty (30) days of the Licensee's demand, the entire Software License Fee paid by the Licensee to the Licensor.

9.2 Licensee hereby agrees to protect, indemnify and hold the Licensor and its directors, employees, representatives and other officers harmless from and against any and all claims, suits, proceedings, and/or demands: (1) made by any party for infringement or alleged infringement of any patent or other Intellectual Property Rights covering the Software and/or the Software License, where such infringement or alleged infringement was in any way caused the Licensee's misuse/unauthorized use of such Software/Software License; (2) arising out of or in connection with the Licensee's breach of this Agreement, negligence, gross negligence, willful misconduct, fraud, misrepresentation, damage to persons or property. This Clause 9.2 shall survive any termination/expiration of this Agreement.

10. DISPUTE RESOLUTION AND GOVERNING LAW

10.1 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.

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

11. TERMINATION

11.1 This Agreement may be terminated by the Licensor in accordance with Clause 9.1(c).

11.2 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 fifteen (15) days of receipt of written notice from the other Party giving full particulars of the breach required to be remedied.

11.3 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.

11.4 Licensee's right of termination under the provisions of this Clause 11 shall not prejudice any legal rights or remedies the Licensee may have against Licensor in respect of any breach of the terms of this Agreement.

11.5 Upon termination, any unpaid invoices for the work already done shall be cleared by the Licensee subject to the terms of this Agreement.

11.6 The Parties hereby undertake that in the event of termination of this Agreement whatsoever, all Confidential Information 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 shall be promptly returned to the Disclosing Party by the Receiving 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, including this Clause 11.7 and Clauses 1, 2.1, 2.2, 5, 7, 8, 9, 10 and 13 shall continue in full force and effect notwithstanding termination of this Agreement.

12. AMENDMENTS

12.1 No amendment or modification of any term of this Agreement shall be binding unless in writing and duly executed by the authorized representatives of the Parties.

13. NOTICES

13.1 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.

13.2 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.

14. ENTIRE AGREEMENT

14.1 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 Software License and supersede all previous agreements and understandings between the Parties with respect thereto.

15. SEVERABILITY

15.1 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the un-affected provisions.

16. NO AGENCY

16.1 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Parties. The Licensor shall not represent itself as being the Licensee, an agent, partner or employee of the Licensee and shall not hold itself out as such nor as having any power or authority to incur any obligation of any nature, whether express or implied, on behalf of the Licensee.

17. NO ASSIGNMENT

17.1 The Licensor 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 the Licensee and any

assignment, transfer or delegation that is made without such prior written approval shall constitute a breach of this Agreement.

18. NO 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. 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. ILLEGALITY

19.1 If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law, the legality, validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

20. COUNTERPARTS

20.1 This Agreement may be executed in two counterparts and both counterparts taken together shall be deemed to constitute one and the same instrument.

21. EXECUTION AND DIGITAL SIGNATURES

21.1 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.