

DAG TECH MASTER TERMS AND CONDITIONS

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS CAREFULLY:

Version updated 2024-03-21

These Master Terms and Conditions (the “**T&Cs**”) shall apply to the registration of users and their use of the website, and any of the services and products (the “**Service**”) offered by DAG Tech LLC (hereinafter referred to as “**us**”, “**our(s)**”, and/or “**DAG Tech**”, which term shall mean and include its successors-in-interest and assigns) and/or any products of third parties which DAG Tech is authorized to resell (whether value added or as is). These T&Cs constitute an Agreement between you (hereinafter referred to as “**you**”, “**your(s)**”, and/or “**CLIENT**”, which term shall mean and include its successors-in-interest and assigns) and DAG Tech when you register and accept these T&Cs and make use of the Service. DAG Tech and CLIENT shall individually be referred to as the “**Party**” and collectively, the “**Parties**”.

The CLIENT must read, agree to, and accept all of the terms and conditions contained in this T&Cs, in order to use the Services, and/or our DAG Tech website located at www.dagtech.com and e-store located at www.estore.dagtech.com (collectively the “**DAG Tech Sites**”), as well as all affiliated websites, including mobile websites and applications, including without limitation on Google Play, or Apple Store, etc., whether owned and operated by us, or successors-in-interest, our Affiliates or any third-parties (collectively, the “**Locations**”).

These T&Cs and RUP, along with all applicable corresponding Statements of Work (“**SOW(s)**”), Master Service Orders and Service Level Agreements (“**SLA(s)**”) of any Services availed, the applicable Additional Documents (defined below), and Reasonable Use Policy (the “**RUP**”), constitute the complete and exclusive statement of the agreement (the “**Agreement**”) of both the Parties with respect to the subject matter of this Agreement, and supersede all prior oral and written commitments, understandings, and communications between the Parties regarding such matter. DAG Tech may, at its sole discretion, amend the Agreement, from time to time, by displaying the revised version(s) of the same on the Locations and/or providing the CLIENT written notice of the revised version(s), at the sole discretion of DAG Tech, at least 5 business days before the revised version(s) comes into effect. Any continued use of the Services by the CLIENT after the revised Agreement has come into effect shall be deemed as the CLIENT’s consent to such revised Agreement. In the event of a conflict between these T&Cs, RUP, and any applicable SLAs these T&Cs shall control unless the RUP/SLA explicitly states that it controls.

Master Terms and Conditions

1. Account Registration

All CLIENTs shall apply to DAG Tech for use of the Services by registering for a unique CLIENT account on the Locations (“**Master Account**”). CLIENT Account Registration Requirements and Eligibility shall be as follows:

1.1 The CLIENT shall register for an Account by providing all required information, in the prescribed form(s) available on the Locations. DAG Tech shall be entitled at its sole discretion to accept or reject such DAG Tech Master Account applications.

1.2 By registering for a Master Account on the Locations, or by clicking to acceptance to the terms of this Agreement when prompted on the Locations, the CLIENT has executed this Agreement electronically, effective on the date the CLIENT registers their Master Account or clicks to accept the Agreement. The CLIENT’s Master Account registration constitutes an acknowledgement that they are able to electronically receive, download, and print the Agreement, and any amendments thereafter.

1.3 The CLIENT represents, acknowledges, agrees, and affirms the CLIENT:

1.3.1 shall use the Locations and the Services solely for commercial and/or business use only;

1.3.2 shall comply with all applicable laws and regulations with respect to their use of the Locations and the Services;

- 1.3.3 is an individual 18 years or older or a body corporate, with the full capacity to enter into legally binding contracts;
- 1.3.4 shall be financially responsible for its use of the Locations and the purchase of Services, where applicable;
- 1.3.5 is not a citizen or resident of a geographic area in which access to or use of the Locations or the Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; and the CLIENT agrees that if the CLIENT's country of residence or other circumstances change such that the above representations are no longer accurate, that the CLIENT shall immediately notify DAG Tech of the same and cease using the Locations and Services forthwith.

1.4 For the purpose of availing a Master Account and Services, the CLIENT is required to have:

- 1.4.1 A valid email address;
- 1.4.2 a valid government issued ID, that proves the CLIENT has reached the age of 18 or corporate registration documentation (i.e. constitutive documents and authorizations, etc.) that proves the CLIENT is a company and is duly authorized to enter into this Agreement.
- 1.4.3 Payment information details to put the CLIENT's Payment Method on DAG Tech's records. "**Payment Method**" means a valid credit card issued by a bank acceptable to DAG Tech, a bank account linked to the CLIENT's Master Account, a debit card, a charge card or such other method of payment as DAG Tech may accept from time to time in its sole discretion; and
- 1.4.4 All other such documents and information as DAG Tech may reasonably request to verify the CLIENT's identification and authorization to enter into this Agreement and request the Services.

1.5 Proper identification of the CLIENT shall be required, at the time of opening the Master Account subject to verification in accordance with DAG Tech's internal policy / procedures, and any applicable laws and regulations in force. All CLIENT Master Accounts, at the time of registration, and thereafter, shall be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm the CLIENT's identity and their capacity to enter into this Agreement with DAG Tech. The CLIENT authorizes DAG Tech, to directly or through third parties, make any and all inquiries necessary to validate the CLIENT's identity and confirm their ownership of their email address or financial accounts, subject to applicable law.

1.6 Any CLIENT opening or operating a Master Account is deemed to have read, understood and accepted the Agreement, and any and all amendments, from time to time, to the aforementioned, by DAG Tech.

1.7 DAG Tech reserves the right to avail and access CLIENT identification-related data obtained through the Master Account registration of the CLIENT.

1.8 The CLIENT agrees to provide true, accurate, and complete information on its Master Account and all registration and other forms they access on the Locations or provide to DAG Tech, and to update the CLIENT's information to maintain its truthfulness, accuracy, and completeness. The CLIENT agrees not to provide and to correct any information about their location, billing / financial details, contact information, or their delivery address that the CLIENT has provided that is or becomes false or misleading.

1.9 The CLIENT shall not register for more than one CLIENT Master Account without express written permission from DAG Tech, and the CLIENT shall not ask or allow another person to access a CLIENT Master Account on their behalf, for their use or benefit.

1.10 The Master Account shall contain the amount of unique individual user accounts equivalent to the number of Seats (as defined below) specified within this Agreement which will each contain a specific username, identifying serial number and/or email address, and shall have unique login details. The CLIENT shall provide a Seat to each authorized user ("**User**") of the CLIENT that has been authorized to access and use the Service on the CLIENT's behalf under the CLIENT's Master Account.

1.11 The CLIENT shall ensure that each User uses and accesses their Seat and the Services therein in accordance with and in compliance of this Agreement, the RUP, and all other policies and procedures of DAG Tech. CLIENT shall further indemnify and hold harmless DAG Tech, against all losses, damages, expenses, fees, levies, charges, claims incurred by DAG Tech for the Client's breach of this Section 1.11.

2. Attributes of Accounts

- 2.1** Only one Master Account may be opened per CLIENT (unless otherwise consented to in writing by DAG Tech), and only one Seat may be designated by the CLIENT per User.
- 2.2** The grant to, access, and operation of Master Account and Services by a CLIENT is purely commercial/business in nature and not transferable under any circumstance unless specifically authorized by DAG Tech in writing.
- 2.3** DAG Tech reserves the right without prior notice to the CLIENT to charge the CLIENT for any expenses, fees, withholding tax, tax, duty, or any other cost, service charges or expenses arising out of any transactions or operation of the Master Account with the DAG Tech as may be payable to the Government, or any regulatory authority as may be levied, from time to time. All applicable taxes shall be recovered as per tax laws in force. Failure to do so shall result in recovery of the service charge by DAG Tech in a manner as DAG Tech may deem fit along with such interest charges, if any, from the CLIENT's Payment Method on file, without any liability to DAG Tech.
- 2.4** The Parties hereby agree that if the CLIENT opens further Master Accounts with DAG Tech and/or subscribes to any of the products/Services of DAG Tech or any of the Affiliates, and DAG Tech extends the Services to such accounts, products or Services and the CLIENT opts for use thereof, then this Agreement shall automatically apply to such further use of Master Account and Services by the CLIENT.
- 2.5** This Agreement is in addition to and not in substitution for the specific terms and conditions, rules and regulations, procedures of DAG Tech following various types of accounts and all products and/or Services offered to CLIENT from time to time.

3. Usage of Master Account/ Dormancy

- 3.1** In order to use the Service, the CLIENT must be registered for a Master Account, and the User must be registered for/allotted a Seat.
- 3.2** At the time of registration, the CLIENT shall create a unique password. Transaction requests will be authorized only through the CLIENT's password via the registered Master Account.
- 3.3** In case of DAG Tech receiving official notice, or as and when DAG Tech becomes aware of it from any other reliable source, regarding the demise/dissolution of a CLIENT, DAG Tech shall stop operations immediately in the Master Account (and all Seats thereunder) and will not be obliged to allow any operation or withdrawal except on production of a Succession Certificate or other Court orders (as applicable), from a Court of competent jurisdiction.
- 3.4** In accordance with this Agreement, the CLIENT may be entitled to receive certain records from DAG Tech and/or DAG Tech's Affiliates, such as contracts, notices, and communications, in writing (the "**Records**"). To facilitate the CLIENT's use of the Locations and the Services, the CLIENT hereby consents to being provided these Records by DAG Tech electronically instead of in paper form. The CLIENT shall be responsible for retaining copies (whether soft copies or hardcopies) of all such Records duly communicated to the CLIENT by DAG Tech. However, DAG Tech reserves the right, in its sole discretion, to communicate with the CLIENT via postal service and other third-party mail services using the address under which the Main Account is registered. The CLIENT's consent to receive Records electronically shall remain effective until and unless it is expressly withdrawn in writing by the CLIENT by contacting Customer Support.
- 3.5** The CLIENT shall be responsible for keeping all contact information (including without limitation all email addresses, contact numbers, and postal addresses) in DAG Tech's records up to date by promptly notifying DAG Tech of its current contact information, as well as any changes to the same, as soon as those changes occur.
- 3.6** By entering into this Agreement, the CLIENT acknowledges and confirms that the CLIENT possesses all of the hardware and software necessitated to receive all electronic notifications and Records as may be provided by DAG Tech.

4. Security

- 4.1** DAG Tech shall not be liable to the CLIENT or any third-party, if anyone gets / has access to CLIENT's Master Account (or any of the Seats thereunder) password and/or device with the Locations, and the CLIENT fails to inform DAG Tech.

The transaction(s) done and/or instructions sent on the Master Account/Seat(s) by the unreported and unauthorized user shall be considered legitimate and shall be acted and/or relied upon by DAG Tech. DAG Tech accepts no liabilities and shall not be held liable for compensation against any resulting CLIENT's loss.

- 4.2 The CLIENT irrevocably and unconditionally undertakes to ensure that the CLIENT's password and other Confidential Information is kept confidential and to not let any unauthorized person have access to the CLIENT's devices and/or the password. The CLIENT also hereby acknowledges, agrees, and confirms that the CLIENT's devices (and each User's devices) shall only be used by the CLIENT, and they shall take all necessary precautions and care to ensure that the same are not misplaced, lost, or stolen. If CLIENT's/User's device is lost or stolen or their password is compromised, CLIENT shall immediately notify DAG Tech' Customer Service to block access to the relevant Main Account/Seat, failing which, DAG Tech shall not be held liable for any cost, charges, expenses, losses (direct, indirect or consequential), claims (including third party claims) or damages suffered or incurred by the CLIENT. The time at which DAG Tech receives instructions to block access to the Master Account/Seat shall be determined and certified by DAG Tech and such determination shall be binding and conclusive on the CLIENT.
- 4.3 If the CLIENT believes that their Master Account (or any Seat thereunder) has been accessed without the CLIENT's knowledge or consent, or that their password has been fraudulently used, they shall contact DAG Tech immediately to block the Master Account/Seat, and failure to timely do so shall leave the CLIENT financially liable for all CLIENT Instructions issued from the unauthorized use of the Master Account/Seat.
- 4.4 DAG Tech shall not be required to independently verify the CLIENT Instructions and shall be effective unless countermanded by further instructions from the CLIENT within a reasonable time frame. DAG Tech shall have no liability whatsoever if it does not or is unable to stop or prevent the implementation of any such countermanded CLIENT Instruction.
- 4.5 All instructions for operating the Master Account and Seats and availing Services shall be given by the CLIENT ("**CLIENT Instructions**") in the manner prescribed by DAG Tech. The CLIENT is also responsible for the accuracy, completeness, and authenticity of the payment instructions provided to DAG Tech and/or its Affiliates and the same shall be sufficient to operate the Master Account and Seats.
- 4.6 The CLIENT Instructions shall be accepted only after DAG Tech's authentication of the CLIENT.
- 4.7 All the records of DAG Tech generated by the CLIENT Instructions, (including the time of the transaction and payments requested when availing Services and using the Master Account/Seats), recorded shall be conclusive proof of the genuineness and accuracy of the transaction and accompanying CLIENT Instructions.
- 4.8 When a CLIENT completes providing payment-related CLIENT Instructions and the same are received by DAG Tech, transaction shall be deemed to be fixed and finalized and CLIENT may not afterwards raise any objections to the same. Once the CLIENT Instructions are received the transaction may not subsequently be changed or reversed in any way. DAG Tech may seek clarification on CLIENT Instructions as and when it deems fit.
- 4.9 DAG Tech may refuse to comply with the CLIENT Instructions without any reason whatsoever and shall not be under any duty to assess the prudence or otherwise of any CLIENT Instruction and have the right to suspend the operations through standard process if it has reason to believe that the CLIENT Instructions will lead or expose to direct or indirect loss or may require indemnity from the CLIENT before continuing to operate Master Account and Seats.
- 4.10 The CLIENT undertakes and agrees not to use or permit the use of Main Account, Seats and Services for any illegal or improper purposes and shall comply with all applicable laws and regulations governing the Master Account and Seats. The CLIENT shall be held liable for any illegal funds transfer and money laundering done through their Master Account/Seats.

5. Services

- 5.1 Services and Service Levels. DAG Tech shall provide those Information Technology ("**IT**") Services, sale of DAG Tech product (whether hardware or software) Services, third-party product resale Services, and value added resale Services to the Master Account, as shall be availed by the CLIENT, and such availed Services shall be subject to the corresponding "**Additional Documents**", which means and includes "hardware purchase agreements, software licensing agreements, VAR agreements, end user license agreements, any one-time Project Terms (defined below), SOWs, and SLAs linked to such Services (including without limitation, A+ Animal, Clarity IT (Hourly SLA), In-Powered IT On-Demand (hourly ODA), etc.)". Services mean those services covered in the applicable subscription plan, and/or the relevant Service Order (as defined below) as the case may be, both of which shall be incorporated herein by reference, to which the CLIENT has duly subscribed to/accepted. When formally making a request for any Services,

the CLIENT and DAG Tech shall execute a Service purchase order (“**Service Order**”) which specifies the relevant details of the Services order and to be provided, the applicable Additional Documents, details of the Fees due, subscription plan, the number of Seats, and any other applicable special terms, conditions, and exclusions that shall apply to the provision of those Services. DAG Tech may also prepare a “**Master Service Order**” which shall be a document which consolidates all effective Service Orders of the CLIENT, which may be requested by the CLIENT for review, and such request may be granted by DAG Tech in DAG Tech’s whole and sole discretion.

For the purposes of these T&Cs, “**Project Terms**” shall mean “those documented additional terms, information and details that shall apply to a one-time project between the Client and DAG Tech (e.g. **Project Agreement**), during the duration of which DAG Tech shall provide the Client the bespoke Services contemplated within such documentation, which bespoke one-time project shall be subject to the terms hereof.”

5.2 Access and Materials. To the extent necessary to perform DAG Tech’s obligations under this Agreement, CLIENT shall provide DAG Tech, at no cost to DAG Tech, all office space, materials, and internet connectivity necessary to perform the Services. If the CLIENT cannot provide the access and materials required under this Section 5, DAG Tech and CLIENT shall make all reasonable efforts to negotiate a modification to this Agreement. In the event the Parties cannot agree on such modification, or the Parties cannot reach agreement on the access and materials provided by CLIENT under this Section 5.2, either Party may terminate this Agreement, at their sole discretion, upon thirty (30) days’ written notice to the other Party.

5.3 Place of Performance. If the CLIENT has availed any Services that require DAG Tech to send its staff, employees, personnel, consultants, vendors, and/or representatives (“**DAG Tech Representatives**”) to the CLIENT’s site/office to provide those Services, then the Parties hereby agree and acknowledge that DAG Tech shall only deploy the DAG Tech Representatives to the CLIENT’s location as specified in the corresponding Service Order (and/or Project Terms as the case may be) in which those Services were subscribed to. DAG Tech shall be under no obligation to send any DAG Tech Representatives to any alternate locations for the CLIENT.

5.4 Seats. DAG Tech shall provide the CLIENT Seats for the CLIENT’s Users under the Master Account, in accordance with the following:

5.4.1 “**Seats**” shall be defined as Users being provided any Services, support, software, within the monitoring pool, or coverage afforded to the CLIENT under the Master Account, at DAG Tech’s sole discretion, consistent with industry standards.

5.4.2 The Services and Master Account shall be subject to a minimum number of Seats as shall be specified in the corresponding Services’ SLA to which the CLIENT subscribes. The exact number of Seats requested by the CLIENT, to which DAG Tech shall provide the Services shall be as mutually agreed by the Parties in writing and specified in the corresponding Service Order (and/or Project Terms as the case may be).

5.4.3 In the event that the number of Seats to be provided under this Agreement, is subject to any volume discounts in Price (as defined below), then such volume discount can only be availed hereunder, if this Agreement is locked into a fixed minimum term (such minimum fixed term shall be as specified by DAG Tech in writing), where any termination by the CLIENT of this Agreement without cause, shall be subject to a termination for convenience fee, as specified hereinbelow. If the CLIENT wishes for this Agreement term to remain monthly (with automatic renewal unless otherwise specified by written notice by either Party of its intention not to renew further), then the CLIENT shall not be entitled to any volume discounts for the number of Seats requested under this Agreement.

6. Payments of Fees, Costs, and Taxes

6.1 In consideration of the Services provided hereunder, the CLIENT shall pay to DAG Tech the fee specified in writing in the corresponding Service Order (the “**Fees**”). DAG Tech shall calculate the applicable Fees in accordance with the number of Seats requested (where applicable), and subject to any volume discounts provided by DAG Tech, if any (along with any applicable Project Terms, as well as any additional terms and conditions that shall apply to such Fees, if any) and communicate the same in writing to CLIENT in the Service Order, for the CLIENT’s written acceptance of such Fees (and Additional Documents and any other applicable additional terms and conditions, if any) through acceptance of the Service Order.

- 6.2 All Fees shall be charged by DAG Tech to the CLIENT by using the Payment Method specified on the Service Order and/or any other Payment Methods specified on the Master Account.
- 6.3 Receipt by DAG Tech of any form of payment in the Payment Methods, other than cash shall not be deemed paid until that Payment Method has been honored, cleared, or recognized.
- 6.4 All Fees pertaining to the Services are denominated in United States Dollars.
- 6.5 In order to use certain Locations and/or the Services, Master Account and Seats and pay the corresponding Fees, the CLIENT must provide account information for at least one of the following valid Payment Methods:
 - 6.5.1 Credit card;
 - 6.5.2 Debit card;
 - 6.5.3 Charge card; and/or
 - 6.5.4 Bank transfer (ACH).

Wherein the CLIENT hereby authorizes DAG Tech to run authorizations on all credit/debit/charge cards and/or bank account provided by the CLIENT, to store credit/debit/charge card, banking, or other financial details as CLIENT's method of payment for Services, and to charge CLIENT's credit/debit/charge card and/or bank account.

- 6.6 By providing Payment Method information through the Locations, the CLIENT represents, warrants, and covenants that:
 - 6.6.1 CLIENT is legally authorized to provide such information;
 - 6.6.2 CLIENT is legally authorized to perform payments using the Payment Method(s); and
 - 6.6.3 such action does not violate the terms and conditions applicable to the CLIENT's use of such Payment Method(s) or applicable law.
- 6.7 By authorizing a payment using a Payment Method via the Locations, the CLIENT represents, warrants, and covenants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement cannot be collected from CLIENT's Payment Method(s), the CLIENT is solely responsible for paying such amounts by other means.
- 6.8 In the event that the CLIENT either (i) cancels its debit or credit card, (ii) initiates an improper chargeback, or (iii) commits any other act or omission; which leads to a failure on part of the CLIENT to pay any Fees due, DAG Tech shall have the right to suspend or close the CLIENT's Master Account (and all Seats thereunder) and revoke the CLIENT and all Users' access to the Locations. Notwithstanding other remedies available to DAG Tech under the law, the CLIENT must pay DAG Tech upon first demand for amounts owed under the Agreement plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law. To the extent permitted by applicable law, DAG Tech shall reserve the right to set-off amounts due against other amounts received from or held by DAG Tech for the CLIENT, report such behavior to any law enforcement authorities and/or regulatory authorities, and cooperate with credit reporting agencies and law enforcement authorities in any resulting investigation or prosecution.
- 6.9 Taxes. CLIENT shall pay all taxes (including, without limitation, all local, state, and federal sales, use, rental, and license taxes) that may now or hereafter be imposed on DAG Tech or CLIENT that relate to the Services and related materials and expenses but excluding all taxes on, or measured by, the income or wealth of DAG Tech.
- 6.10 Expenses. DAG Tech may only charge the CLIENT for out-of-pocket expenses, such as travel expenses, etc., at actuals, if such expenses were approved in writing by the CLIENT prior to being incurred, and subject to DAG Tech's submission of documentary evidence/receipts of such expenses.
- 6.11 Returns. CLIENT may wish to order products from DAG Tech (whether such products are proprietary of DAG Tech or duly resold by DAG Tech), under the Services. DAG Tech, at its sole discretion, may also assess and invoice the CLIENT for a 15% restocking fee on any products ordered and subsequently returned by the CLIENT, which return was not initiated due to the fault of the products, DAG Tech, or the manufacturer.
- 6.12 Invoicing and Payment.

- 6.12.1** The Fees for any subscription-based Services shall be payable by CLIENT to DAG Tech on a monthly basis, in advance, on or before the first day of each calendar month, via the Payment Method. For example, April Services shall be billed and payable in advance, on or before April 1.
- 6.12.2** The Fees for any product sale-based Services (whether the product is a DAG Tech product, or a third-party product that DAG Tech is licensed to resell, whether as is or with value addition) shall be due one-time immediately upon issuance of the corresponding Service Order.
- 6.12.3** The Fees for any one-time project Services shall be payable by the CLIENT in such instalments and on such terms as shall be specified in the corresponding Project Terms and corresponding Service Order.
- 6.12.4** If the Fees due for any Service for a given calendar month are not timely received on the first day of that calendar month, then CLIENT shall have a thirty (30) day grace period to render payment of such Fees, subject to the additional interest fee of one and a half percent (1.5%) per month (accrued and pro-rated by the number of days of delay) specified in Section 6.8 hereinabove.
- 6.12.5** If the Fees due for any Service are not received within the 30-day grace period specified in Section 6.12.4 above, then DAG Tech shall have the right to stop providing the corresponding Services and immediately terminate this Agreement. After the grace period ends (i.e. 30 days after the corresponding Fee was originally due) DAG Tech shall have the right to delete all CLIENT and User data consistent with DAG Tech's data management policy.
- 6.12.6** If the Fees for any product sale-based Services (whether the product is a DAG Tech product, or a third-party product that DAG Tech is licensed to resell, whether as is or with value addition) are not received immediately in full, DAG Tech shall reserve the right to not deliver the corresponding Services (i.e. products thereunder) and/or assess the additional interest fee of one and a half percent (1.5%) per month (accrued and pro-rated by the number of days of delay) specified in Section 6.8 hereinabove.
- 6.12.7** Offboarded Seat costs shall not be eligible for, nor issued any Fee refunds (whether pro-rated or otherwise).
- 6.12.8** Onboarded Seat costs shall be charged the Fees for the full calendar month, even if onboarded after the first day of that calendar month.

7. Relationship with DAG Tech

- 7.1** All dealings between CLIENT and/or Users, including posts, communications, screening, selection, and performance of the Services, shall remain between the CLIENT/Users, and not pertain to DAG Tech. DAG Tech shall not, in any way, supervise, direct, or control CLIENT/User or CLIENT's/User's interaction with other Users. DAG Tech makes no representations about, and does not guarantee or warrant the quality, safety, or legality of, the CLIENT's/User's interaction or communication with other Users; the truth or accuracy of any User's posted content on the Locations; the qualifications, background, or identities of CLIENT/Users; nor does DAG Tech promise to perform or endorse any background checks on the CLIENT/Users. The CLIENT hereby acknowledges and agrees that any information on the Locations about another User, including without limitation feedback, composite feedback, including a strength or risk score, geographical location is based solely on data that CLIENT/Users voluntarily submit to DAG Tech, and shall not constitute nor be construed as an endorsement, verification, testimonial, or recommendation by DAG Tech. The CLIENT's execution of this Agreement and any Master Account registration will not be construed as creating or implying any relationship of agency, franchise, partnership, or joint venture between CLIENT/Users and DAG Tech.
- 7.2 COMMUNICATIONS FROM CLIENT TO DAG TECH** - All notices to DAG Tech or our Affiliates intended to have a legal effect must be in writing and delivered either (a) in person; (b) by a means evidenced by a delivery receipt, to the following address: 2405 York Rd Lutherville Timonium MD 21093, or (c) in writing via email to legal@dagtech.com, and shall be deemed effective upon receipt by DAG Tech. DAG Tech does not accept service of any legal process by email or mail; all such service should occur by hand delivery on DAG Tech or its registered agent for service of process.
- 7.3 SITE AND SAAS LICENSE AND INTELLECTUAL PROPERTY RIGHTS** - DAG Tech grants to the CLIENT a limited license to access and use the Locations and SAAS for the purpose of using the Services. The CLIENT/User shall only access (or attempt to access) the Locations, SAAS and/or Services by the interface provided, and shall not use information from the Locations, SAAS or Services for any purposes other than the purposes for which it was made available. The CLIENT/User shall not use Locations, SAAS or the Services for offering any goods or services. The CLIENT/User shall not do any of the following without DAG Tech' express prior written consent:

- 7.3.1 sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Locations, SAAS or Services in any way for any public, political, or commercial purpose;
- 7.3.2 use any content of the Locations, SAAS or Services on any other website or in a networked computer environment for any purpose except CLIENT/User's own viewing;
- 7.3.3 frame or link to the Locations, SAAS or Services;
- 7.3.4 attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Locations, SAAS or the Services unless expressly permitted by applicable law; and/or
- 7.3.5 access the Location, SAAS or Services, in order to build a similar service or application, or publish any performance, or any benchmark test or analysis relating to the Services.

7.4 DAG Tech and its licensors retain all rights, title, and interest in and to all Intellectual Property Rights related in and to the Locations, SAAS and the Services. The logos and names are trademarks of DAG Tech and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the Locations, SAAS or the Services may be the trademarks of their respective owners. Except as expressly stated in this Agreement, nothing in the Agreement confers any license under any of DAG Tech's or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

8. Miscellaneous

8.1 UNAUTHORIZED ACCESS AND USE; SITE INTERFERENCE; MALICIOUS SOFTWARE - The CLIENT/User shall not use any robot, spider, scraper, or other automated means to access the Locations or Services for any purpose without DAG Tech's express written permission. The CLIENT/User shall not:

- 8.1.1 access the audiovisual content available on the Locations/Services for any purpose or in any manner other than streaming;
- 8.1.2 take any action that imposes, or DAG Tech reasonably believes may impose (in DAG Tech's sole discretion) an unreasonable or disproportionately large load on the Locations'/Services/SAAS' infrastructure and/or violate the RUP;
- 8.1.3 copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Locations, Services and/or SAAS) from the Locations/Services/SAAS ("Content"), any software code that is part of the Locations/Services/SAAS, or any services that are offered on the Locations/Services/SAAS without the prior express written permission of DAG Tech and the appropriate third party, as applicable;
- 8.1.4 interfere or attempt to interfere with the proper operation of the Locations/Services/SAAS or any activities conducted on the Locations/Services/SAAS;
- 8.1.5 bypass any of DAG Tech's measures to prevent or restrict access to the Locations/Services/SAAS or any subparts of the Locations/Services/SAAS, including, without limitation, features that prevent or restrict use or copying of any Content or enforce limitations on use of the Locations/Services/SAAS or the content therein;
- 8.1.6 transmit chain letters, or other unsolicited communications;
- 8.1.7 attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the Locations;
- 8.1.8 collect, harvest, retain, forward, or use any personally identifiable information, including Master Account names, from the Locations/Services/SAAS;
- 8.1.9 access any Content on the Locations/Services/SAAS through any technology or means other than those provided or authorized by the Locations/Services/SAAS;
- 8.1.10 directly or indirectly, advertise or promote another website, product, or service or solicit other clients/Users for other websites, products, or services; or

8.2 In addition to the aforementioned types of Content in Section 8.1 hereinabove, the CLIENT/User shall not post, upload, display or otherwise make available Content that, *inter alia* promotes, supports, represents, advocates, threatens, contains and/or condones:

- 8.2.1 any form of racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- 8.2.2 harassment or intimidation of another person;
- 8.2.3 requests money from, or is intended to defraud, other client/Users of the Services;
- 8.2.4 spam or solicits users of any other web/mobile application;
- 8.2.5 information that is false or misleading, or promotes illegal activities or conduct that is defamatory, libelous, or otherwise objectionable;
- 8.2.6 an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs, images, audio or video files or links to them, or infringement of any other person's Intellectual Property Rights, in any manner whatsoever;
- 8.2.7 video, audio photographs, or images of another person without his or her express permission (or in the case of a minor, the minor's legal guardian);
- 8.2.8 restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- 8.2.9 material that exploits people in a sexual, violent, or other illegal manner, or solicits personal information from anyone under the age of 18;
- 8.2.10 provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating, or creating computer viruses;
- 8.2.11 viruses, time bombs, trojan horses, cancelbots, worms, any invalid data or other harmful or malicious software code, or disruptive codes, components or devices, agent, hidden procedure, routine, or mechanism through or to the Locations or the Locations software that is designed to cause to cease functioning, disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or to allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, or communications or otherwise interfere with operations of or on) the Locations or any other software, firmware, hardware, computer system, or network of DAG Tech or any third party;
- 8.2.12 an impersonation of, or otherwise misrepresents affiliation, connection or association with, any person or entity;
- 8.2.13 provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and Confidential Information);
- 8.2.14 disruption the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges; and
- 8.2.15 solicitation of passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission.

8.3 DAG Tech reserves the right, in its sole discretion, to investigate and take any legal action against anyone who violates the provisions of this Section 8, including removing the offending communication from the Services and terminating or suspending the account of such violators.

8.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE CLIENT'S/USER'S USE OF THE SERVICE IS ACCESSED AT THE CLIENT'S/USER'S OWN DISCRETION AND RISK, AND THE CLIENT SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO THE CLIENT'S/USER'S DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF THE CLIENT DOES NOT ACCEPT THIS LIMITATION OF LIABILITY, THEN SUCH CLIENT SHALL NOT BE AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE.

8.5 THIRD-PARTY VERIFICATION - The Locations may make available various services provided by third parties to verify another CLIENT's/User's credentials and provide other information. Any information or content expressed or made available by these third parties, or any other Users is that of the respective author(s) or distributor(s) and shall not be deemed to be the stance, opinion, or belief of DAG Tech. DAG Tech neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Locations by anyone other than DAG Tech' authorized employees acting in their official capacities.

8.6 LINKS AND APPLICATIONS - The Locations/Services/SAAS shall contain links to third-party websites. The Locations/Services/SAAS may also contain applications that allow the User to access third-party websites via the Locations/Services/SAAS. Such third-party websites are owned and operated by the third parties and/or their licensors.

DAG Tech does not warrant or guarantee access and use of third-party websites, including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third-party websites. The CLIENT acknowledges and agrees that DAG Tech is not responsible or liable for the availability or accuracy of third-party websites; or the content, advertising, or products on or available from third-party websites. The CLIENT/User shall access third-party websites by clicking on a link or installing an application at the CLIENT's/User's sole risk and discretion.

8.7 MOBILE AND OTHER DEVICES - When using the Locations/Services/SAAS, the CLIENT hereby acknowledges, affirms, and agrees that the CLIENT's/User's carrier's normal rates and fees, such as text messaging and data charges, shall still apply.

8.8 SITE UPDATES - DAG Tech may from time to time in its sole discretion develop and provide Location, SAAS and/or Services updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we do not have any obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You will promptly download and install all Updates and acknowledge and agree that Services or portions thereof may not work properly should you fail to do so. You further agree that all Updates will be subject to the terms of this Agreement, unless otherwise provided in terms associated with such Update. DAG Tech reserves the right, at any time, to modify, suspend, or discontinue Services or any part thereof without notice. You agree DAG Tech will not be liable to you or any third party for any modification, suspension, or discontinuance of Services or any part thereof.

8.9 WARRANTY DISCLAIMER - The Locations and the Services are provided "as is" and on an "as available" basis. DAG Tech makes no express representations or warranties with regard to the Locations, SAAS, the Services, or any activities or items related to this Agreement. In the event that the CLIENT has not availed a subscription Service (i.e. that the CLIENT has availed only products and/or one-time on demand Services), then DAG Tech shall not guarantee the provision of those Services, and shall provide such Services only in accordance with DAG Tech's availability and resources, in the sole discretion of DAG Tech. Furthermore, if the CLIENT is availing any Services involving the sale and/or use of third-party products, then the CLIENT hereby agrees that DAG Tech shall imply no warranties of any kind to such Services, and the CLIENT must seek any legal remedies for such Services from the original third-party proprietary owner/manufacturer of the underlying products, and hold DAG Tech harmless from such claims and liability (to the extent that any resultant harm or damage was not caused by any action or omission of DAG Tech). To the maximum extent permitted by applicable law, DAG Tech disclaims all express and implied conditions, representations, and warranties including, but not limited to, the warranties of merchantability, accuracy, fitness for a particular purpose, title, and non-infringement. Some jurisdictions may not allow for all of the foregoing limitations on warranties, so to that extent, some or all of the above limitations may not apply to the User.

8.10 Insurance. The CLIENT shall maintain insurance equal to 100% of the full replacement value, without regard to devaluation for technology advances, of all computer hardware, software, systems, and data of the CLIENT. CLIENT's insurance shall include liability coverage that fully insures the CLIENT's employees, contractors, and consultants for Services under this Agreement. DAG Tech shall take all reasonable measures to avoid activity that may jeopardize or conflict with CLIENT's insurance or cause the CLIENT's insurance costs to increase. DAG Tech shall not be responsible for damage to any of the CLIENT's computer equipment or data for any reason whatsoever.

9. Liability And Indemnities

9.1 LIMITATION OF LIABILITY – The Parties agree that DAG Tech shall not be liable for any damages or losses arising out of or in connection with the Agreement, including, but not limited to:

- 9.1.1** The User's use of or inability to use the Locations, SAAS or Services;
- 9.1.2** Any product defects or losses/damages/claims caused to the CLIENT/User by use of any Services involving the sale/use of third-party products which DAG Tech is licensed to resell (whether as is or with value addition), to the extent such loss/damage/claim was not caused by an act/omission of DAG Tech;
- 9.1.3** Unreasonable delays or disruptions in the Locations, SAAS or Services;
- 9.1.4** viruses or other malicious software obtained by accessing, or linking to, the Locations, SAAS or Services;
- 9.1.5** glitches, bugs, errors, or inaccuracies of any kind in the Locations, SAAS or Services;
- 9.1.6** damage to the CLIENT's/User's hardware device from the use of the Locations, SAAS or Services;

- 9.1.7 the content, actions, or inactions of third parties' use of the Locations, SAAS or Services;
- 9.1.8 a suspension or other action taken with respect to the Master Account/Seat;
- 9.1.9 the CLIENT's/User's reliance on the quality, accuracy, or reliability of profiles, statistics, calculations, predictions, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Locations and/or SAAS; and
- 9.1.10 the CLIENT/User's need to modify practices, content, or behavior as a result of changes to the Agreement.

9.2 The CLIENT hereby acknowledges, affirms, and confirms that the CLIENT is fully aware that the CLIENT/User's use of the Services is at the CLIENT's whole and sole discretion and risk, and therefore the CLIENT shall have no claims whatsoever against DAG Tech, its Affiliates, licensors, and third-party service providers for any of the foregoing (subject to any applicable end user license agreements from the relevant third-party product providers/licensors).

9.3 The liability of DAG Tech, its Affiliates, licensors, and third-party service providers to the CLIENT for any claim arising out of or in connection with this Agreement shall not exceed the aggregate Fees paid by the CLIENT in the preceding twelve (12) months of such claim. These limitations will apply to any liability, arising from any cause of action whatsoever arising out of or in connection with this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose. Some jurisdictions do not allow for all of the foregoing exclusions and limitations, so to that extent, some or all of these limitations and exclusions may not apply to the CLIENT.

9.4 **RELEASE** - The CLIENT hereby releases DAG Tech, its Affiliates, and DAG Tech' respective officers, directors, agents, subsidiaries, joint ventures, and employees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute that the User may have with another User, whether it be at law or in equity.

9.5 **INDEMNIFICATION** - The CLIENT shall indemnify, defend, and hold harmless DAG Tech, our Affiliates, and DAG Tech's respective directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") from any and all claims, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by the CLIENT, a third party, or another User against an Indemnified Party relating to: (a) use of the Locations, SAAS and the Services by CLIENT/User, including any payment obligations incurred through use of the Services; (b) the CLIENT's failure to comply with the Agreement; (c) CLIENT/User's failure to comply with applicable law(s) and/or regulation(s); (d) CLIENT/User's negligence, willful misconduct, or fraud; and (e) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by the CLIENT/User. Additionally, in no event shall DAG Tech, its Affiliates, licensors, or third-party service providers be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not limited to, litigation costs, installation and removal costs, or loss of data, production, profit, or business opportunities. Finally, the Indemnified Parties shall not be liable to the CLIENT/User(s) for any claims, damages, liabilities, costs, losses, or expenses relating to the Client's/User's use of any Services involving the sale/use of any third-party products which DAG Tech is authorized to resell (whether as is or with value addition), wherein the claim, damage, liability, cost, loss or expense was not proximately caused by any action/omission of DAG Tech.

10. Term and Termination

10.1 The Agreement come into full force and effect on the later of the Effective Date or upon registration of a Master Account in the CLIENT's name and shall remain valid and in force until and unless otherwise terminated earlier in accordance with the provisions of this Agreement ("**Term**").

10.1.1 If the Parties mutually agree that the CLIENT shall receive a volume discount on the Fees for any subscription Services, then this Agreement shall remain valid and in force for such minimum period, as shall be specified by DAG Tech in writing, which Term shall automatically renew for an additional Term, unless either Party serves written notice of its intention not to renew that subscription Service, to the other Party, at least 30 days prior to the expiry of the current Term.

10.1.2 If the CLIENT seeks to make any material changes to the terms of this Agreement (which DAG Tech subsequently accepts), then this Agreement shall remain valid and in force for such minimum period, as shall be specified by DAG Tech in writing, which Term shall automatically renew for an additional Term, unless

either Party serves written notice of its intention not to renew, to the other Party, at least 30 days prior to the expiry of the current Term.

10.1.3 the CLIENT receives no volume discounts on the Fees on any subscription Services, and accepts this Agreement in its Standard Version (as defined below) with NO MATERIAL CHANGES, then this Agreement shall remain valid and in force for a Term of one month, which Term shall automatically renew for an additional Term of one month, unless either Party serves written notice of its intention not to renew, to the other Party, at least 10 days prior to the expiry of the current Term. For the purposes of absolute clarity, the “**Standard Version**” of this Agreement is the version that is available at <https://www.dagtech.com/terms-conditions>.

10.2 Either Party shall reserve the right to terminate this Agreement in the event that the other Party has committed a material breach of this Agreement (whether a breach of obligations, representations, or warranties), upon serving written notice to the other Party specifying the material breach and the effective date of termination thereunder.

10.2.1 Material Breach. The following shall constitute a material breach of this Agreement:

10.2.1.1 By CLIENT - Any of the following will be a material breach by CLIENT:

10.2.1.1.1 Failure to timely pay any invoice of any Fees, expenses, costs, or other amounts in accordance with this Agreement;

10.2.1.1.2 Breach of any of the representations, warranties, and covenants of this Agreement and the Additional Documents, or any part thereof (i.e. T&Cs, RUP, SLA, Project Terms, and/or Service Order).

10.2.1.2 By DAG Tech - Any of the following will be a material breach by DAG Tech:

10.2.1.2.1 Repeated non-performance by DAG Tech, defined as failure to meet the applicable Service Levels described; and/or

10.2.1.2.2 Breach of any of the representations, warranties, and covenants.

10.3 Either Party shall also reserve the right to terminate this Agreement without cause, upon serving 30 days’ written notice to the other Party specifying the effective date of termination thereunder. In the event that this Agreement is terminated in accordance with this Section 10.3 by the CLIENT, then the CLIENT shall pay to DAG Tech a termination for convenience Fee in the amount specified in the relevant corresponding Service Order, by or before the effective date of termination, in addition to any and all other outstanding Fees, expenses, costs, and amounts due from CLIENT. Where no termination for convenience fee or rate is specified in the Service Order, such termination for convenience fee shall then be calculated as a percentage of the total Fee calculated for the remainder of the Term as of the effective date of termination, due and payable by or before the effective date of termination hereof.

10.4 In the event of termination, the CLIENT’s and Users’ right to use the Locations, SAAS and the Services shall be automatically revoked, and Master Account and all Seats thereunder shall be closed; however, the CLIENT shall continue to be obligated to pay any amounts accrued but unpaid as of the date of termination to DAG Tech for any Services availed up to the date of termination. Termination of this Agreement for any reason shall not release the CLIENT or DAG Tech from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

10.5 Without limiting DAG Tech’ other rights or remedies, it may temporarily suspend, indefinitely suspend, or permanently revoke the CLIENT’s/Users’ access to the Locations, Services and/or SAAS and refuse to provide any or all Services to the CLIENT/User(s) if: (i) the CLIENT/User breaches the letter or spirit of any terms and conditions of this Agreement; (ii) DAG Tech suspects or becomes aware that the CLIENT/User provided false or misleading information to DAG Tech; or (iii) DAG Tech believes, in its sole discretion, that the CLIENT’s/User’s actions may cause legal liability for DAG Tech, its other Users, or its Affiliates; may be contrary to the interests of the Locations, Services, SAAS or the User community; or may involve illicit activity. If the Master Account is suspended or closed, the CLIENT may not use the Services under the same Master Account or a different Master Account or reregister under a new Master Account without DAG Tech’ prior written consent. If the CLIENT attempts to use the Location(s), Services or SAAS under a different Master Account, DAG Tech reserves the right to reclaim available funds in that Master Account and/or use an available Payment Method to pay for any amounts owed by the CLIENT to the extent permitted by applicable law.

- 10.6** Without limiting DAG Tech' other rights or remedies, if the CLIENT/User engages in actions or activities that circumvent the Locations/SAAS or otherwise reduce amounts owed DAG Tech or its Affiliates under the Agreement, the CLIENT shall pay DAG Tech, and authorize DAG Tech or its Affiliate to charge the CLIENT, for all amounts owed to DAG Tech and its Affiliates, all losses and costs (including any and all time expended of DAG Tech' employees) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such amounts. In addition, violations of the Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.
- 10.7** If the Master Account is closed for any reason, the CLIENT/Users shall no longer have access to data, messages, files, and other material pertaining to the closed Master Account (and any Seats thereunder) kept on the Locations. If practicable or required by law, DAG Tech shall retain this information for a period of up to five years from the date of closure. However, the CLIENT understands, acknowledges, agrees, and affirms that any closure of the Master Account may involve deletion of any content stored in the CLIENT's Master Account for which DAG Tech shall have no liability whatsoever.
- 10.8** Except as otherwise required by applicable law, DAG Tech shall notify the CLIENT before closing the Master Account, unless it believes, in its sole judgment, that giving notice may cause damage. **IF DAG TECH DECIDES TO SUSPEND OR CLOSE THE ACCOUNT, DAG TECH HAS THE RIGHT BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE INTERACTED AND/OR COMMUNICATED WITH THE USER TO INFORM THEM OF THE CLIENT'S SUSPENDED OR CLOSED MASTER ACCOUNT STATUS, AND (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR THE MASTER ACCOUNT SUSPENSION OR CLOSURE.**
- 10.9 SURVIVAL** - After this Agreement terminates, the terms of this Agreement that expressly or by their nature contemplate performance after the Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions protecting Confidential Information, requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates.

11. General Provisions

- 11.1 ENTIRE AGREEMENT** - This Agreement sets forth the entire agreement and understanding between the CLIENT and DAG Tech relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Agreement are included for ease of reference only and have no binding effect. Even though DAG Tech has drafted the Agreement, the CLIENT represents that they had ample time to review and decide whether to agree to the Agreement. If an ambiguity or question of intent or interpretation of the Agreement arises, no presumption or burden of proof will arise favoring or disfavoring the Parties because of the authorship of any provision of the Agreement.
- 11.2 MODIFICATIONS** - No modification or amendment to the Agreement shall be binding upon DAG Tech unless in a written instrument signed by a duly authorized representative of DAG Tech. For the purposes of this subsection, a written instrument will expressly exclude electronic communications, such as email and electronic notices, but will include facsimiles.
- 11.3 NO WAIVER** - Notwithstanding anything to the contrary in this Agreement, the failure or delay of either Party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that Party's right to later enforce or exercise it, unless such Party issues an express written waiver, signed by a duly authorized representative of such Party.
- 11.4 ASSIGNABILITY** - CLIENT shall not assign any of its rights or obligations hereunder, for any reason whatsoever. DAG Tech may freely assign this Agreement without CLIENT's consent. Any attempted assignment or transfer in violation of this subsection shall be null and void.
- 11.5 SEVERABILITY** - If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect

the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

11.6 FORCE MAJEURE - Neither Party shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such Party shall be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 30 days, either Party shall have the right to terminate this Agreement upon submitting written notice of termination to the other Party.

11.7 PREVAILING LANGUAGE AND LOCATION - The English language version of the Agreement and shall be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Locations are controlled and operated from our facilities in the State of New York. DAG Tech makes no representations or warranties that the Locations are appropriate or available for use in other locations. Those who access or use the Locations from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable foreign and local laws and regulations.

11.8 NON-SOLICITATION. For a minimum period of three (3) years from the date of termination of this Agreement, CLIENT may not solicit, hire, attempt to solicit or hire any DAG Tech personnel, including but not limited to employees, consultants, and contractors (nor induce them to leave DAG Tech's employment or service), with whom CLIENT comes in contact as a result of this Agreement, except with the prior, written consent of DAG Tech.

11.9 CONFIDENTIALITY OF INFORMATION.

11.9.1 Definition. Unless otherwise specified in the Agreement, all information exchanged during the course of the Agreement ("**Confidential Information**") shall be regarded as confidential between the Parties and shall not be disclosed to any unauthorized person or used by the recipient other than for the purpose to which it relates. Any authorized disclosure to another person(s) shall be on the same terms as to confidentiality as contained in this Section 11.9. Parties hereby agree to make available Confidential Information only to those of their employees who need to have access to it for the purposes of this Agreement and to obligate such employees correspondingly to the extent legally permissible.

11.9.2 If, for the purposes of this Agreement, a Party discloses any Confidential Information to its employees, it shall notify such employees of the confidential nature thereof and make all necessary efforts and take all precautions to bind such employees to keep the Confidential Information strictly confidential.

11.9.2.1 During and after the tenure of this Agreement if any Confidential Information is received by a Party under or by virtue of this Agreement the same shall be maintained in the strictest of confidence and trust.

11.9.2.2 The obligation of confidentiality and limited use shall survive termination of this Agreement and continue even after the termination or expiry of this Agreement.

11.9.3 The Parties warrant that they will never inadvertently or otherwise use, disclose, provide access to, or transfer to any person or entity, the Confidential Information of the other Party except:

11.9.3.1 As reasonably necessary to provide Services under this Agreement;

11.9.3.2 With the other Party's prior, written permission.

11.9.4 Confidential Information shall not include information or data which: (i) Was demonstrably and lawfully known or possessed by the receiving Party prior to accessing, receiving, possessing, using, or interacting with the Confidential Information that resembles the information or data at issue; (ii) Becomes rightfully known to or possessed by the receiving Party from a third party under no obligation to the CLIENT or DAG Tech to maintain confidentiality; (iii) Is or becomes publicly available through no fault of, or failure to act by, DAG Tech or CLIENT in breach of this Agreement; (iv) Is required to be disclosed in a judicial or administrative proceeding or is otherwise required to be disclosed by applicable law; or (v) Is or has been independently developed by employees, contractors, consultants, or agents of DAG Tech or CLIENT without violating this Agreement or

accessing, receiving, possessing, using, or interacting with any Confidential Information. Information shall not fall within the foregoing exceptions merely because it, or a portion thereof, is expressed in more general terms publicly or in items in CLIENT's or DAG Tech's possession.

11.9.5 Degree of Care. Each Party shall protect Confidential Information from the other Party with at least the same degree of care with which the Party protects their own trade secrets, employees' personal information, or similar confidential information, but in no case with less than a reasonable degree of care.

11.9.6 Injunctive Relief. Each Party further agrees that a violation of this Section 11.9 will cause the other Party irreparable harm and that this Section 11.9 is enforceable through injunctive relief.

11.9.7 Compelled Disclosure. Notwithstanding anything in this Agreement to the contrary, if a Party is compelled by deposition, interrogatory, request for documents, subpoena, civil investigation demand, or similar process to disclose any Information, the Party so compelled shall: (i) Provide the other Party with prompt, written notice of such compulsion so the other Party can seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement; (ii) Exercise reasonable efforts and cooperate fully with the other Party, to the extent permitted by law, to resist or narrow the scope of such requirement and the scope of such disclosure; and (iii) If compelled to actually disclose Confidential Information, disclose only the Confidential Information the Party's legal counsel advises must be disclosed and take reasonable steps to have the disclosed Confidential Information kept confidential.

11.10 DISPUTE RESOLUTION. 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 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 11 shall not apply to injunctive relief.

11.11 REPRESENTATIONS, WARRANTIES, AND COVENANTS. In addition to any other representations, warranties, and covenants in this Agreement, the Parties represent, warrant, and covenant to each other the following: (i) They are duly and lawfully organized as legal entities in good standing in their jurisdiction of organization; (ii) They possess the legal right and authority to enter into, execute, deliver, and perform all obligations under this Agreement; (iii) No litigation, action, arbitration, mediation, proceeding or investigation is pending or anticipated before any court, tribunal, governmental or administrative body, or other forum by, against, affecting, or involving any of their businesses or assets that materially affects this Agreement; (iv) The execution and performance of this Agreement does not constitute a breach or default of any term or provision of any contract or agreement to which they are a party; and (v) They shall comply with all applicable laws in the performance of this Agreement and in relation to the Services. Except for the express warranties in this Agreement, DAG Tech makes no representations or warranties whatsoever, express or implied, either in fact or by operation of law. DAG Tech specifically disclaims any other warranties, whether oral or written, or express or implied, including any warranty of quality, merchantability, or fitness for a particular use or purpose, for patents or the non-infringement of any intellectual property rights of third parties.

11.12 GOVERNING LAW AND FORUM. This Agreement shall be governed by, construed, and interpreted exclusively in accordance with the substantive laws of the State of New York, without regard to any conflict of laws. Any mediation, arbitration, or judicial proceeding arising out of or related to this Agreement shall be commenced in New York County, New York.

11.13 HEADINGS. All section headings and titles are inserted herein for convenience and are without contractual significance or effect.

11.14 NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to confer any rights or remedies on any persons or entities other than the Parties and their respective legal representatives, successors and permitted assigns.