

## **DAZZ MASTER SUBSCRIPTION AGREEMENT**

THIS MASTER SUBSCRIPTION AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO BETWEEN DAZZ, INC. ("DAZZ" OR THE "COMPANY") AND THE CUSTOMER LISTED ON THE ORDER FORM, WHEREBY CUSTOMER PURCHASES A SUBSCRIPTION TO THE COMPANY'S SOFTWARE SECURITY PLATFORM.

CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS AND ALSO BY CONTINUING TO USE THE PLATFORM. IF THE PERSON ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

The "Effective Date" of this Agreement is the date which is the earlier of Customer's initial access to the Platform or the effective date of the first Order Form, referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by the Customer that reference this Agreement.

1. **Definitions.** The following capitalized terms have the meanings set forth below:

- 1.1 **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **Control**, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2 **Feature** means any module, tool, functionality, or feature of the Service.
- 1.3 **Initial Subscription Term** means the Service initial subscription period specified in the Order Form.
- 1.4 **Users** means an employee of Customer authorized to access and use the Service.

2. **Ordering.**

- 2.1 Customer may place an order for Services directly with Dazz (a **Direct Order**). Direct Orders may be entered into by Dazz with Customer or Customer Affiliates. Each Direct Order is hereby incorporated into this Agreement by reference and shall be deemed to be a stand-alone agreement that incorporates by reference the terms of this Agreement. A Customer Affiliate will have the right to enter into an Order Form (as such term is defined below) referencing this Agreement and thereby indicating its agreement to be bound by the terms of this Agreement as if it were an original party hereto. In such case, for purposes of such Order Form, such Customer Affiliate will be deemed to be the "Customer" hereunder. Any Affiliate will be required to enter into a separate Order with Dazz.

3. **Ordering Via Partner.**

- 3.1 If Customer has purchased a subscription pursuant to the terms hereof from a partner, reseller or distributor authorized by Dazz ("Partner"), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, ("Partner Agreement"), then, as between Customer and Dazz, this Agreement shall prevail. Any rights granted to Customer in such Partner Agreement which are not contained in this Agreement, apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Dazz. The Partner is not authorized to make any promises or commitments on Company's behalf, and Company is not bound by any obligations to Customer other than as set forth in this Agreement.
- 3.2 Customer will pay the applicable amounts to the Partner, as agreed between Customer and the Partner under the Partner Agreement. Company may suspend or terminate Customer's Subscription if Company does not receive the applicable Fees from the Partner.
- 3.3 An order submitted by a Partner for the purchase of a subscription on behalf of a Customer (a **Partner Order Form**) together with a Direct Order are referred to herein together as an "Order Form".

4. **Subscription.**

- 4.1 Subject to the terms and conditions of this Agreement (including without limitation the payment obligations set forth herein or in an Order), Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-assignable, non-transferable and revocable right to and license to access and use the Company's platform (the **Service**) during the corresponding Subscription Term (as defined below), solely for Customer's internal purposes (collectively, the **Subscription**). Unless otherwise indicated, the term **Subscription** also includes any software, revisions, fixes and/or updates thereto and any manuals or documentation (**Documentation**) provided or made available to the Customer in connection with the use of the Service. Customer may use the Service subject to the use limitations specified in this Agreement and the respective Order Form and applicable laws and regulations.

Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Service, for ensuring their compatibility with the Service.

- 4.2 Additional Purchases. Purchases of access to additional Features and/or purchases of additional volume (collectively, **Additional Purchases**), shall be made by mutually signed written addendum to the Order Form or by executing a new Order Form, in each case according to the pricing agreed between the Parties.
- 4.3 Account Setup. In order to access the Service, Customer is required to set up an administrative account with Company, by submitting the information requested in the applicable Service interface (**Account**), and each User may need to set up a user account (each, a "User Account", and references herein to the "Account" shall be deemed to include all such User Accounts if applicable). Customer warrants that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Customer shall be responsible and liable for all activities that occur under or in the Account. Customer will require that all Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be fully responsible and liable for any breach of this Agreement by a User. Customer shall be further responsible and liable for all activities of its Unauthorized access or use of the Service must be immediately reported to the Company.
- 4.4 Hosting. The Service is hosted by a third-party hosting services provider selected by Company (**Hosting Provider**), and accordingly the availability of the Service shall be in accordance with the Hosting Provider's then-current uptime commitments.

## 5. Subscription Fees.

- 5.1 **Fees.** In consideration for the Services, Customer shall pay Company the Subscription fees specified in the Order Form (the "**Fees**").
- 5.2 Unless expressly stated otherwise in the Order Form: (i) all Fees are stated, and are to be paid, in U.S. Dollars; (ii) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; (iii) Fees for the entire Subscription Term set out in the applicable Order Form are due at the commencement of such Subscription Term and payable as described in the Order ; (iii) the Fees shall be paid within thirty (30) days of the date of the invoice; and (iv) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of (i) the rate of one and a half percent (1.5%) per month (18% per annum); or (ii) such lower rate which is the highest amount permitted by applicable law.
- 5.3 Company reserves right to suspend provision of Service for: (i) non or late payment; (ii) if Company deems such suspension necessary as a result of Customer's breach under Section 6 (Subscription Restrictions); (iii) if Company reasonably determines that the suspension is necessary to avoid material harm to Company or its other customers, including if the Service's cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company's control; or (iv) as required by law or at the request of governmental entities.
- 5.4 **Taxes.** Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, value added, and other direct or indirect taxes, charges, levies and duties. Customer shall bear all value added, state, local, withholding, and other taxes or other charges applicable to the Services.
- 5.5 If Customer purchased the Subscription via a Partner, the Subscription is subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner. All payments shall be made by the Customer directly to the Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Company specifies otherwise, Company will refund any applicable fees to the Partner, and the Partner alone will be responsible for refunding the appropriate amounts to Customer.

6. **Subscription Restrictions.** Except as expressly permitted under this Agreement, Customer shall not and shall not allow any User to: (i) copy, "frame" or "mirror" the Service; (ii) sell, assign, transfer, lease, rent, license or sublicense, or otherwise distribute or make available the Service or any part thereof to any third party ; (iii) publicly perform, display or communicate the Service; (iv) modify, alter, adapt, arrange, or translate the Service; (v) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code

or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (v) remove, alter, or conceal any proprietary rights notices displayed on or related to the Service; (vi) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the Service; (vii) make derivative works of the Service, or use it to develop any service or product that is the same as (or substantially similar to) it; (viii) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; or (ix) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure; (x) use the Platform in a manner that violates or infringes any rights of any third party .

## 7. Customer Data.

- 7.1 As between the parties, Customer owns and retains all right, title and interest (including all intellectual property rights) in and to any data or information that originates, resides in, or is otherwise processed through Customer's systems and processed by Dazz in the provision of the Services ("**Customer Data**"). Customer has exclusive control and responsibility for determining what Customer Data it and its permitted Users submit into the Service and for obtaining all necessary rights, consents, and permissions for submission of Customer Data and processing instructions to Dazz. To the extent the Customer Data includes any personally identifiable information, Customer confirms that it has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable privacy laws. Customer hereby grants to Dazz a non-exclusive, worldwide, royalty-free, non-transferable right to use Customer Data to provide the Services and perform its obligations under this Agreement.
- 7.2 If the Customer Data contains personally identifiable information, to the extent applicable, the Parties shall comply with Company's Data Processing Agreement ("**DPA**") available at <https://www.dazz.io/legal/data-processing-agreement> .
- 7.3 Customer acknowledges and agrees that Dazz may collect and process information regarding the configuration, performance, security, access to and use of the Services by Customer for its internal business purposes including to develop, improve, support, secure and operate the Services and to fulfill legal obligations. Notwithstanding the foregoing, nothing in this Agreement shall restrict Dazz's use of data that has been anonymized and/or aggregated, provided that such data does not in any way identify and cannot

be reasonably associated with Customer, its Affiliates, Permitted Users, or any individuals connected to Customer or Customer Confidential Information.

8. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

9. **Intellectual Property Rights.** As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; and (b) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship; (c) any customer feedback, suggestions, or ideas for or about the Service whether verbally or in writing (collectively, "**Feedback**"). It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback or compensate the Customer for such use in any way.

Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the Features (without materially changing the Service's functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

10. **Confidentiality.** Each Party may have access to certain non-public information and materials of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, software, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section 10, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully known to the receiving party at the time of disclosure by the disclosing party; (b) was disclosed to the receiving party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the receiving party has become, generally available to the public; or (d) was independently developed by the receiving party without access to, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the

Confidential Information of the other Party except for performance of its obligations under this Agreement ("**Permitted Use**"). The receiving Party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who have signed a like-written confidentiality undertaking or; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that, if legally permissible, it promptly notifies the disclosing Party in writing of such required disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing Party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

## 11. Features and Services

11.1 **Evaluations.** If Customer is using the Services for a free trial, proof of concept, evaluation, or other similar purpose ("**Evaluation**"), such Evaluation is granted for a limited period of thirty (30) days unless Company agrees to an extension in writing. Use of the Service during such Evaluation period shall be solely for the purpose of evaluating and testing the Services for Customer's internal use to determine whether to purchase a subscription. The Company may terminate Customer's access to and use of any Evaluation at any time. Evaluations are provided on an "as is" "where is" basis without guaranteed support levels, indemnification, or warranty of any kind, whether express, implied, statutory, or otherwise. Notwithstanding Section 13 (*Limitation of Liability*) or any other provision of this Agreement, the Company's maximum aggregate liability under any Evaluation shall be capped at one thousand dollars US (\$1,000 US).

11.2 **Third Party Components.** The Service may use or include third party open-source software, files, libraries, or components that may be distributed to Customer and are subject to third party open-source license terms. A list of such components will be provided upon request and may be updated from time to time by Company. If there is a conflict between any open-source license and the terms of this Agreement, then the open-source license terms shall prevail but solely in connection with the related third-party open source software. Company makes no warranty or indemnity hereunder with respect to any third-party open-source software.

11.3 **Customer Integrations.** Customer acknowledges that the Services may link to third party websites, applications or services that can be integrated with or connected to the **Services** ("**Third Party Integrations**"). To use such features, Customer must

either obtain access to the Third-Party Integrations via the third-party provider or authorize the Company to obtain access on Customer's behalf. If Customer uses such Third Party Integrations, it acknowledges and agrees that: (a) any link from the Service does not imply any Company endorsement of, or responsibility for, those Third Party Integrations and the use of such Third Party Integrations are subject to the terms and conditions of the Third Party Integration provider; (b) Customer may be required to grant the Company access to its Third Party Integration account and/or to grant the Third Party Integration provider access to its Company account; (c) Customer Data may be transferred between Dazz and the Third Party Integration provider as required for the interoperation with the Services; and (d) Dazz will use its best commercial efforts to support the Third-Party Integrations that are currently integrated with the Service however, Dazz does not guarantee the continued availability of such Third Party Integrations, and may cease supporting them without liability to Customer. To the maximum extent permitted by law but without derogating from Dazz's obligations under this Agreement, Dazz shall not bear and expressly disclaims all responsibility or liability of any kind relating to such Third-Party Integrations, including, without limitation, for any disclosure of, access to or other processing of Customer Data by Third Party Integration providers.

**11.4 Artificial Intelligence (AI) Features.** From time to time, Dazz may make available certain features that utilize artificial intelligence, machine learning, or similar technologies through the Service to process or analyze Customer Data, provide insights or recommendations or in order to automate certain actions (the "**AI Features**"). Customer's use of such AI Features is optional. If Customer elects to use AI Features, Customer Data will not be used to train or improve third-party AI models without Customer's prior written consent. Customer or its permitted Users may provide input, including Customer Data, for use with the AI Features ("**AI Input**") and receive output generated and returned by the AI Features based on the AI Input ("**AI Output**"). Other customers providing similar AI Input to the AI Features may receive the same or similar AI Output. Customer acknowledges that AI outputs are inherently probabilistic and may not always be accurate. The Customer agrees to use the outputs of the AI Features as supplementary information and not as definitive or sole guidance for critical decisions. Customer is therefore responsible for reviewing and validating any AI Output for its needs and technical environment before electing to use such AI Output. Customer agrees to comply with any applicable AI Feature restrictions described in the Documentation. **NOTWITHSTANDING ANYTHING HEREIN TO CONTRARY, DAZZ DOES NOT REPRESENT OR WARRANT THAT THE AI OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR**

FIT FOR A PARTICULAR PURPOSE.

**12. LIMITED WARRANTIES.** Company represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) failure of Customer's internet access or any public telecommunications network, or shortage of adequate power or maintenance of Customer's system effecting the Services; (iii) use of the Service other than in accordance with the provisions of this Agreement and any Documentation; or (iv) the combination of the Service with equipment or software not authorized or provided by Company.

**OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SERVICE WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 8 AND THIS SECTION 11.4, THE COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.**

### **13. LIMITATION OF LIABILITY.**

**13.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF, OR DAMAGE TO REVENUE, PROFITS, ANTICIPATED SAVINGS, BUSINESS OR GOODWILL NOR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES OF ANY KIND, EVEN IF MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED IN, CONTRACT, TORT, PRODUCT OR OTHER STRICT LIABILITY, TRADE PRACTICES OR OTHERWISE.**

13.2 EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO (I) PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT; OR (II) CUSTOMER'S VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS.

#### 14. Indemnification.

14.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Services, when used as permitted under this Agreement, infringes intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages awarded by court against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company's expense. Company will not be bound by any settlement that Customer enters into without Company's prior written consent.

14.2 If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate this the affected Order Form(s) upon written notice to Customer, and Customer shall be entitled to receive a pro-rated refund of any prepaid Subscription Fees under such Order Form(s) based on the remaining period of the corresponding Subscription Term(s).

14.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) Company's compliance with Customer's instructions or specification; or (ii) combination or use of the Services with equipment, devices or software not supplied by Company

14.4 This Section 14 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

#### 15. Term and Termination.

15.1 **Term.** This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect for the duration of the Initial Subscription Term or the initial subscription terms specified in the Order Form (as the case may be) (the "**Initial Subscription Term**"). In case Customer purchased the subscription directly from the Company, following such Initial Subscription Term, the Order Form shall automatically renew for successive Subscription Terms of equal length (each, a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless either Party notifies the other Party in writing of its intent not to renew the Order Form, not less than sixty (60) days prior to the expiration of the then-current Subscription Term.

15.2 **Termination for Breach.** Each Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within thirty (30) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days).

15.3 **Termination for Bankruptcy.** Each Party may terminate this Agreement upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (d) the other Party is liquidating, dissolving or ceasing normal business operations.

15.4 **Effect of Termination; Survival.** Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Services thereunder, and (c) Customer shall (as directed) permanently erase and/or return all Company Confidential Information in Customer's possession or control. Following termination, all outstanding Fees and other charges that accrued as of termination, will become immediately due and payable. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

16. **Miscellaneous.** This Agreement and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject

matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. This Agreement supersedes any terms or conditions (whether printed, hyperlinked, or otherwise) in any Customer's purchase order or other standardized business forms, which purport to supersede, modify or supplement this Agreement. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be revised only to the extent necessary to make it enforceable. Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Company may use the trademarks, service marks, trade names, service names, logos or other brand designations of Customer in any promotional material or other public announcement or disclosure to indicate that Customer is a customer of Company. Except as stated otherwise herein, this Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. The competent courts of New York shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms,

explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Customer contact information shall be the information used by the Customer to register to the Service. These terms may be amended by Dazz from time to time in its sole discretion.

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Updated: June, 2024 (current)