



Services Order Form

Contacts	
<u>Customer:</u> Company Name: Name/Title: Address: Phone: Email:	<u>Dirac:</u> Company Name: Dirac, Inc. Name/Title: Address: 350 5th Ave STE 4720, New York, New York 10118 Phone: (929) 493-4722 Email:
<u>Services:</u>  <i>Core Service:</i> Hosted platform that leverages/converts CAD files to generate a visual display beneficial for assembly purposes.  <i>Implementation Assistance:</i> Dirac will provide the following implementation assistance to Customer: Training (upon request)	
<u>Fees:</u>  <i>Core Fees:</i> Initial Term (and each Renewal Term, if any):  <i>Implementation Assistance Fees:</i>  All Fees shall be paid annually in advance.	
<u>Order Form Term:</u> The " <b>Order Form Term</b> " shall be the successive periods including (a) the Initial Term, and (b) each Renewal Term (if any).  The " <b>Initial Term</b> " shall commence on the Effective Date (defined below) and shall continue for twelve (12) months thereafter.  Following the Initial Term, this Order Form will automatically renew for successive <b>Renewal Terms</b> of twelve (12) months each, which shall automatically commence on the expiration of the Initial Term or then-current Renewal Term (if applicable), unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term (if applicable).  Pro-rated adjustments can be applied to any upgrades within 30 days of the Effective Date (defined below).	

<Signatures on the following page>



This Order Form ("**Order Form**") is entered into as of \_\_\_\_\_, 2025 (the "**Effective Date**") between Dirac, Inc. ("**Dirac**"), and the customer listed above ("**Customer**"). This Order Form together with any Order Forms previously or subsequently entered into by the parties, as well as Dirac's standard Enterprise Terms, which are set forth on the following page, constitute the "Agreement" between the Parties. The Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**Dirac:**

**Customer:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



PLEASE READ THESE ENTERPRISE TERMS (“**TERMS**”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY DIRAC, INC. (“**DIRAC**”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH DIRAC WHICH REFERENCE THESE TERMS (EACH, AN “**ORDER FORM**”), YOU (“**CUSTOMER**”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “**AGREEMENT**”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA DIRAC’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY DIRAC SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

### **1. Order Forms; Access to the Service**

Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to Customer’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Dirac grants Customer the right to access and use the services specified in each Order Form] (collectively, the “**Service**,” or “**Services**”) during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Dirac’s applicable official user documentation (the “**Documentation**”).

### **2. Implementation**

Upon payment of any applicable fees set forth in each Order Form, Dirac agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form (“**Implementation Assistance**”). If Dirac provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Dirac otherwise provides additional services beyond those agreed in an Order Form, Customer will pay Dirac at its then-current hourly rates for consultation.

### **3. Support; Service Levels**

Dirac will use commercially reasonable efforts to: (i) make the Service available to the Customer and (ii) provide standard support to the Customer.

### **4. Service Updates**

From time to time, Dirac may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge (“**Updates**”), and such Updates will become part of the Services and subject to this Agreement; provided that Dirac shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Dirac may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that Dirac shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes.

### **5. Ownership; Restrictions; Feedback**

As between the parties, Dirac retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights

related thereto or created, used, or provided by Dirac for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the “**Services**” and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may from time to time provide suggestions, comments or other feedback to Dirac with respect to the Service (“**Feedback**”). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Dirac notwithstanding anything else. Customer shall, and hereby does, grant to Dirac a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Dirac’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

### **6. Fees; Payment**

Customer shall pay Dirac fees for the Service as set forth in each Order Form (“**Fees**”). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on Dirac’s net income). All Fees paid are non-refundable and are not subject to set-off.

### **7. Restrictions**

Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the



Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Dirac product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Dirac may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (i) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (ii) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

## 8. Confidentiality

Each party agrees that all code, inventions, algorithms, know-how and ideas and all other business, personally-identifiable patient and technical information obtained from the other is the confidential property of the disclosing party ("**Confidential Information**" of the disclosing party). Except as allowed herein, during the term of this Agreement and after any termination hereof, the receiving party will hold in confidence and not use or disclose any Confidential Information of the disclosing party and shall similarly bind its employees and independent contractors in writing. Confidential Information shall not include information the receiving party can document: (i) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; (ii) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (iii) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (iv) was independently developed by employees or consultants of the receiving party without use of or reference to the Confidential Information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. Upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to the disclosing party or destroyed, and the receiving party will make no further use of such materials. Money damages will not be an adequate remedy if this Section 3 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an

injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

## 9. Customer Data

For purposes of this Agreement, "**Customer Data**" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Dirac, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Dirac shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Dirac may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for Dirac's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Dirac's products and services). "**Aggregated Anonymous Data**" means data submitted to, collected by, or generated by Dirac in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

## 10. Term; Termination

This Agreement shall commence upon the Effective Date set forth in the initial Order Form executed by the Parties, and, unless earlier terminated in accordance herewith, shall continue until the final expiration or termination of all Order Forms associated with this Agreement. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Dirac may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Dirac's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Dirac shall use reasonable good faith efforts to work



with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Dirac shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Dirac shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### **11. Indemnification**

Each party ("**Indemnitor**") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "**Indemnitee**") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("**Losses**"), that arise from or relate to any claim that (i) the Customer Data or Customer's use of the Service (in the case of Customer as Indemnitor), or (ii) the Service (in the case of Dirac as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Dirac do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Dirac (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Dirac, (iv) combined with other products, processes or materials not provided by Dirac (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

#### **12. Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT

WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

#### **13. Limitation of Liability**

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO Dirac HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

#### **14. Publicity**

Notwithstanding anything to the contrary in this Agreement, Dirac may reference Customer and use Customer's trademark, logo or trade name in its marketing and promotional materials, including but not limited to the Dirac website, solely for the purposes of identifying Customer as a Dirac customer. Further, Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by Dirac.

#### **15. Miscellaneous**

This Agreement represents the entire agreement between Customer and Dirac with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Dirac with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in New York, New York. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form.



Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, this Agreement may be amended only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and

obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Dirac may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.