

MASTER SUBSCRIPTION SERVICES AGREEMENT FOR AWS MARKETPLACE

This Master Subscription Services Agreement (“**Agreement**”) sets forth the terms and conditions applicable to the Services (defined below) provided by **AiDash Inc.**, a Delaware Corporation with offices located at 3031, Tisch Way, Ste 110 Plaza West, San Jose, CA 95128 (“**AiDash**”) and the Party subscribing to the license (“**Customer**”). AiDash and Customer shall herein be referred to each as a “**Party**” and collectively as the “**Parties**”. The offer of the Subscription Service as a Standard Contract Listing on the AWS Marketplace, and Customer’s purchase of the corresponding Subscription (defined below) on the AWS Marketplace, constitutes each Party’s respective acceptance of this Agreement and their entry into this Agreement. The “**Agreement**” includes the Standard Contract Listing.

AiDash and the Customer shall each be referred to as a “**Party**” and collectively as the “**Parties**”.

This Agreement governs the terms and conditions upon which the Customer has agreed to engage AiDash to provide the Services from time to time pursuant to an Order Form. Each Order Form will be subject to and governed by this Agreement.

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS**

1.1 **Admin Users** mean any employee of the Customer or its Affiliates and/or any independent contractor of the Customer or its Affiliates that have been provided with permission by AiDash and/or the Customer to access to the Subscription Service in order to manage User credentials.

1.2 **Affiliates** means any company, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition “control” means the direct possession of a majority of the outstanding voting shares of an entity.

1.3 **AiDash Data** means all Data made available by AiDash to the Customer in connection with the Customer’s use of the Services. AiDash Data does not, however, include Customer Data.

1.4 **AWS Marketplace** means the software marketplace operated by Amazon Web Services, Inc. (“**AWS**”) located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

1.5 **Confidential Information** has the meaning given to it in Section 4.1.

1.6 **Data** means text, images, documents, materials, photos, audio, video, and all other forms of data or communication.

1.7 **Customer Data** means all Data made available by the Customer or its Users to AiDash or otherwise provided by the Customer or its Users in connection with the provision of the Services. For the avoidance of doubt, Customer Data does not include any data acquired by AiDash from third party sources. For example, third party data such as satellite data acquired by AiDash from satellite data providers, weather data acquired by AiDash from third party weather data service providers etc. are not Customer Data.

1.8 **Documentation** means the documentation for the Subscription Service provided by AiDash to assist in the use of the Subscription Service by the Customer.

1.9 **License Term** means the length of the Subscription during which Customer shall be entitled to use the Software and Documentation as specified on the applicable Standard Contract Listing.

1.10 **Licensed Materials** means the Subscription Service, Documentation, Work Product and any other items, materials or deliverables that AiDash provides under this Agreement.

1.11 **Losses** has the meaning given to it in Section 9.1.

1.12 **Non-Admin Users** mean any employee of the Customer or its Affiliates and/or independent contractor of the Customer or its Affiliates that have been provided with permission by AiDash and/or the Customer to use the Services and who access the Services through the AiDash App.

1.13 **Order Form** means the Standard Contract Listing.

1.14 **Professional Services** means consulting and/or custom services to be provided by AiDash. All Professional Services will be set out and described in an Order Form.

1.15 **Services** means the Subscription Service and any Professional Services provided by AiDash.

1.16 **Standard Contract Listing** means an offer by AiDash, as set forth in the detail page on the AWS Marketplace, to provide a subscription to the Subscription Services for a specific use capacity and provide Professional Services subject to this Agreement, including AiDash’s policies and procedures referenced or incorporated in the detail page. The Standard Contract Listing shall reference this Agreement, identify the specific Services provided to the Customer by AiDash, sets out the prices for the Services and contains any other applicable terms and conditions.

1.17 **Subscription** means a subscription ordered by Customer in the AWS Marketplace and fulfilled by AiDash for the licensing and provision of the Subscription Service (and any other Licensed Materials) listed in a Standard Contract Listing.

1.18 **Subscription Service** means AiDash’s proprietary subscription-based satellite and AI-powered operations and maintenance software solutions all as more fully set out and described on the applicable Order Form.

1.19 **Users** means Admin Users and Non-Admin Users.

1.20 **Work Product** means any deliverables, content, reports, analyses or documentation developed by AiDash on behalf of the Customer and delivered to the Customer in the performance of any Professional Services.

2. SERVICES

2.1 **Services.** AiDash shall provide the Customer with the specific Services specified on an Order Form. Any conflict between the terms and conditions set forth in this Agreement and any Order Form shall be resolved in favor of this Agreement unless an Order Form makes specific reference to the section of this Agreement that is to be amended in the Order Form. Any exceptions expressly agreed upon in writing by the Parties pursuant to a particular Order Form will apply only for purposes of that Order Form, and will not be deemed to in any way amend, modify, cancel, or waive the provisions of this Agreement for any other Order Form. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by AiDash regarding future functionality or features.

2.2 **License Grant.** Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set out on the applicable Order Form, AiDash hereby grants to the Customer, solely during the term of the applicable Order Form, a non-exclusive, non-transferable (except as set out in Section 10.2) license to access and use the Subscription Service solely for the Customer's internal business purposes. This license is restricted to use by the Customer and its authorized Users and does not include the right to use the Subscription Service on behalf of any third party unless otherwise stated on the Order Form in relation to Affiliates. The Customer agrees: (a) that only Users are permitted to use the Subscription Service; (b) that it is responsible for Users' actions or failures to act in connection with activities contemplated under this Agreement and (c) to otherwise take all commercially reasonable steps to protect the Subscription Service from unauthorized use and/or access.

2.3 **Licensed Volume.** The Customer acknowledges that access and use of the Subscription Service is licensed to the Customer for use up to the number of applicable images uploaded, mileage covered or other metric purchased by the Customer and set out on the applicable Order Form (the "**Volume Limitations**"). In the event that the Subscription Service is used in excess of the Volume Limitations then the Customer shall be obligated to pay AiDash for the number of applicable licenses, in excess of such Volume Limitations at the rates set forth in the Order Form..

2.4 **Affiliates Not Under Direct Order Form.** Subject to the terms of the Order Form, the Customer may make the Subscription Service available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate and that the Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates. Any license restrictions set out on an Order Form shall be deemed to apply to both the Customer and its Affiliates. By way of example, if an Order Form limits use of the Subscription Service to twenty (20) Users, then the use by the Customer and its Affiliates, when aggregated together, shall not exceed a total of twenty (20) Users. Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates – except where the Affiliate has entered into its own Order Form with AiDash for the Services pursuant to Section 2.5.

2.5 **Affiliates Under Direct Order Form.** In addition to Section 2.4, Customer's Affiliates may acquire Services subject to the terms and conditions of this Agreement by entering into its own Order Forms. Each Order Form entered into by an Affiliate hereunder shall incorporate the terms of this Agreement by reference. Each Affiliate entering into an Order Form shall be solely responsible for its obligations pursuant to such Order Form as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement as if it was the named party instead of Customer. Customer shall have no obligations or liabilities as to such Order Form entered into by its Affiliate and AiDash shall look solely to the Affiliate executing such Order Form.

3. FEES; PAYMENT TERMS

3.1 **Fees.** Customer agrees to pay for Services provided and expenses incurred in accordance with and at the rates specified in each Order Form. In addition to paying the applicable fees, Customer shall also pay all reasonable travel and out-of-pocket expenses incurred by AiDash in connection with any Services rendered provided that Customer has pre-approved of such travel and expenses in writing in advance.

3.2 **Taxes.** Fees are exclusive of taxes. The Customer shall be responsible for the payment of all sales, use and similar taxes arising from or relating to the Services rendered hereunder ("Taxes"), except for taxes related to the net income of AiDash and any taxes or obligations imposed upon AiDash under federal, state and local wage laws. AiDash may charge, and Customer will pay, where applicable, such Taxes. Where required by local legislation, Amazon Web Services, Inc. may charge for Taxes in its own name for Subscriptions made by Customers on the AWS Marketplace, and Customer will pay such Taxes. Customer will receive a compliant tax invoice, where required. Upon request, Customer will provide such information to AiDash or Amazon Web Services, Inc. as reasonably required to determine whether either is obligated to collect Taxes from Customer.

4. CONFIDENTIALITY

4.1 **Confidential Information.** During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("**Confidential Information**"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The Customer Data shall be deemed Customer's Confidential Information. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "**Representatives**") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be

used. The Parties expressly agree that the terms and pricing of this Agreement are Confidential Information and the Customer further agrees that neither it or any of its Users shall not publicly post any analysis or reviews of the Services without AiDash's prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

4.2 **Exclusions.** Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3 **Injunctive Relief.** Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

5. WARRANTIES

5.1 **Availability.** AiDash will undertake commercially reasonable efforts to make the Subscription Service available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, AiDash reserves the right to suspend Customer's access to the Subscription Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to AiDash (beyond any applicable notice and cure period), (iii) if Customer's use of the Subscription Service results in (or is reasonably likely to result in) damage to or material degradation of the Subscription Service that could interfere with AiDash's ability to provide access to the Subscription Service to other users, or (iv) if AiDash receives an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body, that expressly or by reasonable implication requires AiDash to suspend or terminate Customer and/or any authorized User's access to the Subscription Service.

5.2 **Subscription Service Warranty.** AiDash warrants that during the term of any Order Form for the Subscription Service, the Subscription Service will conform, in all material respects, with the Documentation. AiDash does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. AiDash makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, AiDash will, at no additional cost to the Customer, provide remedial services necessary to enable the Subscription Service to conform to the warranty. The Customer will provide AiDash with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Service has been utilized by the Customer and its Users in accordance with the Order Form and this Agreement.

5.3 **Professional Services Warranty.** AiDash warrants that any Professional Services provided hereunder shall be provided in a competent manner and in accordance with any specifications set out in the Order Form in all material respects. AiDash further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set out in the applicable Order Form. If the Services are not performed as warranted or the Work Product does not so comply, then, upon the Customer's written request, AiDash shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be.

5.4 **Data Security.** AiDash agrees to use appropriate safeguards and comply with all applicable data protection laws, to prevent use or disclosure of the Customer Data other than as provided for by this Agreement. AiDash agrees to implement industry standard physical safeguards, technical safeguards and policy, procedure and documentation requirements that reasonably and appropriately protect the confidentiality, integrity and availability of the Customer Data.

5.5 **Warranty Exclusions.** AiDash will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Licensed Materials by Customer in violation of this Agreement or applicable law; (b) unauthorized modifications to the Licensed Materials made by Customer, its Users or its personnel; (c) use of the Licensed Materials in combination with third-party equipment or software not provided or made accessible by AiDash or contemplated by the Standard Contract Listing or Documentation; or (d) use by Customer of Licensed Materials in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Customer.

5.6 **Power and Authority.** Each Party represents and warrants that it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized.

5.7 **No Other Warranty.** AIDASH DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 5 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY AIDASH. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

6. LIMITATION OF LIABILITY.

6.1 **Limitation.** Except for a Party's gross negligence or willful misconduct neither Party will be liable to the other or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages. To the fullest extent permitted by applicable law, the total cumulative liability of AiDash to Customer for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the Services fees paid by Customer to AiDash under the Order Form for the Services which form the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the Parties. The pricing set forth in each Order Form reflects this allocation of risk and the limitation of liability specified herein.

7. TERM

7.1 **Term.** This Agreement will commence on the Effective Date and will continue until the end of the License Term, unless terminated earlier by either party as provided by this Agreement.

7.2 **Termination.** Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Form (i) immediately in the event of a material breach of this Agreement or any such Order Form by the other Party that is not cured within thirty (30) days of written notice from the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination or expiration of any Order Form will not terminate or modify any other Order Form. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form.

7.3 **Effect of Termination.** Upon any termination or expiration of this Agreement or any applicable Order Form, AiDash shall no longer provide the applicable Licensed Materials or Services to the Customer and the Customer shall promptly cease and cause its Users to promptly cease using the Services and Licensed Materials. The Customer shall pay all fees that had accrued prior to the termination date. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Upon termination of this Agreement, each party shall promptly return or destroy all Confidential Information of the other party in its possession.

8. OWNERSHIP; USE OF DATA; OBLIGATIONS

8.1 **Subscription Service.** The Customer acknowledges and agrees that as between AiDash and the Customer, all right, title and interest in and to the Licensed Materials, the Subscription Service (but excluding any Customer Data) and including all modifications and configurations, all AiDash Data and all of AiDash's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to the Customer by AiDash in providing the Subscription Service and all derivatives thereof are and shall remain AiDash's or its licensors'. The AiDash name, all AiDash logos, and the product names associated with the Subscription Service are trademarks of AiDash or third parties, and no right or license is granted to use them. The Customer and its Users shall not remove any AiDash trademark or logo from the Subscription Service. During the term of this Agreement, AiDash grants to the Customer a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 10.2), royalty-free right to use, display, transmit, and distribute the AiDash Data solely in connection with the Customer's permitted use of the Subscription Service. AiDash shall have the right to collect, use and distribute aggregated information, analysis, statistics, related benchmarking algorithms and other data generated by the Subscription Service (or derived from the Customer's use of the Subscription Service) provided, however, that AiDash shall not disclose any such data unless such data is in an aggregated, anonymized form that would not permit a third party to identify the data as associated with the Customer or any of its Users.

8.2 **Customer Data.** The Customer retains ownership of all right, title and interest in and to all Customer Data. During the term of this Agreement, the Customer hereby grants to AiDash a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 10.2), royalty-free right to use, copy, display, transmit, and distribute the Customer Data solely as necessary to provide the Subscription Service and the Licensed Materials to the Customer.

8.3 **Customer Obligations.** The Customer is responsible for all activities conducted under its User logins and for its Users' use of the Services and compliance with this Agreement. Unauthorized use, resale or commercial exploitation of the Subscription Service in any way is expressly prohibited. Without AiDash's express prior written consent in each instance, the Customer and its Users shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Service or access the Subscription Service in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Service. Except as expressly permitted in this Agreement, the Customer shall not use the Subscription Service on behalf of any third-party or allow any third party to use the Subscription Services. The Customer shall be liable for the use of the Services and any breach of this Agreement by any of its Users. In addition to AiDash's other remedies hereunder, AiDash reserves the right upon notice to the Customer to terminate any User's right to access the Subscription Service if such User has violated any of the restrictions contained in this Agreement. The Customer is solely responsible for all Customer Data. AiDash does not guarantee the accuracy, integrity or quality of the Customer Data.

8.4 **Work Product.** The parties agree that unless otherwise expressly set forth in an Order Form, Customer will have a non-exclusive, non-transferable (except as set forth in Section 10.2) license to use any Work Product developed by AiDash in the performance of any Professional Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely for Customer's internal use in connection with its use of the Subscription Service. AiDash retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by AiDash in the performance of this Agreement.

9. INDEMNITY

9.1 **AiDash Indemnification.** Subject to Section 9.3 below, AiDash will indemnify, defend and hold the Customer and its Affiliates harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable legal fees) (collectively, “Losses”) incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against the Customer or any of its Affiliates alleging that the use of the Services or Work Product as permitted hereunder infringes any patent, copyright, trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services or Work Product in violation of this Agreement or applicable law, (b) use of the Services or Work Product after AiDash notifies the Customer to discontinue use because of an infringement claim, (c) any claim relating to any Customer Data, (d) modifications to the Services or Work Product made other than by AiDash (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Services or Work Product with materials, software or equipment which was not provided by AiDash, to the extent that the Customer’s liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by AiDash with the Customer’s custom requirements or specifications if and to the extent such compliance with the Customer’s custom requirements or specifications resulted in the infringement. If the Services are held to infringe, AiDash will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect the Customer against such claim without cost to the Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Order Form and refund to the Customer any prepaid unused fees paid to AiDash for the infringing Services. The rights and remedies granted the Customer under this Section 9.1 state AiDash’s entire liability, and the Customer’s exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statute, common law or otherwise.

9.2 **Customer Indemnity.** Subject to Section 9.3 below, the Customer shall indemnify, defend, and hold AiDash and its Affiliates harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against AiDash or any of its Affiliates that arises out of or results from a claim (i) arising out of the Customer Data ((ii) arising out of the Customer’s breach of Sections 8.3 above or violation of any applicable law or regulations or (iii) arising from or attributable to any property damage, bodily injury or death resulting from the use of the Services unless caused by the gross negligence or willful misconduct of AiDash.

9.3 **Indemnification Procedure.** The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party’s obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party’s prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party’s cost).

10. GENERAL

10.1 **Entire Agreement.** This Agreement, including all Annexes attached to this Agreement and all Order Forms, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating to this Agreement and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Order Form and that are duly signed by the authorized representatives of both Parties may amend this Agreement or such Order Form. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by the Customer shall be of no force or effect, even if the purchase order is accepted by AiDash. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder.

10.2 **Assignment.** This Agreement shall be binding upon and for the benefit of AiDash, the Customer and their permitted successors and assigns. Neither Party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void; provided that either Party may assign this Agreement, without consent, as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets by providing written notice to the other Party. AiDash may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that AiDash shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their fees.

10.3 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law provisions. The federal and state courts sitting in the State of Delaware will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction.

10.4 **Headings.** The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

10.5 **Relationship of the Parties.** AiDash and the Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party’s name or on its behalf.

10.6 **Force Majeure.** Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party.

10.7 Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt to the address of the Party set forth on the applicable Order Form or (iii) by email to the email address set forth on the applicable Order Form provided receipt of such email is confirmed. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Either Party may change its address by giving written notice of such change to the other Party.

10.8 Modifications to Subscription Service. AiDash may make modifications to the Subscription Service or particular components of the Subscription Service from time to time provided that such modifications do not materially degrade any functionality or features of the Subscription Service.

10.9 Publicity. The Customer hereby grants AiDash a non-exclusive license during the term of this Agreement to list the Customer's name and display the Customer's logo in the customer section of AiDash's website and to use the Customer's name and logo in AiDash's customer lists but only to the extent that other customers of AiDash are also listed on such list. Any other use by AiDash of the Customer's name, logo or trademark requires the Customer's prior written consent.

10.10 No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

10.11 Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

10.12 Export; Government Restricted Rights. Customer acknowledges that the export of any Licensed Materials is subject to export or import control and Customer agrees that any Licensed Materials or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. Customer will comply with all applicable customs and export control laws and regulations of the United States and/or such other country where Customer or its Users use the Licensed Materials or Services. Customer certifies that it and its Users are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Customer will not export, re-export, ship, or otherwise transfer the Licensed Materials or Services to any country subject to an embargo or other sanction by the United States. The software and the Documentation have been developed at private expense and are sold commercially. They are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. As defined in FARS §2.101, the Software and Documentation are "commercial items" and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or disclosure of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

