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Terms and Conditions

These Software-as-a-Service Terms and Conditions (the “Terms”) are entered into by and between Dapt Tech, Inc. (“Provider”) and the organization or individual (“Customer”) that has subscribed to licenses to access and use any software-as-a-service (“SaaS”) product provided by Provider (“Dapt Software”). These Terms are effective on the date on which Customer executes a purchase order or order form referencing these Terms (each, an “Order Form”).

1. Scope of License; Restrictions

1.1 Access; License

Subject to these Terms and the applicable Order Form, Provider grants Customer a non-exclusive, revocable, non-sublicensable, non-transferable right to:

(a) access and use the Dapt Software; and (b) use any documentation or other information provided by Provider with respect to the Dapt Software (“Documentation”), during the Term indicated on the Order Form by authorized individuals on Customer’s behalf (“End Users”).

1.2 End Users

Customer is responsible and liable for all uses of the Dapt Software and Documentation resulting from access provided by Customer, whether permitted or not. Customer is responsible for all acts and omissions of its End Users that would constitute a breach of these Terms. Customer shall make all End Users aware of these Terms and ensure they comply.

1.3 Credentials

Each End User shall register to receive login credentials. Customer shall ensure credentials are used only by the intended End User and notify Provider when access should be terminated. Customer is responsible for the security and use of login credentials.

1.4 Equipment

Customer is responsible for obtaining and maintaining any equipment needed to connect to or use the Dapt Software, including hardware, software, networking, and related services. Customer is responsible for the security of its equipment.

1.5 Use Restrictions

Customer and its End Users shall not:

- decompile, reverse engineer, or attempt to discover source code;
- modify or create derivative works of the Dapt Software;
- sell, distribute, sublicense, lease, or grant rights to third parties;
- remove or modify proprietary rights notices;
- attempt unauthorized access to the Dapt Software or systems;
- use the Dapt Software in a way that interferes with performance;
- develop competing products using Dapt Software features; or
- otherwise use the Dapt Software in a manner not contemplated by these Terms or Documentation.

1.6 Suspension

Provider may temporarily suspend access if:

- there is a threat or attack on the Dapt Software;
- use disrupts security or performance;
- Customer or End Users are using the Dapt Software for illegal activities;

- Customer or End Users breach these Terms;
- Provider's access to third-party services is suspended; or
- Customer fails to pay Fees in a timely manner (see Section 3).

Except as otherwise provided in these Terms, Provider will use commercially reasonable efforts to provide written notice of suspension and resume access once the issue is resolved.

1.7 Right to Modify or Discontinue

Provider may add or modify features at its discretion. Provider will provide 90 days' written notice before discontinuing any material feature or functionality.

2. Availability; Support

Provider will use commercially reasonable efforts to make the Dapt Software available and provide support services in accordance with Exhibit A.

3. Payment

3.1 Fees

Customer shall pay all fees set forth in the applicable Order Form ("Fees"), exclusive of taxes. Customer is responsible for all applicable taxes, duties, and charges, excluding taxes on Provider's income.

3.2 Payment Terms

Unless otherwise stated, Customer shall pay all Fees within 30 days of invoice. Late payments will accrue interest on past due amounts at 1.5% per month or the maximum permitted by law, whichever is lower. Customer agrees to reimburse Provider for reasonable costs associated with collecting delinquent payments.

3.3 Suspension for Non-Payment

If any required payment remains unpaid for more than forty-five (45) days after its due date, Provider reserves the right to suspend Customer's access to the Dapt Software until all past due amounts have been paid in full. Provider will provide Customer with at least five (5) days' prior written notice of such suspension, delivered to the email address(es) on record for Customer, before access is suspended. Suspension under this Section does not relieve Customer of its obligation to pay outstanding Fees and applicable interest.

3.4 Renewal Pricing

Upon each automatic renewal of an Order Form under Section 4.1, Provider may increase the Fees by up to seven percent (7%) of the Fees then in effect for the renewing Order Form. Such increase applies automatically to the renewal term and does not require prior notice to Customer. Increases exceeding seven percent (7%) require Customer's prior written consent.

4. Term and Termination

4.1 Term

These Terms commence on the Effective Date and continue until all Order Forms expire or are terminated. Unless otherwise set forth, each Order Form has an initial term of one year and automatically renews for additional one-year periods unless written notice of non-renewal is given at least 60 days before the end of the then-current term.

4.2 Termination for Breach

Either party may terminate the Terms or any active Order Form upon written notice if the other party breaches and fails to cure within 30 days after notice. Either party may terminate immediately if the other becomes insolvent or bankrupt.

4.3 Effect of Termination

Upon expiration or termination, Customer shall immediately discontinue use of the Dapt Software.

5. Representations and Warranties

5.1 Mutual Representations

Each party represents that it is duly organized and has full authority to enter into and perform under these Terms.

5.2 Limited Software Warranty

Provider does not warrant that the Dapt Software will be error-free or meet Customer's requirements. Provider warrants that the Software, when used per these Terms, will function substantially in accordance with the current version of the Documentation. This warranty does not apply to unauthorized modification or usage in violation of these Terms.

If Provider cannot correct a warranty defect within a reasonable time, Customer's sole remedy is a refund of prepaid fees for the affected Software.

5.3 Third-Party Materials

The Dapt Software may include third-party materials, which are not covered by the warranties in this section. Provider makes no representations or warranties regarding third-party materials.

5.4 Disclaimer of Warranties

The Dapt Software and services are provided "AS IS" and "AS AVAILABLE." Provider disclaims all warranties, including implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness, or that the Software will meet Customer's

requirements or operate without interruption.

6. Intellectual Property

6.1 Provider Intellectual Property

Provider and its licensors retain all intellectual property rights in the Dapt Software, Documentation, and components. These Terms do not transfer any intellectual property rights to Customer.

6.2 Prohibited Acts

Customer shall not interfere with Provider's intellectual property rights, challenge ownership, or remove proprietary notices.

6.3 Feedback

Customer and End Users may provide feedback. By providing feedback, Customer assigns all rights, title, and interest in the feedback to Provider.

7. Data

7.1 Customer Data

Customer remains the sole owner of all information and data provided to Provider ("Customer Data"). Customer grants Provider the right to host, use, process, display, and transmit Customer Data to provide the Dapt Software.

Customer is responsible for the accuracy, quality, legality, and appropriateness of Customer Data.

7.2 De-Identified Data

Customer grants Provider a license to use Customer Data to create De-Identified Data for purposes of providing the Software and improving or developing new features. De-Identified Data will not identify Customer or its End Users and may be used for any lawful purpose.

7.3 Information Security

Provider uses commercially reasonable industry standard security technologies and organizational measures to protect Customer Data from unauthorized access or disclosure.

7.4 Data Retention and Archival

Upon termination, Provider will archive Customer Data for one (1) year unless a longer period is required by law. During this period, Customer may request retrieval of archived data. After the retention period or upon written request, Provider will permanently delete Customer Data, subject to legal requirements.

Provider may retain minimal system logs, backups, or anonymized information for security, audit, or compliance purposes.

8. Indemnification

8.1 Indemnification by Provider

Provider will indemnify Customer for third-party claims that the Dapt Software infringes intellectual property rights, subject to limitations.

8.2 Indemnification by Customer

Customer will indemnify Provider for claims arising from Customer Data infringing third-party rights, breach of these Terms, or misuse of the Software.

9. Limitation of Liability

To the maximum extent permitted by law, neither party will be liable for indirect, incidental, consequential, special, or punitive damages. Except for payment obligations, intellectual property misuse, indemnity obligations, and confidentiality breaches, each party's liability will not exceed fees paid to Provider in the twelve (12) months preceding the event giving rise to the claim.

10. Confidentiality

10.1 Definition

"Confidential Information" includes non-public information that should reasonably be understood as confidential.

10.2 Confidentiality Obligations

Each party shall protect the other's Confidential Information and only use it for purposes contemplated by these Terms.

10.3 Permitted Disclosures

Either party may disclose Confidential Information if required by law or regulation, with notice to the other party where permitted.

10.4 Remedies

A breach of confidentiality may cause irreparable harm, and the injured party may seek injunctive relief in addition to other remedies.

11. Miscellaneous

11.1 Modifications

Provider may revise these Terms by posting the modified version on its website. Continued use indicates acceptance of updated Terms.

11.2 Force Majeure

Provider is not responsible for failures due to events beyond its reasonable control, such as outages, natural disasters, or epidemics.

11.3 Governing Law

These Terms are governed by the laws of the State of Maryland, and disputes must be brought in Maryland courts.

11.4 Assignment

Customer may not assign these Terms without Provider's consent.

11.5 Waiver; Severability

Failure to enforce a provision does not waive rights to enforce it later. If any provision is invalid, the remainder remains in effect.

11.6 Publicity

Customer shall not release publicity about these Terms without Provider's consent. Provider may list Customer as a customer with consent.

11.7 Notice

Notices to Customer will be deemed given when delivered by email to the email address(es) registered for Customer on the Dapt Software, or by certified mail or overnight courier to the address in the Order Form.

Notices to Provider will be deemed given when sent by email to support@dapt.tech and acknowledged by Provider, or when delivered by certified mail or overnight courier to Provider's address in the Order Form. An auto-generated support ticket or out-of-office reply does not constitute acknowledgment.

11.8 Survival

Provisions intended to survive termination, including data, liability, and confidentiality sections, remain in effect.

11.9 Entire Agreement

These Terms and the applicable Order Form constitute the entire agreement between the parties.

Exhibit A — Service Levels and Support

1. Service Levels

Provider will use commercially reasonable efforts to make the Dapt Software available at least 99.5% of the time each calendar month, excluding exceptions.

2. Exceptions

Exceptions include failures due to Customer's actions, internet connectivity, force majeure, scheduled or emergency maintenance, and third-party outages.

3. Scheduled and Emergency Maintenance

Provider will use reasonable efforts to notify Customer of scheduled and emergency maintenance.

4. Software Updates

Provider will provide updates, upgrades, releases, or other adaptations at no additional charge to similarly situated customers.

5. Technical Support

Provider will provide technical support Monday through Friday during general business hours. Documentation and instructions for initiating support requests are available on Provider's website.

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