

Digi Dash Master Service Agreement

This Digi Dash Master Service Agreement (“**MSA**”) between Customer and Digi Dash governs the provision of the Digi Dash Services and Resources to which Customer has subscribed pursuant to an Order Form signed by Customer referencing this MSA. This MSA, including any appendices or annexes hereto, together with the Order Form(s) and any appendices or annexes thereto, shall be collectively referred to as the “**Agreement**”. In the event of any inconsistency or conflict between the terms of this MSA and the terms of any Order Form, the terms of the Order Form shall control. If Customer obtains access to products or services from one of Digi Dash’s group companies under Customer’s Agreement with Digi Dash, Customer’s use of such services or products are governed by the applicable group company’s terms and conditions.

Definitions

“**Acceptable Use Policy**” means Digi Dash’s acceptable use policy available at www.playdigidash.io/legal/acceptable-use-policy

“**Administrator**” means a Customer-designated User who administers the Services on behalf of Customer to Users.

“**Anti-Corruption Laws**” means anti-corruption and anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act (FCPA), the Florida Anti-Bribery Statute, the United Kingdom Bribery Act 2010 (UKBA), and other applicable federal, state, and international laws and regulations governing anti-corruption and bribery in the jurisdictions where Digi Dash conducts business.

“**Confidential Information**” means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, the terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party’s Confidential Information.

“**Controller**” shall have the meaning provided to such term pursuant to the Data Protection Law.

“**Customer**” or “**You**” means the entity purchasing the Digi Dash Services and Resources pursuant to an Order Form referencing this MSA.

“**Customer Personal Data**” means all Personal Data which Digi Dash processes on behalf of the Customer.

“**Data Processing Agreement**” or “**DPA**” means Digi Dash’s standard Data Processing Agreement available www.playdigidash.io/legal/data-processing-agreement which regulates the Parties obligations under applicable data protection law.

“**Data Protection Law**” means all applicable federal and state privacy, data protection, and cybersecurity laws, including, without limitation, the Florida Information Protection Act (FIPA),

the Florida Digital Bill of Rights (FDBR), the U.S. Federal Trade Commission Act, the California Consumer Privacy Act (CCPA), the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA) (where applicable), the Children's Online Privacy Protection Act (COPPA), and any other relevant U.S. federal and state laws governing the collection, use, storage, and protection of personal data.

"Data Subject" shall have the meaning provided to such term pursuant to Data Protection Law.

"DPA" shall have the same meaning as "Data Processing Agreement".

"Force Majeure Event" means any circumstances beyond Digi Dash's reasonable control, including, but not limited to, an act of God, governmental action, flood, fire, earthquake, civil unrest, act of terror, strike, Internet service provider failure or delay, and denial-of-service attacks.

"Digi Dash" means Digi Dash AS acting as the provider of the Services and Resources under this Agreement.

"Digi Dash Brands" means all Digi Dash trademarks, service marks, trade names, logos, domain names, and any other features of the Digi Dash brand.

"License" means the worldwide, limited, non-exclusive, non-transferable, non-sublicensable and revocable license to make use of the Digi Dash Services for commercial, educational and/or entertainment use of the Service granted to You pursuant to this Agreement's Section 1 and as further detailed in the Order Form.

"New Sub-Processor" means any Sub-Processors engaged by the Digi Dash after the effective date of the Agreement.

"Order Form" means the ordering document setting forth the subscription to the Service Plan selected by Customer.

"Party" or **"Parties"** means Digi Dash and the Customer as parties to this Agreement.

"Personal Data" shall have the meaning provided to such term pursuant to Data Protection Law.

"Personal Data Breach" shall have the meaning provided to such term pursuant to Data Protection Law.

"Processor" shall have the meaning provided to such term pursuant to Data Protection Law.

"Public User Content" means User Content made available to the general public, at the User's sole and absolute discretion, by actively adjusting the visibility settings of such User Content.

"Seat License(s)" means the number of specifically named individual user seat licenses the Customer has acquired for the respective Services.

"Service(s)" or the **"Digi Dash Service(s)"** means the SaaS-services provided by Digi Dash and subscribed to by the Customer under this Agreement and as set out in the Order Form.

"Service Plan" means the service plan applicable to the Services to which Customer has subscribed as set out in Order Form.

"Sub-Processor" means an entity to which Digi Dash subcontracts its processing of the Customer Personal Data to.

"Subscription Period(s)" means the period for which Customer is granted a license to use the Digi Dash Services as agreed by the Parties in the Order Form.

"Supervisory Authority" shall have the meaning provided to such term pursuant to Data Protection Law.

"Third-Party Application(s)" means the third-party applications, websites and services that are integrated in the Services and Resources in order to make certain features, content, products and/or services available to You.

"Resource(s)" means the information, resources, services, products, and tools provided, either

directly or indirectly, by Digi Dash to the Customer as part of this Agreement (including any other content and materials available on the Digi Dash site as well as text, graphics, website name, code, images and logos).
“**User**” means an individual who has access to a Digi Dash enabled Service account on behalf of the Customer.
“**User Content**” means the content and data that Users upload to the Service, including without limitation quizzes, pictures, video, text, messages, information, user feedback and any other content.
“**Website(s)**” means the Digi Dash websites including playdigidash.io.

1. Licensed Rights

The Services and the Resources are the property of Digi Dash and Digi Dash’s content licensors, as applicable. We hereby grant You the License to use the Services and Resources in accordance with the terms of this Agreement, including the applicable Order Form(s), the Service Plan to which you have subscribed and Digi Dash’s Acceptable Use Policy.

Access to and use of the Services is restricted to the specified number of Seat Licenses permitted under Your Service Plan, subject to any upgrades. You acknowledge and agree that each User account is personal and may only be used and accessed by the specified User. However, You may reassign a Seat License to a new User replacing a previous User who no longer requires ongoing use of the Services. Users may stream the functionalities (e.g. games, multiple-choice quizzes etc.) to the maximum number of participants as decided by Digi Dash at any time.

All rights not expressly granted by Digi Dash to You are expressly and unconditionally reserved by Digi Dash and its content licensors (as applicable) and may not be implied by or inferred from any provision of this Agreement or by the conduct of the Parties. For the avoidance of doubt, this Agreement does not grant You any rights to use any Digi Dash Brands for any purpose, whether for commercial or non- commercial use.

If You send us ideas or feedback about our Services, You agree that we may freely use or reference those ideas and feedback and do not owe You any payment or have any other obligation of any kind for such ideas or feedback.

2. Use of the Services

You are responsible for Your Users’ use of the Services and Resources and shall ensure that all Users adhere to this Agreement at all times.

You may appoint Users as Administrators. Administrators may access, disclose, restrict, or remove User Content in or from Users' accounts, and monitor, restrict or terminate access to Users' accounts.

Digi Dash may suspend any use of the Digi Dash Services, or remove or disable any User account or User Content that Digi Dash reasonably and in good faith believes violates this Agreement. Digi Dash will use commercially reasonable efforts to notify

You prior to any such suspension or disablement, unless Digi Dash reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as government administrative agency processes or court orders); or (b) it is necessary to delay notice in order to prevent imminent harm to the Digi Dash Services or a third party. Under circumstances where notice is delayed, Digi Dash will provide notice if and when the related restrictions in the previous sentence no longer apply.

3. Customer's Data and User Content

User Content is available to You and Your Administrators and Users only. We will keep all data that You and your Users submit to the Services secure and only process Your data for the purpose of providing the Services to You, at all times in compliance with the Data Processing Agreement.

Subject to the terms of the Agreement, You grant Digi Dash a worldwide, non-exclusive, limited term license to access, use, process, and display User Content only: (a) as reasonably necessary to provide, maintain and update the Services; (b) as reasonably necessary to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by the Data Processing Agreement; and (d) as expressly permitted by You in a separate agreement with us. You represent and warrant that (y) all rights necessary to grant the rights hereunder to Digi Dash have been obtained and (z) User Content will not violate the Agreement, applicable law, or the rights of third parties. Digi Dash reserves the right to remove or disable access to any User Content, including any Public User Content, that breaches our Acceptable Use Policy, the Agreement or applicable law, without prior notification to Customer or any third party.

Digi Dash will delete all User Content from You or Your Users upon termination of the Agreement, except for any Public User Content pursuant to Section 4 below, and otherwise in accordance with Digi Dash's Privacy Policy or the Data Processing Agreement (as applicable).

4. Public User Content

Some of the functionality may permit You to make User Content available to the public via the Services. By default User Content is available to the general public. By actively adjusting the visibility settings in the Digi Dash Services, thereby turning such content into Public User Content, You hereby grant to Digi Dash a perpetual (or, for as long as permitted under applicable law), non-exclusive, sub-licensable, transferable, royalty-free, irrevocable, fully paid, universal license to commercialize, use, reproduce, make available to the public (e.g., perform or display), publish,

translate, modify, create derivative works from, and distribute your Public User Content (including the user name of the User having generated the Public User Content) through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, You retain ownership of all rights, including intellectual property rights, in the Public User Content.

5. Third-Party Applications

The Services are integrated with Third-Party Applications that make available content, products, and/or other services to You. Use of Third-Party Applications is optional. If You choose to enable or use any of these Third-Party Applications, Your use of such Third-Party Applications will be governed by and subject to the respective terms and conditions and privacy policies of each such Third-Party Application. You understand and agree that Digi Dash does not endorse any such Third-Party Application, nor shall Digi Dash be liable for any Third-Party Applications under any circumstances, including the failure of any such Third-Party Applications.

6. Account Security

You are responsible for maintaining control over the devices and accounts that are used to access the Service and Resources and the confidentiality of passwords and any payment details associated with Your accounts. You are responsible for updating and maintaining the accuracy of the information You provide to us relating to Your accounts. You are also responsible for preventing unauthorized access and use of Your account by anyone other than Your Users. Digi Dash can suspend or terminate an account in order to protect You, Digi Dash or our partners from fraudulent activity.

7. Fees and Payment

You will pay all Fees set forth on an Order Form. All payments will be made in the currency specified on the Order Form unless otherwise agreed to by the Parties in writing. If You provide credit card information to Digi Dash, You authorize Digi Dash to charge such credit card for all Services and Seat Licenses, as applicable, listed in the Order Form for the initial Subscription Period and any renewal Subscription Period(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Digi Dash will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Digi Dash and notifying Digi Dash of any changes to such information. In addition to any other remedies available, Digi Dash may suspend Services in the event of payment delinquency. Fees are exclusive of all local, state, federal or foreign taxes, VAT, levies or duties of any nature. You are responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Digi Dash's net income. You shall provide to Digi Dash any certificate of exemption

or similar document required to exempt any transaction under an Order Form from sales tax or other tax liability.

8. Upgrades

If You choose to upgrade Your Service Plan or purchase additional Seat Licenses or other options as may be available during a Subscription Period, any incremental fees associated with such upgrades will be prorated over the remaining period of the then-current Subscription Period, billed to Your account and due and payable upon implementation of such upgrades. In any future Subscription Periods, the fees billed to You will reflect any such upgrades.

9. Publicity

Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the Digi Dash Services unless the prior written consent of the other Party has been obtained, provided, however, that Digi Dash may use Your name and logo for the limited purpose of identifying You as a customer of the Digi Dash Services.

10. Confidential Information

Each Party will protect the other Party's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation.

11. Term and Auto-Renewal

Your subscription(s) shall commence on the date specified on the Order Form and continue until the earlier of (a) expiration or non-renewal of all Subscription Periods, or (b) termination of this Agreement as more fully set forth below. Each Order Form will automatically renew for successive periods equal in length to the expiring Subscription Period (but at a minimum of twelve (12) months), unless one of the Parties gives written notice of termination at least ninety (90) days prior to the expiration of the then-current Subscription Period. The fee for the renewal Subscription Period will be adjusted with a 5% increase unless otherwise stated in the Order Form, which shall be effective upon renewal. The term of this MSA and this Agreement shall continue as long as an Order Form referencing this MSA remains valid and in effect.

12. Termination

Either Party may terminate the Agreement, including any applicable Order Form(s), if: (a) the other Party materially breaches the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; or (b) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days. However, Digi Dash may immediately terminate this Agreement for cause and without advance notice if You violate Digi Dash's Acceptable Use Policy or a User account is shared by multiple individuals.

If You terminate the Agreement in accordance with this Section due to Digi Dash's uncured material breach, Digi Dash will refund You any prepaid fees covering the remainder of the Subscription Period as of the effective date of termination.

If Digi Dash terminates this Agreement for Your material breach in accordance with this Section, Digi Dash will not refund any amounts that You have already paid and You will be required to pay Digi Dash any unpaid fees covering the remainder of the Subscription Period pursuant to all applicable Order Forms. In no event will termination relieve You of your obligation to pay any fees due or payable to Digi Dash for the period prior to the effective date of termination.

Upon termination, Your right to use the Services and Resources provided by Digi Dash will immediately cease, and Digi Dash reserves the right to remove or delete any information that You may have on file with Digi Dash, including any account or login information. If applicable, You hereby acknowledge and agree that the perpetual license granted to Digi Dash by You in relation to Public User Content will continue after expiry or termination of the Agreement for any reason.

Sections of the Agreement that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

13. Warranties

We warrant that the Services will perform materially in accordance with the description of the Digi Dash Services and Resources as set out on our Websites and this Agreement. For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, (a) excluding planned downtime and (b) Force Majeure Events. We will notify You in advance of any planned downtime which is expected to result in significant downtime. In the event of any breach of Digi Dash's obligations in this Section 13, Digi Dash shall, at its own expense (y) use reasonable endeavors to rectify such non-compliance, and if rectification is not reasonably possible (z) replace all the non-conforming parts of the Services and Resources. Digi Dash expressly disclaims all warranties of any kind other than those set out in this Agreement.

Digi Dash shall not be responsible for breach of these warranties if caused by: (a) hardware, software or other components which are not part of the Services and Resources; (b) errors or

problems caused by or contributed to by hardware, software or other components which are not provided by Digi Dash, including any modifications by You or third parties; (c) Your rejection of the implementation of any upgrade, change, hot fix, or similar, which would have prevented the error or problem; (d) errors or problems caused by third parties not acting on behalf of Digi Dash, including in respect of changes to Services and Resources; and (e) Your failure to fulfill Your obligations pursuant to this Agreement. If You report an issue to Digi Dash's support services/help-desk and Digi Dash, after due investigation, determines that such issue was covered by one of the above exclusions, You shall reimburse Digi Dash for Digi Dash's time and resources allocated toward addressing the issue.

14. Digi Dash's Indemnification

Digi Dash will indemnify, defend and hold You harmless from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party that Your use of the Services infringes the intellectual property rights of a third party. In no event will Digi Dash have any obligations or liability under this section arising from: (a) use of any Services or Resources in a modified form or in combination with materials not furnished by Digi Dash; or (b) any content, information or data provided by You, Users or other third parties.

15. Customer's Indemnification

To the fullest extent permitted by applicable law, You agree to indemnify and hold Digi Dash harmless from and against all claims, damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (a) Your breach of the Agreement; (b) any User Content; (c) any activity in which You or Your Users engage in via the Services; and (d) Your violation of any law or the rights of a third party. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under the Agreement. In such event, You shall provide us with such cooperation as is reasonably requested by us.

16. Limitation of Liability

To the maximum extent permitted by law, in no event will Digi Dash, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any indirect, special, incidental, punitive, exemplary, or consequential damages in connection with this Agreement, regardless of legal theory, without regard to whether Digi Dash has been made aware of the possibility of those damages, and even if a remedy fails of its essential purpose.

Digi Dash's aggregate liability for all claims arising under or in connection with this Agreement shall be limited to the amounts paid by you to Digi Dash under this Agreement during the twelve (12) months immediately preceding the last event giving rise to liability. Nothing in the Agreement removes or limits either Party's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

17. Changes to the Services and Service Plans

Digi Dash reserves the right to update and modify the Service Plans and the Services and the Resources from time to time by, for example, adding additional features to a Service Plan. Digi Dash may automatically migrate You to a new Service Plan for administrative purposes whereby Your access is the same as under the original Service Plan, but with potentially additional features. Any such changes to Services, Resources or Service Plans will not reduce the quality of the Services or negatively impact the use of the Services and Resources, or negatively impact your rights and our obligations during the term of this Agreement.

18. Apple-Specific Terms

In addition to the sections above, and notwithstanding anything to the contrary set forth herein, this section applies with respect to your use of any version of our application, or “app”, compatible with the iOS operating system of Apple Inc. (“Apple”). Apple is not a party to this Agreement and does not own and is not responsible for the app. Apple is not providing any warranty for the app except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the app and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the app, including any third-party product liability claims, claims that the app fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the app, including those pertaining to intellectual property rights, must be directed to Digi Dash. The license you have been granted in this Agreement is limited to a non-transferable license to use the app on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set out in Apple’s App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement. Notwithstanding these rights of Apple and Apple’s subsidiaries, Digi Dash’s right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

19. AI Services

The use of any AI-powered services provided by Digi Dash, including but not limited to trivia, image, and 3D object generation, shall be governed by the Digi Dash AI Terms of Service, which can be found at: www.playdigidash.io/legal/ai-terms. These AI Terms are incorporated by reference into this Master Services Agreement (MSA).

19. Severability and Waiver

Unless as otherwise stated in the Agreement, should any provision of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the extent permitted by law. Any failure by Digi Dash or any third-party beneficiary to enforce the Agreement or any provision thereof shall not waive Digi Dash's or the applicable third-party beneficiary's right to do so.

20. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles or the United Nations Convention on Contracts for the International Sale of Goods. Any action to enforce this Agreement shall be brought exclusively in the state or federal courts located in Miami-Dade County, Florida. The parties hereby consent to the personal jurisdiction of such courts and waive any objections based on jurisdiction, venue, or forum non conveniens.

21. Assignment

Digi Dash may assign this Agreement or any part hereof, and delegate any of its obligations under the Agreement. You may not assign the Agreement or any part thereof, nor transfer or sublicense Your rights under the Agreement, to any third party.

22. Amendments

Digi Dash may amend this Agreement from time to time to the extent required to reflect changes to our Services or if required to fulfil Digi Dash's legal obligations, in which case the new Agreement will supersede prior versions. We will provide You with reasonable notice prior to the effective date of any material amendment to this Agreement and Your continued use of the Services following the effective date of any such amendment may be relied upon by Digi Dash as Your consent to any such amendment.

23. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements in relation to the subject matter of the Agreement, whether written or oral. This Agreement shall take precedence over any: (a) conflicting terms and conditions received from one of the Parties; and (b) conflicting terms and conditions found in other agreements issued by the Parties that interfere with the subject matters regulated by the Agreement, including but not limited to any purchase order or other order documentation You provide (all such terms or conditions being null and void). Except as otherwise set forth herein, any amendments or variations to the Agreement shall be made in writing and shall be duly authorized by representatives of both Parties.

Exhibit A – Custom Asset Creation Services

Digi Dash offers two engagement models for any bespoke 3-dimensional objects, environments, and animated scenes it produces for the Customer (collectively “Custom Assets”). Unless otherwise stated in an executed Order Form, the following terms apply:

Engagement Model	Ownership	Permitted Use	Re-use by Digi Dash	One-time Fee	Ongoing Fees
Standard License (Non-Exclusive)	Digi Dash retains all intellectual-property rights in the Custom Assets.	Customer may display, embed, and stream the Custom Assets within the Digi Dash platform and any Customer-owned websites, CMSs, CRMs, LMSs, or mobile apps.	Yes, Digi Dash may adapt or re-license the Custom Assets to third parties.	As quoted in the applicable Order Form.	None, except optional maintenance or localization services.
Exclusive License	Upon full payment, Customer will receive an exclusive license to the Custom Assets.	Unlimited commercial or internal use, sublicensing, modification, and distribution.	No, Digi Dash will not re-use the Custom Asset in other projects.	A multiple, not less than Four (4) times, the Standard License fee, payable in full upon execution.	None, except optional maintenance or localization services.

- 1. Scope & Specifications.** Deliverables, artistic style, file formats, polygon budgets, and performance targets will be documented in the Order Form. Unless the Order Form states otherwise, Digi Dash will deliver ready-to-use GLB and/or FBX files optimized for WebGL, iOS, and Android.
- 2. Milestones & Acceptance.** The Order Form will specify milestone deliverables. The Customer will have ten (10) calendar days to accept or reject each milestone in writing. Absent written rejection, a milestone is deemed accepted.
- 3. Payment Terms.** Unless otherwise agreed, 50 % of the quoted fee is due at project kickoff and 50 % upon final acceptance. Late payments accrue interest at 1.5 % per month.
- 4. Warranty.** Digi Dash warrants that Custom Assets will materially conform to the Order Form specifications for ninety (90) days after delivery.
- 5. Indemnification.** Digi Dash will defend and indemnify the Customer against third-party claims alleging that Standard-Licensed or Exclusive-Licensed Custom Assets, as delivered, infringe U.S. copyrights or trademarks, provided the Customer: (a) promptly notifies Digi Dash, (b) grants sole control of the defense, and (c) reasonably cooperates.

Remedies may include replacement assets, modification, or a refund of fees paid for the infringing asset.

Exhibit B – Code Escrow

If applicable and per an executed Order Form,

Digi Dash Terms of Service (ToS) and Service Level Agreement (SLA)

1. Overview

This Terms of Service (ToS) and Service Level Agreement (SLA) outlines the responsibilities, rights, and expectations between Digi Dash ("Provider") and the Client ("Customer") for the usage of the Digi Dash platform, including Web, iOS, and Android applications.

2. Platform Access and Usage Rights

The Customer is granted non-exclusive, non-transferable rights to use the Digi Dash platform for educational, corporate training, and/or marketing purposes.

3. Code Escrow Service

An annual escrow service is provided at the amount list in the Order Form to guarantee source code release under specific conditions:

- **Company Dissolution:** If Digi Dash ceases operations without an acquisition or merger, the source code will be released to the Customer.
- **Service Downtime:** If platform uptime falls below **99.9%** for three consecutive months, the Customer may request escrow release.
- **Security Breaches:** Failure to resolve critical vulnerabilities within 30 days of notification.

Escrow Provider will be an independent vendor as listed on the Order Form (or an equivalent).

4. Maintenance and Support

For non-delivery model code, Digi Dash guarantees platform support for 3 years from the date of deployment.

Support includes:

- Security patches and updates

- Compliance with iOS, Android, and web standards
- Performance optimization and minor bug fixes

After the initial 3-year period, maintenance can be extended at a price listed in the Order Form.

5. Buyout Clause

If the Customer wishes to acquire the full source code and all intellectual property rights, a one-time payment as specified in the Order is required.

The buyout includes:

- All sourcecode and backend logic
- Complete API documentation
- Deployment scripts and infrastructure configurations
- Once exercised, Digi Dash relinquishes any rights to the IP and the Customer assumes full ownership and responsibility of maintaining and supporting the sourcecode.