



## MASTER SERVICES AGREEMENT

Last Updated: 3/11/2026

**PLEASE READ THESE TERMS CAREFULLY. BY CLICKING "I AGREE," "ACCEPT," OR A SIMILAR BUTTON, OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS MASTER SERVICES AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE "CUSTOMER" REFERS TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES**

This Master Services Agreement ("**Agreement**") is entered into by and between Dili Inc. ("**Dili**"), a Delaware corporation with offices at 33 Irving Place, New York, New York 10003, and the entity or individual accepting these terms ("**Customer**"). Each of Dili and Customer are referred to herein as a "**Party**" and, collectively, as the "**Parties**." Terms used but not defined herein have the meanings given to them in the applicable Order Form.

By accepting this Agreement, whether by executing an Order Form that references this Agreement, clicking "I Agree," "Accept," or a similar button, or by accessing or using the Services, Customer agrees to be bound by the terms of this Agreement, which includes, among other things, limitations on the use of the Services and Reports, warranty disclaimers, and limitations of liability. In the event of any conflict between this Agreement and an Order Form, the Order Form will control solely with respect to its subject matter unless it expressly provides otherwise.

### 1. DEFINITIONS.

- (a) "**Authorized Users**" means those employees that Customer authorizes to use the Services.
- (b) "**Customer Data**" means data, text, and other content that Customer Uploads to the Services.
- (c) "**Documentation**" means Dili-provided user documentation, in all forms, relating to the Services (e.g., user manuals, on-line help files).
- (d) "**Order Form**" means any confirmation page, order form, online purchasing flow, quote, statement of work, invoice, or other ordering document entered into or completed by the Parties that references this Agreement.
- (e) "**Platform**" means Dili's proprietary web-based platform and software.
- (f) "**Reports**" means reports and output generated by the Platform.
- (g) "**Services**" means the services provided by Dili specified in an applicable Order Form, which may include access to the Platform.
- (h) "**Subcontractor**" means any of Customer subcontractors being used for the Project.
- (i) "**Third-Party Data**" means data made available by third-party data sources, and derivatives of such data.
- (j) "**Third-Party Platform**" means any third-party platform, add-on, service, or product not operated or provided by Dili.
- (k) "**Upload**" means to submit, upload, or otherwise post or transmit to the Platform.
- (l) "**Usage Data**" means performance, analytical, or usage data related to the Services.

### 2. LICENSE.

(a) Use of the Services. Subject to the terms and conditions of this Agreement, Dili grants to Customer a non-exclusive, non-sublicensable, and non-transferable right during the term of this Agreement to (i) use the Services solely in connection with Customer's business operations and (ii) permit Authorized Users to use such Services solely for Customer's business operations. Without limiting the foregoing, such use may include Customer and its Authorized Users using the Platform to generate Reports, including those based specifically upon the Customer Data Uploaded by Customer or Customer's Subcontractors to the Platform) (the "**Customer Reports**").



(b) Use of the Documentation. Subject to the terms and conditions of this Agreement, Dili grants to Customer a worldwide, non-exclusive, non-sublicensable, and non-transferable license, during the term of this Agreement, to reproduce, without modification, and internally use a reasonable number of copies of Documentation solely in connection with use of the Services in accordance with this Agreement.

(c) Use of Reports. Subject to the terms and conditions of this Agreement, including without limitation Sections 2(d), 4 and 5, Dili grants to Customer (i) a perpetual, non-exclusive, non-sublicensable, and non-transferable license to use, reproduce, display, perform, and make derivative works of the Customer Reports solely for Customer's business operations and (ii) a non-exclusive, non-sublicensable, and non-transferable license, during the term of this Agreement, to use all other Reports obtained by Customer through use of the Services solely for Customer's business operations; provided in each case, Customer may not (A) externally use, display, perform, distribute, or otherwise make available any Reports, including without limitation any Customer Reports, without including clear and prominent attribution to Dili and (B) share, disclose, lend, lease, license, resell, or otherwise make any Reports, including without limitation any Customer Reports, for any compensation or consideration.

(d) Additional Obligations: Limitations. Customer and its Authorized Users shall only use the Services, Reports, and all other information, data, and materials obtained in connection with the Services in accordance with (i) Dili's Acceptable Use Policy, available at <https://dili.ai/privacy> and (ii) all applicable laws, rules, and regulations (collectively, "**Laws**"), including without limitation all applicable data privacy and U.S. federal and state securities laws (including without limitation those related to insider trading). Without limiting the generality of the foregoing, Customer and its Authorized Users shall not and shall not permit or assist anyone else to: (i) rent, lease, or otherwise permit third parties to use the Services, Reports, or Documentation; (ii) use the Services, Reports, or Documentation to provide services to third parties (e.g., as a service bureau); (iii) disclose the results of any benchmarking of the Services, Reports, or Documentation, or use such results for its own competing software development activities; (iv) attempt to circumvent or disable any technological or security features or measures in the Services; or (v) use the Services, Reports, or Documentation in violation of any applicable laws or regulations, or engage in any unethical conduct or any other conduct that tends to damage the reputation of Dili.

(e) Protection against Unauthorized Use. Customer will use reasonable efforts to prevent any unauthorized use of the Services and Documentation and immediately notify Dili in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use. Customer will cooperate and assist with any actions taken by Dili to prevent or terminate unauthorized use of the Services or Documentation.

(f) Reservation of Rights. Dili grants to Customer a limited right to use the Services and Documentation under this Agreement. Customer will not have any rights to the Services or Documentation except as expressly granted in this Agreement, whether by implication, estoppel, or otherwise. Dili reserves to itself all rights to the Services and Documentation not expressly granted to Customer in accordance with this Agreement.

(g) Acknowledgement Regarding Reports and Workflows. Customer acknowledges that Reports and Workflows generated by Customer's use of the Services may be similar to or the same as Reports or Workflows provided to other customers, and no rights to any Reports or Workflows generated, provided, or returned by the Services for or to other customers are granted to Customer under this Agreement. Further, any Reports or Workflows generated, provided, or returned by the Services may contain inaccuracies.

**3. TECHNICAL SUPPORT SERVICES.** For so long as Customer is current with its payment obligations under this Agreement, Dili will provide to Customer reasonable technical support services regarding Customer's use of the Platform during normal business hours.

**4. THIRD-PARTY PLATFORMS.** Use of any Third-Party Platform that Customer elects to integrate or enable for use with the Services is subject the agreement(s) and terms(s) ("**Third-Party Platform Agreements**") with the relevant provider (each a "**Third-Party Platform Provider**") and not this Agreement. Notwithstanding anything to the contrary, Dili (a) does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Services or how the Third-Party Platforms or their providers use Customer Data and Dili is not responsible or liable for any Third-Party Data or issues arising therefrom and (b) does not grant any licenses or rights that conflict with the Third-Party Platform Agreements. By



enabling a Third-Party Platform to interact with the Services, Customer authorizes Dili to access and exchange Customer Data with such Third-Party Platform on Customer's behalf. Notwithstanding anything to the contrary, Dili makes no representations, warranties, or guarantees with respect to any Third-Party Platform or the use thereof.

**5. THIRD-PARTY DATA.** Customer acknowledges that certain features and functionality of the Services may include or use Third-Party Data, including without limitation if Third-Party Data is provided by Customer the Platform or otherwise used by Customer in connection with the Services. All use of Third-Party Data, including without limitation any Reports based on, containing, or derived from Third-Party Data, is subject to the agreement(s) and term(s) (the "**Third-Party Data Agreements**") with the providers of such Third-Party Data (each a "**Third-Party Data Provider**"), which may contain additional restrictions or requirements. Notwithstanding anything to the contrary, Dili (a) does not and cannot control Third-Party Data or the contents, accuracy, availability, or timeliness thereof, and Dili is not responsible or liable for any Third-Party Data or issues arising therefrom and (b) does not grant any licenses or rights that conflict with any Third-Party Data Agreements. Notwithstanding anything to the contrary, Dili makes no representations, warranties, or guarantees with respect to any Third-Party Data or the use thereof.

**6. OWNERSHIP.**

(a) By Customer. As between the Parties, Customer shall own and retain all right, title, and interest in and to the Customer Data and all patents, copyrights, trademarks and other intellectual property rights embodied therein.

(b) By Dili. As between the Parties, Dili shall own and retain all right, title, and interest in and to the Services, Platform, and Documentation, all workflows developed, used or generated in connection with the Services and Platform (collectively, the "**Workflows**"), and all patents, copyrights, trademarks and other intellectual property rights embodied in any of the foregoing.

**7. CUSTOMER AND USAGE DATA**

(a) Customer Data. Dili will only use Customer Data to provide Reports to Customer and to generate technical data necessary to provide the Services to Customer. Customer Data is not used for any other purpose, including the training of language models other than those used to provide the Services to Customer.

(b) Usage Data. Dili may collect, generate, and derive Usage Data relating to Customer's access to or use of the Service. Usage Data will not include any Customer Data. Dili will only use Usage Data to provide the Services and related services to Customer, to monitor the performance and stability of the Services, and to prevent or address technical issues with the Services. Dili may also anonymize Usage Data, aggregate it with other data, and use that aggregated, anonymized data to improve its products and services.

**8. FEEDBACK.** Any ideas, suggestions, guidance or other information provided by Customer or any Authorized Users related to the Services, and any intellectual property rights relating to the foregoing, shall be collectively deemed "**Feedback.**" Customer agrees to grant and hereby grants to Dili a nonexclusive, perpetual, irrevocable, sublicensable (through multiple tiers), transferable, royalty free, full-paid up, worldwide license to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction.

**9. FEES AND PAYMENT.**

(a) Fees and Payment Terms.

(i) Customer will pay Dili the fees specified in any executed Order Forms and any other amounts owing under this Agreement, plus any applicable sales, use, excise, or other taxes (collectively, "**Fees**"). Unless otherwise specified in the applicable Order Form, Customer will pay all amounts due within 30 days of the date of the applicable invoice.

(ii) For any amount not paid when due, Dili may, in its discretion, impose finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Dili to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Customer will pay all such amounts in United States dollars.



(b) Taxes. Other than federal and state net income taxes imposed on Dili by the United States, Customer will bear all taxes, duties, and other governmental charges (collectively, “**taxes**”) resulting from this Agreement.

## **10. CONFIDENTIALITY.**

(a) Definition. “**Confidential Information**” means information disclosed to the receiving Party (“**Recipient**”) under this Agreement that is designated by the disclosing Party (“**Discloser**”) as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature or the circumstances surrounding its disclosure. It is acknowledged that Customer Data shall be deemed Confidential Information of Customer.

(b) Obligations. As Recipient, each Party will: (i) hold Confidential Information in confidence using the same degree of care it uses to protect its own information of a similar nature but no less than reasonable measures and restrict access to the Confidential Information to its employees, agents, contractors, and other representatives (collectively, “**Representatives**”) having a legitimate need to know (and provided that such Representatives are bound by confidentiality and non-use obligations consistent with those herein) and the Recipient remains responsible for their compliance with this Section 10; and (ii) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. At Discloser’s request, Recipient will delete all Confidential Information, except that Dili may retain Customer’s Confidential Information to the extent required to continue to provide the Services. Recipient may disclose Confidential Information to the extent required by law, regulation, or court order, provided that (where legally permissible) Recipient gives prompt notice to the Discloser and cooperates to seek a protective order or other appropriate remedy.

(c) Exclusions. These confidentiality obligations do not apply to information that: (i) is or becomes public knowledge through no fault of the Recipient; (ii) Recipient rightfully knew or possessed prior to receipt under this Agreement; (iii) Recipient rightfully received from a third party without breach of confidentiality obligations; or (iv) Recipient independently developed without using Discloser’s Confidential Information.

(d) Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each Party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 10.

(e) Required Disclosures. Nothing in this Agreement prohibits either Party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other Party in advance and cooperates in any effort to obtain confidential treatment.

(f) General Skills and Knowledge. Notwithstanding anything to the contrary in the Agreement, Dili is not prohibited or enjoined at any time from utilizing any skills or knowledge of a general nature gained or created by Dili during the course of providing the Services, including, information publicly known or available or that could reasonably be acquired in similar work performed for another client of Dili.

## **11. TERM AND TERMINATION.**

(a) Term. This Agreement will commence upon the Effective Date and continue until there are no outstanding Order Forms.

(b) Termination for Breach. Either Party may terminate this Agreement and/or any Order Form if the other Party materially breaches this Agreement and fails to cure such breach within 30 days of the non-breaching Party providing the breaching Party of written notice thereof.

(c) Termination for Non-Payment. Dili may also terminate this Agreement and/or any Order Form, without limitation to any of its other rights or remedies, upon 10 days written notice if Customer fails to timely pay (and fails to cure such failure) Fees or any other amounts owing under this Agreement, including failure to make timely payment of invoices in accordance with Section 9.

(d) Termination by Customer. Customer may, by written notice to Dili, terminate this Agreement and/or any Order Form if Dili (i) makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes (each, a “**Termination Event**”).

(e) Effect of Termination; Post-Termination Obligations.



(i) Dili's Obligations. If this Agreement is by Customer terminated in accordance with Section 11(b) or 11(d), Dili will issue to Customer a pro-rated refund of any Fees that Customer prepaid to Dili for the Services but remain unused prior to the effective date of termination.

(ii) Customer's Obligations. If this Agreement is terminated for any reason, (A) Customer will pay to Dili any Fees or other amounts that have accrued prior to the effective date of the termination, (B) any and all liabilities accrued prior to the effective date of the termination will survive, and (C) Customer will promptly cease all use of the Services and return or destroy all copies or derivatives thereof.

(iii) Survival. The following Sections survive termination of this Agreement: 2(c)(i), 2(f), 2(g), 4, 5, 6, 7, 8, 10, 11(e), 12(d), 12(e), 13, 14, 15, and 16.

## **12. WARRANTIES AND DISCLAIMER.**

(a) Mutual Warranties. Each Party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement; and (iii) the execution, delivery, and performance of this Agreement does not violate the Laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

(b) Dili Warranty. Dili represents and warrants to Customer that (i) the Platform will perform materially in accordance with its documentation and (ii) Dili will perform the Services in a professional and workmanlike manner. In the event Dili breaches any of the warranties set forth in this Section 12(b) and Customer notifies Dili in writing of such breach, Dili shall, at its sole discretion and expense: (A) repair or replace the non-conforming portion of the Platform or Services, as applicable, or (B) re-perform the non-conforming Services, or (C) terminate this Agreement or the applicable Order Form and issue to Customer a pro-rated refund of any Fees that Customer paid to Dili for the terminated Services that remain unused prior to the effective date of termination. The foregoing sets forth Dili's sole obligation and Customer's sole remedy for any breach of the warranties set forth in this Section 12(b).

(c) Customer Warranty. Customer represents and warrants to Dili that Customer has all rights, authorizations, and consents, in accordance with all applicable Laws, necessary for Customer's use of the Platform and Services, including without limitation (i) all provision of Customer Data and Third-Party Data provided or otherwise made available by or on behalf of Customer pursuant to this Agreement, for Dili's processing in connection with the provision of the Services to Customer and (ii) Customer's integration or use of the Services with any Third-Party Platforms.

(d) Disclaimer. THE PLATFORM, SERVICES, AND REPORTS ARE PROVIDED "AS IS" AND EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 12, DILI MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. DILI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE. DILI DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. DILI DOES NOT WARRANT THAT THE SERVICES, OR ANY REPORTS ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DILI TO ANY THIRD PARTY. REPORTS AND OTHER INFORMATION MADE AVAILABLE ON OR IN CONNECTION WITH THE SERVICES ARE BASED ON INFORMATION MADE AVAILABLE BY THIRD PARTIES, SUBJECT TO CONTINUOUS CHANGE AND THEREFORE ARE NOT WARRANTED AS TO THEIR MERCHANTABILITY, COMPLETENESS, ACCURACY, UP-TO-DATEDNESS OR FITNESS FOR A PARTICULAR PURPOSE.

(e) No Investment Advice. Customer acknowledges and agrees that Dili is not a registered investment advisor or broker-dealer, and the Services, Platform, Reports, and all other information and output made available on or through the Services, Platform, or Reports are provided for Customer's informational purposes only and do not constitute any investment or financial advice. Customer, and not Dili, is solely responsible for all decisions, acts, or omissions made by Customer and Authorized Users as a result of using the Services, Platform, Reports, and other information and output made available in connection with the Services.



### 13. INTELLECTUAL PROPERTY INFRINGEMENT.

(a) Infringement Defense. Dili will defend Customer and its employees, directors, agents, and representatives (collectively, the “**Customer Indemnified Parties**”) from any actual or threatened third-party claim alleging that the Platform infringes or misappropriates any copyright or trade secret of any third party during the term of this Agreement if: (i) the applicable Customer Indemnified Party gives Dili prompt written notice of the claim; (ii) Dili has full and complete control over the defense and settlement of the claim; (iii) the applicable Customer Indemnified Party provides assistance in connection with the defense and settlement of the claim as Dili may reasonably request; and (iv) the applicable Customer Indemnified Party complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials), at no additional cost to Customer.

(b) Infringement Indemnification. Dili will indemnify each of the Customer Indemnified Parties against (i) all damages, costs, and attorneys’ fees finally awarded against any of them in any proceeding under Section 13(a); (ii) all out-of-pocket costs (including reasonable attorneys’ fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys’ fees and costs incurred without Dili’s consent after Dili has accepted defense of such claim); and (iii) if any proceeding arising under Section 13(a) is settled, all amounts paid to any third party agreed to by Dili in settlement of any such claims. In addition to the foregoing, if the Services, or any component of the Services is, or in Dili’s opinion is likely to be, held to infringe any third party’s intellectual property rights, Dili may at its expense and option either: (A) procure the right for the Customer to continue using it; (B) replace it with a non-infringing equivalent; (C) modify it to make it non-infringing; or (D) if, in Dili’s reasonable opinion, none of (A)-(C) are commercially feasible terminate Customer’s use of the Services and provide to Customer a pro-rated refund of any Fees that Customer paid to Dili for the Services but remain unused prior to such termination.

(c) Exclusions. Dili will have no obligation under this Section 13 for any claim to the extent that it arises out of or is based upon (i) Customer’s breach of this Agreement; (ii) any modifications to the Services, Platform, Reports, or other output of the Services or combination of the Services, Platform, Reports, or other output not provided by Dili; or (iii) Customer’s gross negligence or willful misconduct (collectively, (i) through (iii), the “**Excluded Claims**”). Customer will reimburse Dili for any costs or damages that result from these actions.

(d) Exclusive Remedy. This Section 13 states Dili’s sole and exclusive liability, and Customer’s sole and exclusive remedy, for the actual or alleged infringement of any third-party intellectual property right.

### 14. CUSTOMER INDEMNIFICATION.

(a) Defense. Customer will defend Dili from any actual or threatened third-party claim arising out of or based upon (i) any Excluded Claims; (ii) any breach of any agreements between Customer and any third parties, including without limitation any provider of Third-Party Platforms or any source of Customer Data; or (iii) Customer’s Use of the Services, Platform, or Reports in violation of Law. Dili will: (A) give Customer prompt written notice of the claim; (B) grant Customer full and complete control over the defense and settlement of the claim; (C) assist Customer with the defense and settlement of the claim as Customer may reasonably request and at Customer’s expense; and (D) comply with any settlement or court order made in connection with the claim.

(b) Indemnification. Customer will indemnify Dili against: (i) all damages, costs, and attorneys’ fees finally awarded against Dili in any proceeding under Section 14(a); (ii) all out-of-pocket costs (including reasonable attorneys’ fees) reasonably incurred by Dili in connection with the defense of such proceeding (other than attorneys’ fees and costs incurred without Customer’s consent after Customer has accepted defense of such claim); and (iii) if any proceeding arising under Section 14(a) is settled, Customer will pay any amounts to any third party agreed to by Customer in settlement of any such claims unless the settlement agreement approved by Dili provides otherwise.

### 15. LIMITATIONS OF LIABILITY.

(a) Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, DILI WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF DILI IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.



(b) Cap on Liability. UNDER NO CIRCUMSTANCES WILL DILI'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO DILI UNDER THIS AGREEMENT WITHIN 12 MONTHS OF THE DATE SUCH CLAIM IS ASSERTED.

(c) Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DILI TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

## **16. MISCELLANEOUS.**

(a) Relationship of the Parties. The relationship of the Parties established by this Agreement is that of independent contractors and is non-exclusive.

(b) Publicity: Use of Name. Dili may disclose the Customer's name to current and potential investors who are subject to confidentiality obligations at least as stringent as those included in this Agreement, but not to any other party absent prior written consent of the Customer. Except for the foregoing, neither Party will use the other Party's name, logos, or trademarks or issue any press release or make any public announcement with respect to this Agreement or the relationship contemplated hereby without the express prior written consent of the other Party.

(c) Governing Law. This Agreement is governed by the laws of the State of New York, and the federal, state, and local courts in New York, New York have exclusive jurisdiction over all actions arising hereunder.

(d) Notices. Any notice permitted or required to be given to Dili under this Agreement shall be sent in writing to 33 Irving Place, New York, New York 10003, Attn: Legal. Any notice to Customer shall be sent to the email address associated with Customer's account, or such other address as Customer designates by written notice to Dili. Notices are deemed effective upon confirmed delivery.

(e) Severability. If any part of this Agreement is held invalid or unenforceable, it will be revised as necessary to make it valid and enforceable, or, if not capable of being so revised, will be deemed severed from this Agreement, and the remainder of this Agreement will survive unaffected.

(f) Assignment. Customer shall not assign this Agreement or any of its rights or obligations under this Agreement without Dili's prior written consent, and any such attempted assignment will be void and of no effect, except that except that Customer may assign this Agreement without Dili's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees in writing to assume and fulfill all of Customer's obligations under this Agreement. Dili may assign this Agreement and all of its rights and obligations hereunder without limitation.

(g) Construction. The captions and headings in this Agreement are intended only for convenience, and will in no event affect the interpretation of this Agreement in any way.

(h) Authority. Each Party represents and warrants to the other Party that it has all requisite corporate power and authority to enter into and perform its obligations under this Agreement and that the individual executing this Agreement on behalf of such Party is authorized to do so.

(i) Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the Parties have not signed the same counterpart, with the same effect as if the Parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by electronic or digital signature and such execution and delivery will have the same force and effect of an original document with original signatures.

(j) Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether oral or written, concerning the subject matter of this Agreement. No modification, amendment or waiver of any provision



of this Agreement shall be effective unless in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.