



## DIGIBEE MASTER SERVICES AGREEMENT

This Digibee Master Services Agreement (“**MSA**”) is made by and between Digibee Inc., with its principal place of business at 2500 Weston Road, Suite 105, Weston, Florida, United States, 33331 (“**Digibee**”, “**we**”, “**our**”, or “**us**”), and the customer identified on the applicable Order Form and/or Scope of Work (“**Customer**”, or “**you**”), which are incorporated herein by reference (this MSA, together with the Addendum, the SLA, the DPA, the applicable Order Form and Scope of Work, if any, and any other documents referenced herein are collectively hereinafter referred to as the “**Agreement**”). Digibee and Customer may be hereinafter referred to as the “**Parties**” and individually as a “**Party**”. The Agreement is effective as of the Start Date set forth in the Initial Order Form signed by the Parties (“**Effective Date**”).

### DEFINITIONS.

“**Authorized User**”: natural person who uses the Digibee Platform with the proper authorization of Customer or Digibee.

“**Capsule**”: An organized chain of commands, designed for reuse, that embeds security, transforms data, and/or enriches data on the Digibee Platform that runs inside a Pipeline. A Capsule cannot be deployed on its own and it must be used inside a Pipeline.

“**Digibee Integration Platform**”: The proprietary Digibee platform that is made available on a paid subscription basis by Digibee or one of its affiliates via the customer login link at <https://www.godigibee.io> and/ or other web pages designated by Digibee or one of its affiliates, including associated offline components (<https://digibee.com/low-code-platform-overview/>).

“**Digibee's Pricing Model**”: Digibee offers a SaaS subscription-based committed use model where Customer receives access to the Digibee Platform and support for a certain period. Limited by unique integration flow's deployments (build as many as you want), test and production runtime unit capacities, infrastructure limitations and delivery limitations.

“**Environments**”:

“**Test Environment**”: A computing environment on the Digibee Platform that processes Pipelines in order to allow for the testing of integrations in real-time using real data consuming Test RTU.

“**Production Environment**”: A computing environment where Pipelines and Capsules are actually put into operation on Production RTU for their intended uses by Authorized Users or systems.

“**Get Started Subscription Bundle**”: A starter bundle that comes with 10 Pipeline Subscriptions.

“**Order Form**”: document containing the Pipeline Subscription, quantities and types of Pipelines necessary for the implementation of a given project, as well as the Order Form Term, amounts due, financial obligations, terms and all commercial components that, upon being signed, will be binding upon the Customer.

“**Initial Order Form**”: the first Order Form that contains all the information regarding the Pipeline Subscription and the initially agreed upon fees.

“**Additional Order Form**”: aims to change the quantities, values and Order Form Term established in the Initial Order Form.



**“Pipeline”**: An organized connected chain of commands and/or Capsules that distributes data, embeds security, transforms data into the desired outcome, and/or leverages enrichment logic, across systems within the Digibee Platform.

**“Pipeline Deployment”**: The act of selecting a Pipeline on a given version and publishing it on an Environment (Test Environment or Production Environment) so it can execute the chain of commands and/or Capsules.

**“Pipeline Deployment Size”**: The vertical dimension of a Pipeline when deployed on an Environment. The Digibee Platform supports three different sizes: small, medium and large. More details on the limits of each of these sizes can be found in the Platform Technical Usage Limits document available at <https://www.digibee.com/platform-usage-limits-EN-2024>.

**“Pipeline Major Version”**: Specifies the version component that controls the breaking changes to a Pipeline, i.e., changes that would make two major versions incompatible in terms of the exposed APIs, behavior or output.

**“Pipeline Minor Version”**: Specifies the version component that controls the changes that do not make two different minor versions with the same major version incompatible in terms of the exposed APIs, behavior or output.

**“Pipeline Subscription”**: Pipeline Subscription is the start pricing item that allows Customers to access the Digibee Platform on a non-refundable basis. One Pipeline Subscription refers to one unique integration flow deployed into the Digibee Platform. Limited to two (2) Production RTU deployed in the Production Environment paired with one (1) Test RTU deployed in the Test Environment and all the underlying infrastructure needed to run them as defined in the Platform Technical Usage Limits document.

**“Pipeline Version”**: A number (E.g.: 1.2) that represents the unique state of a Pipeline. Digibee follows a simplified Semantic Versioning ([www.semver.org](http://www.semver.org)) scheme with only the MAJOR and MINOR components. Digibee does not support "additional labels for pre-release and build metadata" and MAJOR versions start with 1. For each Pipeline Subscription, only one Pipeline Major Version can be active in a given Environment at a given time.

**“Private Cloud”**: An installation of the Digibee Integration Platform directly in the Customer’s cloud environment. Customer will provide a dedicated cloud (AWS, Azure, or GCP) account that is owned and paid for by the Customer. Credentials with appropriate rights will be granted to the Digibee Cloud Operations team to build, install, configure, deploy and support the Digibee Integration Platform.

**“Professional Services”**: Services that may be purchased by Customer and provided by Digibee, as stated in a Scope of Work and defined in the Professional Services Addendum at <https://www.digibee.com/professional-services-addendum> (“**Addendum**”). Customer’s purchase of Professional Services, if any, is governed by this MSA, the SOW and the Addendum.

**“Realm”**: A tenant in Digibee’s SaaS environment designated to build, run and monitor Pipelines for a particular customer. The execution plane of the tenant is isolated from other tenants as each Pipeline will run on its designated runtime engine. Some components might share functionality between tenants at Digibee’s discretion, however privacy and security considerations are applied.

**“Replica”**: An exact copy of a Pipeline deployed into an Environment to increase capacity, that is used for the exact same purpose as the original Pipeline.



**“Runtime Unit (RTU)”**: A measure of computing capacity for processing integrations on the Digibee Platform. RTUs can be used to scale integrations vertically and horizontally. When scaled vertically they can be used in three different sizes: small (consumes 1 RTU), medium (consumes 2 RTUs) and large (consumes 4 RTUs). When scaled horizontally, each new replica will consume the same amount of RTU as the original deployment. Each RTU comes with the underlying infrastructure to run them. Please refer to the Platform Technical Usage Limits document for more information.

**“Test RTU”**: Represents the processing capacity to run integrations under an active Pipeline Subscription in a Test Environment. RTUs must be paired with an existing Pipeline Subscription.

**“Production RTU”**: Represents the processing capacity to run integrations under an active Pipeline Subscription in a Production Environment. RTUs must be paired with an existing Pipeline Subscription.

**“Single Tenant”**: An exclusive environment within Digibee’s cloud environment whose components are not shared with other customers.

**“SLA”**: Service Level Agreement available at <https://digibee.com/sla-2024> offered by Digibee for availability of the Digibee Integration Platform.

**“Scope of Work” (or “SOW”)**: Mutually agreed upon document by which Customer purchases Professional Services. Digibee, through its employees, agents and/or subcontractors, will perform the Professional Services stated in each SOW.

**“Support Services”**: Digibee’s maintenance and support for the Digibee Integration Platform as stated at <https://digibee.com/sla-2024>.

**“Unique Integrations Flow”**: A business or technology necessity to capture, transform and/or deliver data from a source to another. Unique means a single Pipeline on a specific version.

## 1. Object and Nature of the Agreement.

1.1. The object of the Agreement is the subscription for the use of the Digibee Integration Platform for the fees set forth in the applicable Order Form(s) and the provision of Professional Services set forth in the applicable SOW. You must purchase a Pipeline Subscription pursuant to an Order Form in order to have the right to the Support Services, as well as the right to purchase Professional Services described in one or more SOWs from Digibee. Customer may choose between using the Digibee Integration Platform in Digibee’s cloud environment, whether Single Tenant or multi-tenant (**“Digibee Environment”**), or in the Customer’s Private Cloud, which will be defined in the respective Order Form.

1.2. During the applicable Order Form Term:

1.2.1. Digibee grants access to you and your Authorized Users in a non-exclusive, revocable, limited, non-transferable, non-sublicensable manner, to use the Digibee Integration Platform solely for your internal business purposes.

1.3. The Agreement gives you the following rights:

1.3.1. Installation of the Digibee Integration Platform in your Private Cloud by Digibee if you choose to use Digibee Integration Platform on your Private Cloud;

1.3.2. Access to the Digibee Integration Platform to create your own integrations; and



1.3.3. Onboarding, training, and Support Services as described in the SLA.

1.4. You acknowledge and agree that the Digibee Integration Platform is not:

1.4.1. Infallible. Interruptions may occur from time to time.

1.4.2. A software development platform or a software factory;

1.4.3. A perpetual or exclusive license;

1.4.4. A service platform, but rather, the Digibee Integration Platform is a technical integration platform that contains Support Services inherent to it;

1.4.5. A data storage platform;

1.4.6. A service that outsources professionals to the Customer;

1.4.7. An integration outsourcing service.

1.5. In addition to this MSA, access and use of the Digibee Integration Platform by you and your Authorized Users will at all times be subject to the Terms of Use which are set forth on the Digibee Integration Platform and integrated herein ("**Terms of Use**"). In the event of any conflict between the terms of this MSA and the Terms of Use, the terms of this MSA shall control. You agree that you and your Authorized Users will review and abide by the Terms of Use and the Agreement, and that Authorized Users will act at all times with respect to the Digibee Integration Platform on your behalf and under your direction. Notwithstanding the foregoing, you will (a) remain responsible for all obligations under the Agreement arising in connection with any use of the Digibee Integration Platform by any other person or entity authorized by, through or as a result of your act or omission of ("**Other User**"), including without limitation any Authorized User; (b) be liable for any act or omission by any Other User, which, if performed or omitted by you, would be a breach of the Agreement; and (c) any such act or omission of any Other User will be deemed to be a breach of the Agreement by you.

1.6. Digibee may engage its affiliates and/or subcontractors to support Digibee in its performance of the Agreement. Digibee shall identify such affiliates and/or subcontractors for Customer promptly upon request. Notwithstanding the foregoing, Digibee shall be responsible for all acts and omissions of any such affiliates and/or subcontractors as it is for its own acts and omissions. Digibee remains fully responsible to Customer for the performance of its obligations under the Agreement.

## **2. Prices and Payment Methods.**

2.1. All commercial and financial conditions are specified in the applicable Order Form(s) and/or SOW(s) executed by you and Digibee.

2.2. If you fail to pay any charges when due, Digibee may charge interest of the lesser of 1.5%, or the maximum permissible rate, per month on any outstanding balance. In addition to any other rights and remedies of Digibee hereunder, if payment is past due, Digibee may, in its sole discretion, elect to suspend access to the Digibee Integration Platform and any other Support Services or Professional Services under the Agreement, and Digibee's suspension of the Digibee Integration Platform and any other Support Services or Professional Services under this Agreement does not relieve you of any of your obligations under the Agreement. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Digibee in connection with collecting any amounts due and payable by you under the Agreement.

2.3. The fees do not include taxes. You will be responsible for and reimburse and hold Digibee harmless against the payment of all taxes associated with the Agreement (other than taxes based on Digibee's gross receipts or net income).

## **3. Customer Limitations.**



3.1. You shall not, directly or indirectly:

- 3.1.1. Sublicense, sell, transfer or distribute the rights provided for in the Agreement without the written consent of Digibee;
- 3.1.2. Perform works derived from the software, reverse engineer or decompile any component of the Digibee Integration Platform;
- 3.1.3. Copy any resource, function or graphic of the Digibee Integration Platform;
- 3.1.4. Use the Digibee Integration Platform illegally or for any purpose not permitted by Digibee;
- 3.1.5. In any way interfere with the integrity or performance of the Digibee Integration Platform;
- 3.1.6. Use the Digibee Integration Platform for the purpose of product benchmark, competition research or any other comparative analysis, without the prior consent of Digibee;
- 3.1.7. Perform any penetration test (Pentest) without the written consent of Digibee;
- 3.1.8. Fail to pay the amounts set forth in the applicable Order Form(s) and/or SOW(s);
- 3.1.9. Remove, delete, alter or obscure any trademarks, Documentation, Terms of Use, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Digibee Integration Platform or Digibee Materials, including any copy thereof.

#### **4. Our Commitment.**

4.1. We will exercise commercially reasonable efforts to keep the Digibee Integration Platform available twenty-four (24) hours a day, seven (7) days a week, in accordance with the SLA. The SLA is not applicable if you choose to use the Digibee Integration Platform on your Private Cloud.

4.2. If you choose to use the Digibee Integration Platform in the Digibee Environment, Digibee warrants that the Digibee Integration Platform will operate in accordance with the documentation provided by Digibee in all material respects.

4.3. If you choose to use Digibee Integration Platform on your Private Cloud, Digibee warrants that for a period of thirty (30) days from the date of installation of the Digibee Integration Platform by Digibee ("**Warranty Period**"), it will operate in accordance with the documentation provided by Digibee in all material respects. Each instance in which the Digibee Integration Platform fails to meet such documentation shall be considered an "Error." If Customer reports to Digibee any Errors during the Warranty Period, and provides such detail as Digibee may reasonably require to permit Digibee to reproduce such Errors, then Digibee, at its expense, shall, as Customer's sole and exclusive remedy, use commercially reasonable efforts to modify or replace it or provide updates to correct such Errors. This Warranty shall not apply to (i) changes or modifications made to the Digibee Integration Platform other than those made by Digibee, or (ii) any software used with hardware or third-party software except as specified in the Documentation or approved by Digibee in writing.

4.4. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTIONS 4.2 AND 4.3, THE DIGIBEE INTEGRATION PLATFORM IS LICENSED "AS IS", AND DIGIBEE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **5. Indemnification.**

5.1. Digibee shall indemnify and hold you harmless, defend you against, pay any final judgments awarded against you, and pay your reasonable costs and attorneys' fees resulting from any claims, liabilities, losses, suits, and damages asserted by a third party based on Digibee's alleged infringement of any copyright,



trademark, or trade secret of such third party under the laws of the United States arising out of the Digibee Integration Platform, unless and except to the extent that such infringement is caused by:

- (i) modification of the Digibee Integration Platform by anyone other than Digibee;
- (ii) Digibee's compliance with your unique specification or instructions;
- (iii) Digibee's use of trademarks, data, or other materials supplied by you;
- (iv) use of the Digibee Integration Platform in connection or in combination with equipment, devices, or software not provided by Digibee (but only to the extent that the Digibee Integration Platform alone would not have infringed);
- (v) the use of the Digibee Integration Platform other than as permitted under this Agreement or in a manner for which it was not intended; or
- (vi) use of other than the most current release or version of the Digibee Integration Platform (if such claim would have been prevented by the use of such release or version).

5.2. If the Digibee Integration Platform becomes the subject of an infringement claim under Section 5.1, or in Digibee's opinion is likely to become the subject of such a claim, then Digibee may, at its option and in its sole discretion, (A) replace or modify the Digibee Integration Platform to make it non-infringing or (B) procure the right to continue using the Digibee Integration Platform. If neither alternative is available on commercially reasonable terms, Digibee shall have the right to terminate the Agreement and refund a pro rata portion of any fees paid for the Digibee Integration Platform. The foregoing obligations will be your sole and exclusive remedy for any claims of infringement.

5.3. You shall indemnify and hold harmless Digibee, its officers, agents, employees, affiliates, subsidiaries, assigns and successors in interest from, defend Digibee against, pay any final judgments awarded against Digibee, and pay all of Digibee's reasonable costs and attorneys' fees resulting from any claims, liabilities, losses, suits, and damages asserted by a third party based on:

- (i) your improper or misuse of the Digibee Integration Platform, the Support Services and/or Professional Services (including without limitation, in violation of applicable laws, rules or regulations or the Agreement);
- (ii) Digibee's compliance with your instructions;
- (iii) Digibee's use of trademarks, data or other materials supplied by you;
- (iv) any breach or alleged breach by you of the Agreement; or
- (v) the conduct of any business in connection with use of the Support Services, Professional Services or the Digibee Integration Platform.

5.4. If any third party makes a claim covered by Section 5.1 or Section 5.3 against an indemnitee with respect to which such indemnitee intends to seek indemnification under this Section, such indemnitee shall give notice of such claim to the indemnifying Party, including a brief description of the amount and basis therefor, if known. Upon giving such notice, the indemnifying Party shall be obligated to defend such indemnitee against such claim, and shall be entitled to assume control of the defense of the claim with counsel chosen by the indemnifying Party. The indemnitee shall cooperate fully with and assist the indemnifying party in its defense against such claim in all reasonable respects. The indemnifying Party shall keep the indemnitee fully apprised at all times as to the status of the defense. Notwithstanding the foregoing, the indemnitee shall have the right to employ its own separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of the indemnitee. Neither the indemnifying Party nor any indemnitee shall be liable for any settlement of action or claim effected without its consent. Notwithstanding the foregoing, the indemnitee shall retain, assume, or reassume sole control over all expenses relating to





every aspect of the defense that it believes is not the subject of the indemnification provided for in this Section.

## 6. Term, Renewal, Suspension and Termination.

6.1. The term of this MSA shall continue from the Effective Date until the earlier of (a) expiration of all Order Forms referencing this Agreement or (b) termination of the Agreement as provided in the Agreement.

6.2. The Initial Order Form shall continue for the term set forth in the Initial Order Form (the "**Order Form Initial Term**"). Unless otherwise set forth in the applicable Order Form, the Order Form Term of each Additional Order Form will follow the Order Form Term of the Initial Order Form, preserving a single date for renewal. Upon expiration of the Order Form, the Order Form will automatically renew for additional periods of the same duration of the Order Form Initial Term set forth in the Initial Order Form (each, a "**Renewal Term**", and together with the Order Form Initial Term, the "**Order Form Term**"), unless either Party provides notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the then-current Order Form Term.

6.3. Each Party will have the right to terminate the applicable Order Form(s) upon thirty (30) days prior written notice if the other Party is in material breach of the Agreement, and the breaching Party fails to remedy such breach within such notice period. Notwithstanding the foregoing, Digibee may terminate the entire Agreement and/or the applicable Order Form(s) upon written notice to you if:

- (i) you violate the scope or any restriction on your license under Section 3 above;
- (ii) you violate your obligations hereunder with respect to Confidential Information;
- (iii) a law is subsequently enacted that would render the continued provision of the Digibee Integration Platform, Support Services, or Professional Services illegal or commercially unreasonable; and/or
- (iv) If Digibee concludes, or has a reasonable reason to suspect, that you have breached Section 11.

### 6.4. Effects of Termination:

- 6.4.1. All Pipeline Subscriptions, Support Services and/or Professional Services purchased will be canceled and any outstanding SOWs shall automatically terminate;
- 6.4.2. Digibee is authorized to immediately uninstall the Digibee Integration Platform remotely, if it is installed on your Private Cloud;
- 6.4.3. All content created by you within the Digibee Integration Platform will be deleted;
- 6.4.4. Except for your termination for Digibee's material breach of the Agreement under Section 6.3, upon termination of the Agreement, any remaining amounts due through the Order Form Term must be received by Digibee within 30 days of the date of termination; and
- 6.4.5. Any amounts already paid are non-refundable.

## 7. Confidentiality.

7.1. "**Confidential Information**" means any and all information disclosed by each Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") classified as confidential or not by the Disclosing Party, related to: (i) trade, industrial, or business secrets; (ii) financial data; (iii) accounting data; (iv) technical data; (v) commercial data; (vi) personal data of any nature.

7.2. The Receiving Party shall: (i) maintain and protect the confidentiality of the Confidential Information within a reasonable standard of care; (ii) use the information solely to fulfill the purposes for which the information was disclosed; and (iii) restrict access to confidential information only to individuals who have a



need for such data to fulfill the purpose of this Agreement, provided that they are subject to confidentiality obligations which are no less restrictive than the confidentiality obligations set forth herein. The Receiving Party shall remain responsible for the actions and omissions of such individuals.

7.3. Confidential Information does not include information which is: (i) data that is or becomes publicly available other than as a result of a breach of the Agreement; (ii) data received by a third party not bound by any confidentiality obligation; (iii) data known to the Receiving Party before the date of the Agreement as shown by its written records; or (iv) data independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by the Receiving Party's federal or state regulatory agencies, or a federal or state law or regulation, or a subpoena or court order or agency action that requires disclosure, provided, however, that, if disclosure of Confidential Information is required by any of the foregoing, the Receiving Party shall, unless prohibited by law, regulation or court or agency order, promptly notify the Disclosing Party and, at the Disclosing Party's request and expense, cooperate with the Disclosing Party's efforts, if any, to prevent or limit the disclosure.

7.4. Nothing in this Section shall be construed as a grant or assignment of any right or license in the Disclosing Party's Confidential Information. The Disclosing Party's Confidential Information shall at all times remain the property of the Disclosing Party. At any time the Disclosing Party reasonably requests, and in any event upon the termination or expiration of this Agreement, the Receiving Party shall, at the election of the Disclosing Party, promptly return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, or certify in writing to the Disclosing Party that the Confidential Information has been destroyed, subject to any provisions in this Agreement regarding return or destruction of Your data or as otherwise agreed between the parties for the transfer of your data to a third party.

7.5. The Receiving Party acknowledges that the Disclosing Party has the right to take all reasonable steps to protect the Disclosing Party's Confidential Information, including without limitation, seeking injunctive relief and/or any other remedies that may be available at law or in equity, all of which remedies shall be cumulative and in addition to any rights and remedies available by contract, law, rule, regulation or order. Any requirements for a bond in connection with any such injunctive or other equitable relief are hereby waived by both Parties.

## **8. Intellectual Property.**

8.1. For the purposes of the Agreement, Intellectual Property includes all rights to use or exploit trademarks, patents, designs, methodologies, courses, training materials, know-how, secrets, technologies, copyrights, software, codes, inventions, and knowledge owned, licensed, or developed by either Party or jointly.

8.2. Digibee retains exclusive ownership of the Digibee Integration Platform, including updates, Confidential Information, and all related materials provided to you in connection with the Agreement, except for your uploaded data (the "**Digibee Materials**"). You hereby acknowledge and agree that the Digibee Materials constitute and contain valuable proprietary products and trade secrets of Digibee. The Agreement in no way limits or restricts Digibee or any of its affiliates from developing or marketing on their own or for any third party software or services, as from time to time constituted without payment of any compensation, or delivery of any notice, to you.

8.3. You acknowledge and agree that all general, anonymized or otherwise aggregated information based on data or output from your or your Authorized Users' use of the Digibee Integration Platform are and will remain the property of Digibee.





8.4. To the extent that Digibee receives from you or any of its Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Digibee Integration Platform or any other products or services ("**Feedback**"), Digibee may use, disclose and exploit such Feedback without restriction, including to improve the Digibee Integration Platform and services and to develop, market, offer, sell and provide other products and services.

## **9. Limitation of Liability.**

9.1. IN NO EVENT WILL DIGIBEE (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THE AGREEMENT OR IN CONNECTION WITH ANY SUPPORT SERVICES, PROFESSIONAL SERVICES OR THE DIGIBEE INTEGRATION PLATFORM PROVIDED BY DIGIBEE HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SUPPORT SERVICES, THE PROFESSIONAL SERVICES, THE DIGIBEE INTEGRATION PLATFORM, DATA OR ANY OUTPUT, EVEN IF DIGIBEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9.2. THE TOTAL AGGREGATE LIABILITY, IF ANY, OF DIGIBEE (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THE AGREEMENT, AND/OR THE SUPPORT SERVICES, PROFESSIONAL SERVICES, OR THE DIGIBEE INTEGRATION PLATFORM PROVIDED HEREUNDER (COLLECTIVELY, "**CLAIMS**"), SHALL BE LIMITED TO THE LESSER OF: (A) YOUR DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID BY YOU TO DIGIBEE IN THE MOST RECENT TWELVE (12) MONTH PERIOD.

9.3. DIGIBEE (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM YOUR INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY YOU; OR (B) BY THIRD PARTIES, EVEN IF DIGIBEE WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN.

9.4. YOU ACKNOWLEDGE THAT DIGIBEE HAS SET ITS FEES, AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THE AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## **10. Data Privacy**

10.1. DIGIBEE IS NOT A "DATA CONTROLLER" UNDER APPLICABLE LAW WITH RESPECT TO ANY CONTENT OR PERSONAL DATA CAPTURED BY YOU AND USED IN THE DIGIBEE INTEGRATION PLATFORM FOR ANY PURPOSE.

10.2. YOU ARE THE ONLY "DATA CONTROLLER" WITH RESPECT TO ANY CONTENT OR PERSONAL DATA CAPTURED BY THE YOU AND USED IN THE DIGIBEE INTEGRATION PLATFORM FOR ANY PURPOSE AND MUST



ENSURE THAT THE DATA IN YOUR POSSESSION AND PROCESSED BY YOU IS IN FULL COMPLIANCE WITH APPLICABLE DATA PROTECTION AND PRIVACY LAWS, INCLUDING WITHOUT LIMITATION, LAWS THAT APPLY TO THE USE OR TRANSMISSION OF CONFIDENTIAL INFORMATION, PERSONAL DATA OR PERSONALLY IDENTIFIABLE DATA.

10.3. TO THE EXTENT DIGIBEE PROCESSES ANY PERSONAL DATA ON YOUR BEHALF IN CONNECTION WITH DIGIBEE'S PROVISION OF THE DIGIBEE INTEGRATION PLATFORM IN THE DIGIBEE ENVIRONMENT, DIGIBEE WILL ONLY DO SO AS REQUIRED TO FULFILL ITS OBLIGATIONS HEREUNDER, AND IN ACCORDANCE WITH THE DATA PROTECTION AGREEMENT SET OUT AT [HTTPS://WWW.DIGIBEE.COM/DPA-GLOBAL](https://www.digibee.com/dpa-global) ("**DPA**"). EACH PARTY WILL COMPLY WITH ITS RESPECTIVE OBLIGATIONS UNDER APPLICABLE PRIVACY LAWS AND THE DPA.

## **11. Anti-Corruption**

11.1. Digibee and its affiliates strictly prohibit involvement or tolerance of bribery or any other form of corruption by the Customer. Therefore, the Customer hereby agrees that in all activities related to the Agreement, it will fully comply at all times with the Foreign Corrupt Practices Act ("**FCPA**"), as well as all other anti-bribery laws, anti-corruption laws, or other laws, regulations, or standards with similar purposes, applicable to the Customer or Digibee ("**Anti-Corruption Laws**"), as well as all other laws and/or regulations related to safety, health, environment, money laundering, and slave and/or child labor.

11.2. Customer, along with other entities under the direct or indirect control, wholly or in part, of the Customer, and their respective directors, counselors, employees, or beneficiaries, consultants, representatives, agents, brokers, or other intermediaries, hereby declare and warrant that in all their activities, they have not taken and will not take any action that violates Anti-Corruption Laws. They have not given, paid, offered, promised, or authorized anything of value, directly or indirectly, to any person for improper purposes, including obtaining or retaining business, inducing that person or any other person to act, rewarding them for acting, or securing an advantage, improperly or otherwise.

11.3. Customer, along with other entities under the direct or indirect control, wholly or in part, of the Customer, and their respective directors, counselors, employees, or beneficiaries, consultants, representatives, agents, brokers, or other intermediaries, hereby declare and warrant that they have policies and compliance procedures, including anti-money laundering manuals, employee conduct guidelines, anti-corruption clauses in contracts, supplier risk management, reporting procedures, assessment of acts, and a reporting channel.

## **12. Miscellaneous.**

12.1. If any provision of the Agreement is declared null or not applicable, the other provisions will remain in full force and effect.

12.2. Digibee may assign and/or transfer all or any portion of its rights and obligations under the Agreement to any third party, including but not limited to any of its affiliates, by providing notice to Customer. Customer shall not assign any of its rights or obligations under the Agreement without the prior written consent of Digibee. Notwithstanding the foregoing, Customer may assign the Agreement without consent of Digibee, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets related to the Agreement not involving a direct competitor of Digibee; provided, that the Customer promptly provides notice to the Digibee, and the successor-in-interest agrees in a signed writing to be bound by the terms of the Agreement.

12.3. The provisions of the Agreement consolidate the full understanding of the Parties and prevail over any understandings previously entered into with respect to the subject matter contained herein.



12.4. Any notification regarding the performance of the Agreement, to be made by the Parties involved to each other, may be delivered in person to the address set forth in the Order Form or SOW or sent by e-mail to the e-mail address set forth in the Order Form or SOW.

12.5. Notwithstanding any other provision of this Agreement, no Party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such party or its officers, directors, employees, agents or contractors, including without limitation, acts of State or governmental action, riots, war, terrorism, strikes, lockouts, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, any other acts of God or any third party, the failure of telecommunications equipment or other hardware, any third party software or any third party services (each, a **"Force Majeure Event"**).

12.6. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any conflict of laws principles. Exclusive venue for any course of action arising from, or relating to, this Agreement shall be in the State and Federal courts located in Miami, Florida. By their execution hereof, each of the Parties hereby consents and irrevocably submits to the exclusive jurisdiction of the State and Federal courts located in Miami, Florida, and agrees that any process in any suit or proceeding commenced in such courts under this Agreement may be served by certified or registered mail, return receipt requested, or by Federal Express or other courier service, with the same full force and effect as if personally served and waives any objection based on venue or non-convenient forum. Each of the Parties hereto hereby waives any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense of lack of in personam jurisdiction with respect thereto.

12.7. The Customer authorizes Digibee to use its corporate image, specifically in relation to the application of the Customer's logo, without limitation of territory, free of charge and for the period in which the Agreement is in force, in institutional materials that mention the Client, as belonging to Digibee's client portfolio. Digibee undertakes to use the logo to be sent by the Customer, with the recommendations and standards for visual use, carrying out any updates that may occur in the future, simply by sending a new image file to Digibee's marketing department.

12.8. In the event of any conflicts between this MSA and the terms contained in an Order Form and/or SOW, the terms of the Order Form and/or SOW shall control.

12.9. Customer expressly acknowledges and agrees that Digibee offers various Artificial Intelligence-based features in the Digibee Integration Platform and Services, according to the Terms of Use for AI Functionalities available at <https://docs.digibee.com/documentation/general/terms-of-use-for-ai-functionalities>. Digibee does not use personal data submitted to generate any training models.

12.10. Digibee is acting as an independent contractor in its capacity under the Agreement. Nothing contained in the Agreement or in the relationship between you and Digibee shall be deemed to constitute a partnership, joint venture, or any other relationship between you and Digibee except as is limited by the terms of this Agreement.

12.11. You shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with the Agreement without first complying with all export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or do business, such as the Export Administration Regulations ("**EAR**") maintained by the United States Department of Commerce, trade and



economic sanctions maintained by the United States Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("**ITAR**") maintained by the United States Department of State.