

## End User Terms

Updated May 11, 2026

These End User Terms (this “**Agreement**”) are made by and between DSOA LLC, a Delaware limited liability company (“**DSOA**”, “**Company**”, “**our**”, “**ours**”, “**us**”, or “**we**”), and you, an individual wishing to utilize our Services as an end user (“**you**”, “**your**”, or “**yours**”). DSOA and you may each be referred to as a “**Party**” and together as the “**Parties**”.

We partner with studio owners to help them connect with and serve their members. Some of the services we offer electronically to studio owners may be available for you to access (the “**Services**”) via electronic means (the “**Platform**”).

All access to and use of the Services is subject to this Agreement and our then-current policies relating to the Services for end users, including, without limitation, our [Privacy Policy](#). You are responsible for compliance with all DSOA policies applicable to your access and use of the Services, which are posted to the DSOA website or otherwise provided through the Services.

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS HEREOF, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, WE ARE NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE SERVICES AND YOU MUST NOT ACCESS OR USE THE SERVICES. IF YOU ACCESS OR USE THE SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT.

THIS AGREEMENT IS ENTERED INTO AS OF THE DATE YOU FIRST ACCESS OR USE THE SERVICES (THE “**EFFECTIVE DATE**”). THIS AGREEMENT IS SUBJECT TO CHANGE BY US WITHOUT PRIOR WRITTEN NOTICE AT ANY TIME, IN OUR SOLE DISCRETION. THE LATEST VERSION OF THIS AGREEMENT WILL BE POSTED ON OUR WEBSITE OR OTHERWISE DELIVERED TO YOU ELECTRONICALLY. YOUR CONTINUED USE OF THE SERVICES AFTER A POSTED CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH CHANGES.

- 1. License Grant for Services.** During the term of this Agreement only, we hereby grant to you a non-exclusive, non-sublicensable, non-transferable, revokable, limited license to utilize the Platform and Services, in each case, solely as set forth in this Agreement.
- 2. Modifications to Platform or Services.** DSOA reserves the right, at any time, to modify the Platform or Services, or any part thereof.
- 3. Suspension of Your Access to Services.** Without limiting our right to terminate this Agreement, we may immediately and indefinitely suspend your access to the Services, including, without limitation, access to End User Data (as defined below), by providing notice to you, upon any actual, threatened, or suspected breach of this Agreement or any Applicable Law, or upon any other conduct deemed by us in our sole discretion to be inappropriate or detrimental to the Services, DSOA, or any other DSOA end user or customer, until such breach or inappropriate conduct is cured by you. For purposes of this Agreement, “**Applicable Law**” means all laws, rules, regulations, rulings, decrees, directives, or other requirements of any governmental authority, and all current industry self-regulatory principles that (a) apply to the Services; (b) relate to the Parties’ rights and obligations in this Agreement, as may be amended or otherwise revised; or (c) apply to the collection, processing, and storage of Personal Data.

#### 4. Your Use of Services.

**a. Your Account.** Once invited by a studio, you will be granted access to the Services through your own unique account (the “**Account**”). In some cases, your registration may be pending review by a third party (e.g., the studio) who administers the part of the DSOA website relevant to you. Until you are approved, you will not have access to the password protected community areas of the website. This decision is not made by DSOA. DSOA makes no guarantee that you will be approved in a timely manner or that you will be approved at all. Under no circumstances shall DSOA be held responsible for delayed or withheld approval of your registration. You expressly agree that you will not allow any use of or access to the Platform or Services by anyone other than yourself, and any such use or access will be consistent with the terms, conditions, and restrictions set forth in this Agreement.

**b. User IDs.** You may be provided with or may create a user identification and will select a password (each such user identification and password, a “**User ID**”). Each User ID is personal in nature and may be used by you alone. You are solely responsible for (i) all use of the Platform and Services through your Account and (ii) any actions through your Account, including any purchases. You will use best efforts to protect the security and confidentiality of your User ID. You will notify us immediately if your User ID is lost, stolen, or otherwise compromised, or of any other unauthorized use of or access to your Account. You acknowledge that you are fully responsible for all losses, damages, liabilities, penalties, costs, purchases, charges, fees, and expenses incurred, and all electronic information transferred, stored, modified, communicated, or shared through, use of your User ID (whether lawful or unlawful) and your Account.

**c. Restrictions on Use of Platform and Services.** You will not, and will not permit any third-party to, directly or indirectly: (i) use or access the Platform or Services, in whole or in part, except as expressly provided in this Agreement; (ii) use the Platform or Services in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Platform or Services; (iii) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter the Platform or Services; (iv) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Platform or Services; (v) (A) interfere with, disrupt, or attempt to gain unauthorized access to the servers or networks connected to the Platform or Services, (B) violate the regulations, policies, or procedures of such networks, or (C) interfere in any manner with the operation or hosting of the Platform or Services; (vi) access, or attempt to access, the Platform or Services by means other than through the interface that is provided by us; (vii) use automated scripts to collect information from or otherwise interact with the Platform or Services; (viii) use the Platform or Services to intimidate, discriminate against, or harass any other people or entities; (ix) alter, modify, reproduce, create derivative works of the Platform or Services; (x) except as otherwise specifically set forth herein, distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to use or access the Platform or Services, including providing outsourcing, service bureau, hosting, application service provider, or on-line services to any third-party, or otherwise making the Platform or Services, or use of or access thereto, available to any third-party; (xi) use the Platform or Services (A) for the benefit of a third-party, (B) other than for their intended purposes, or (C) to build a competitive product or service; (xii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Platform or Services; (xiii) remove, obscure, or alter any proprietary rights notices (including copyrights and trademark notices) that may be contained in, or displayed in connection with, the Platform or Services; or (xiv) use or access the Platform or Services in violation of any Applicable Laws.

**d. Third-Party Applications.** If you install or enable Third-Party Applications for use with the Platform and/or Services, you acknowledge that we have no responsibility for the interoperability of any such Third-Party Application with the Platform or Services, and that if any such Third-Party Application becomes inoperable, or causes all or any portion of the Platform or Services to become inoperable, we shall have no liability or obligation whatsoever to you therefor. For purposes of this Agreement, “**Third-Party Applications**” means online or mobile applications and any other online or offline software products that are provided by third parties, and that interoperate with, or purport to interoperate with, the Platform and/or Services.

#### 5. End User Data

**a. Definitions.** For purposes of this Agreement:

**i. “Data Protection Laws”** means all laws and regulations relating to or impacting the processing, privacy, or security of Personal Data, in each case as may be amended or replaced from time to time.

ii. **“End User Data”** means all electronic information, including, without limitation, any videos, photos, images, voice records, and transcriptions, transferred, stored, modified, communicated, or shared through (i) your Account, (ii) your use of, or access to, the Platform or Services, or (iii) otherwise provided to or accessed by DSOA for the purposes set forth under this Agreement; in each case, including any Personal Data relating to you.

iii. **“Personal Data”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly to, a natural person, including information that meets the definition of “Personal Data,” “personal data,” “personally identifiable information,” “sensitive Personal Data” or similar term under applicable Data Protection Laws.

**b. License; Title and Non-Infringement.**

i. **License.** For the term of this Agreement, you hereby grant to us a non-exclusive, non-sublicensable, non-transferable, revokable, limited license in and to End User Data, for the sole purpose of us providing Services under this Agreement. As between you and DSOA, you own and retain all of your rights in and to End User Data and you do not convey any proprietary interest therein to DSOA other than the licenses set forth herein.

ii. **Title and Non-Infringement.** You represent and warrant to us that (i) you have all necessary right, title, interest, authorization, and consent necessary to allow us to access and use End User Data for the purposes for which you provide End User Data to us hereunder, including the transfer, storage, modification, communication, and processing of End User Data, and (ii) that all End User Data was lawfully acquired and its use hereunder does not and will not constitute an infringement, violation, or misappropriation of the rights of any third-party, including, without limitation, intellectual property rights.

c. **Content Restrictions.** You represent and warrant to DSOA that none of the End User Data or the use of End User Data as contemplated by this Agreement: (i) violates the terms of this Agreement or Applicable Law; (ii) is libelous, defamatory, obscene, abusive, pornographic, threatening, harmful, or an invasion of privacy; (iii) is illegal or advocates illegal activity; (iv) is an advertisement or solicitation of funds, goods, or services; (v) is false, misleading, or inaccurate; or (vi) is or could be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message, or disruptive advertisement. Except as expressly set forth herein, you will be solely responsible for all End User Data transferred, stored, modified, communicated, or shared by you, or that we may receive, collect, or obtain, in each case, through your Account or your use of, or access to, the Platform or Services. You acknowledge that, to the extent you grant access to End User Data to any third-party, including without limitation, to providers of Third-Party Applications, you are solely responsible for all use of and access to End User Data by such third-party. We shall have no responsibility for any such activity, or the actions taken or not taken by any third-party to whom you have granted any such use or access. We may take remedial action if any End User Data violates the terms of this [Section 5\(c\)](#), including the deletion thereof; provided, that we are under no obligation to review any End User Data for compliance with these terms.

**d. DSOA’s Access and Use of End User Data.**

i. **Security.** To protect End User Data, we shall implement and maintain administrative, technical, physical, and organizational safeguards regarding security, continuation, backup, and disaster-recovery that are consistent with industry standards and practices and comply with Applicable Law, including Data Protection Laws, in connection therewith.

ii. **Usage Restrictions.** Except as (i) expressly permitted under this Agreement, (ii) requested or approved in writing by you (email to suffice), including in connection with any end user support matters, or (iii) in order to provide or improve Services to you, including to prevent or address any service or technical problems, we shall not access or modify End User Data, or disclose End User Data to any third-party.

iii. **Return of End User Data.** We will, for a period of thirty (30) days following the termination or expiration of this Agreement, make available to you, at your request, a file of all End User Data. After such thirty (30) day period, we will have no obligation to maintain or provide any End User Data and may thereafter, unless legally prohibited, delete all End User Data in our Systems or otherwise in our possession or control.

**iv. Use of Aggregated Anonymous Data.** Notwithstanding anything in this Agreement to the contrary, we may (i) collect and process information to generate and process Aggregated Anonymous Data, and (ii) freely use and make available Aggregated Anonymous Data for the purpose of (A) improving, testing, maintaining, and operating the Platform and Services, (B) developing future products and services, and (C) marketing and promoting the Platform and Services, and any future products and services, to customers and potential customers. We are and shall remain the sole and exclusive owner of all right, title, and interest in and to all Aggregated Anonymous Data, including all intellectual property rights related thereto, and may freely use all Aggregated Anonymous Data during the term of this Agreement and thereafter, without compensation or notice to, or approval of, you. For the purposes of this Agreement, “**Aggregated Anonymous Data**” means any of the following information as has been aggregated with other similar information of other end users of DSOA and anonymized so that it does not reveal any personally identifying information or information identifying you: (i) information related to how DSOA end users are using the Platform and Services; and (ii) information related to the performance of the Platform and Services.

**6. Third-Party Content.** DSOA is a distributor and not a publisher of any content supplied by third parties and posted or made available through the Platform or Services by third parties (“**Third-Party Content**”). Third-Party Content represents the opinions and judgments of a user or third party who created or posted such Third-Party Content. Any opinions, advice, statements, services, offers, or other information that constitute part of Third-Party Content expressed or made available by third parties, including by partners, sponsors, advertisers, service providers, licensors, or any other user of the DSOA website, Platform, or Services, are those of the respective authors or distributors and not of DSOA, its affiliates, or their officers, directors, employees, or agents. Neither DSOA nor its affiliates or any of their officers, directors, employees, or agents, guarantees the accuracy, completeness, or usefulness of any Third-Party Content, nor its merchantability or fitness for any particular purpose. DSOA neither endorses nor, to the fullest extent permitted by Applicable Law, is responsible for any opinion, advice, or statement by anyone, including DSOA employees. Under no circumstances shall DSOA, its affiliates, or their officers, directors, employees, or agents be liable for any loss or damage caused by your or any third party’s reliance on any Third-Party Content.

## **7. DSOA’s Intellectual Property**

**a. General.** You understand and agree that the Platform and Services are licensed, not sold. Nothing in this Agreement conveys to you any rights of ownership in or related to the Platform or Services, or any intellectual property rights therein, which may include, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, generalized features of the structure, sequence, and organization of the Platform, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence, and methods of operation. Except as expressly set forth herein, DSOA alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Platform and Services, including, without limitation, any modifications or enhancements thereto, or any derivatives thereof. For the avoidance of doubt, all licenses granted under this Agreement with respect to the Platform and Services shall automatically terminate upon the termination or expiration of this Agreement.

**b. Improvements.** You understand and agree that DSOA shall be entitled to use and incorporate into the Platform and Services and any future products or services, for you as well as any of its other end users, customers, or future end users or customers, any suggestions, enhancement requests, recommendations, or other feedback provided by you, relating to the Platform or Services (“**Improvements**”), and DSOA shall have no obligations to you or any third-party for any such use or incorporation.

**8. Purchases through Your Account.** You agree to pay for all purchases, fees, charges, and expenses incurred through your Account in connection with any services or products purchased through the Platform or Services (collectively, “**Purchases**”). Unless specified when you make a Purchase, you understand that DSOA is not the actual provider or seller of the services and products available for purchase through the Platform or Services. Your studio or other third party is the provider or seller. You agree that DSOA (nor its affiliates or their respective officers, directors, employees, or agents) will be responsible for any claim related to Purchases, including, without limitation, any breach of contract or breach of warranty claims. Unless otherwise specified on the Platform or through the Services, payment shall be due at the time of purchase. If you have specified a credit card or a debit card, or direct withdrawal from a bank account, as an applicable payment method, you grant DSOA, including through any third-party payment processor (“**Payment Processor**”), the right to charge such credit card or debit card, or draw funds from such bank account, for all Purchases incurred through your Account. The processing of payments or credits, as applicable, in connection with your use of the Platform and/or Services will be subject to the terms, conditions, and privacy

policies of the Payment Processor and your debit or credit card issuer, or bank, in addition to these End User Terms. DSOA is not responsible for any errors by the Payment Processor. In connection with your use of the Services, DSOA will obtain certain transaction details, which DSOA will use solely in accordance with its [Privacy Policy](#). Except as expressly set forth in these End User Terms, all Purchases will be in U.S. dollars and non-refundable once paid (including upon any termination or suspension of your Account). We are not responsible for the pricing for any services and products. Pricing for any services or products may increase at any time. You will be responsible for all use, sales, and other taxes imposed on Purchases.

**9. Term.** This Agreement begins on the Effective Date and terminates when your Account is terminated or deleted or your access and/or use of the Services ceases, whichever is earlier.

**10. Termination.** You may choose to terminate or delete your Account at any time. If you require any assistance in the termination of your Account, please contact [hello@dsoa.com](mailto:hello@dsoa.com) or your studio. DSOA may terminate or delete your Account as provided in this Agreement, including your breach of any of the terms of this Agreement. Upon a termination of this Agreement, DSOA shall terminate your access to the Services and you shall discontinue all use of the Services. DSOA shall delete all End User Data in its possession or under its control in accordance with the terms of this Agreement. All sections of this Agreement, which by their nature should survive the termination of this Agreement, will so survive, subject to any survival periods specified therein. Termination of this Agreement shall not relieve you of any outstanding payment obligations relating to any Purchases still owing under this Agreement.

**11. Disclaimer.** DSOA DOES NOT WARRANT THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT THE PLATFORM AND SERVICES ARE PROVIDED “AS IS”, AND DSOA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, IN EACH CASE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL DSOA BE RESPONSIBLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL DSOA (NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) HAVE ANY LIABILITY WITH RESPECT TO ANY LOSS OR INACCURACY OR CORRUPTION OF DATA, INCLUDING END USER DATA, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY.

## **12. Third-Party Indemnification**

**a. Indemnification by DSOA.** We shall indemnify, defend, and hold you harmless, from and against any and all losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorney’s fees) (collectively, “**Losses**”) arising from any third-party claim, suit, action, or proceeding (each, a “**Third-Party Claim**”) brought against you alleging that the Platform or Services provided by us infringes, violates, or misappropriates any intellectual property rights of such third-party. Notwithstanding anything in this Agreement to the contrary, you understand and agree that we (nor our affiliates or our or their respective officers, directors, employees, or agents) shall have no liability or obligation whatsoever to you (under this [Section 12\(a\)](#)) or otherwise with respect to any Third-Party Claim based upon or resulting from: (i) any use of the Platform or Services not strictly in accordance with the terms of this Agreement; (ii) alterations, combinations, or enhancements of the Platform or Services not created by us, including without limitation, the use of any Third-Party Applications; or (iii) any intellectual property right in which you have an interest (each, an “**Uncovered Use**”). If you seek indemnification under this [Section 12\(a\)](#), you must provide us with written notice of any Third-Party Claim within thirty (30) days of the date you are first made aware of such Third-Party Claim. We will immediately take control of the defense and investigation of such Third-Party Claim and will employ counsel of our own choosing. You may participate in and observe the proceedings at your own cost and expense with counsel of your own choosing. You must cooperate with us in the defense and/or settlement of any Third-Party Claim, at our expense. We reserve the right to settle any Third-Party Claim if we pay the entire amount of such settlement; otherwise, we must have your consent, which cannot be unreasonably withheld, delayed, or conditioned.

**b. Infringing Materials.** If the Platform or Services, or any portion thereof, in our opinion, or as held by a court of competent jurisdiction, infringes, violates, or misappropriates any intellectual property rights of any third-party, or is likely to so infringe, violate, or misappropriate, we may, at our option and at no cost to you, (i) obtain a license for your right to continue using the Platform or Services, or (ii) replace or modify the Platform or Services so that it no longer infringes, violates, or misappropriates any such intellectual property rights. If neither of the foregoing options are reasonable available or

commercially practicable, we may terminate this Agreement upon written notice to you. This Section 12(b) shall not apply to the extent such infringement, violation, or misappropriation arises, in whole or in part, from any Uncovered Use.

**c. Indemnification by You.** You shall indemnify and hold harmless us, our affiliates, and our and their respective officers, directors, employees, and agents, from and against any and all Losses arising from any Third-Party Claim brought against us (or our affiliates or our or their respective officers, directors, employees, or agents) alleging or arising out of: (i) that the End User Data (A) violates Applicable Law or (B) infringes, violates, or misappropriates any intellectual property rights of such third-party; (ii) your breach of any of your representations, warranties, or obligations under this Agreement; or (iii) your violation of any Applicable Law related to your access or use of the Services. We will control the defense, settlement, and investigation of such Third-Party Claim and will employ counsel of our own choosing.

**d. Exclusive Remedy.** This Section 12 (Third-Party Indemnification) states the indemnifying Party's sole liability to, and the indemnifying Party's exclusive remedy against, the other Party for any type of claims described in this Section 12.

**13. Exclusion of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL DSOA (NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) HAVE ANY LIABILITY TO YOU FOR (A) ANY CLAIM OF LOST PROFITS, REVENUES, GOODWILL, OR (B) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, IN EACH CASE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT DSOA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**14. Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT, MISREPRESENTATION, OR UNDER ANY OTHER THEORY OF LIABILITY) OF DSOA (INCLUDING ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF: (I) THE AMOUNT OF PURCHASES MADE BY YOU IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO SUCH CLAIM, AND (II) \$100.

**15. Disputes Between the Parties.** All claims or disputes between the Parties, whether in contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement (each, a "**Dispute**") will be resolved solely in accordance with the terms of this Section 15. In the event of a Dispute, the Parties hereby agree that (i) both Parties will first attempt, in good faith, to resolve such Dispute through direct negotiation for at least thirty (30) days following the disputing Party's giving of notice to the other Party as provided in Section 21 (Notices), and (ii) in the event a Dispute cannot be resolved during that time period, each Party hereby agrees and covenants that it will submit to binding arbitration before a single arbitrator in the State of Delaware in accordance with the Streamlined Arbitration Rules and Procedures of JAMS, which shall administer the arbitration. In the event of arbitration, each Party will bear its own costs of such arbitration, including its own attorney's fees and its equal share of arbiter fees. The Parties and their representatives will hold the existence, content, and results of the arbitration in confidence. The arbiter shall not consider punitive damages. The arbiter does not have the authority to alter or modify the terms of this Agreement. Notwithstanding the foregoing, each Party reserves the right to seek an injunction or other equitable relief in court to prevent or stop a breach of this Agreement or a violation of rights either Party has under law, at its own expense, including attorney's fees.

**16. Statute of Limitations.** No claim, suit, action, proceeding or other form of litigation of any kind ("**Action**"), regardless of form, may be brought or asserted by one Party against the other Party under this Agreement more than one (1) year after the cause of such Action became known to the potential claimant or should have been known to the claimant based on the surrounding circumstances.

**17. No Third-Party Beneficiaries.** Except as expressly provided herein, this Agreement (i) is entered into by and between, and may be enforced only by, the Parties hereto, and (ii) will not be deemed to (A) create any rights in third parties (other than the Parties' permitted successors and assigns and any persons or entities expressly entitled to indemnity hereunder), including without limitation, a Party's affiliates and their respective officers, directors, employees, and agents, or (B) create any obligations of a Party (nor its affiliates or their respective officers, directors, employees, or agents) to any such third parties.

**18. Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, DSOA may assign this Agreement

in its entirety, without your consent, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

**19. Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed and construed in accordance with applicable United States federal law and the laws of the State of Delaware, without regard to conflict of laws principles. The Parties hereby submit to the jurisdiction of, and waive any venue objections against, the federal and state courts of the State of Delaware for any Action arising out of or relating to this Agreement or the negotiation, validity, or performance of this Agreement.

**20. Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**21. Notices.** Notices to DSOA shall be sent to [hello@dsoa.com](mailto:hello@dsoa.com) with copies to [legal@togetherwork.com](mailto:legal@togetherwork.com). Notices to you shall be sent to the primary email address associated with your Account or use of the Services. Notices shall be deemed received on the next business day after being sent.

**22. Severability.** If any provision of this Agreement is held by a court or arbiter of competent jurisdiction to be contrary to law, the provision will be modified by the court or arbiter and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement will remain in effect.

**23. Waiver.** No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is to be enforced.

**24. Entire Agreement.** This Agreement, including any terms or policies referenced herein, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, quotes, understandings, and communications, whether written or oral. In the event of any conflict between the terms of any of the foregoing, the order of precedence shall be: (a) this Agreement, (b) any schedules or exhibits hereto, and (c) any terms or policies referenced herein.