

Terms of Use

Updated May 11, 2026

These Terms of Use (this “**Agreement**”) is made by and between DSOA LLC, a Delaware limited liability company (“**DSOA**”, “**Company**”, “**our**”, “**ours**”, “**us**”, or “**we**”), and you, an entity or other organization wishing to utilize our Services (“**Customer**”, “**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 setup, manage, scale, and improve their operations. We offer a variety of software services (“**Software**”) as well as coaching, training, and learning opportunities (“**Programs**”); and the Software, collectively with the Programs, the “**Services**”). We may refer to the “**Platform**” as any electronic means where the Services are available for you to access and/or use.

All access to and use of the Services is subject to this Agreement as well as any other written or electronic agreements that apply to specific Services (“**Terms of Purchase**”), including terms posted or otherwise made available on the DSOA website at <https://dsoa.com/> and any other websites we own and which you visit (collectively, the “**Website**”). If you purchase any Services where Terms of Purchase are presented, then your access to and use of those Services is also subject to those Terms of Purchase.

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 AND AGREE TO BE BOUND BY THIS AGREEMENT.

THIS AGREEMENT IS ENTERED INTO AS OF THE DATE YOU FIRST ACCESS OR USE THE SERVICES AFTER THE DATE OF LAST UPDATE ABOVE (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. **Definitions.** Capitalized terms have the meanings below or as otherwise provided in this Agreement.
 - a. “**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; or (c) apply to the collection, processing, and storage of Personal Data.
 - b. “**Documentation**” means the description of the Software, including any specifications, requirements, training guides, webinars, or manuals, and any other information about installation, configuration, interoperability, and use, including any updates thereto, in each case, as provided or made available by or on behalf of DSOA.
2. **License Grant.** During the term of your subscription to the applicable Services, we hereby grant to you a non-exclusive, non-sublicensable, non-transferable, revokable, limited license to utilize the Platform and Services, solely as set forth in this Agreement and any applicable Documentation. This license shall automatically terminate upon the termination or expiration of the relevant subscription. You will be solely responsible, at your own expense, for acquiring, installing, and maintaining any hardware, additional software, and other equipment as may be necessary for you to connect to, access, and utilize the Platform and Services.

3. Modifications to Platform or Services. DSOA reserves the right, at any time, to modify the Platform or Services, or any part thereof, subject to the terms of this Agreement.

4. Customer's Use of Services.

a. Customer Account; Users. You will be granted access to the Services through your own unique account (the "Account"). You may authorize designated employees within your organization to access the Services through your Account (each such individual, as applicable, a "User" of your Account). You expressly agree that you will not allow any use of or access to the Platform or Services by anyone other than your authorized Users, and any such use or access will be consistent with the terms, conditions, and restrictions set forth in this Agreement.

b. User IDs. You and each User will be provided with 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 only by the applicable User. You are solely responsible for (i) all use of the Platform and Services through your Account, (ii) the actions of each User of your Account, including, without limitation, any purchases made, and (iii) compliance by each User with the applicable terms of this Agreement. You will use commercially reasonable practices to protect the security and confidentiality of each User ID. You will notify us immediately if any 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, and expenses incurred, and all electronic information transferred, stored, modified, communicated, or shared through, use of each User ID (whether lawful or unlawful) and your Account.

c. Restrictions on Use. You will not, and will not permit any User or 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 any Systems (as defined below); (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 your own internal business purposes, or (C) to build a competitive product or service, including without limitation, internal tools; (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 Software, you acknowledge that we have no responsibility for the interoperability of any such Third-Party Application with the Platform or Software, and that if any such Third-Party Application becomes inoperable, or causes all or any portion of the Platform or Software 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 Software.

e. Links to other Websites. Links to other websites may be provided for your convenience on our Website. We disclaim all responsibility and liability for the content or accuracy of information and other materials on these websites. In addition, we disclaim all responsibility and liability for your access or use of linked websites or the services they may offer. You must obtain our prior, written consent (email to suffice) to embed or otherwise make available links to our Website.

f. Beta Services. From time to time, we may invite you to try products and/or services, which are not generally available to the public or other DSOA customers and offered on a trial basis, without charge (“**Beta Services**”). You may accept or decline to try any Beta Services at your sole discretion. Any Beta Services will be clearly designated as ‘beta’, ‘pilot’, ‘limited release’, ‘developer preview’, ‘non-production’ or with a description of similar import. Beta Services are provided for evaluation purposes only and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. BETA SERVICES ARE NOT CONSIDERED PART OF THE PLATFORM, SOFTWARE, OR SERVICES DELIVERED UNDER THIS AGREEMENT AND ARE PROVIDED “AS IS”, WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER. We may, in our sole discretion: (a) discontinue any Beta Services at any time; (b) decide not to make any Beta Services generally available; and (c) make changes to any Beta Services prior to releasing them to the public and/or other DSOA customers.

5. Customer Data

a. Definitions. For purposes of this Agreement:

i. “Customer Data” means all electronic information transferred, stored, modified, communicated, or shared through (i) your Account, (ii) your, Users’, or end-users’ 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 (as defined below) relating to you, any User, or any of your members, customers, service providers, employees, contractors, recipients, or agents.

ii. “Personal Data” has the meaning set forth in the DPA (as defined below).

We understand and agree that Customer Data and Personal Data shall each be considered “Confidential Information” for purposes of [Section 7](#) (Confidentiality).

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 Customer 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 Customer Data, including all data, analyses, and other results obtained from your use of the Platform and Services, in each case, through your processing of Customer 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 Customer Data for the purposes for which you provide Customer Data to us hereunder, including the transfer, storage, modification, communication, and processing of Customer Data, and (ii) that all Customer 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 Customer Data or the use of Customer 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 Customer Data transferred, stored, modified, communicated, or shared by you or any User or end-user, or that we may receive, collect, or obtain, in each case, through your Account or your, Users’, or end-users’ use of, or access to, the Platform or Services. You acknowledge that, to the extent you or any User grants access to Customer Data through the Services to any third-party, including without limitation, to providers of Third-Party Applications, you are solely responsible for all use of and access to Customer 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 or such User has granted any such use or access. We may take remedial action if any Customer Data violates the terms of this [Section 5\(c\)](#),

including the deletion thereof; provided, that we are under no obligation to review any Customer Data for compliance with these terms.

d. DSOA's Access and Use of Customer Data.

i. Definitions. For purposes of this Agreement:

"Systems" means websites, mobile or tablet devices, sites, applications and other digital properties, services, platforms, software, servers, computers, hardware, firmware, middleware, networks, computer systems, workstations, data communication lines, routers, hubs, switches, magnetic, optical or electrical data storage devices, and all other information technology equipment.

"Aggregated Anonymous Data" means any of the following information as has been aggregated with other similar information of other customers of DSOA and anonymized so that it does not reveal any personally identifying information or information identifying you: (i) information related to how DSOA customers are using the Platform and Services; and (ii) information related to the performance of the Platform and Services.

ii. Data Processing. If, and only if, we process Personal Data on your behalf in the course of providing the Services, the Parties agree to comply with the terms of the Data Processing Addendum ("**DPA**") found at <https://www.dsoa.com/data-processing-agreement>, which is hereby incorporated into this Agreement.

iii. Security. To protect Customer Data, we shall (i) 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, and (ii) only access and use your Systems to the extent necessary to perform the Services.

iv. 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 customer support matters, (iii) in order to provide or improve Services to you, including to prevent or address any service or technical problems, or (iv) compelled by law in accordance with [Section 7\(d\)](#) (Compelled Disclosure), we shall not access or modify Customer Data, or disclose Customer Data to any third-party.

v. Return of Customer 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 Customer Data in one of the following formats: Access, Excel, comma separated value (.csv) file, or Microsoft SQL Server backup. After such thirty (30) day period, we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our Systems or otherwise in our possession or control.

vi. 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 other 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.

6. Intellectual Property

a. DSOA's Intellectual Property.

i. 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 of Platform. 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 or the end of the subscription term for any particular Service, whichever is sooner.

ii. 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 customers or future customers, any suggestions, enhancement requests, recommendations, or other feedback provided by you, Users or end-users, relating to the Platform or Services (“**Improvements**”), and DSOA shall have no obligations to you, Users, end-users or any third-party for any such use or incorporation. You agree to execute and deliver, or cause to be executed and delivered, to DSOA such instruments and documents, and to take such other actions, as DSOA, at DSOA’s expense, may reasonably request for the purpose of evidencing, establishing, documenting, or otherwise supporting DSOA’s intellectual property rights in and to any such Improvements.

b. Customer’s Intellectual Property. You hereby grant to DSOA a non-exclusive, non-sublicensable, non-transferable, revokable, royalty-free, limited license to use and display your name, trade name, service mark, logo, and other trademarks, solely for the purpose of facilitating your use of the Platform and Services as contemplated by this Agreement. As between DSOA and you, you own all rights, title, and interest in and to any such names, trade names, service marks, logos, and other trademarks, as well as any other materials and information, which are provided by or on your behalf to DSOA in connection with the Services hereunder. DSOA shall not use any such materials and information, in whole or in part, for any other purpose other than as required to provide the Platform and Services in accordance with the terms and conditions of this Agreement. This license shall automatically terminate at the termination or expiration of this Agreement. You understand and agree that the foregoing terms shall not in any manner limit any different or broader licenses you may grant or have granted to us in any Terms of Purchase.

7. Confidentiality

a. Disclosure. In connection with the performance of its obligations under this Agreement, each Party (the “**Disclosing Party**”) may, from time to time, disclose to the other Party, or the other Party may be given access to (the “**Receiving Party**”), certain Confidential Information, including but not limited to, (i) trade secrets, business, financial, technical, and other material and non-public information and intellectual property, in written or other tangible form, or orally, and (ii) information with respect to which the Receiving Party has a reasonable basis to believe is confidential, including but not limited to, any documentation, data, or information which would, under the circumstances, appear to a reasonable person to be confidential or proprietary (collectively and individually, “**Confidential Information**”).

b. Confidentiality Obligations. The Receiving Party, and its affiliates, shareholders, members, partners, directors, officers, employees, agents and representatives (collectively, “**Representatives**”), shall maintain all Confidential Information of the Disclosing Party in strict confidence, shall refrain from using or misappropriating the same (either in whole or in part) for any purpose whatsoever, shall take all reasonable precautions to prevent disclosing any part thereof to any third-party, and shall not, except as otherwise may be reasonably necessary for fulfilling its obligations under this Agreement, copy, extract, or otherwise duplicate any Confidential Information (either in whole or in part) without the prior written consent of the Disclosing Party. Receiving Party’s obligation to maintain in confidence all Confidential Information of the Disclosing Party shall include, but not be limited to, exercising at least the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, which, for the elimination of doubt, shall be no less than reasonable care. Furthermore, the Receiving Party shall limit the dissemination of, and access to, all Confidential Information only to such Representatives who have a legitimate need to know. Notwithstanding the foregoing, the Receiving Party shall not disseminate Confidential Information to any Representative until such Representative has agreed to be bound by confidentiality obligations no less stringent than those contained herein.

c. Exceptions to Restrictions. The confidentiality, non-use, and non-disclosure obligations of the Receiving Party shall not apply to any Confidential Information which the Receiving Party can document: (i) was in the Receiving Party’s possession prior to disclosure by Disclosing Party, provided that such information is or was not, to Receiving Party’s knowledge, subject to

another confidentiality agreement, and is not and was not prohibited from being disclosed by any other contractual, legal, or fiduciary obligation; (ii) is, as of the date of this Agreement, in, or hereafter enters, the public domain through no fault or action of the Receiving Party or its Representatives; (iii) is obtained by the Receiving Party from a third-party which is not subject to any legal restriction on its right to use and disclose such information; (iv) has been independently acquired or developed by the Receiving Party without reference to the Confidential Information, in whole or in part, and without violating any of its obligations under this Agreement; or (v) is disclosed with the prior written consent of the Disclosing Party. In addition, notwithstanding any other provision contained in this [Section 7](#), unless you tell us not to in writing (email to suffice), we are permitted to disclose that you are one of our customers to any third-party at our sole discretion (including, without limitation, by including your name and logo in customer lists that may be made available on our website or in our marketing materials).

d. Compelled Disclosure. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may make disclosures required by court order or the order of an administrative agency or other governmental body; provided, however, that the Receiving Party must provide prompt and reasonable notice of such order to the Disclosing Party to enable the Disclosing Party, at its own cost, to seek a protective order, participate in the proceeding, or otherwise prevent or restrict such disclosure. Notwithstanding the foregoing, in the event of any compelled disclosure, the Receiving Party shall limit such disclosure to the minimum necessary to comply with such order.

e. Proprietary Interest. Each Party acknowledges and agrees that all Confidential Information is and shall remain the exclusive property of the Disclosing Party. No right or license, either express or implied, is granted to the Receiving Party pursuant to this Agreement, other than the limited right of the Receiving Party to access or utilize such Confidential Information as provided in this Agreement.

f. Injunctive Relief. Each Party hereby acknowledges and agrees that the Confidential Information constitutes unique and valuable assets of the Disclosing Party. Each Party further acknowledges that, because of the unique nature of the Confidential Information, monetary damages may be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this [Section 7](#). Accordingly, each Party agrees and acknowledges that any violation of the terms of this [Section 7](#) may cause irreparable damage to the Disclosing Party and, therefore, that in addition to any other legal remedies or equitable relief available to the Disclosing Party for any breach of this [Section 7](#), the Disclosing Party shall be entitled to seek, from a court of appropriate jurisdiction, specific performance in the form of injunctive relief to prevent, inhibit, or enjoin any actual, suspected, or threatened violation of the terms of this [Section 7](#) by the Receiving Party or its Representatives, without the necessity of posting a bond.

g. Destruction of Information. Upon the expiration or termination of this Agreement, or upon the earlier, written request of the Disclosing Party (email to suffice), the Receiving Party shall immediately destroy any Confidential Information that the Receiving Party received in written, electronic, or other tangible form (including all copies and electronic reproductions thereof). Notwithstanding the foregoing, nothing in this Agreement shall require the alteration, modification, deletion, or destruction of back-up tapes or other comparable electronic records made in the ordinary course of business pursuant to the Receiving Party's or its Representatives' respective electronic information systems. Additionally, Receiving Party shall only be required to use reasonable efforts to search for and destroy copies of routine emails between Representatives, but it shall not be required to conduct exhaustive electronic discovery for such emails that do not contain attachments containing Confidential Information. Notwithstanding the return, destruction, or deletion of Confidential Information pursuant to this [Section 7\(g\)](#) by the Receiving Party and its Representatives, the Receiving Party and its Representatives shall continue to be obligated to maintain the confidentiality of, and not use for any purpose not described in or permitted by this Agreement, any Confidential Information retained or archived by the Receiving Party or its Representatives, in accordance with the terms of this [Section 7](#).

h. Survival of Confidentiality Obligations. The confidentiality, non-use, and non-disclosure obligations of the Receiving Party under this [Section 7](#) shall expire on the date that is two (2) years after the termination or expiration of this Agreement, except (i) as provided in the DPA, and (ii) for any Confidential Information that constitutes a trade secret, which shall survive for as long as such Confidential Information remains a trade secret under Applicable Law.

8. Fees

a. General. DSOA shall charge you the fees, charges, and expenses for the Services (collectively, "**Fees**"), at the frequency and in the manner set forth on the Terms of Purchase or otherwise disclosed to you at the time of purchase via the

Website, to the form of payment you provide to us. Unless expressly set forth on the applicable Terms of Purchase or in this Agreement, Fees are non-refundable. For Services which are subscription-based, Fees will update to the then-current subscription pricing at the start of your next renewal term, which may be higher than the Fees for your current subscription term. You may not downgrade any subscription-based Services (including, without limitation, changing an annual subscription term to a month-to-month subscription) until the end of the then-current term.

b. Suspension or Termination of Service. If you are not current on payment for any Services, including any periodic payment for subscription-based Services, we reserve the right to suspend or terminate your access to such Services until such amounts are paid in full.

c. Taxes. Except as otherwise stated, if and to the extent any payments due by you to DSOA hereunder are subject to any applicable value added, goods and services, sales, use, consumption, or other similar taxes imposed by a governmental authority, whether federal, state, local, or non-U.S. (“**Taxes**”), arising from DSOA’s performance of the Services and for which you are liable under Applicable Law, DSOA shall charge and you shall pay to DSOA such Taxes. Notwithstanding the foregoing, DSOA will not invoice you for Taxes where you provide DSOA with a valid direct pay or tax exemption certificate.

9. Term and Termination

a. Term of Agreement. This Agreement shall remain in effect for so long as you are a paying customer for any Services, and will thereafter expire, unless earlier terminated in accordance with the terms of this Agreement.

b. Termination for Breach. Either Party may immediately terminate this Agreement and all outstanding Services upon written notice (email to suffice) if the other Party breaches any material term of this Agreement and such breach, where capable of cure, has not been so cured within thirty (30) days of its receipt of written notice (email to suffice) from the non-breaching Party describing the breach in reasonable detail. In the event of a breach of Section 7 (Confidentiality), both Parties understand and agree that no cure period will be granted, and this Agreement and all Services will immediately terminate upon written notice (email to suffice).

c. Effect of Termination. Upon the termination or expiration of this Agreement, (i) you shall be responsible for any unpaid Fees, including any Fees for subscription-based Services through the then-current term of your subscription, and (ii) your access to the Services shall immediately cease.

d. Survival. All sections of this Agreement, which by their nature should survive the termination or expiration of this Agreement, shall so survive, subject to any survival periods specified therein.

10. Representations and Warranties; Disclaimer.

a. Due Authorization; No Conflict; Compliance with Laws. Each Party represents and warrants to the other Party that, as of the Effective Date: (i) it has full power and authority, and has been duly authorized, to enter into and perform its obligations under this Agreement, with all necessary approvals of any board of directors, shareholders, partners, or other required approvers having been obtained; (ii) its performance of this Agreement does not conflict with any agreement, understanding, or document to which it is a party; (iii) the individual purchasing Services for and on behalf of such Party and has full authority to so bind such Party; and (iv) it will comply with all Applicable Laws in its performance of its obligations hereunder.

b. OFAC Certification. Each Party certifies that (i) it is not acting on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department, through its Office of Foreign Assets Control (“**OFAC**”) or otherwise, as a terrorist, “Specially Designated Nation”, “Blocked Person”, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by OFAC or another department of the United States government, and (ii) it is not engaged in this transaction on behalf of, or instigating or facilitating this transaction on behalf of, any such person, group, entity or nation.

c. Limited Warranty. DSOA warrants that (i) any Programs delivered under this Agreement will be performed using generally accepted industry standards, and (ii) the Software will substantially conform to the Documentation. If the Programs or Software do not substantially conform with the foregoing warranties, you shall provide written notice of such non-

conformance to DSOA, and DSOA shall, at its option and as its sole obligation and liability, and your exclusive remedy, repeat and/or repair the affected portion of Programs or Software at no additional charge, or, if DSOA determines that the foregoing options are not commercially practical, terminate the affected Services and issue a refund for any prepaid amounts for unused portions of the Services.

d. General Disclaimer. DSOA DOES NOT WARRANT THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE PURCHASE OR USE OF ANY OF SERVICES, OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 10(C) (LIMITED WARRANTY). 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 CUSTOMER DATA, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY.

11. Third-Party Indemnification

a. Indemnification by DSOA. We shall indemnify, defend, and hold harmless you, your affiliates, and your and their respective officers, directors, employees, and agents, 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 (or your affiliates or your or their respective officers, directors, employees, or agents) 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 (nor your affiliates or your or their respective officers, directors, employees, or agents) under this [Section 11\(a\)](#) 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 or any applicable Documentation; (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 or any of your affiliates have an interest (each, an “**Uncovered Use**”). If you seek indemnification under this [Section 11\(a\)](#), 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, without substantially compromising its principal functions. If neither of the foregoing options are reasonable available or commercially practicable, we may terminate the affected Services upon written notice to you and issue to you a refund for any prepaid amounts with respect to any unused portions of the Services. This [Section 11\(b\)](#) shall not apply to the extent such infringement, violation, or misappropriation arises, in whole or in part, from any Uncovered Use.

c. Indemnification by Customer. 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 Customer 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 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 11](#) (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 11](#).

12. Exclusion of Damages. IN NO EVENT SHALL DSOA (NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) HAVE ANY LIABILITY TO YOU (NOR YOUR AFFILIATES OR YOUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) 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.

13. 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 (INCLUDING YOUR AFFILIATES AND YOUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU TO DSOA IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO SUCH CLAIM.

14. Disputes Between the Parties. Subject to [Section 7](#) (Confidentiality), 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 14](#). 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 23](#) (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 mediation under a mutually agreeable certified and impartial mediator located in the State of Delaware. In the event of mediation, each Party will bear its own costs of such mediation, including its own attorney's fees and its equal share of mediator fees. The Parties and their Representatives will hold the existence, content, and results of the mediation in confidence. The mediator shall not consider punitive damages. In the event the Dispute is not resolved in said mediation, the Parties agree to 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.

15. 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 (nor its affiliates or their respective officers, directors, employees, or agents) against the other Party (nor its affiliates or their respective officers, directors, employees, or agents) 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.

16. Force Majeure. Neither Party will be liable for any failure or delay to perform any obligation hereunder (other than your payment obligations for Services delivered or made available to you) due to causes beyond such Party's reasonable control, including the elements, acts of God, acts of the public enemy and/or terrorism, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, failure or erratic behavior of telecommunications or power systems, sabotage, armed hostilities, and riots (each, a "**Force Majeure Event**"). Notwithstanding the foregoing, in each case, the failure or delay to perform must be beyond the reasonable control and without the fault or negligence of the Party claiming a Force Majeure Event.

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. Relationship of the Parties. The relationship of the Parties is as independent contractors. None of this Agreement shall create or be deemed to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Each Party shall retain responsibility for and control over all aspects of its relationship with its respective customers and its own business, products, and services.

19. Currency. All amounts due under this Agreement, including with respect to indemnification obligations, shall be calculated and paid in U.S. dollars.

20. 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.

21. 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.

22. 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.

23. Notices. Notices to DSOA shall be sent to hello@dsoa.com with copies to legal@togetherwork.com. Notices to you shall be sent to the primary email address associated with your Account. Notices shall be deemed received on the next business day after being sent.

24. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court 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.

25. 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.

26. Entire Agreement. This Agreement, including any (i) Terms of Purchase, (ii) any schedules and exhibits hereto, and (iii) any other 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) the DPA, (b) this Agreement, (c) any Terms of Purchase, (d) any schedules or exhibits hereto, and (e) any terms or policies referenced herein.