

# Terms & Conditions

These Company Master Terms and Conditions (these “**Master Terms and Conditions**”) govern all Order Forms (as defined herein) entered into by DICE Owners (“**the Company**” or “**Company**”) and Customer (as defined herein).

## 1. DEFINITIONS

Capitalised terms not otherwise defined in the Agreement shall have the meanings ascribed to them in this Section 1.

“**Affiliate**” of a party means a legal entity that controls, is controlled by, or is under common control with such party, where “**control**” means the ownership of more than fifty percent (50%) of the shares or voting rights of such entity, or the power to direct or cause the direction of the management and policies of an entity, whether through ownership, contract, or otherwise.

“**Agreement**” means, collectively: (i) these Master Terms and Conditions, (ii) any Order Form that incorporates these Master Terms and Conditions and is entered into by Customer and Company by any legally binding method of forming a contract, (iii) any exhibits, schedules, or appendices attached thereto or incorporated by reference, and (iv) any amendments to any of the foregoing.

“**Buyer**” means any party engaged in purchasing or facilitating the purchase of Products through the Company product, platform, or service, including DICE.

“**Customer**” means the entity or individual that is a party to the Agreement with the Company. For clarity, “Customer” may be a Buyer, Seller, an entity accessing or using the Service in any other capacity, or an entity that assumes multiple such roles, as the context requires.

“**DICE**” stands for the Digital Content Exchange and is the digital content marketplace owned and operated by the Company, currently accessible at <https://go.diceverse.io>

“**Intellectual Property Rights**” means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark, service mark, trade dress, and trade name rights, (iii) trade secret and know how rights, (iv) patents, design rights, and other industrial property rights, (v) database rights and, (vi) all other intellectual property rights (of every kind and nature however designated) throughout the world, whether arising by operation of law, treaty, contract, license, or otherwise, whether registered or unregistered, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

“**Invalid Means**” means any method designed to fraudulently, deceptively, or artificially inflate the number of Reported Actions or otherwise mimic, obscure, or impair legitimate delivery, reporting, or analysis of, or end user interaction with, Products. Non-exclusive examples of Invalid Means include: (i) mimicking valid activity, including through both human and non-human agents; (ii) automatic Product refreshing, spawning of pages or content, or hijacking of an end-user’s browser or app; (iii) offering incentives; and (iv) rearranging or overwriting any content on a third party website.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs, including code that is intended to or has the effect of misappropriating, commandeering, or disrupting access to or use or operation of any information, device, or system.

“**Media**” means websites, applications, mobile websites, mobile applications, television, print, billboards, and other media through or on which Products may be delivered.

“**Order Form**” means an order form, schedule, or other document (including an online registration page, online order form, or online “clickwrap”) entered into or accepted by Customer that incorporates these

Master Terms and Conditions and that sets forth one or more Service(s) being provided by the Company to Customer and specific terms applicable to each such Service.

“**PII**” means any information that would allow the identification of a particular natural person, or other information that is classified as “personally identifiable information” (or similar categorisation), as determined in accordance with applicable laws or regulations in any applicable jurisdiction.

“**Platform Policies**” means, collectively: (i) any specifications, technical documentation, or integration requirements made accessible to Customer by the Company in connection with DICE; and (ii) requirements, prohibitions, and guidelines applicable to Customer’s integration with or use of the Service imposed by the Company or a third party, as updated from time to time, which are made available to Customer via the user interface of the applicable Service or otherwise made known to Customer, including policies posted at the following URL: <https://go.diceverse.io/terms>

“**Products**” mean any form of digital content created by or for the Seller, which the Seller offers for sale or sub-licence on the DICE platform

“**Prohibited Activity**” means (i) providing, delivering, or perpetuating through the Service or any the Company Technology any Malicious Code; (ii) generating Reported Actions through any Invalid Means, or (iii) otherwise deploying or facilitating Invalid Means in Customer’s use of the Service.

“**Prohibited Content**” means any content or material that: (i) violates any applicable law, rule, or regulation; (ii) promotes violence, discrimination, hatred, copyright protection circumvention, unlawful subject matter or activities, or peer-to-peer applications, networks or sites; (iii) violates any Intellectual Property Right or other proprietary, privacy, contract, or legal right of any third party; (iv) is defamatory, libellous, deceptive, pornographic or sexually explicit; or (v) is likely to damage or cause harm or risk to the Company, the Service, other customers, or end users of Media or their data, devices, or systems.

“**Reported Actions**” means impressions, clicks, displays, views, conversions, or any other actions that are tracked and may serve as a basis for payment or analysis.

“**The Company Technology**” means any proprietary or confidential technology or materials of the Company, including any developments, modifications, enhancements, amendments, and upgrades thereto, and all derivatives thereof: (i) made accessible to Customer or (ii) made accessible to third parties by Customer or at Customer’s request in accordance with and as permitted by the terms of the Agreement. The Company Technology includes any digital tags, programming code, software development kit (“**SDK**”), or application programming interface (“**API**”) used to effect or facilitate a provided Service and all documentation relating thereto.

“**The Company Materials**” means the Service(s) and the Company Technology.

“**Seller**” means any party engaged in the sale or facilitation of sale of Products through a the Company product, platform or service, including DICE.

“**Service**” means the licensing or sale of Products, from Sellers to the Company and to Buyers from the Company, through the Company product, platform, or service, including DICE, provided or made accessible to Customer in accordance with an Order Form.

## **2. OBLIGATIONS OF THE PARTIES**

### ***2.1 The Company's Obligations.***

(a) The Company shall make the Service(s) accessible to Customer pursuant to the Agreement and, unless otherwise stated in an applicable Order Form, provide Customer with access to applicable Company Materials. Customer acknowledges that the Company may utilise one or more of its Affiliates, third party suppliers or subcontractors, as appropriate, to fulfil its obligations under the Agreement,

provided that the Company remains responsible and liable for the performance of such obligations under the Agreement.

- (b) The Company shall pay Seller the Fee and/or the Net Revenue Share detailed in the Order Form, being the amount received from relevant Buyer(s) less any third party costs including those relating to the Product, third party payments, commissions, expenses and so on.

## **2.2 Customer Obligations.**

- (a) Registration and Customer Obligations. Customer shall: (i) provide true, accurate, current, and complete information as prompted by the Service or otherwise requested by the Company when establishing an account for access to the Service (such information, the “**Registration Data**”); and (ii) maintain and promptly update the Registration Data and contact information to keep it accurate, current, and complete. Customer acknowledges and agrees that in order to provide the Service, the Company may transfer certain Registration Data to, or may process certain Registration Data in certain locations outside the European Economic Area, and Customer consents to any such transfer or processing. Buyer accepts responsibility for the actions of its end users and assumes responsibility for ensuring compliance with and breach of the terms of the Agreement by its end users.
- (b) Customer shall in accordance with the relevant Order Form, where acting as a Seller: (i) provide Products to the Company for the onward sale or sublicensing; (ii) deliver invoices to the Company in accordance with reports delivered by the Company; and (iii) assume full liability for all taxes related to payments received from the Company, including without limitation, sales and use taxes, goods and services taxes, value added taxes and other applicable taxes. Customer shall, in accordance with the relevant Order Form, where acting as a Buyer: (i) receive the Products and comply with any licensing terms; and (ii) pay the Company its invoices in a timely manner, no later than 30 days after the invoice date.
- (c) Account, Password, and Security. Customer must establish an account for accessing the Service (“**Account**”), including a username and password to access such account (“**Credentials**”). Customer is responsible for all activities that occur under its Credentials and Account. Customer agrees to notify the Company promptly of any unauthorised use of its Credentials or Account or any other suspected breach of security relating to the Company Materials.
- (d) Platform Policies. Customer shall comply with the Platform Policies.
- (e) Prohibited Activities. Customer shall not engage in any Prohibited Activity. Each party shall use commercially reasonable efforts and cooperate with the other to detect, limit, prevent, and prohibit Prohibited Activities by third parties. In addition, if Customer uses a third party’s technology or materials in connection with Customer’s activities under the Agreement, Customer will not violate any agreements, conditions or terms of usage imposed by such third party on Customer related to the use of such third party’s technology or materials.

## **3. PROPRIETARY RIGHTS**

- 3.1 Right to Access and Restrictions.** Customer may access and use the Company Materials solely for the purposes of using the Service and performing its obligations under the Agreement, and solely in accordance with applicable Platform Policies. Customer shall not, except to the extent permitted by applicable law: (a) resell, license, lease, time-share, or otherwise transfer or distribute any of the Company Materials; (b) reverse engineer, decompile, or disassemble the Company Materials; (c) modify, copy, or create derivative works of the Company Materials; (d) use the Company Materials to build a competitive product or service; or (e) authorise or permit any third-party to do any of the acts described in Sections 3.1(a) through (d). Customer may not transfer or provide access to any the Company Materials to any third party except that Customer may transfer, provide access, or request the Company to provide access to the Company Materials to Customer’s authorised representatives (including any Customer Affiliates) in order to facilitate Customer’s use of the Service, provided that (i) Customer is responsible for any acts or omissions of such authorised representatives and (ii) Customer

shall cause such authorised representatives to handle such the Company Materials in accordance with the same requirements and restrictions applicable to Customer. The Company reserves all rights not expressly granted hereunder.

- 3.2 Licence.** Customer hereby grants to the Company a non-exclusive and non-transferable (other than to a successor-in-interest in connection with a merger, reorganisation, or sale of all or substantially all assets or equity) right and licence to use, reproduce, and display Customer's name, logo, service marks, trademarks, and related brand features ("**Marks**") and the Products (including metadata, thumbnails and screenshots of the same) on or within the user interface of the Company Technology and for marketing and promotional purposes, including as made available to third parties (including but not limited to Buyers and/or their representatives). The Company's use of Customer's Marks will be in compliance with any reasonable written usage guidelines provided to the Company by Customer.
- 3.3 Ownership.** As between the parties, the Company shall own and retain all right, title, and interest in and to the Company Materials and the Company's Confidential Information (as defined herein), together with all Intellectual Property Rights therein and thereto. As between the parties, Customer shall own and retain all right, title, and interest in and to: (i) Customer's Media (exclusive of any Products delivered thereon) to the extent Customer is acting as a Seller, (ii) the Products placed via a Service, to the extent Customer is acting as a Buyer, (iii) Customer's Marks, and (iv) Customer's Confidential Information. Customer may, in its sole discretion, provide the Company with suggestions or other feedback regarding any the Company Materials, which the Company may freely incorporate into the Company Materials or otherwise use in its discretion, without payment of any royalty or any duty to account to Customer.

## 4. CONFIDENTIAL INFORMATION

### 4.1 Confidential Information.

- (a) As used herein, "**Confidential Information**" means all material or information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure. Confidential Information includes business and marketing plans, software code, technology and technical information, product and system designs and configurations, specifications, APIs, trade secrets and business processes. The terms and conditions (including pricing) of each Order Form are Confidential Information of each party. The Company Materials are Confidential Information of the Company. However, notwithstanding the foregoing, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without restriction on use or disclosure; (iii) was independently developed by Receiving Party without reference to the Disclosing Party's Confidential Information or breach of any obligation owed to Disclosing Party; or (iv) is rightfully received from a third party without restriction on use or disclosure. Nothing in the Agreement limits either party's right to collect, use or aggregate publicly available information.
- (b) Receiving Party shall not use or disclose to any third party any Confidential Information of Disclosing Party for any purpose other than (i) to perform Receiving Party's obligations or exercise its rights under the Agreement; (ii) with respect to any Customer data that is considered Confidential Information, in accordance with Section 4.2(b); (iii) with Disclosing Party's prior written consent; or (iv) as otherwise required by law or legal process, and except that Receiving Party may disclose the Confidential Information of the Disclosing Party to Receiving Party's employees, consultants, or other representatives who have a bona fide need to know such Confidential Information to support the Receiving Party's exercise of its rights or performance of its obligations under the Agreement and who

are bound by confidentiality obligations with respect to such Confidential Information at least as protective as those set forth herein. Receiving Party shall be responsible and liable for failure by any party to which it discloses Disclosing Party's Confidential Information to treat that information in accordance with Receiving Party's obligations. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

- (c) If Receiving Party is compelled by law or legal process to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with (i) prompt prior notice of such compelled disclosure (to the extent legally permitted) and (ii) reasonable assistance, at Disclosing Party's expense, if Disclosing Party wishes to contest the disclosure.

## **4.2 Privacy and Data Usage.**

- (a) **Privacy Policies.** Each party agrees to post on its website(s), and if Customer is delivering Products in an application(s) Customer agrees to include within the application a link to, an up-to-date and accurate privacy policy that: (i) complies with all applicable laws, rules, and regulations; (ii) accurately discloses all applicable data collection, use and disclosure practices, including the use of cookies, pixels, beacons, locally stored objects, or other similar technologies; and (iii) discloses the use of one or more third parties for any similar or related activities. If Customer is buying or selling Products through the Service directly or indirectly on behalf of any third party, Customer will ensure that such third party posts on its respective website(s) an up-to-date and accurate privacy policy that complies with this [Section 4.2](#).
- (b) **Consumer Data.** To the extent that any data, including persistent identifiers (such as IP address or device identifiers) or precise geo-location data, about end users are collected, used, transmitted, or processed by or on behalf of Customer or a party on behalf of which Customer is directly or indirectly buying or selling Products through the Service, Customer represents and warrants that all appropriate consents and waivers have been or will be obtained from such end user, including consents necessary to collect information about individual end users through the use of technologies, such as cookies, located on the end user's device. Notwithstanding anything to the contrary in the Agreement, the Company shall have the right to collect, use and disclose data transmitted through or otherwise derived from Customer's use of any Service in compliance with the Company privacy policy(ies) applicable to such Service(s).
- (c) **Data Protection.** The Company collects certain data from Customer's use of the Service, which may include end user "personal data" as defined in European Union Directive 95/46/EC and the GDPR. In relation to personal data that relates to end users located in the European Economic Area (the "**EU Personal Data**"), Customer acknowledges that the Company acts as a joint controller of such data (along with Customer) solely for the purposes of compliance with applicable laws and regulations. Customer and the Company agree to implement appropriate technical and organisational security measures to ensure compliance with the Company's <https://go.diceverse.io/privacypolicy> and to protect the EU Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access, loss of integrity, and against all other unlawful forms of processing. Because such EU Personal Data is collected through the use of tracking technologies such as cookies and pixels, the Buyer represents and warrants that the Buyer has obtained or will obtain, regardless whether such tracking technologies are set directly by the Buyer or by or through the Company, the necessary consent from the applicable end user as required by European Union Directive 2002/58/EC (as modified by Directive 2009/136/EC), or any law or regulation that supersedes such directive, before such tracking technologies are set on the applicable end user's device, and thus before the Company collects or receives such EU Personal Data.

## 5. TERM AND TERMINATION

- 5.1 Term.** The Agreement will continue in effect until terminated as permitted hereunder. Each Order Form has the term specified therein. Termination of any individual Order Form shall not affect any other Order Form in effect between the parties at the time of such termination. Either party may terminate these Master Terms and Conditions for any or no reason upon thirty (30) days' written notice to the other party if no Order Forms are in effect between the parties at such time.
- 5.2 Suspension; Termination.** The Company may limit and/or suspend Customer's access to and use of the Service (including ceasing purchase, sale, delivery, or delivery of Products) if the Company has a reasonable basis to suspect that: (i) Customer's Registration Data is incorrect, not current, or incomplete; (ii) Customer is engaging in a Prohibited Activity; (iii) Customer is violating the terms of the Agreement or any Order Form; (iv) Customer is violating any applicable law or regulation; (v) Customer's Media or Products contain Prohibited Content; or (vi) Customer's continued use of the Company Materials is likely to damage or cause harm or risk to the Company, the Service, other customers, or end users of Media or their data, devices, or systems. The Company will use commercially reasonable efforts to provide Customer with notice prior to any limitation or suspension, but in any event will notify Customer promptly thereafter. If the event giving rise to the limitation or suspension is not cured within five (5) days or if the Customer has engaged in a Prohibited Activity (which will be deemed incapable of cure), the Company may terminate the Agreement, any Order Form or any Service in whole or in part upon written notice (email acceptable).
- 5.3 Effect of Termination.** Upon expiration or termination, for any reason, of the full Agreement or any Order Form therein, the following will apply either in total or in relation to the individually terminated Order Form, as applicable: (a) all access rights granted pursuant to the subject Order Form or Agreement to the Company Materials and each party's Marks shall immediately terminate; (b) Customer will cease all use of the Company Materials, and Customer will remove any Company Technology from Customer's Media within five (5) business days of such expiration or termination; and (c) the following will survive: (i) any provisions specified by their terms to survive; and (ii) provisions of the Order Form or Agreement that, by their nature, are applicable to matters at issue between the parties after termination of the Order Form or Agreement, such as accrued unpaid payment obligations, indemnities, confidentiality, proprietary rights, legal and regulatory compliance, and obligations with respect to third parties. The expiry or termination of the Agreement shall be without prejudice to the rights and remedies of the parties which may have accrued prior to the date of termination or expiration (as applicable). Termination of the Agreement or an individual Order Form by either party will not act as a waiver of any breach of the Agreement or Order Form and will not act as a release of liability under the Agreement or Order Form.

## 6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

- 6.1 Mutual Representations and Warranties.** Customer and the Company each represents and warrants to the other that: (a) it has the full corporate right, power, and authority to enter into the Agreement and to exercise its rights and perform its obligations; (b) its execution and delivery of the Agreement, and the performance of its obligations and duties in connection therewith, do not and will not violate any agreement to which it is bound; and (c) it shall comply with all applicable laws, rules, and regulations in performing its respective obligations and exercising its rights under the Agreement, including with respect to consumer protection and privacy.
- 6.2 Disclaimer.** Except for the express representations and warranties stated herein and to the maximum extent permitted by applicable law, neither party makes, and each party expressly disclaims, all representations, conditions, terms and warranties, whether express, implied, statutory or otherwise, with respect to the subject matter of the Agreement, including without limitation any implied representation, term or warranties of satisfactory quality or fitness for a particular purpose. Without limiting the generality of the above and to the maximum extent permitted by applicable law, the Company makes no representation or warranty as to any Product or Media or any benefit or revenues

that Customer (or Customer's customers or users) will obtain from its use of the Service, and the Company does not represent or warrant that the Service will be always available or error-free.

## 7. INDEMNIFICATION

**7.1 Customer Obligations.** Subject to Section 7.3, Customer shall indemnify, defend, and hold harmless the Company, its permitted successors and assigns, and their respective Affiliates, agents, officers, directors, and employees (collectively, "**the Company Indemnified Parties**") from and against any claims, suits, legal proceedings, regulatory proceedings, or investigatory proceedings ("**Claims**") brought against any the Company Indemnified Party by any third party and any and all judgments, losses, damages, settlements, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and notice costs) ("**Losses**") arising as a result of any such Claim, in each case as a result of or in connection with: (a) any false or misleading representation by Customer or any breach by Customer of any of its warranties or obligations under the Agreement; (b) a Claim that Media or Products provided or delivered by Customer to the Service, Customer's Marks, or Customer's business activities infringe any Intellectual Property Right of any third party; (c) Customer's provision or delivery of any Prohibited Content through the Service or the inclusion of any Prohibited Content in any Media or for Customers acting as a Buyer, in any Products purchased, placed, or sold by Customer in connection with the Agreement; and (d) any Prohibited Activity by Customer.

**7.2 Company Obligations.** Subject to Section 7.3, the Company shall indemnify, defend and hold harmless Customer, its successors and assigns, and their respective Affiliates, agents, officers, director, and employees (collectively, "**the Customer Indemnified Parties**") from and against any Claim brought against any Customer Indemnified Party by any third party and any Losses arising as a result of any such Claim, in each case as a result of or in connection with: (a) any false or misleading representation by the Company or any breach by the Company of any of its warranties or obligations under the Agreement; or (b) a Claim that the Company Materials, when used in accordance with the terms of the Agreement, infringe any Intellectual Property Right of any third party. However, the Company shall have no liability for any infringement Claim under this Section 7.2 to the extent such Claim results from: (i) modifications to the Company Materials by or on behalf of a Customer Indemnified Party, or (ii) use or combination of any the Company Materials with any other item not provided by the Company; in each case without the prior written consent of the Company and not within the scope of normal intended use of the Company Materials. In the event a Claim under Section 7.2(b) is made or, in the Company's reasonable opinion, is likely to be made, the Company may, at its sole option and expense: (1) procure for Customer the right to continue using the Company Materials that are the subject of such Claim, or (2) replace or modify the Company Materials that are the subject of such Claim to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably practicable, the Company may terminate the Agreement. This Section 7.2 represents the Company's entire obligation and Customer's sole and exclusive remedy regarding any third party intellectual property claims.

**7.3 Procedure.** The indemnification obligations of each party are contingent on the indemnified party: (a) promptly notifying the indemnifying party of any Claim (provided that the indemnified party's failure to provide such prompt notice will not release indemnifying party from its indemnification obligations but the indemnifying party's obligations to the indemnified party in respect of that Claim will be reduced by the amount of any increase in the cost of providing indemnity and defence hereunder incurred by the indemnifying party as a result of Losses to the extent resulting from the indemnified party's failure to provide prompt notice), (b) providing the indemnifying party with any reasonable information and assistance needed to defend or settle the Claim (provided the indemnifying party bears any out of pocket expenses incurred by indemnified party in providing such assistance or information), and (c) allowing the indemnifying party the right to have sole control of the investigation, defence, and settlement of the Claim, provided that indemnifying party will not, without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed, enter into any settlement of a Claim that: (i) imposes a monetary obligation on indemnified party that is

not covered by the indemnification, (ii) imposes a material, non-monetary obligation on indemnified party or materially increases the indemnified party's costs or risk, (iii) does not include an unconditional release of indemnified party, or (iv) admits liability on the part of the indemnified party. The indemnified party may, at its option, elect to (1) tender defence of a Claim to the indemnifying party in which case the indemnified party shall have the option, at its expense, to participate in the defence or settlement of the Claim with counsel of its own choosing; or (2) control defence of a Claim, in which case the indemnifying party's defence obligation shall only be to pay or reimburse the reasonable costs of defence (including attorneys, experts and investigators' fees and costs), provided, however, if the indemnified party refuses to consent to a settlement offer that that the claimant will accept and that meets the standards described in parts (i), (ii) and (iii) of item (c) above, the indemnified party may continue controlling the defence of such Claim but only at its own expense and the indemnifying party shall have no responsibility for any costs of defence after the date the settlement offer is made, and no responsibility to provide indemnity to the indemnified party in excess of the cost of the settlement offer.

## 8. LIMITATION OF LIABILITY

8.1 Subject to Section 8.3, in no event shall either party be liable to the other for any:

- (a) loss of profits;
- (b) loss of goodwill;
- (c) loss or waste of management or staff time;
- (d) loss or revenue;
- (e) loss of business;
- (f) loss of income;
- (g) loss of anticipated saving
- (h) loss resulting from damage to reputation;
- (i) business interruption loss; or
- (j) indirect, consequential or special loss or damage,

in each case, arising from or related to the Agreement and however caused, whether in contract, tort (including negligence), breach of statutory duty or otherwise, and whether or not such party has been advised of the possibility of such damages and whether or not such loss or damage is foreseeable, foreseen, known and/or direct.

8.2 Subject to Sections 8.1 and 8.3, in no event shall either party's total maximum liability to the other party for all claims, actions, proceedings, losses, liabilities or costs (including legal expenses) sustained, incurred or suffered by the other party arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, exceed in aggregate £150,000.

8.3 Neither party shall exclude or limit in any way its liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any breach of Section 4.1 (confidentiality); (d) the indemnity under Section 7.1; (e) amounts payable to the Company under any Order Form; and (f) any other liability which cannot be excluded or limited as a matter of applicable law.

## 9. MISCELLANEOUS

9.1 **Assignment.** Customer and Company may not assign, novate, subcontract, transfer or otherwise dispose of any or all of its rights and/or obligations under the Agreement or any Order Form, whether by operation of law or otherwise, without the prior written consent of the Company (not to be unreasonably withheld). Notwithstanding the foregoing, Customer may assign the Agreement and/or any Order Form in its entirety to a successor-in-interest in connection with a merger, reorganisation, or sale of all or substantially all assets or equity not involving a direct competitor of

the Company, as determined in the Company's sole reasonable discretion. Customer shall notify the Company of any assignment pursuant to this Section within 30 days of the date of assignment. Any attempted assignment by Customer in breach of this Section 9.1 shall be void. The provisions of the Agreement and any Order Form(s) shall bind and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

- 9.2 Governing Law; Venue.** The Agreement will be governed and interpreted in accordance with the laws of England without reference to conflicts of laws principles. The parties submit to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, either party may seek injunctions to prevent and/or stop any breach of, and otherwise enforce that party's Intellectual Property Rights of whatever nature and/or rights in Confidential Information in the courts of any other country, state or other territory. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.
- 9.3 Non-Exclusive Relationship; No Minimums.** This Agreement is non-exclusive and either party may engage in similar or other relationships, agreements, or arrangements with any other party. Neither party promises any level of business or outcomes to the other.
- 9.4 Independent Relationship of the Parties.** The relationship between Customer and the Company (and its personnel or agents) in connection with the Agreement is at all times that of an independent contractor and neither party is an employee, partner, agent, trustee or joint venture of, for, or with the other. Except to the extent otherwise provided in this Agreement or under applicable law, neither party shall owe any fiduciary or other duties to the other.
- 9.5 Other Customers.** To the extent that another customer of the Company incurs Losses as a result of any Customer Indemnifiable Act, Customer acknowledges and agrees that such other customer may recover such Losses from Customer directly and will be deemed a third party beneficiary of this Section 9.5. Except as set forth in this Section 9.5, nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement.
- 9.6 Interpretations.** Headings and captions are for convenience only and do not affect the meaning or interpretation of the Agreement. Ambiguities, inconsistencies, or conflicts in the Agreement will not be strictly construed against either party but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time the Agreement was entered into and common practice in the industry at that time. The term "including" or "includes" means "including/includes without limitation." The Agreement shall not be construed against any party by reason of its drafting, preparation, or means of acceptance.
- 9.7 Public Relations.** During the term of the Agreement, the Company may use Customer's Marks in general promotional and informational materials and publicly describe the general nature of the parties' relationship (without revealing Confidential Information, including but not limited to specific contract terms). Except as permitted above or in any Order Form, neither party shall use the name of the other party in publicity, advertising, or other public materials (unless required by applicable law or regulation) without the prior written consent of the other party.
- 9.8 Notices.** All notices under the Agreement must be made in writing. Notices to Customer may be made in the user interface ("**UI**") of the Service or by e-mail (to the address listed in Customer's Account contact information), express courier, or certified mail. Notices to the Company may be made by e-mail to admin@diceverse.io, express courier, or certified mail. The delivery of physical notice will be effective on receipt; electronic notice will be effective as of the date of posting (for notice within the UI) or as of the sent date (for e-mail notice).
- 9.9 Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THE AGREEMENT.
- 9.10 Modifications.** The Company will provide Customer with written notice via email or the applicable Service UI of any material changes to the Agreement or any Platform Policy applicable to Customer ("**Modifications**"). If Customer determines in its reasonable discretion that a Modification will have a material, adverse effect on Customer, then for a period of ten (10) business days after the date of notice by the Company (the "**Termination Window**"), Customer may, as its sole and exclusive remedy for any Modification, terminate the Agreement upon written notice to the Company. By continuing

to access or use the Services or any the Company Technology after such Termination Window, Customer agrees to be bound by such Modification.

**9.11 Force Majeure.** Except for any payment obligations, neither party nor its Affiliates will be liable for any delay or failure to perform hereunder due to circumstances beyond such party's reasonable control including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (not involving such party's employees), or disruptions involving power or infrastructure systems not within such party's possession or reasonable control (each a "**Force Majeure Event**"); provided that the party relying on a Force Majeure Event notifies the other party of the Force Majeure Event and uses commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable. In the event of any Force Majeure Event lasting more than thirty (30) days, either party adversely affected by that Force Majeure Event may terminate the Agreement.

**9.12 Export Compliance.** Where applicable, Customer agrees to comply with the export laws and regulations of the United States and with applicable trade controls of other countries. Customer shall not use the Company Technology to conduct, promote or facilitate business or target end users in countries subject to U.S. embargo or trade sanctions.

**9.13 Anti-Corruption.** Customer agrees (i) to comply with all applicable anti-corruption laws in relation to the Agreement; and (ii) that it will not offer to pay or pay anything of value to anyone, including foreign governmental officials or related persons or entities on the Company's behalf.

**9.14 General.** The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings and communications, oral or written, between the parties related to such subject matter. In case of any dispute between the parties, the prevailing party shall be entitled to recover its reasonable attorneys' and other fees and costs from the non-prevailing party, provided that the court or arbitrator may eliminate or reduce such recovery on grounds that it is unreasonable or disproportionate to the harm suffered or recovery achieved. In the event of any conflict or inconsistency between provisions or components of the Agreement, each as may be amended, the order of precedence shall be: (1) the Schedule for the applicable Service, (2) the Order Form, and (3) the Master Terms and Conditions. Customer may not amend or modify the Agreement without the Company's prior written consent. No failure of either party to enforce any of its rights under the Agreement will act as a waiver of such rights. Any provision of the Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified to the minimum extent necessary to make such provision enforceable and to best preserve the parties' intent, provided that if such modification would materially alter the effect of the provision then the provision shall be considered void, and the remaining provisions of the Agreement shall be enforceable in accordance with their terms. Except as otherwise expressly set forth in Section 9.5, the Agreement does not create any right or cause of action for any third party. This Agreement may be signed in counterparts, each of which shall be deemed an original and together will constitute the Agreement. Pursuant to any applicable laws, rules or regulations, and to the maximum extent permitted by applicable law, CUSTOMER HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS. Further, and to the maximum extent permitted by applicable law, Customer hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. Any reference in this Agreement to any statute or statutory provision is a reference to that statute or statutory provision as amended and in force from time to time and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute. Nothing in this Section 9.14 shall limit or exclude any liability for fraud or fraudulent misrepresentation. Any reference in the Agreement to any statute or statutory provision is a reference to that statute or statutory provision as amended and in force from time to time and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute.