

BY ACCEPTING THIS MASTER SERVICES AGREEMENT (THIS “AGREEMENT”) THROUGH A STATEMENT OF WORK OR ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT (THE “ORDERING DOCUMENT”), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, “YOU” AND “YOUR” AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

DILYTICS MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is between DiLytics, Inc. (“DiLytics”) and the individual or entity that has executed this Agreement (“You”). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement.

1. AGREEMENT DEFINITIONS

- 1.1. **“DiLytics Programs”** refers to the software products owned or licensed by DiLytics to which DiLytics grants You access as part of the Services.
- 1.2. **“Services”** means the DiLytics Programs listed in Your order and hosted in the Services Environment. The term “Services” does not include Professional Services.
- 1.3. **“Services Environment”** refers to the combination of hardware and software components You own or licensed or subscribe to. As applicable and subject to the terms of this Agreement and Your order, DiLytics Programs may be hosted in the Services Environment.
- 1.4. **“Auto Renew”** or **“Auto Renewal”** is the process by which the Services Period of certain DiLytics Programs under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into Your order define which DiLytics Programs are eligible for Auto Renewal as well as any terms applicable to any such renewal.
- 1.5. **“Professional Services”** means, collectively, the consulting, implementation and/or training services and other professional services which You have ordered. Professional Services include any deliverables described in Your order and delivered by DiLytics to You under the order. The term “Professional Services” does not include “Services”.
- 1.6. **“Service Specifications”** means the descriptions on DiLytics Programs, that are applicable to the Services under Your order.
- 1.7. **“Services Period”** refers to the period for which You have ordered Services as specified in Your order.
- 1.8. **“Users”** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your

order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered “Users” subject to the terms of this Agreement and Your order.

- 1.9. **“You”** and **“Your”** refers to the individual or entity that has executed this Agreement.
- 1.10. **“Your Applications”** means all software programs, including any source code for such programs, that You or Your Users provide and load onto the Services Environments. Services under this Agreement, including DiLytics intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications.”
- 1.11. **“Your Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.
- 1.12. **“Ancillary Software”** means any software agent or tool that facilitates Your access to, operation of, and/or use of DiLytics Programs in the Services Environment.
- 1.13. **“Third Party Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of DiLytics and made available to You through, within, or in conjunction with Your use of, the Services. Examples of Third-Party Content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries, and marketing data.

2. TERM OF AGREEMENT

This Agreement is valid for the order which this Agreement accompanies. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users), for any Services options offered by DiLytics for the original Services ordered, and for any renewal or Auto Renewal of the Services Period of the original order.

3. RIGHTS GRANTED

- 3.1. For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, worldwide limited right to access and use the Services that You ordered, including anything developed by DiLytics and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with this Agreement and the order.
- 3.2. You do not acquire under this Agreement any right or license to use the Services, including the DiLytics Programs, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, your right to access and use the Services will terminate.

- 3.3. To enable DiLytics to provide You and Your Users with the Services, You grant DiLytics the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications in Your Services Environment for the duration of the Services Period plus any additional post-termination period during which DiLytics provides additional services. If Your Applications include third party programs, You acknowledge that DiLytics will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

4. OWNERSHIP AND RESTRICTIONS

- 4.1. You retain all ownership and intellectual property rights in and to Your Content and Your Applications. DiLytics or its licensors retain all ownership and intellectual property rights to the Services, including DiLytics Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of DiLytics under this Agreement.
- 4.2. You may not, and may not cause or permit others to:
- a) remove or modify any program markings or any notice of DiLytics's or its licensors' proprietary rights;
 - b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
 - c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to DiLytics;
 - d) perform or disclose any benchmark or performance tests of the Services, including the DiLytics Programs;
 - e) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, DiLytics Programs, Ancillary Software, Services Environments or DiLytics materials to any third party, other than as expressly permitted under the terms of the applicable order.

5. SERVICE SPECIFICATIONS

- 5.1. The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning of the Services (such as number of users), functional and technical aspects of the DiLytics Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, etc.), then You are responsible for promptly purchasing additional quantity to account for Your excess usage. For any month that You do not promptly purchase such additional quantity, DiLytics may require You to pay, in addition to the fees for the

additional quantity, an excess usage fee for those Services equivalent to 10% of the fees for the additional quantity in the month in which such excess usage occurred.

- 5.2. DiLytics may make changes or updates to the Services (such as technical configurations, application features, security, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third-Party Content. The Service Specifications are subject to change at DiLytics's discretion; however, DiLytics changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period.

6. USE OF THE SERVICES

- 6.1. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts to the Services, you accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. DiLytics is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.
- 6.2. You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the DiLytics Programs. DiLytics is not responsible for performance or security issues encountered with the Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. DiLytics will coordinate with You the scheduling of application of Patches.

7. FEES AND TAXES

- 7.1. All fees payable to DiLytics are due within thirty (30) days from the invoice date. Once placed, your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that DiLytics must pay based on the Services You ordered, except for taxes based on DiLytics's income. Also, you will reimburse DiLytics for reasonable expenses related to providing any Professional Services. Fees for Services listed in an order are exclusive of taxes and expenses.
- 7.2. You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve DiLytics of its obligation during the Services Period to deliver Services that You have ordered per the terms of this Agreement.

8. SERVICES PERIOD; END OF SERVICES

- 8.1. Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain Services that are ordered will Auto Renew for additional Services Periods unless (i) You provide DiLytics with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Services, or (ii) DiLytics provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.
- 8.2. Upon the end of the Services, you no longer have rights to access or use he associated DiLytics Programs.
- 8.3. DiLytics may temporarily suspend Your access to or use of the Services if You or Your Users violate any provision within the ‘Rights Granted’, ‘Ownership and Restrictions’, ‘Fees and Taxes’ or ‘Use of the Services’ sections of this Agreement. DiLytics will provide advance notice to You of any such suspension in DiLytics’s reasonable discretion based on the nature of the circumstances giving rise to the suspension. DiLytics will use reasonable efforts to re-establish the affected Services promptly after DiLytics determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. DiLytics may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after DiLytics’s initial notice thereof. Any suspension or termination by DiLytics under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.
- 8.4. If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If DiLytics terminates the order as specified in the preceding sentence, you must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, you may not use those Services ordered.
- 8.5. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

9. NONDISCLOSURE

- 9.1. By virtue of this Agreement, the parties may have access to information that is confidential to one another (“Confidential Information”). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, and all information clearly identified as confidential at the time of disclosure.
- 9.2. A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party

either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

- 9.3. We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. DiLytics will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Service Specifications applicable to Your order. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

10. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 10.1. DiLytics warrants that it will perform the Services in all material respects in a professional manner in accordance with the Service Specifications applicable to Your order. If the Services provided to You were not performed as warranted, you must promptly provide written notice to DiLytics that describes the deficiency in the Services.
- 10.2. DILYTICS DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT DILYTICS WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY DILYTICS, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT DILYTICS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. DILYTICS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. DILYTICS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD-PARTY CONTENT.
- 10.3. FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND DILYTICS'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF DILYTICS CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND DILYTICS WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO DILYTICS FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

10.4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. DILYTICS'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO DILYTICS FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM DILYTICS UNDER SUCH ORDER.

12. INDEMNIFICATION

12.1. Subject to the terms of this Section (Indemnification), if a third party makes a claim against either You or DiLytics ("Recipient" which may refer to You or DiLytics depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or DiLytics ("Provider" which may refer to You or DiLytics depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b) gives the Provider sole control of the defense and any settlement negotiations; and
- c) gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

12.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects DiLytics's ability to meet its obligations under the relevant order, then DiLytics may, at its option and upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow DiLytics to terminate the license, then DiLytics may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.

12.3. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. DiLytics will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by DiLytics. DiLytics will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). DiLytics will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third-party intellectual property rights. DiLytics will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

12.4. This Section provides the parties' exclusive remedy for any infringement claims or damages.

13. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of the State of California and You and DiLytics agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

15. NOTICE

15.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with DiLytics or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to the Attention: General Counsel, Legal Department at the address specified in Your order.

- 15.2. To request a termination of Services in accordance with this Agreement, You must submit a service request to DiLytics at the address specified in Your order.

16. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services (including the DiLytics Programs) or an interest in them to another individual or entity. If You grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables.

17. OTHER

- 17.1. DiLytics is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that DiLytics's business partners and other third parties, including any third parties with which DiLytics has an integration or that are retained by You to provide consulting or implementation services or applications that interact with the DiLytics Programs, are independent of DiLytics and are not DiLytics's agents. DiLytics is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an DiLytics subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as DiLytics would be responsible for DiLytics resources under this Agreement.
- 17.2. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- 17.3. Except for actions for nonpayment or breach of DiLytics's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 17.4. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for DiLytics to perform the Services under this Agreement.
- 17.5. You agree to provide DiLytics with all information, access and full good faith cooperation reasonably necessary to enable DiLytics to provide the Services and You will perform the actions identified in Your order as Your responsibilities.
- 17.6. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making DiLytics aware of any technical requirements that result from Your regulatory obligations prior to entering an order governed by this Agreement. DiLytics will cooperate with Your efforts to determine whether use of the standard DiLytics Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by DiLytics or changes to the Services.

- 17.7. DiLytics may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with DiLytics’s audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, DiLytics can end Your Services and/or Your order. You agree that DiLytics shall not be responsible for any of Your costs incurred in cooperating with the audit.
- 17.8. The purchase of Services, DiLytics Programs, Professional Services, or other service offerings are all separate offers and separate from any other order. You understand that You may purchase Services, DiLytics Programs, Professional Services, or other service offerings independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

18. ENTIRE AGREEMENT

- 18.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference, together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.
- 18.2. It is expressly agreed that the terms of this Agreement and any DiLytics order shall supersede the terms in any purchase order, or other similar non- DiLytics document and no terms included in any such purchase order, or other non- DiLytics document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence. Except as otherwise permitted in Service Specifications with respect to the Services, this Agreement and orders hereunder may not be modified, and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of You and of DiLytics. No third-party beneficiary relationships are created by this Agreement.

19. MASTER SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Services Agreement is _____ (To be filled by DiLytics)