



TECHNOLOGY PREVIEW PARTICIPATION AGREEMENT

IMPORTANT: Please read this Technology Preview Participation Agreement (“Participation Agreement”) carefully as it sets out the terms and conditions you must agree to in order to participate in the Private Technology Preview Program.

TERMS AND CONDITIONS

1. Technology Preview Materials: Digie Inc. shall provide you with the “Technology Preview Materials”, including: the login information required for participation in the Private Technology Preview Program, a browser-based web application interface to the Digie technology and services, an associated Digie database containing all the data, information and knowledge entered and/or performed by you, and supporting documentation regarding the Digie technology, services, products and concepts. You may be obligated to return some or all of the Technology Preview Materials provided to you, if so, Digie Inc. will supply you with the necessary instructions.

2. Participant Feedback: You agree to provide reasonable feedback to Digie Inc., about your experiences using Digie and the Technology Preview Materials, and information about connectivity and usability of the Technology Preview Materials. All of your feedback shall be the property of Digie Inc. and may be used by Digie Inc. for any purpose it sees fit.

3. Ownership of Technology Preview Materials: You understand that Digie Inc. or its affiliates shall own all of the Technology Preview Materials, including without limitation all intellectual property rights therein. You shall keep the Technology Preview Materials free of all security interests, liens, or other encumbrances. You may not sell, lease, license, loan or otherwise transfer or dispose of any of the Technology Preview Materials. You shall keep the Technology Preview Materials in your possession, custody and control at all times.

4. Confidential Nature of Technology Preview Materials: You acknowledge and agree that:

- a. the Technology Preview Materials are the confidential information of Digie Inc.;
- b. the Technology Preview Materials are pre-release materials and not intended for public release;
- c. disclosure of any part of the Technology Preview Materials to any third party, including but not limited to any trade or consumer press, news agency or any competitor of Digie Inc., will cause significant and irreparable harm to Digie Inc., the extent of which may be difficult to ascertain. Accordingly, you agree Digie Inc. shall be entitled to injunctive relief as well as all other legal remedies that may be available in the event you breach this agreement.

5. Participant's Warrants and Representations: You warrant and represent that you:

- a. are at least 18 years of age;
- b. own your computer and do not share it with anyone else;
- c. will not post any comments or other communications which may be offensive or threatening;
- d. **acknowledge and agree that you have no expectation of privacy or confidentiality** in any personal information, knowledge, ideas, designs or inventions that you choose to disclose during your participation in the Private Technology Preview Program or during your use of any of the Technology Preview Materials, including all data captured or entered during your participation in the Private Technology Preview Program;
- e. agree that Digie Inc. may remove any content created by you, or data entered by you, for any reason;
- f. will not disclose any part of the Technology Preview Materials to any third party, including but not limited to any trade or consumer press, news agency or any competitor of Digie Inc.;
- g. will only use the Technology Preview Materials in your home or office and you will not give any public exhibitions or displays using the Technology Preview Materials;
- h. agree that if you allow anyone else to use the Technology Preview Materials in your home or office you accept responsibility for their acts, including any violations of this agreement which could result in the termination of your account;
- i. will immediately notify Digie Inc. if you find or become aware that the Technology Preview Materials are in the possession of a third party, and you will use your best efforts to help recover the Technology Preview Materials and to prevent any further loss;
- j. will use the content, technology and services made available to you through the Private Technology Preview Program only for the purposes intended as any misuse of such content or tools may result in immediate termination of your account and participation in the Private Technology Preview Program;
- k. will not misappropriate any of the intellectual property, or registered trademarks, of Digie Inc. or any other party as such misappropriation may result in legal prosecution; Digie is a registered trademark of James M. Mazzu.

6. No Warrantee:

SERVICES AND MATERIALS ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PROVIDED UNDER LAW, DIGIE INC. DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, DIGIE INC. DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS WEBSITES AND APPLICATIONS PROVIDED UNDER THE PRIVATE BETA TEST PROGRAM AT ANY

TIME YOU WANT. FROM TIME TO TIME, THERE MAY BE PROBLEMS RELATED TO ACCESS, DELAY OR FAILURE TO PERFORM THAT ARE BEYOND THE REASONABLE CONTROL OF DIGIE INC. YOU AGREE THAT DIGIE INC. HAS NO LIABILITY FOR SUCH DISCONTINUANCE.

7. Limitation of Liability and Remedies: You agree that notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all direct or general damages), the entire liability of Digie Inc. and any of its affiliates under any provision of this Participation Agreement and your exclusive remedy for all of the foregoing shall be limited to Ten dollars (\$10 U.S.). The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. In no event shall Digie Inc. or its affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever.

8. Term/Termination: This Participation Agreement will be effective from the time you click the “accept” button until terminated. You may terminate this Participation Agreement at any time by returning the materials sent to you and providing Digie Inc. written notification of your termination by sending an email to preview@digie.ai. Your account and participation privileges may be terminated immediately if you fail to comply with any of the terms and conditions of this Participation Agreement or if you fail to provide reasonable feedback in a timely manner. Digie Inc. also reserves the right to terminate your account or the Private Technology Preview Program at any time with or without cause.

9. Governing Law and Venue: You agree that the laws of the State of Delaware shall govern the terms of this Participation Agreement and your participation in the Private Technology Preview Program.

10. Copy of Participation Agreement: If you do not agree to be bound by the terms and conditions of this Agreement, do not continue any further. By submitting an application for a Technology Preview at Digie Inc. you are once again representing that:

- a. you are 18 years of age or older;
- b. you wish to participate in the Private Technology Preview Program;
- c. you have read this entire Participation Agreement;
- d. you specifically agree to be bound by all of the above listed terms and conditions.