

Dash0 Terms of Service and License (Product and Services)

Last updated October 30, 2024

Introduction

These Terms of Service govern the licensing and subscription of the various observability solutions (“**Products and Services**”) that are provided by Dash0 Inc. (<https://www.dash0.com/>) (“**Company**”). These Terms of Service shall be read in conjunction with the [Website Terms and Conditions](#) and the [Privacy Policy](#).

Please read these terms carefully, as access and use of the Products and Services of Company creates a legal obligation between the Users (“**you**”/ “**yours**”/ “**Customer**”) and Company (“**Agreement**”/ “**Terms**”) and you agree to abide, and that you are bound, by these terms. If you do not agree to be bound by the terms stated here, please do not use or access the Products and Services of Company.

This agreement and the use of the terms “you” or “users” are applicable to all types of users of the Products and Services, including owners who initially set up the Products and Services and/or are granted ownership privileges by the initial owner(s), administrators, who manage and run a team, channel, or group and users who are invited to join an existing group and/or team that has already been created.

If you are entering into this agreement on behalf of a company or another legal entity, you represent that you have the authority to bind such entity, its affiliates, and users to this agreement. In such case, the terms “you” or “your” shall also refer to such entity, and its affiliates, as applicable. If you do not have such authority, or if you do not agree with this agreement, you may not use the Products and Services.

1. **Conclusion of contract and Use and Access of Products and Services:** By registering for an account on www.dash0.com (or signing in via a Single Sign-On functionality), you legally accept the Terms, which are incorporated by reference, and you are granted access to use the Products and Services under a Free Subscription (as defined below). Any further use of the Products and Services, beyond the scope of the Free Subscription (as defined below), shall be subject to the applicable fees, features, scope, duration, and additional terms and conditions as set out in detail in the applicable price and tier lists on www.dash0.com, which are specified when you manually upgrade the Free Subscription (as defined below) to a SaaS Subscription (as defined below), either by selecting and legally binding accepting such upgrade in your registered account settings/admin console or through a corresponding designated order form, statement of work, insertion order or other agreements with Company (each such process an “**Order**”), incorporated by reference to these terms, which you have executed, signed or otherwise authorized in conjunction with the purchase of the right to use the Products and

Services. Any reference to “agreement” shall also refer to these terms as well as to the Order. In the event that the Products and Services are provided free of charge, such Order may not be executed and the terms herein shall apply. The access to the Products and Services are subject to the terms stated here in these terms and conditions. Company shall in performing its obligations under these terms with all due skill, care and diligence in a safe, competent and timely manner. The service levels as provided here shall be the sole remedy for the quality and availability of the Products and Services.

2. **SaaS-Subscription:** Subject to the terms and conditions hereunder, including timely payment of all applicable Fees (as defined below), you are hereby granted with a personal, term-limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Products and Services during the term specified under the applicable Order as per the scope specified herein, for your own internal use (“**SaaS Subscription**”).
3. **Free Subscription:** Company may propose to you, from time to time and at its full discretion, and with no obligation to do so, a free-of-charge SaaS Subscription on terms and scope to be determined by Company, for your own internal evaluation purposes or otherwise for any marketing purposes Company deems fit (“**Free Subscription**”). You hereby acknowledge that the Products and Services offered under such Free Subscription shall be so provided with limited features and functionality and for a limited time period only. The Free Subscription may be revoked by Company at any time, with or without cause. Company further reserves the rights to cease such Free Subscription and use and charge fees therefore at any time subject to an Order to be executed by the parties. In case the Free Subscription is offered for a limited time period, your access may be suspended after the time lapses. The Free Subscription period will be displayed in your account settings/admin console or in any other place of the admin center of the SaaS Product. In the event that you do not convert the Free Subscription into a paid offering, Company reserves the right without any liability to you to delete all Content Processed through the SaaS Product 30 days after the Free Subscription period has lapsed.
4. **Support:** Company will provide in-product support through either a chat-bot, a Slack channel and/or via email at support@dash0.com (“**Support**”). Although no response times are guaranteed, Company will use commercially reasonable efforts to respond to such support requests within 48 hours. Company may at its discretion, delegate the performance of certain portions of the Support to third parties, but will remain responsible to Customer for delivery thereof. In such case, where the Support is delegated to third-parties and if any such Support is not performed with reasonable skill, care and diligence, Company will re-perform the Support to the extent necessary to correct the defective performance, and Customer acknowledges that re-performance shall be Customer’s sole and exclusive remedy for any such defective performance.
5. **Feedback:** You hereby grant Company a perpetual, irrevocable, royalty-free, and fully paid-up right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you and/or any end-users related to the Products and Services or other Company products or services, including for the purpose of improving and enhancing the Products and Services and/or such other products or services. You shall aid Dash0 in the detection and resolution of software

defects by reporting bugs or providing any relevant information, to the extent that such information is within your possession.

6. **Your Responsibility:** Other than the rights and licenses expressly provided to you hereunder, no other rights, licenses, or interest whatsoever in any of the Products and Services and/or any component thereof, are transferred or granted. Without limiting the foregoing, you may not: (i) use the Products and Services or any part thereof, for purposes other than those explicitly set forth hereunder; (ii) reverse engineer or de-compile, modify, Products and Services, or any part thereof, or create derivative works thereof or extract any source code from any binary code or files provided; (iii) sub-license, resell or reoffer the Products and Services, or any part thereof or use the Products and Services to offer services to any third parties (including in a service bureau environment); (iv) otherwise commercially utilize the Products and Services, or any part thereof except as expressly permitted under this Agreement.
7. **Proper use of Products and Services:** You agree that you will not use the Products and Services for any of the following purposes: (i) Any unlawful, invasive, infringing, defamatory or fraudulent purpose; (ii) To send unsolicited bulk commercial emails (“**Spam**”) of any kind, regardless of the content or nature of such messages; (iii) To send any harmful code or attachment with the Products and Services; (iv) To use the Products and Services in a way that has a detrimental effect upon Company, its Users or the Products and Services, as determined by Company at its sole discretion; (v) To use or attempt to use the Products and Services in breach of these Terms; (vi) To transmit harassing, obscene, racist, malicious, abusive, libelous, illegal or deceptive messages or files; (vii) To commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious act; (viii) To interfere with the use of the Products and Services by other Users; To alter, tamper with or circumvent any aspect of the Products and Services; and/or (ix) To test or reverse engineer any of the Products and Services in order to find limitations or vulnerabilities.
8. **Account Access:** You acknowledge and agree that you are responsible for your use of the Products and Services. You are fully responsible for the control of and/or access to your account, including limiting access to user names and passwords and you agree to take all reasonable precautions to protect your user name and password and access to your account. You agree that you will immediately notify the Company in the event that you discover or believe that your account or user name or password has been accessed in any unauthorized way. Company shall not be liable to you or any third party for any failure by you to prevent unauthorized access to your account. You shall not provide/use false information to gain access to or use the Products and Services.
9. **Equipment:** You shall be responsible for obtaining and maintaining any equipment and ancillary services (such as access to the internet) needed to connect to, access or otherwise use the Products and Services, including, without limitation, modems, hardware, servers, operating systems, networking, web servers and the like and You shall be responsible for the safety of the same.
10. **Users authorized by You:** You shall be solely responsible for (i) acts and omissions of any other users, who have been authorized by you to use the Products and Services and Company shall not be liable for any loss of data or functionality caused directly or indirectly by the users. By taking the SaaS Subscription You represent and warrant, that any personal data

that is input by You or your users is being input through their own consent; (ii) for any loss due to data access, modification, or deletion done by the third-party integration undertaken by you, without consent of Company.

11. **System Breakdown:** Company shall not be liable for servicing you in the event of any system breakdowns at your end.
12. **You are responsible for your Data:** The Products and Services cannot and should not be relied upon to detect all or any malicious or other harmful or problematic files or data, and you are responsible for all data and content that you post and/or access, even if it was monitored, debugged or otherwise processed (“**Process**”) by the Products and Services. We urge you not to access or read any suspicious files and/or information even if those were Processed using a Company product.
13. **Your responsibility for Processing data through Products and Services:** You understand that all information (such as data files, written text, computer software, code, music, audio files or other sounds, photographs, videos, or other images, etc.) which you may Process, using the Products and Services are the sole responsibility of the person party from whom or from which such content originated. All such information is referred to below as the “**Content**”.
14. **Use at your Risk:** You further understand that although you are using the Products and Services you may be exposed to Content that you may find harmful, unlawful, offensive, indecent, or objectionable and that you use the Products and Services at your own risk.
15. **Use with care:** You agree that you are solely responsible for (and that Company has no responsibility to you or to any third party for) any Content that you access, use, transmit or display while using the Products and Services and for any consequences that your actions may have (including any loss or damage which Company may suffer) by doing so. You agree that you will not engage in any activity that interferes with or disrupts the Products and Services or the servers and networks which are connected to the Products and Services. You agree that any information you give to Company will always be accurate, correct, and up to date.
16. **Permitted Use:** You agree to use the Products and Services only for purposes that are permitted by (a) the Terms and (b) any applicable laws and regulations in the jurisdictions in which you use the Products and Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
17. **Data Privacy:** You acknowledge and agree that in connection with the provision of the Products and Services, Company may gain access to certain information and data which you Process or provide. Company’s privacy policy is set out at: <https://www.dash0.com/policies/privacy>. You acknowledge and agree that you have read and understood the policy and agree to be bound by its terms (as applicable).

Company shall maintain technical and organizational safeguards which are reasonably expected to protect the security, confidentiality and integrity of the data collected from the Customer, details of which may be requested by you by sending an e-mail at security@dash0.com. Company shall collect certain essential information by virtue of the

Customer's use of the Products and Services of Company and such data shall be protected and kept private by Company.

Any Content, Confidential Information and/or Data of the Customer shall be retained by Company during the Term of the Order, and on expiry and/or termination of this Agreement, all such Content, Confidential Information and Data shall be deleted within 30 days of request by the Customer and if requested a confirmation to this effect shall be given by Company to the Customer.

18. **Confidentiality:** Each party will protect Confidential Information disclosed by the other party by (i) not disclosing it to third parties, (ii) preserving its confidentiality with the same level of care it applies to its own similar types of Confidential Information, and always by taking reasonable steps to preserve confidentiality, and (iii) using it only for the performance of this Agreement. A party will disclose the other party's Confidential Information only to its employees and consultants who need to know such information to perform under this Agreement, and only after informing such recipients that the information must be protected as confidential and may be used only for the performance of this Agreement. A party is responsible for any disclosure or misuse of Confidential Information by its employees or consultants. A receiving party may, without breaching this Agreement, disclose Confidential Information disclosed by the other party to the extent required to comply with a court order or applicable law or regulation provided that if a receiving party becomes subject to such a requirement, it must notify the disclosing party as soon as possible and, in any case, before it makes the required disclosure (if such notice is allowed under applicable law) and it must reasonably cooperate with the disclosing party (if requested, and at the disclosing party's expense) to seek a protective order or similar protection for its Confidential Information. The receiving party will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

Each party acknowledges that money damages may not adequately protect the disclosing party against actual or threatened breach of this Agreement and that such breach would result in irreparable harm to the disclosing party. Because of this, a disclosing party may pursue judicial orders (including temporary remedies) in any competent court to protect its Confidential Information without having to provide proof of actual damages.

"Confidential Information" means all non-public information or materials, including information and materials disclosed prior to the date of this Agreement, that are marked as confidential, orally described as confidential, or should reasonably be understood to be confidential; however, Confidential Information, does not include information that (i) was previously known to the receiving party without any confidentiality obligation, (ii) is or becomes publicly known through no wrongful act of the receiving party, (iii) was rightfully received from a third party without any confidentiality obligation to that third party, or (iv) was independently developed by the receiving party without use of or reference to any Confidential Information.

19. **Fee:** In consideration for the rights, licenses, and services granted under this Agreement, you shall pay Company the fees specified under the relevant Order ("**Fees**") in accordance with the payment and other terms specified thereunder. The Fee is exclusive of any taxes.

In absence of any such payment terms in the Order, Fees shall be payable within thirty (30) days following the receipt of the respective invoice from Company. Failure to pay the Fee on time may result in monetary penalties at the rate of 1.5% per month from the date of such delay till such time that the payments are made. The access to Products and Services shall be revoked immediately on non-payment of the Fee.

20. **Intellectual Property:** You acknowledge and agree that Company is the exclusive owner of Company's Products and Services, including, without limitation, any and all derivatives, enhancements, modifications, and/or improvements thereto, and any and all intellectual property or proprietary rights under any and all of the foregoing.
21. **Indemnification by Company:** Company agrees at its sole cost and expense to indemnify, defend and hold you harmless your officers, directors, employees, and permitted successors and assigns from and against any and all third party claims, damages, costs, liabilities, or expenses incurred (including reasonable attorneys' fees), finally awarded against you in a settlement or by a court, to the extent arising from any claims, suits or proceedings brought by third parties alleging that the Products and/or Services infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Company's above duty to indemnify is contingent on and subject to you providing Company with a prompt written notice of any such claim, allowing Company to control the defense and settlement of any such claim and reasonably cooperating (at Company's expense) with Company in connection with the foregoing. Company shall have no duty to indemnify to the extent that the liability arises from: (i) modification to the Products and Services or any part thereof made not by Company; (ii) use of the Products and Services not in accordance with this Agreement and/or the applicable documentation; or (iii) where the liability arises from the combination of the Products and Services with other product, software or platform, where the Products and Services standing-alone would not have caused such liability.
22. **Your Indemnification to Company:** You agree to indemnify and hold harmless Company, its affiliates and their respective directors, officers, employees, and subcontractors, upon Company's request and at your own expense, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any third-party complaint, claim, plea, or demand in connection with any misuse of Company's Products or Services, or in connection with the breach of any provision or representation in these Terms or under applicable law.
23. **DISCLAIMER OF WARRANTIES AND LIABILITIES**
EXCEPT AS OTHERWISE EXPLICITLY AGREED HEREIN, THE PRODUCTS AND SERVICES (WHETHER PROVIDED WITH OR WITHOUT CONSIDERATION) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER THESE TERMS, COMPANY'S ORDER FORM, NOR ANY DOCUMENTATION FURNISHED UNDER THEM ARE INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE PRODUCTS AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE AND/OR THAT ANY ERROR OR

MALFUNCTION MAY OR WILL BE RESOLVED. COMPANY NEITHER PROVIDES NOR EXTENDS ANY PRODUCT OR SERVICE WARRANTY, SUPPORT AND/OR MAINTENANCE OBLIGATIONS TO YOU, AND/OR ANY SERVICE LEVEL OR UP-TIME AVAILABILITY COMMITMENT, WHETHER THE PRODUCTS AND SERVICES ARE PROVIDED WITH OR WITHOUT CONSIDERATION. YOU ACKNOWLEDGE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCTS AND SERVICES IS WITH YOU. SHOULD THE PRODUCTS AND SERVICES PROVE INADEQUATE IN ANY WAY, YOU AND NOT COMPANY ASSUME THE ENTIRE COST OF ANY COSTS OR DAMAGES INCURRED BY YOU. COMPANY DOES NOT WARRANT THAT ANY DATA SENT BY OR TO YOU WILL BE TRANSMITTED IN SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE OR DEFINED PERIOD OF TIME, OR THAT THE PRODUCTS AND SERVICES WILL PREVENT FROM OCCURRING THAT WHICH THEY ARE DESIGNED TO PREVENT. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED, RECEIVED OR SUBMITTED THROUGH THE PRODUCTS AND SERVICES ARE AT YOUR SOLE RISK AND THAT COMPANY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY HARM OR DAMAGE TO YOU OR YOUR PROPERTY (INCLUDING ANY DATA, PERSONAL COMPUTER EQUIPMENT OR STORAGE MEDIA). COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OF DATA, INFORMATION OR ATTACHMENTS WHICH ARE PROCESSED THROUGH COMPANY'S PRODUCTS AND SERVICES.

24. LIMITATION OF LIABILITY

EXCEPT FOR EITHER PARTY'S WILLFUL MISCONDUCT UNDER THESE TERMS, UNDER NO CIRCUMSTANCES WHATSOEVER WILL EITHER PARTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO THESE TERMS (INCLUDING TO AVOID ANY DOUBT ANY RELATED ORDER AND/OR AGREEMENT). EXCEPT FOR EITHER PARTY'S WILLFUL MISCONDUCT UNDER THESE TERMS (INCLUDING TO AVOID ANY DOUBT ANY RELATED ORDER AND/OR AGREEMENT), IN NO EVENT SHALL COMPANY'S AND ITS AFFILIATES' JOINT AGGREGATE TOTAL LIABILITY UNDER THESE TERMS (INCLUDING TO AVOID ANY DOUBT ANY RELATED ORDER AND/OR AGREEMENT) EXCEED: THE AMOUNTS ACTUALLY PAID BY YOU TO COMPANY IN THE 12-MONTH PERIOD PRECEDING THE EVENT OF LIABILITY. SPECIFICALLY WITH RESPECT TO A FREE SUBSCRIPTION, IN NO EVENT SHALL COMPANY'S AND ITS AFFILIATES' JOINT AGGREGATE TOTAL LIABILITY UNDER THESE TERMS (INCLUDING TO AVOID ANY DOUBT ANY RELATED ORDER AND/OR AGREEMENT) EXCEED: AN AGGREGATE AMOUNT OF ONE HUNDRED UNITED STATES DOLLARS (US\$100). THE LIMITATIONS IN THIS SECTION ARE COMPREHENSIVE AND THE EXAMPLES GIVEN ARE NOT EXHAUSTIVE. THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS SECTION ARE SEPARATE AND INDEPENDENT OF ANY OTHER LIMITATIONS IN THESE TERMS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY.

25. **Export Control:** The Products and Services delivered to you under this Agreement may be subject to U.S. export control laws and regulations. You shall abide by all applicable export control laws, rules and regulations applicable to the Products and Services. Without derogating from the generality of the foregoing, you agree that you will not export, re-export, or transfer the Products and Services, in whole or in part, to any country, person, or entity subject to U.S. and any other applicable export restrictions. To avoid any doubt, the use of the Products and Services, in whole or in part, in any country, not in accordance with U.S., export restrictions is not allowed. You specifically agree not to export, re-export, or transfer the Products and Services (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Products and Services or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.
26. **Term:** The term of this Agreement shall commence upon its acceptance by you and the terms of each Order shall respectively commence on the effective date stated in such Order (“**Effective Date**”) and shall continue for the duration of the term as specified in such Order (“**Initial Term**”). The Initial Term shall automatically renew for successive term(s) of twelve (12) months (each a “**Renewal Term**”), without the need to execute a renewal Order, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term of its intent not to renew, and if such notice is provided, this Agreement shall then terminate with respect to such Order at the end of the then-current term.
27. **Termination for Material Breach:** In case of a material breach of this Agreement by either Party not remedied within fifteen (15) days from the other party’s written notice thereof, or in case either party should become bankrupt or insolvent and such event had not been challenged within thirty (30) days of filing, the other party shall have the right to terminate this Agreement with immediate effect. The foregoing notwithstanding, in case of any violation by you of these Terms which is non-curable, Company may immediately terminate this Agreement and/or the applicable Order upon written notice, without any prejudice to any other rights or remedies it may under this Agreement or applicable law.
28. **No Cancellation, No Refunds:** Orders are non-cancellable and any Fees paid are non-refundable even in the event of any non-used term by you. Further, to the extent Company agreed in a specific Order that the Fees shall be subject to a multi-year discount (i.e. a reduced annual fee subject to a long-term commitment for the procurement of the Products and Services), then, upon early termination of this Agreement and/or such applicable Order, for any reason whatsoever, an adjustment shall be made to the Fees to reflect the actual fees due to Company as a result of such early termination and consequently you shall promptly pay Company upon notice any excess amount due.
29. **Effect of Termination:** In any event of expiry or termination of this Agreement all licenses, all amounts outstanding shall become immediately due to Company and any and all rights or licenses granted hereunder shall immediately expire and any and all use and/or exploitation by Customer of the Products and Services, and any part thereof, shall immediately cease and

expire. Provisions contained in this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement shall so survive such termination.

30. **Publicity:** Company may make public statements, references or announcements with respect to this Agreement and/or the use of the Products and Services by the Customer and in such context Company shall be allowed to use Customer's name, trademarks and logos during the term of this Agreement. At the request of Company, the Customer shall reasonably cooperate with Company in the preparation of a case study document on how the Product and Services are being used by the Customer and how the Customer benefits from such use. In the event you do not want Company to use your name, trademarks and logos, please send a e-mail to legal@dash0.com
31. **Force Majeure:** Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay in performance or non-performance of any obligations under this Agreement to the extent that the delay or non-performance is due to Force Majeure provided that the relevant party has used reasonable endeavours to avoid and mitigate the effects of the Force Majeure and to carry out its obligations under this Agreement in any other way that is reasonably practical. "Force Majeure" means any cause preventing either party from performing all or any of its obligations which arise from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented, including without limitation, strikes, lockouts, other industrial disputes or other restraints or stoppages of labor of suppliers, acts of god, war, riot, civil commotion, terrorism, malicious damage, pandemic, epidemic or extreme weather or environmental conditions.
32. **Notices:** Any notices or communications under this Agreement to you will be addressed to the addresses specified in the Order, as either party may update by written notice from time to time. Notices under this Agreement shall be deemed effective immediately upon delivery if delivered personally, one (1) business day after delivery if sent by e-mail with a confirmation, one (1) business day after sending via a registered overnight carrier and five (5) days after posting if mailed by registered, certified mail. In addition, Company may provide notices electronically in the Products and Services or otherwise in its website, as long as they are provided in a visible form to you.
33. **Governing Law and Dispute Resolution:**
This Agreement shall be governed by, construed and enforced in accordance with the laws of State of Delaware and subject to the Dispute Resolution stated below, the courts therein shall have the exclusive jurisdiction upon the disputes arising herefrom this Agreement.

Dispute Resolution shall in the first instance be via mediation between the Parties, failing which, the parties will submit the Dispute to final and binding arbitration administered under by JAMS Mediation, Arbitration and ADR Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, if applicable (collectively, the "Rules") that are in effect at the time of the commencement of the arbitration. The parties agree to conduct any hearings or conferences required by the arbitration virtually by videoconference; provided, however, that if virtual video conferencing is not available, such hearings or conferences shall be in New York, New York.

The arbitrators' award may be entered and enforced in any court with competent jurisdiction. The costs of the arbitration proceeding, including reasonable attorneys' fees and costs, will be determined by the arbitrators, who may apportion costs equally, or in accordance with any finding of fault or lack of good faith of either party. THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

34. **Assignment:** Company may assign these Terms and/or any Order without a notice or your consent. You, however, may not assign these Terms and/or any Order. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.
35. **Entire Agreement, Updates:** This Agreement (including any Order and exhibits and schedules thereto) constitutes the entire agreement between the parties with respect to the Products and Services and supersede all previous proposals, both oral and written, representations, writings, and all other communications between the parties. Company reserves the right, at its discretion, to update, change, modify, add, or remove portions of this Agreement ("**Agreement Updates**") by providing you a written notice to such effect or by otherwise posting such Agreement Updates within the Products and Services or in Company's website, in a form visible to you. Unless you provide us a written notice within fourteen (14) days, objecting to such Agreement Updates, such Agreement Updates shall become binding upon you. In any event, your continued use of the Products and Services shall constitute your binding acceptance of the Agreement Updates.
36. **Relationship between the Parties:** The parties are independent contractors and these Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries under these Terms.
37. **Waiver, Severability:** Neither party's failure to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the Agreement remain in full force and effect.

If you have any questions about these Terms, please feel free to reach out via e-mail to legal@dash0.com

These Terms of Service were published on 2024-10-30, from New York, New York, United States of America.