



Terms and Conditions of
Service Agreement

Subscriptions and Accounts

All provision of subscriptions, services, and membership accounts are subject to acceptance by DRA Consulting Services LLC. All services are authorized to be billed within the designated billing cycle presented to buyer or Account Holder (Account Holder) for the amount stated at time of purchase. If the terms or price of a subscription changes, Account Holder shall be notified within thirty days before subscription change is applied.

Cancellation

Cancellation is allowed at any time by an account holder or authorized agent thereof. All cancellations must be done before the next billing cycle to avoid any unwanted charges. Refunds are not allowed on payments already made by . DRA Consulting Services LLC reserves the right to cancel any subscription for any reason without prior notice.

Limitation of Liabilities

Account Holder shall not be entitled to, and DRA Consulting Services LLC shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of buyers, punitive damages, intellectual property infringement, loss of contracts or orders or any indirect, special, incidental, or consequential damages of any nature. Buyer's recovery from DRA Consulting Services LLC for any claim shall not exceed the purchase price paid for the affected products or services irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise. Buyer will indemnify, defend, and hold DRA Consulting Services LLC harmless from any claims based on (a) DRA Consulting Services LLC' compliance with Buyer's designs, specifications, or instructions, (b) modification of any products by anyone other than DRA Consulting Services LLC, or (c) use in combination with other products.

Use of Products and Services

Unless otherwise noted, products and services sold by DRA Consulting Services LLC are not designed, intended, or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such products and services could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Account Holder uses or sells the products or services for use in any such applications: (1) Account Holder acknowledges that such use or sale is at Account Holder's sole risk. (2) Account Holder agrees that DRA Consulting Services LLC and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use. (3) Account Holder agrees to indemnify, defend, and hold DRA Consulting Services LLC and the manufacturer of the Products harmless from and against all claims, damages, losses, costs, expenses, and liabilities arising out of or in connection with such use or sale.

Force Majeure

DRA Consulting Services LLC is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond DRA Consulting Services LLC' reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or

inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing DRA Consulting Services LLC from performance and barring remedies for non-performance. In an event of force majeure condition, the DRA Consulting Services LLC' time for performance shall be extended for a period equal to the time lost because of the force majeure condition without subjecting DRA Consulting Services LLC to any liability or penalty. DRA Consulting Services LLC may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Account Holder.

Technical Assistance or Advice

If technical assistance or advice are offered or given to Account Holder, such assistance or advice is given with assumption of reasonable expectations from Account Holder. DRA Consulting Services LLC shall not be held liable for the content or Account Holder's use of such technical assistance or advice, nor shall any statement made by any of DRA Consulting Services LLC' representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

General

The laws of the State of Arizona will exclusively govern any dispute between DRA Consulting Services LLC and Account Holder. Account Holder may not assign this Agreement without the prior written consent of DRA Consulting Services LLC. DRA Consulting Services LLC or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successor and assigns. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.