

# Unlocking the Potential of Your Innovations:

How DiGiCOR's Proof of Concept Services Can Help Turn Your Ideas into Reality

Are you ready to turn your innovative ideas into reality? DiGiCOR's proof of concept services can make it happen.

With our team of experts, you will be able to conduct a thorough and comprehensive test of your product, process, or concept. We will help you determine if your idea is viable and explore its potential for development or building. We will also verify that it will function as envisioned and identify any potential technical and logistical issues that might interfere with success.

Furthermore, our proof of concept services also address how the proposed product or service will support your organizational goals, objectives, or other business requirements. With this information, you will be able to make an informed decision about whether to move forward with the idea or not.

Our proof of concept service is a cost-effective way to validate your ideas and make sure they are viable before investing a significant amount of resources into them. With DiGiCOR's proof of concept services, you will have the information you need to make confident and strategic business decisions.

We understand that every project is unique and the duration of the POC will vary depending on the specific requirements of the project. Our team will work closely with you to establish a realistic timeline for the completion of the POC, taking into consideration all the necessary factors.

We will keep you informed throughout the process, and provide regular progress updates, so you can stay informed and have a clear picture of when you can expect the results.

Please note that, in order to ensure the best possible outcome, we recommend allowing adequate time for the POC process. Rushing the process can lead to incomplete results and may not provide a clear picture of the project's potential.

We are dedicated to providing you with the best possible service and will work with you to ensure the POC is completed in a timely and efficient manner.

Additionally, if you decide to move forward with your idea, we can also provide you with the necessary hardware for the proof of concept and even give you an option to purchase it. This can save you time and money in procuring the hardware yourself.

Do not let your ideas go to waste. Contact us today to learn more about our proof of concept services and take the first step towards turning your ideas into reality.

## Introduction

DiGiCOR's proof of concept (POC) services provide a theoretical demonstration of a product, process, or concept to determine whether an idea can be turned into a reality. We understand that every project is unique, and in order to ensure the best possible outcome, we require specific information from the client before starting the POC.

To begin, the client must provide DiGiCOR with the following:

- **Success Criteria:** Specific goals and objectives that the project must meet.
- **Opportunity Value:** Information about the potential market and strategic advantages of the project.
- **Scalability Assessment:** Details regarding the scalability of the technology, potential market size, and other growth factors.

This information enables DiGiCOR to deliver a comprehensive and accurate POC, helping the client make informed decisions about the project's potential.

## Definitions

- **Agreement:** This document and any attached exhibits or schedules.
- **Customer:** The individual or entity receiving the Equipment and POC services.
- **Equipment:** Any hardware, software, or associated documentation provided by DiGiCOR under this Agreement.
- **Loan Period:** The agreed duration for which the Equipment is loaned.
- **Confidential Information:** Non-public information shared under this Agreement, including business, technical, or financial details.

## Terms and Conditions of the Service

### Definition of Services

DiGiCOR's POC services include testing the viability of a product or concept, identifying technical and logistical issues, and exploring potential for development and scalability.

### Loan Period

The "Loan Period" begins upon Equipment delivery to the Customer and continues for the agreed duration. Extensions may be granted at DiGiCOR's discretion.

### Export Compliance

The Customer agrees to comply with all applicable export laws and regulations. Equipment may not be exported or re-exported without necessary licenses or approvals.

### Labelling

The Customer must ensure that proprietary labels or markings on the Equipment, such as "Property of DiGiCOR," remain intact and unobstructed throughout the Loan Period.

### Use Prohibitions

The Customer is prohibited from:

- Benchmarking or publicly disclosing test results related to the Equipment without DiGiCOR's prior written consent.
- Modifying, reverse engineering, or creating derivative works based on the Equipment.
- Transferring, renting, or reselling the Equipment.
- Removing proprietary labels or markings from the Equipment.

### Equipment Usage and Ownership

1. The Equipment is provided for testing and evaluation in a non-production environment.
2. The Equipment remains the property of DiGiCOR unless purchased by the Customer.
3. The Customer is responsible for any loss or damage to the Equipment during the Loan Period and will bear repair or replacement costs.

### License Grant

DiGiCOR grants the Customer a revocable, non-exclusive, and non-transferable license to use any software embedded in or delivered with the Equipment solely for the purposes of testing and evaluation. The license is restricted to:

1. Use in a non-production environment.
2. Compliance with all documentation provided by DiGiCOR.

The license and use of software are conditional upon approval from third-party vendors where applicable. Such licenses are provided on a trial or demo basis, and the Customer must adhere to any additional conditions imposed by the vendor.

The license will terminate upon the expiration of the Loan Period or earlier if this Agreement is terminated.

### License Restrictions

The Customer is prohibited from:

- Modifying, reverse engineering, or creating derivative works based on the software.
- Copying, distributing, or disclosing the software to third parties.
- Using the software on non-DiGiCOR equipment.

The Customer must also ensure that all software-related proprietary notices remain intact.

1. The Equipment is provided for testing and evaluation in a non-production environment.
2. The Equipment remains the property of DiGiCOR unless purchased by the Customer.
3. The Customer is responsible for any loss or damage to the Equipment during the Loan Period and will bear repair or replacement costs.

### Indemnification

The Customer agrees to indemnify and hold DiGiCOR harmless from claims, damages, or liabilities arising from misuse or unauthorized use of the Equipment.

### Insurance Requirements

The Customer shall maintain insurance coverage for the Equipment during the Loan Period to cover potential loss or damage.

### Technical Support

DiGiCOR will provide limited technical support during the Loan Period to assist with operational issues related to the Equipment.

### Intellectual Property

Any intellectual property created during the POC process shall belong to the client. DiGiCOR will not use or disclose such intellectual property without prior written consent.

### Payment

The Customer shall pay DiGiCOR the agreed fee for the POC services, as outlined in the project proposal. Payment is due upon service completion.

### Warranty and Disclaimer:

The Equipment is provided "as-is" without express or implied warranties, including merchantability or fitness for a particular purpose. DiGiCOR is not liable for indirect, incidental, or consequential damages arising from Equipment use.

### Termination and Return of Equipment:

1. This Agreement terminates upon expiration of the Loan Period or breach of terms.
2. Upon termination, the Customer must return the Equipment in its original condition and packaging within five (5) business days. Failure to return will result in the Customer being liable for full replacement costs.

## **Force Majeure**

Neither party is liable for delays or failures caused by events beyond their reasonable control, such as natural disasters, pandemics, cybersecurity breaches, or government actions.

## **Governing Law**

This Agreement is governed by the laws of the country where DiGiCOR is based.

## **Miscellaneous**

1. Amendments to this Agreement must be in writing and signed by both parties.
2. Notices must be provided in writing via email or registered mail. Notices will be considered effective upon acknowledgment of receipt by the receiving party, which may include a confirmation email or a delivery receipt.