

QPM Master Subscription Agreement

This **Master Subscription Agreement** ("Agreement"), is made by and between QuantumPM, Inc. ("We" or "QPM"), and You and Your organization ("You").

By using the Services and Software Products, as defined below, You or Your Affiliates agree to the terms of this Agreement. 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 and its Affiliates to these terms and conditions, in which case the terms "You" or "Your" shall refer to such entity and its Affiliates.

The following terms and conditions shall govern use of the Services and Software Products by Your Users and that with respect to the Services and Software Products, this Agreement shall supersede any Terms of Services and Software Products or any online agreement that has been, or may be, agreed to by Your Users in connection with their Use of the Services and/or Software Products.

This Agreement is effective between You and Us as of the date of Your execution of a Purchase Order and/or Order Form referencing this Agreement.

1. DEFINITIONS

"Account" means the account opened for the Services and Software Products under Your subscribed name.

"Add On Services" means services integrated with BIAdvantage and provided by Us that are not defined as Modules.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Content" means information obtained by QPM from publicly available sources or third party content providers and made available to You through the Services and Software Products pursuant to an Order Form.

"Purchase Order" or "Order Form" means an ordering document or online order specifying the Services and Software Products to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Modules" refers to the business capabilities and/or systems that are integrated with the BIAdvantage platform to provide the needed services.

"Services and Software Products" means the BIAdvantage platform, Modules and Add-On Services that are ordered by You as a Subscription under an Order Form and made available by Us. This includes associated offline components (i.e., platform maintenance) and excludes Focused BIA Services, Content and Third Party Applications.

"Focused BIA Services" means BIA development, consulting and support services provided by QPM (excluding platform maintenance) that are not part of a subscription and provided under a separate Statement of Work.

"Subscription" means the Modules ordered by You for a specific term.

"Term" means the duration of a Subscription.

"Third Party Applications" means online, Web-based applications and offline software products that are provided by third parties, that interoperate with the Services and Software Products, and are identified as third-party applications.

"User" means an individual who is authorized by You to use the Services and Software Products, for whom You have purchased a Subscription

"We," "Us" or "Our" means QPM or any of its Affiliates.

"You" or "Your" means the company or other legal entity for which You are accepting this Agreement and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to the Services and Software Products, excluding Services and Software Products, Content and Third Party Applications.

2. SERVICES AND SOFTWARE PRODUCTS

2.1 Provision of Services and Software Products. We shall make the Services and Software Products available to You non-exclusively pursuant to this Agreement and the Order Form during a Subscription Term, by opening an Account with Us and purchasing Module subscriptions as provided in Section 2.2 below. Except as may be otherwise agreed in writing, You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features. You can utilize the Services and Software Products as long as You abide by the terms of this Agreement and as long as Your Account is not terminated by either party hereto. We hereby grant to You and to Your Affiliates, the non-exclusive, non-transferable, fully-paid right to electronically access and use the Services and Software Products in accordance with the terms of this Agreement.

2.2 Subscriptions. Unless otherwise specified in the applicable Order Form, (i) the Services and Software Products are purchased as Subscriptions. Additional Module Subscriptions may be added at any time by executing additional Order Forms. Only those individuals who You designate as authorized Users may use and access the Services and Software Products sold under a Subscription.

3. USE OF THE SERVICES AND SOFTWARE PRODUCTS

3.1. Our Responsibilities. We shall: (i) provide to You platform maintenance for the Services and Software Products at no additional charge, (ii) use commercially reasonable efforts to make the Services and Software Products available 24 hours a day, 7 days a week except for: (a) planned downtime (of which We shall give You a prior notice or post on Our Site). We shall use commercially reasonable efforts to ensure that such downtime interference to the Services and Software Products will be as minimal as possible, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), malicious code or Internet service provider failures or delays, and (iii) provide the Services and Software Products only in accordance with applicable laws and government regulations.

3.2. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be and remain solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) prevent unauthorized access to or use of the Services and Software Products, and notify Us promptly of any such unauthorized access or use, (iv) use the Services and Software Products only in accordance with applicable laws and government regulations, and (v) be responsible for all activity by authorized Users under Your Account. You shall not (a) make the Services and Software Products available to anyone other than Users, (b) sell, resell, rent or lease the Services and Software Products, (c) use the Services and Software Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material,

or to store or transmit material in violation of third-party privacy rights (including any materials which are illegal, obscene, indecent, defamatory, incites racial or ethnic hatred, violates the rights of others, harms or threatens the safety of Users or others or may otherwise constitute a breach of any applicable law), (d) use the Services and Software Products to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services and Software Products or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services and Software Products or their related systems or networks, or (g) not copy, duplicate, reverse engineer, decompile, disassemble, record, alter, merge, adapt, translate, create any derivative works or otherwise reproduce any part of the Services and Software Products, nor attempt to do any of the foregoing, without the prior written consent of Us.

- 3.3. Protection of Your Data.** Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards commonly Used in our industry for protection of the security, confidentiality and integrity of Your Data while it is within Our control. We shall not (a) modify Your Data unless otherwise required in order to provide the Services and Software Products, (b) disclose Your Data except as compelled by law in accordance with Section 7.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and Software Products or prevent or address service or technical problems, or at Your request in connection with customer support matters. You recognize and agree, however, that transmitting, prospering and hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing the Software Product and using the Services and Software Products, You assume such risks. QPM offers no representation, warranty, or guarantee that Your Data will not be exposed or disclosed through errors or the actions of third parties.
- 3.4. Deletion of Your Data.** If You become aware that any portion of Your Data or User activity violates this Agreement, You shall take all necessary action to prevent such activity and remove such Data from the Services and Software Products and stop using the Services and Software Products. To the extent We become aware that Your Data, in Our reasonable discretion, is in violation of this Agreement or any applicable law, We may immediately block access to the Services and Software Products, suspend or terminate Your use of the Services and Software Products, delete or remove such Data from the Services and Software Products, or take any other action We deem appropriate. We reserve the right to terminate or suspend Your use of the Services and Software Products if the continued provision of Services and Software Products would violate law or otherwise harm Us or our Services and Software Products. We also reserve the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing. We will endeavor to provide notice to You prior to suspension or termination of Your use of the Services and Software Products, but may immediately suspend or terminate them in instances where Your continued use of the Services and Software Products would have a material adverse effect on Us.
- 3.5. Non-Material Modifications.** Without limiting any other terms herein contained, We reserve the right in Our sole discretion to add, change, discontinue or otherwise modify non-material elements and features to the Services and Software Products at any time. We will post notifications regarding such changes on Our Site.
- 3.6. Additions to the Services and Software Products.** The Services and Software Products may offer the ability for You to submit new specific customization and/or materials to the Services and Software Products, accessible and viewable by You including any customization to the Services and Software Products during the subscription term ("New Feature"). You agree to provide accurate and complete information in connection with Your submission of any New Feature or materials on the Services and Software Products. You hereby grant us a worldwide, royalty-free, non-exclusive license to use such New Features as part of the Services and Software Products, and in relation to the Services and Software Products, without any compensation or obligation to You. We reserve the right to not post or publish any New Feature and/or materials, and to remove or edit any New Feature and/or material, at any time in our sole discretion without any notice or liability.
- 3.7.** You shall not assign rights hereunder without Our prior written consent. Notwithstanding the foregoing, You may transfer usage of Services and Software Products without the consent but with notification of QPM (i) to a wholly owned subsidiary, provided that by doing so You shall be deemed

to have agreed to indemnify QPM for any loss that it suffers as a result of the transfer, or (ii) to such entity that acquires all or substantially all of the business and assets of You. Any purported assignment without the required consent shall be null and void. As a condition of obtaining consent You may have to pay a transfer fee.

- 3.8. Data Accuracy.** QPM shall have no responsibility or liability for the accuracy of data uploaded to the Services and Software Products by You, including without limitation Your Data.
- 3.9. Excluded Data.** You represent and warrant that Your Data does not and will not include, and You have not and shall not upload or transmit to the Software Product any data that is subject to heightened security requirements as a result of Your internal policies or practices or by law or regulation (examples include but are not limited to the Health Insurance Portability and Accountability Act (HIPAA), the Gramm–Leach–Bliley Act (GLBA), Family Educational Rights and Privacy Act (FERPA), etc. (the "Excluded Data Laws")(such data collectively, "Excluded Data"). YOU RECOGNIZE AND AGREE THAT: (a) QPM HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) THE SERVICES AND SOFTWARE PRODUCTS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.
- 3.10. Personally Identifiable Information.** Other than with respect to Excluded Data, QPM will not cause or permit any Personally Identifiable Information ("PII") (as defined below) derived from Your Data to which it may have access in connection with this Agreement to be collected or processed in any manner or for any purpose other than the performance of the Services and Software Products in compliance with this Agreement and the applicable state and federal laws of the United States of America. QPM will use commercially reasonable efforts to keep such PII private and confidential and will not use or disclose such PII to third parties other than as permitted by this Agreement. For purposes of this Section 3.10 hereof, PII means any information that QPM collects, receives or obtains, from or on Your behalf that does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located, such as the individual's name, address and social security number.

4. FEES AND PAYMENT

- 4.1 Subscription Fees.** "Subscription Fees" means the annual amount You are required to pay for a Subscription. Subscription Fees are included on the Order Form or other means made available by Us. Payments are due and must be paid in accordance with the Order Form. Except as otherwise specified herein or on an Order Form, (i) fees are based on the Subscriptions purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. Price level changes are not retroactive. Prices for each price level are fixed at the time the Subscription is first placed and apply throughout the Term. Subscription Fees are subject to change upon renewal of a Subscription.
- 4.2 Invoicing and Payment.** We will invoice You in advance and otherwise in accordance with the relevant Order Form for all Services and Software Products listed on the Purchase Order or Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.2 (Term of Purchased Subscriptions). Unless otherwise stated in the Order Form, invoiced charges are due 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information and notifying Us of any changes to such information. The payment of the periodic fee will grant You access to the Services and Software Products for the applicable period only.
- 4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment) above.

- 4.4. Suspension of Service.** If any amount owed by You under this or any other Agreement for Our Services and Software Products is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such Agreements so that all such obligations become immediately due and payable, and suspend Your access to the Services and Software Products until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 12.2 (Timing of Giving Notice), before suspending Your access to the Services and Software Products.
- 4.5. Payment Disputes.** We will not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service) with respect to those charges that are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.
- 4.6 Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable on Our income, property and

5. OPERATIONS

- 5.1 SLA Information.** QPM's SLAs are based on core cloud infrastructure availability. An example core cloud provider is Microsoft: https://azure.microsoft.com/en-Us/support/legal/sla/cloud-services/v1_5/
- 5.2 Reservation of rights.** QPM's infrastructure costs are based on core cloud provider costs and may increase based upon Your use of the Services and Software Products and Your individual storage needs and may require QPM to pass along incremental storage costs to You. QPM will work with You to mitigate these charges.

6. PROPRIETARY RIGHTS

- 6.1. Reservation of rights.** Subject to the limited rights expressly granted hereunder, We reserve all ownership rights, title and interest in and to the Services and Software Products and the Site and all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. This Agreement does not grant You any intellectual property license or rights in or to the software products or any of their components. You understand and agree that the Services and Software Products and their components are protected by copyright and other laws.
- 6.2. Restrictions.** You shall not (i) permit any third party to access the Services and Software Products except as permitted herein, (ii) create derivate works based on the Services and Software Products, (iii) copy, frame or mirror any part or content of the Services and Software Products, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes during the Subscription Term and for the exclusive use of Your Users, (iv) reverse engineer the Services and Software Products, or (v) access the Services and Software Products in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services and Software Products.
- 6.3. Ownership of Your data.** As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.
- 6.4. Intellectual property.** You acknowledge that the Services and Software Products and all intellectual property rights pertaining to the Services and Software Products are Our property and that the structure, organization and code of the Services and Software Products are valuable trade secrets of Ours. You must not export the Services and Software Products into a country that does not have copyright laws that will not protect Our proprietary rights. You agree to use reasonable

efforts to prevent and protect the Services and Software Products from unauthorized use, reproduction, distribution, or publication. You shall not remove or obscure any copyright or trademark notices.

- 6.5. Third party data.** All title and intellectual property in and to any data of any third party which may be linked to or viewed in connection with the Services and Software Products is the property of the respective data owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant You any right to use such data except as allowed by such third party.
- 6.6. Your Suggestions.** We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services and Software Products any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services and Software Products.

7. CONFIDENTIALITY AND PRIVACY POLICY

- 7.2. Definition of confidential information.** As Used herein, "confidential information" means all confidential information disclosed by a party ("disclosing party") to the other party ("receiving party"), whether orally or written, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your confidential information shall include Your data; our confidential information shall include the Services and Software Products; and confidential information of each party shall include the terms and conditions of this Agreement and all Purchase Orders and/or Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, confidential information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.
- 7.3. Protection of confidential information.** Except as otherwise permitted in writing by the disclosing party, (a) the receiving party shall protect the disclosing party's confidential information by using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and shall not disclose or use any confidential information of the disclosing party for any purpose outside the scope of this Agreement, and (b) the receiving party shall limit access to confidential information of the disclosing party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality agreements with the receiving party containing protections no less stringent than those herein.
- 7.4. Compelled disclosure.** The receiving party may disclose confidential information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. If the receiving party is compelled by law to disclose the disclosing party's confidential information as part of a civil proceeding to which the disclosing party is a party, and the disclosing party is not contesting the disclosure, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such confidential information.
- 7.5. No implied rights.** Except as expressly set forth herein, no license or other rights to confidential information are granted or implied hereby by either party.

8. WARRANTIES AND DISCLAIMERS

- 8.1 Our Warranties.** We warrant that (i) to the best of Our knowledge, the Services and Software Products do not, and during the term of any Purchase Order and/or Order Form, will not, infringe, violate or misappropriate any third party's intellectual property (including copyrights, patents,

trademarks, and trade secrets), privacy, moral, or other personal or proprietary rights and (ii) the Services and Software Products shall perform materially in accordance with the features and functionalities, as set forth herein, and (iii) We will not transmit Malicious Code. For any breach of either such warranty, Your exclusive remedy for a breach of Our warranties shall be as provided in Section 9.1 (Indemnification by Us), Section 11.3 (Termination for Cause) and Section 11.4 (Effect of Termination) below.

- 8.2. Mutual Warranties.** Each party represents and warrants that it has the legal power to enter into and perform this Agreement according to its terms.
- 8.3. Disclaimer.** OTHER THAN THIS LIMITED WARRANTY, WE PROVIDE NO OTHER EXPRESS OR IMPLIED WARRANTIES. WE DISCLAIM ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.

YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES AND SOFTWARE PRODUCTS AND ACCOMPANYING DOCUMENTATION TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION, USE AND RESULTS OF THE SERVICES AND SOFTWARE PRODUCTS. IN NO EVENT WILL WE OR OUR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES AND SOFTWARE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MUTUAL INDEMNIFICATION

- 9.1 Indemnification by Us.** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any purchased service infringes or misappropriates such third party's intellectual property rights (a "Claim against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a claim against You, provided You (a) promptly give Us written notice of the claim against You, (b) give Us sole control of the defense and settlement of the claim against You (except that We may not settle any claim against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at our expense. If We receive information about an infringement or misappropriation claim related to a service, We may in Our discretion and at no cost to You (i) modify the Services and Software Products so that they are no longer claimed to infringe or misappropriate, without breaching our warranties, (ii) obtain a license for Your continued use of the Services and Software Products in accordance with this Agreement, or (iii) terminate Your subscriptions for the Services and Software Products upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that Our Services and Software Products are the basis of the claim against You; (2) a claim against You arises from the use or combination of the Services and Software Products or any part thereof with software, hardware, data, or processes not provided by Us, if the Services and Software Products or use thereof would not infringe without such combination; (3) a claim against You arises from the Services and Software Products under an Order Form for which there is no charge; or (4) a claim against You arises from content, a third party application or Your use of the Services and Software Products in violation of this Agreement, the documentation or applicable Order Forms.
- 9.2 Indemnification by You.** You will defend Us and our Affiliates against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that (a) any of Your data or Your use of Your data with our Services and Software Products, (b) a third party application provided by You, or (c) the combination of a third party application provided by You and used with Our Services and Software Products, infringes or misappropriates such third party's intellectual property rights, or

arising from Your use of the Services and Software Products or Content in an unlawful manner or in violation of the Agreement or Order Form (each a "Claim against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a claim against Us, provided We (a) promptly give You written notice of the claim against Us, (b) give You sole control of the defense and settlement of the claim against Us (except that You may not settle any claim against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

9.3 Exclusive remedy. This section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. LIMITATION OF LIABILITY

10.1 LIMITATION OF LIABILITY. In no event shall the aggregate liability of QPM exceed the total amount paid by You and Your Affiliates hereunder for the Services and Software Products provided in the twelve month period preceding the first incident out of which the liability arose.

10.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. In no event will either party or its Affiliates have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by law.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the day the Services and Software Products are available to You for Your use and continues until all Subscriptions granted on one or more Order Forms in accordance with this Agreement have expired or been terminated.

11.2. Term of Purchased Subscriptions. Subscriptions purchased by You commence on the date You start using the Services and Software Products specified on a Purchase Order or Order Form and continue for the Subscription Term specified therein. Except as otherwise specified on the applicable Purchase Order or Order Form, all User Subscriptions shall automatically renew for additional periods equal to the expiring Subscription Term unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach (including, without limitation, Your failure to pay the fees when due) if such breach remains uncured at the expiration of such period, (ii) if the other party ceases operation without a successor; or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Effect of Termination. Termination of this Agreement will result in the immediate deactivation or deletion of Your Account or You and Your Users access to the Services and Software Products. Upon termination, all Your access to the Service and Software Products will be disabled and all of Your Data will be stored for a period of 90 days following the termination of Your Subscription (the "Storage Period"). Upon the end of the Storage Period, all Your Data will be permanently deleted. Once

deleted, this information cannot be recovered. After such 90-day period, We shall have no obligation to maintain or provide any of Your Data and may thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

12. GENERAL PROVISIONS

- 12.1 Verifying Compliance.** During the Subscription Term, You must keep all usual and proper records relating to the Subscription(s) and Your use of the Services and Software Products under this Agreement. We may request that You conduct an internal audit of all Services and Software Products in use throughout Your organization, comparing the number of Modules in use to the number of Modules ordered and paid for by You on an Order Form. By requesting an audit, We do not waive our rights to enforce this Agreement or to protect Our intellectual property by any other means permitted by law. If verification or self-audit reveals any unlicensed use, You must promptly pay for additional costs to cover past and present use. If excessive use is found, You must reimburse Us for the costs We have incurred in verification and the cost to increase the subscriptions to the necessary modules within 30 days.
- 12.2 Timing of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the contact person designated by You for Your relevant Account, and in the case of billing-related notices, to the relevant billing contact designated by You. Notices to Us shall be to one of the addresses detailed on our web site.
- 12.2. Waiver of Jury Evaluation.** Each party hereby waives a trial by jury of any and all issues arising in any action or proceeding between the parties hereto or their respective successors, under or connected to this Agreement, the Services and Software Products.
- 12.3. Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services and Software Products. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use the Services and Software Products in violation of any U.S. export embargo, prohibition or restriction countries.
- 12.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 12.5. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 12.6. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 12.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 12.8. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Purchase Orders), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon

written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado, United States of America.

12.10 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our team at contact us@quantumpm.com.

12.11 Surviving Provisions. Section 4 (Fees and Payment), Section 6 (Proprietary Rights), Section 7 (Confidentiality and Privacy Policy), Section 8 (Warranties and Disclaimers), Section 9 (Mutual Indemnification), Section 10 (Limitation of Liability), Section 11.4 (Effect of Termination), and Section 12 (General Provisions) shall survive any termination or expiration of this Agreement.

12.12 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of the Services and Software Products and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your Purchase Order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.