SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") governs subscription and use of Quinnox's Qinfinite IT Operations Platform Services (Patent Pending) by Client.

If Client registers/signs for a Subscription Order, the provisions of this Software as a Service Agreement ("Agreement") will govern and Client agrees to the terms of this Agreement. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Client" shall refer to such entity and its affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use the Services.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Quinnox's direct competitors are prohibited from accessing the Services, except with Quinnox's prior written consent.

This Agreement was last updated on May 23, 2023. It is effective between Client and Quinnox as of the date of Client's accepting this Agreement (the "Effective Date").

1. SERVICES SUBSCRIPTION ORDER

One or more Subscription Orders applicable to this Agreement may be executed between the Parties providing for the Services to be provided to Client and the fees to be paid by Client. Each executed Subscription Order is hereby incorporated by reference into this Agreement. If there is a conflict between the terms of any Subscription Order and the terms of this Agreement, the terms of this Agreement shall prevail unless the Subscription Order explicitly references the conflicting terms of the Agreement and explicitly amends or replaces those conflicting terms with respect to that Subscription Order.

2. DEFINITIONS

2.1. The definitions and rules of interpretation in this section apply in this Agreement.

(a) "**Affiliate**" means, with respect to a Party, any entity controlling, controlled by, or under common control with, such Party. The terms "control," "controlling," and "controlled," as used in this definition, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and

policies of an entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

(b)   "**Agreement**" means this Software as a Service Agreement.

(c)   "**Client Data**" means the data provided by Client or Client's Users that is: (1) for the Services, including but not limited to the configurations, access to IT systems, for use in discovering IT assets, monitoring IT assets, managing IT assets or (2) Client's or Users' contact information, such as name, address, email, phone number or the like.

(d)   "**Client Local Time**" is the local time at the primary address given by the Client. If no primary address is provided to Quinnox by Client, then Client Local Time shall be Central Standard Time, and Client's home country shall be considered the United States for the purposes of determining Support Business Hours.

(e)   "**Documentation**" means the document(s) made available to the Client online in connection with the Services, which sets out a description of the Services and/or the user instructions for the Services.

(f)   "**Effective Date**" is the date provided in the first sentence of this Agreement, or if no date is provided then the date of the Client's signature identified below on this Agreement.

(g)   "**Illicit Code**" means computer instructions or other code in the Client's or Third Party's software, including viruses, worms, Trojan horses, anomalies, or other instructions that can disable, destroy, or otherwise alter the Software or any data accessed or processed by the Software, or any self-destruction mechanism or copy protection scheme.

(h)   "**Initial Subscription Term**" means the term of the first applicable Subscription Order.

(i)   "**Normal Business Hours**" means 8:00 am to 6:00 pm Central Standard Time during a day which is not a Saturday, Sunday or public holiday in the United States.

(j)   "**Order Term**" means the term of a Subscription Order as provided in that Subscription Order.

(k)   "**Renewal Term**" means the applicable 12-month period(s) during which this Agreement is renewed under section 16.1 following the Initial Subscription Term.

(l)   "**Services**" means the subscription services identified in an applicable Subscription Order and provided by Quinnox to the Client under this Agreement via https://qinfinite.ai/legal or any other website notified to the Client by Quinnox from time to time.

(m) "**Software**" means the online software application(s) provided by Quinnox that allows Users to use any functionality in connection with the Services.

(n) "**Subscription Fees**" means the subscription fees payable by the Client to Quinnox according to an applicable Subscription Order for the Services.

(o) "**Subscription Order**" means a subscription order described in section 1 of this Agreement.

(p) "**Subscription Term**" means the Initial Subscription Term together with any subsequent Renewal Terms.

(q) "**Support Business Hours**" means 8:00 am to 6:00 pm Client Local Time during a day which is not a Saturday, Sunday, or public holiday in the Client's home country.

(r) "**User**" means those employees, agents, and independent contractors of the Client who are authorized by the Client to use the Services and the Documentation, as further described in Section 4.

(s) "**User Subscriptions**" means the user subscriptions purchased by the Client pursuant to an applicable Subscription Order which entitles the number of Users specified in the Subscription Order to access and use the Services and the Documentation in accordance with this Agreement.

3. ACCOUNT CREATION

The Client is required to open an account as notified by Quinnox to the Client from time to time, for using the Services by registering the Client with its name, address, and a valid e-mail address. The Client may, from time to time during the Subscription Term, purchase additional User Subscriptions in accordance with section 5.1 of this Agreement.

4. PERMITTED USE AND USER SUBSCRIPTIONS

4.1. Subject to the Client paying the Subscription Fees of an applicable Subscription Order, the restrictions set out in this Section 4, and the other terms and conditions of this Agreement, Client will have a non-exclusive, non-transferable right to permit the Users to use the Services and the Documentation to the extent provided in the applicable Subscription Order only during the Order Term of an applicable Subscription Order solely for the Client's internal business operations. Client may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Client agrees that it will not access, nor will it allow its Users or others to access, the Services if Client or its Users are/is Quinnox's direct

competitor unless prior written approval has been granted by Quinnox to the Client for the same.

4.2.　In relation to the Users, the Client undertakes that:

(a)　The maximum number of Users that Client authorizes to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased;

(b)　Client will not allow or offer any User Subscription to be used by more than one individual User, and a User's access credentials for accessing the Services shall not be shared by more than one person;

(c)　Each User shall keep a secure password for the User's use of the Services and Documentation and shall keep the password confidential;

(d)　Client shall maintain a written, up to date list of current Users and provide such list to Quinnox within five (5) business days of Quinnox' written request at any time or times;

(e)　Client shall permit Quinnox to audit the Services in order to establish the name and password of each User.　Such audit may be conducted no more than once per quarter and this right shall be exercised with reasonable prior notice, in such a manner as not to extensively interfere with the Client's normal conduct of business;

(f)　If any of the audit referred to above reveal that any password has been provided to any individual who is not a User, then without prejudice or limitation to any other rights Quinnox may have under this Agreement or law, the Client shall promptly disable such password and Client shall not issue any new passwords to any such individual.　Quinnox reserves the right to unilaterally disable any such passwords or associated User accounts without notice to the Client or the User; and if any of the audits referred to above reveal that the Client has underpaid Subscription Fees to Quinnox, the Client shall pay to Quinnox an amount equal to such underpayment as calculated in accordance with the package subscribed according to the applicable Subscription Order within 10 business days of the date of the relevant audit; and,

(g)　The Client will ensure that each of its Users agree to and follow the terms of this Agreement and any applicable Subscription Order.

(h)　The Client is responsible for the (1) actions or omissions that each of its Users take in connection with the Services and (2) the actions or omissions taken under each of the User Accounts associated with the Client.

4.3.   The Client shall not access, store, distribute transmit or upload onto the Software or Services any Illicit Code. Client shall not access, store, distribute or transmit any material during the course of its use of the Services that:

(a)   Is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethically offensive;

(b)   Facilitates illegal activity;

(c)   Is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other protected status; or

(d)   May cause damage or injury to any person or property;

and Quinnox reserves the right, without liability to the Client, to disable the Client's and any User's access to any portion of the Services as a result of a breach of any provision of this Section.

4.4.   The Client and its Users shall not:

(a)   Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services, and/or Documentation (as applicable) in any form or media or by any means;

(b)   Attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services;

(c)   Access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;

(d)   Use of the Services and/or Documentation to provide the same or similar services to third parties;

(e)   License, sell, rent, lease, transfer, assign, distribute, time share, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party;

(f)   Attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Section 4;

(g)   Attempt to assist third parties in obtaining, access to the Services and/or Documentation; or,

(h)   Use the Services to process data on behalf of any third party.

4.5.   The Client shall use all reasonable endeavors to prevent any unauthorized access to or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Quinnox.

4.6.   The rights provided under this Section 4 are granted to the Client only and only during an Order Term of an applicable Subscription Order.

5.   ADDITIONAL USER SUBSCRIPTIONS

5.1.   Subject to payment of additional Subscription Fees, the Client may, from time to time during the Subscription Term, purchase additional User Subscriptions in excess of the number initially subscribed for and, upon payment of the applicable fee(s) for the additional User Subscriptions and execution of a new Subscription Order for such User Subscriptions, the Quinnox shall grant access to the Services and the Documentation to such additional Users in accordance with the provisions of this Agreement.

6.   SERVICES

6.1.   Quinnox shall provide the Services which are selected in an applicable Subscription Order to the Client and paid for by the Client on and subject to the terms of this Agreement. Quinnox shall have no obligation to provide the Services during any period when the applicable Subscription Fees are due and have not been received by Quinnox. In the event that Quinnox terminates access to the Services because of the Client's nonpayment of Subscription Fees when due and owing, Quinnox shall have no liability to Client therefor.

6.2.   Quinnox shall use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for (a) planned downtime for upgrades and maintenance of the Services (of which Quinnox will use commercially reasonable efforts to notify Client in advance); (b) unscheduled maintenance or fixes performed outside Normal Business Hours; (c) urgent maintenance or fixes for which little or no advance notice may be given, (d) unavailability due to equipment defects or software errors, and (e) for any unavailability caused due to Force Majeure event.

6.3.   Quinnox will, as part of the Services, provide the Client with certain support ("Provided Support"). Provided Support consists of: (i) assisting Client with use of the functionality of the Services and (ii) Software bug correction. Provided Support does not include enhancement requests (minor changes to existing functionality of the Services), feature requests (major changes to existing functionality or new functionality), training on the use of the Services, implementation assistance, or any other support not specified as Provided Support ("Excluded Support"). Excluded Support may be available from Quinnox for an additional fee under a separate agreement. Provided Support may be requested

by Client via an online request, such as at a webpage or email address, or other means as may be optionally provided by Quinnox, from time to time, for making such requests.

6.4. For Professional and Enterprise subscriptions, Quinnox, solely, will determine the severity of a support request for Provided Support ("Support Request"). Quinnox will initially respond to such Support Request within the Initial Response Timeframe provided in the table below corresponding the Quinnox-determined severity of the support issue. This does not guarantee that the issue for which support was requested will be resolved within the Initial Response Timeframe. However, Quinnox is committed to resolving the support issue in a timely fashion and in consideration of the relevant circumstances. These timelines do not apply during trial license period.

A. Severity (Description)	B. Examples	C. Initial Response/Communication Timeframe
Critical (A critical incident with very high impact)	1. All Client-facing Services are down, 2. Confidentiality or privacy is implicated, 3. Client data loss.	Within 1 Hour - Communication: 1 – 2 hours until service is fully restored
Major (A major incident with significant impact)	1. A Client-facing Services is unavailable for a subset of Clients, 2. Core functionality is significantly impacted.	Within 2 Support Business Hours beginning during Support Business Hours – Communication: every 2 hours until service is fully restored
Minor (A minor incident with low impact)	1. A minor inconvenience to Clients, workaround available, 2. Usable performance degradation, 3. Unavailability of Services on certain mobile devices.	Within 16 Support Business Hours beginning during Support Business Hours

7. CLIENT DATA

7.1. The Client owns all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.

7.2. The Client grants Quinnox a royalty-free, non-exclusive license to use, store, transmit, reproduce, distribute, perform, display, and to create derivative works of the Client Data in order to (a) provide the Services to Client, (b) communicate with the Client or Users, (c) monitor and generate reports on the use of the Services, and (d) diagnose, modify, enhance, develop, and/or improve the Software and/or the Services and/or other

software or services that Quinnox may choose to develop in the future however, ownership of scripts written by Client shall remain with the Client.

7.3.   Quinnox will maintain a backup of Client Data used for monitoring or generating insights during the Subscription Term. Upon expiration or termination of this Agreement, if client requests, Quinnox will retain Client Data for 6 months after the expiration or termination and may destroy it thereafter in its sole discretion. In the event of any loss or damage to the Operating Copy of the Client Data, the Client's sole and exclusive remedy shall be for Quinnox to use reasonable commercial efforts to attempt to restore the lost or damaged Client Data using ordinary restore procedures from the latest available back-up of such Client Data maintained by Quinnox. Operating Copy as referred to in this Section 7.3 is the version of the Client Data the Software regularly accesses for providing the Services, which is distinguished from the copy of the Client Data that is held as a backup.

8.   **THIRD-PARTY PROVIDERS**

The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from third parties via third-party websites and that it does so solely at its own risk. Quinnox makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Quinnox. Quinnox recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Quinnox does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

9.   **DISCLAIMER OF WARRANTIES**

9.1.   Quinnox does not warrant that the Client's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Client through the Services will meet the Client's requirements.

9.2.   Quinnox is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.3. Written or oral advice and any support provided by Quinnox does not create a warranty.

9.4. Client shall notify Quinnox of any deficiencies with the Services within 30 days of when the deficient Services were provided.

9.5. TO THE FULLEST EXTENT PERMITTED BY LAW, QUINNOX DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TIMELINESS, AND NON- INFRINGEMENT OF THIRD-PARTY RIGHTS, regardless of whether Quinnox knows or had reason to know of Clients' particular needs.

9.6. This Agreement is non-exclusive and in no way limits or prevents Quinnox from entering into similar agreements with any other third parties or from independently developing, using, selling or licensing documentation, products, and/or services which are similar to those provided under this Agreement.

10. CLIENT'S OBLIGATIONS

The Client warrants and agrees to:

(a) Provide Quinnox with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by Quinnox in order to render the Services, including but not limited to Client Data, security access information and configuration services;

(b) Comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c) Carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner;

(d) Ensure that the Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;

(e) Obtain and shall maintain all necessary licenses, consents, and permissions necessary for Quinnox, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(f) Ensure that its network and systems comply with the relevant specifications provided by Quinnox from time to time; and

(g) Be solely responsible for (1) procuring and maintaining its network connections and telecommunications links from its systems to Quinnox' data center, and (2) all problems, conditions, delays, delivery failures and all other loss or damage arising

from or relating to the Client's network connections or telecommunications links or caused by the internet.

10.2.   The Client further represents and warrants that:

(a)   Client has the authority to enter into this Agreement and the person signing this Agreement has the power authority to bind the Client;

(b)   Client owns or has sufficient rights in the Client Data to license the Client Data to Quinnox and to provide Quinnox with the rights in Client Data granted to Quinnox hereunder, such as provided in section 7.2;

(c)   Client will not provide Quinnox or the Services with data, including but not limited to Client Data, about third parties, including but not limited to personally identifiable information, that is subject to the privacy protection laws, including but not limited to the European General Data Protection Regulation (GDPR) or the California Consumer Privacy Act or similar laws; and,

(d)   Client will not provide Quinnox or the Services with data, including but not limited to Client Data, that is subject to the health care privacy protection laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) or similar laws.

11.   CHARGES AND PAYMENT

11.1.   The Client shall pay the Subscription Fees upfront to Quinnox for the Services provided in an applicable Subscription Order, and such payment shall be received by Quinnox before and in order for the Client to receive the Services.

11.2.   All amounts and fees stated or referred to in this Agreement shall be payable in US Dollars All amounts and fees paid hereunder are non-cancellable and non-refundable. All prices listed for the packages at any specific time are net price. Client shall be responsible for paying all taxes associated with the Services under this Agreement at the time of subscribing to the associated package.

11.3.   Quinnox shall be entitled to change, including increase, any fees under this Agreement, including the Subscription Fees and any Additional User Subscription Fees for each Renewal Term and Renewal Order Term or any Order Term of a Subscription Order after the first Subscription Order under this Agreement.

12.   PROPRIETARY RIGHTS

12.1.   The Client acknowledges and agrees that Quinnox and/or its licensors own all intellectual property rights in the Software, the Services, and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.

12.2.   Quinnox confirms that it has all necessary rights in relation to the Software, Services and the Documentation to grant all the rights granted hereunder, and in accordance with, the terms and conditions of this Agreement.

12.3.   Client, on behalf of itself and its Users, hereby assigns all right, title, and interest to Quinnox any suggestion, idea, enhancement request, recommendation, correction, or other feedback provided by the Client or Users to Quinnox regarding the Services or Documentation, whether directly or indirectly, without payment by Quinnox of any compensation to the Client or User therefor.

12.4.   Client agrees to comply with all applicable laws and regulations including but not limited to laws relating to corrupt practices, corrupting benefits and secret commissions. Client agrees to report to Quinnox, immediately upon knowledge of, any suspected counterfeiting, piracy or other infringement of copyright in computer programs, manuals, marketing materials or other copyrighted materials owned by Quinnox and agree to reasonably cooperate with Quinnox in the investigation of counterfeit, pirated or illegal software or unauthorized use of the Services through Client's Users.

13.   CONFIDENTIALITY

13.1.   The Parties each recognize and agree that they may learn about, develop, and be entrusted with confidential information concerning each other's businesses and affairs by which the disclosing party derives actual or potential economic value from such information or matter being not generally known to other persons or entities who might obtain economic value from its disclosure or use, or which gives the disclosing party an opportunity to obtain an advantage over its competitors who do not know or use the same ("Confidential Information"). Each Party acknowledges and agrees that, unless the Confidential Information (i) becomes publicly known through legitimate means not involving any act or omission by the recipient Party or its personnel or Affiliates; (ii) is already known to recipient Party and was properly obtained by recipient Party prior to the Effective Date of this Agreement; (iii) is acquired in good faith from a third party and at the time of acquisition recipient Party has no knowledge or reason to believe that such

Confidential Information was wrongfully obtained or disclosed by the third party; or (iv) is independently developed by recipient Party from information not defined as "Confidential Information" in this Agreement, as evidenced by recipient Party's written records. The recipient Party shall not disclose, and shall guard and protect from disclosure, to any other person or entity, the disclosing Party's Confidential Information, and such recipient Party shall not use for its own benefit, or for the benefit of any other person or entity, any of the disclosing Party's Confidential Information except as contemplated by and in accordance with the terms of this Agreement. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party, provided that the recipient Party did nothing to assist such third party in causing the loss, destruction, alteration or disclosure of such Confidential Information. The Client acknowledges that details of the Services, and the results of any of the Services, constitute Quinnox' Confidential Information. Quinnox acknowledges that the Client Data is the Confidential Information of the Client. Client acknowledges that any suggestion, idea, enhancement request, recommendation, correction, or other feedback provided to Quinnox is not Confidential Information of the Client. This Section 13 shall survive termination of this Agreement.

14.   INDEMNITY

14.1.   The Client shall defend, indemnify and hold harmless Quinnox against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation or breach of any Client warranty or obligation under this Agreement, provided that:

(a)   The Client is given prompt notice of any such claim;

(b)   Quinnox provides reasonable co-operation to the Client in the defense and settlement of such claim, at the Client's expense; and

(c)   The Client is given authority to defend or settle the claim, subject to Quinnox's prior approval, which shall not be unreasonably withheld.

14.2.   Quinnox shall, subject to Section 14.5, defend the Client, its officer, directors and employees against any claim that Client's proper and authorized use of the Services or Documentation infringes any United States patent effective as of the Effective Date, copyright, or trade mark, and shall indemnify the Client for any amounts finally awarded beyond further appeal against the Client in judgment or settlement of such claims, provided that:

(a)   Quinnox is given prompt notice of any such claim;

(b)   Client makes no offers of settlement, no admissions of liability or potentially damaging statements or disclosures without Quinnox's express prior written approval;

(c)   The Client provides reasonable co-operation to Quinnox in the defense and settlement of such claim, at Quinnox' expense; and

(d)   Quinnox is given sole authority to defend or settle the claim.

14.3.   In connection with any claim of Section 14.2, Quinnox may, at Quinnox's option, (1) procure the right for the Client to continue using the Services, (2) replace or modify the Services so that they become non-infringing or (3) terminate this Agreement on notice to the Client and provide Client a prorated refund of the unused Subscription Fees paid to Quinnox for remaining portion of the then existing Subscription Term without any additional liability or other additional costs to the Client.

14.4.   In no event shall Quinnox, its employees, agents and sub-contractors be liable to the Client to the extent that any alleged infringement under Section 14.2 or otherwise is based on:

(a)   A modification of the Services or Documentation by anyone other than Quinnox; or

(b)   The Client's use of the Services or Documentation in a manner contrary to the instructions given to the Client by Quinnox or contrary to the Documentation.

14.5.   Section 14.2 through 14.4 state the Client's sole and exclusive rights and remedies, and limitations, and Quinnox' (including Quinnox employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, or trademark.

15.   LIMITATION OF LIABILITY

15.1.   This Section 15 sets out the entire financial liability of Quinnox (including any liability of the acts or omissions of its employees, agents, and sub-contractors) to the Client in respect of:

(a)   Any breach of this Agreement;

(b)   Any use made by the Client of the Services and Documentation or any part of them;

(c)   Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement, and

(d)   Any other claim or liability arising from or related to this Agreement, the Services, or the Documentation.

15.2.   The Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use, Quinnox shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Quinnox by the Client in connection with the Services, or any actions taken by Quinnox at the Client's direction.

15.3.   The Services and the Documentation are provided to the Client on an "as is" basis.

15.4.   Quinnox shall not be liable whether in tort (including for gross negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, incidental, exemplary, punitive or consequential loss, costs, damages, charges or expenses however arising under or related to this Agreement, the Services, or the Documentation.

15.5.   Quinnox' total aggregate liability, including without limitation, in contract, tort (including gross negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, related to or arising in connection with this Agreement, the Services, or the Documentation, shall be limited to the total Subscription Fees paid by Client during the 12 months immediately preceding the date on which the claim arose.

16.   TERM AND TERMINATION

16.1.   This Agreement shall, unless otherwise terminated as provided in this Section 16, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive Renewal Term(s), unless and until:

(a)   Either Party notifies the other Party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Term, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Term;

(b)   Quinnox proposes changes to this Agreement to Client, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Term, and the Client rejects the proposed changes by the end of the then applicable Initial Subscription Term or any Renewal Term, in which case this Agreement shall terminate upon the expiry of the applicable initial Subscription Term or Renewal Term, or

(c)   Otherwise terminated in accordance with the provisions of this Agreement.

16.2.   Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement and/or any Subscription Order without liability to the other if:

(a)   The other Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach;

(b)   An order is made or resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party;

(c)   An order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with the court of competent jurisdiction for the appointment of an administrator of the other Party, or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder;

(d)   A receiver is appointed of any of the other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party, or if any other person takes possession of or sells the other Party's assets; or,

(e)   The other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

16.3.   The Client may terminate this Agreement without cause and with ninety days' notice, provided that the Client pays all Subscription fees and other fees due under this Agreement and any Subscription Order till the date of termination.

16.4.   On termination of this Agreement for any reason:

(a)   All Subscription Orders shall terminate with the termination of this Agreement;

(b)   All right to use the Services, including the rights granted under Section 4, and all access to the Services granted under this Agreement and any and all Subscription Orders shall immediately terminate;

(c)   Each Party shall return and make no further use of any equipment, property, Documentation, Services, and other items (and all copies of them) belonging to the other Party;

(d)   Quinnox may destroy or otherwise dispose of any of the Client Data in its possession unless Quinnox receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery of the Client Data of the then most recent back-up of the Client Data.

Quinnox shall use reasonable commercial endeavors to deliver the back-up to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by Quinnox in returning or disposing of Client Data; and

(e)   The accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

17.   GENERAL

17.1.   Force Majeure. Quinnox shall have no liability to the Client under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Quinnox or any other party), failure of a utility service or transport or telecommunications or computer network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulations or direction, accident, breakdown of equipment, plant, or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Client is notified of such an event and its expected duration, to extent feasible, within a reasonable time after Quinnox becomes aware of the same.

17.2.   **Waiver.** No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach of the other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

17.3.   **Severability.** If any provision or portion of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition or unenforceability, without invalidating any of the remaining provisions and portions, and the remaining portions and provisions remain in full force and effect.

17.4.   **Entire Agreement.** This Agreement, including any Subscription Order(s), constitute the entire agreement between Client and Quinnox with respect to the subject matter of this Agreement and they supersede all earlier agreements and understandings, oral and written, between the Parties related to the subject matter.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

17.5. **Assignment.**

(a)   The Client shall not, directly or indirectly, by operation of law or otherwise, assign, transfer, charge, sub-contract or deal in any other manner with all or any part of this Agreement or Client rights under this Agreement or delegate performance of Client's duties under this Agreement without prior written consent of Quinnox.

(b)   Quinnox may, without Client's consent, assign, transfer, charge, sub-contract deal in any other manner with all or any part of this Agreement to any of Quinnox' Affiliates or in connection with any merger or change of control of Quinnox or its Affiliates or the sale of all or substantially all of Quinnox's assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

17.6. **No Partnership or Agency.**   Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17.7. **Use of name and logos.** Quinnox may use the name of the Client, the Client's logo, and the performance of the Services in marketing and publicity materials as an indication of its experience and for internal purposes.

17.8. **Third Party Rights.**   This Agreement is for the benefit of the Parties hereto and is not entered into for the benefit of, and shall not be construed to confer any benefit upon, any other party or entity.

17.9. **Notices.**

Notices to Quinnox will be sent to the address provided below:

Quinnox, Inc.
1 South Wacker Drive
Suite 3150
Chicago IL 60606

Attn.: Legal Department, Rajesh Joshi
Email: rajeshj@quinnox.com

Notice to the Client
Notice will be served to the Client at the email address provided by the Client while creating the account or such other email address as Client timely notifies Quinnox of for communications regarding this Agreement.

17.10. **Surviving Provisions.** Sections 11 'Charges and Payment', 12 'Proprietary Rights', 13 'Confidentiality', 14 'Indemnity', and 15 'Limitation of Liability' will survive any termination or expiration of this Agreement.

17.11. **Governing Law; Jurisdiction; Venue; Service of Process.** This Agreement, and all disputes arising out of or in connection with this Agreement, shall be governed by and/or interpreted according to the laws of State of Illinois, United States of America, without regards to conflict of law principles. The Parties irrevocably agree and submit to the exclusive jurisdiction and venue of the state and/or federal courts of Cook County, Illinois, USA, for any dispute, interpretation, enforcement or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The parties acknowledge the aforesaid courts shall have exclusive jurisdiction and venue over this Agreement, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non convenes. Service of process for any claim which arises under this Agreement shall be valid if provided as set forth in the Notice section hereof. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives and agrees not to plead any objections the party served may have under any law or rule of any governmental authority concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

17.12. **Attorney's Fees**. In the event that legal action is instituted between the parties hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party its costs and expenses of litigation, including without limitation court costs and reasonable attorney's fees.

17.13. **Language.** The official language for this Agreement and any and all notices and disputes regarding it shall be the English language. No translation will be used to construe the meaning or intent hereof.

17.14. **Headings.** Clause, schedule and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.

17.15. **Persons.** A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

17.16. **Companies.** A reference to a company shall include any company, corporation or other corporate body, wherever and however incorporated or established.

17.17. **Genders.** A reference to one gender shall include a reference to the other genders.

17.18. **Counterparts.** This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. All executed signature pages transmitted by facsimile, email in pdf, or other electronic means shall be deemed an original, and shall be binding.