

SOFTWARE-AS-A-SERVICE AGREEMENT

BETWEEN: **QUARTZX LLC**, a Delaware Limited Liability Company, with its principal place of business at 3250 NE 1st Ave, Suite 305, Miami, FL 33137, duly represented by its President & CEO, Francis Tetreault-Dupuis, acting on behalf of itself and its subsidiaries and affiliates.

(hereinafter called "**QuartzX**")

AND: **The Customer**

"Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, where "control" means the ownership of more than fifty percent (50%) of the voting securities or other ownership interests of such entity.

"Subsidiary" means any entity in which a Party owns, directly or indirectly, more than fifty percent (50%) of the outstanding equity or voting interests.

The "Customer" means the entity on behalf of which this Agreement is accepted or, if that does not apply, the individual accepting this Agreement.

If you (the person accepting this Agreement) are accepting this Agreement on behalf of your employer or another entity, you agree that:

- (i) you have full legal authority to bind your employer or such entity to this Agreement, and
- (ii) you agree to this Agreement on behalf of your employer or such entity.

If you are accepting this Agreement using an email address from your employer or another entity, then:

- (i) you will be deemed to represent that party,
- (ii) your acceptance of this Agreement will bind your employer or that entity to these terms, and
- (iii) the word "you" or "Customer" in this Agreement will refer to your employer or that entity.

By clicking on the "Agree", "Accept", "Purchase", "Make Payment", "Subscribe" (or similar button or checkbox) that is presented to you at the time of placing an Order, creating an account, making a purchase, downloading Products, or by using or accessing the Products and Services, you confirm you are bound by this Agreement.

If you do not wish to be bound by this Agreement, do not click "Agree", "Accept", "Purchase", "Make Payment", "Subscribe" (or similar button or checkbox), download the Products, or use or access the Products and Services.

Purpose of Agreement

This Agreement defines and governs the general and specific provisions under which:

- (i) **QuartzX grants the Customer the Right to Use the Products and Services, and**

- (ii) the Customer accesses and utilizes the Products and Services.

This Agreement is made and entered into effective at the date of its acceptance by the Customer ("Effective Date").

1. SCOPE OF THE AGREEMENT

- (a) QuartzX will make services available to Customer as described in the general provisions herein provided and the specific provisions provided on QuartzX Public Website, Customer Portal, Payment Processor Website, Accepted Quote or Submitted Order Form, which are incorporated into this Agreement by reference as ("Specific Provisions") and are collectively referenced to as the "Agreement".
- (b) These Specific Provisions further define which Products and Services and their subscription terms, modules, features, licenses, number of allowed users, pricing, payment terms, payment currency, payment method, payment delay, late payments penalty and interests, term duration, renewal terms and may include additional support services and/or usage restrictions.
- (c) The Data Processing Addendum ("DPA") and Support Policy both apply to Customer's use of Products and Services, and related Support and Advisory Services and forms part of this Agreement and may be both consulted at <https://www.quartz-x.com/legal>.
- (d) The version of the Agreement applicable to the Customer is the one effective on the day of acceptance by the Customer, as possibly amended thereafter.
- (e) QuartzX may amend the Agreement and will notify the Customer of any changes 30 days before they take effect. This notice will be provided in writing, via email, or on the Website.
- (f) If the Customer disagrees with one or more modifications, they may terminate the Agreement without charge but remains liable for payment of fees prorated up to this termination date. This termination is the Customers' sole recourse.
- (g) If QuartzX does not receive a termination request within 30 days after notifying the Customer of the modifications, the Customer is deemed to have accepted these changes.

2. FINANCIAL TERMS, RENEWAL AND TERMINATION

- (a) The Customer agrees to comply with the financial terms provided in the Specific Provisions, in order to use and maintain access to QuartzX Products and Services.
- (b) Unless otherwise specified in Specific Provisions, Products and Services will automatically renew at QuartzX's then-current rates for: if Customer's prior term duration was for a period less than twelve (12) months, another Term of a period equal to Customer's prior Term, or if Customer's prior Term was for twelve (12) months or more, twelve (12) months.
- (c) QuartzX may suspend the provision of the Products and Services if any amount due to be paid by the Customer to QuartzX under the Agreement is overdue, and QuartzX has given Customer no fewer than ten (10) day's notice.
- (d) All fees and expenses are non-refundable, except as otherwise provided in this Agreement.

- (e) Fees and expenses are exclusive of any sales, use, GST, value-added, withholding or similar taxes or levies that apply to Customer's Orders. Other than taxes on QuartzX' net income, Customer is responsible for any such taxes or levies and must pay those taxes or levies, which QuartzX will itemize separately, in accordance with an applicable invoice.
- (f) To the extent Customer is required to withhold tax from payment to QuartzX in certain jurisdictions, Customer must provide valid documentation it receives from the taxing authority in such jurisdictions confirming remittance of withholding. This documentation must be provided at the time of payment of the applicable invoice to QuartzX.
- (g) If Customer claims exemption from any sales tax, VAT, GST or similar taxes under this Agreement, Customer must provide QuartzX a valid tax exemption certificate or tax ID at the time of Order, and after receipt of valid evidence of exemption, QuartzX will not include applicable taxes on the relevant Customer invoice.
- (h) Customer may terminate this Agreement upon notice for any reason. Customer will not be entitled to any refunds as a result of exercising its rights under this Section and any unpaid amounts for the then-current Terms and any related service periods will become due and payable immediately upon such termination.
- (i) Either party may terminate this Agreement if the other party: fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, ceases operation without a successor, or seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.
- (j) Upon expiration or termination of this Agreement: Customer's rights to use the applicable Products and Services will cease, Customer must immediately cease accessing and using the Products and Services. Following expiration or termination, unless prohibited by Law, QuartzX will delete Customer Data in accordance with the Products and Services documentation accessible through the Products and Services.
- (k) These Sections survive expiration or termination of this Agreement: 1, 2, 3, 7, 8, 13, 14, 15, 16, 17, 18.

3. CONFIDENTIALITY

- (a) "Confidential Information" means information disclosed by one party to the other under or in connection with this Agreement that is designated by the disclosing party as proprietary or confidential, or should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. QuartzX's Confidential Information includes any source code and technical, trade or performance information about the Products and Services. Customer's Confidential Information includes Customer Data and Customer Materials.
- (b) Unless expressly permitted by the disclosing party in writing, the receiving party must hold the disclosing party's Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, and only use such Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose such Confidential Information to its Affiliates and its and their employees, agents, contractors and other representatives having a legitimate need to know (including, for QuartzX, its Subcontractors), provided the receiving party remains responsible for their compliance with this Section (Confidentiality) and they are bound to confidentiality obligations no less protective than this Section (Confidentiality).
- (c) These confidentiality obligations do not apply to information that the receiving party can demonstrate (i) is or becomes publicly available through no fault of the receiving party, (ii) it knew or possessed prior to receipt under this Agreement without breach of confidentiality obligations, (iii) it received from a third party without breach of confidentiality obligations, or (iv) it independently developed without using the disclosing party's Confidential Information. The receiving party may disclose Confidential Information

if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the disclosing party in advance and cooperates, at the disclosing party's cost, in any reasonable effort to obtain confidential treatment.

- (d) Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or anticipated breach of this Section (Confidentiality).

4. ACCEPTABLE USE

- (a) QuartzX will, subject to this Agreement, grant the Customer a non-exclusive, non-transferrable, worldwide right to use the Products and Services and provide the Customer with an account which may then be used by the Customer to create named non-shareable accounts for its Affiliates and its and their officers, employees, agents and subcontractors (the "Users").
- (b) The Customer is responsible for its Users' compliance with this Agreement, secure User use and access and all activities of its Users, including additional orders, purchases and Product and Services activation, as well how Users access and use Customer Data. Users are only authorized to use and access their accounts in the course of the work they have to perform for the own internal benefit of the Customer and in accordance with the Products and Services documentation accessible through the Products and Services and Specific Provisions.
- (c) Except to the extent otherwise expressly permitted by this Agreement, Customer MUST NOT rent, lease, sell, distribute or sublicense the Product and Services or include them in a service bureau or outsourcing offering, provide access to the Product and Services to a third party, other than to Users, charge its customers a specific fee for use of the Product and Services, use the Product and Services to develop a similar or competing product or service, reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Product and Services, modify or create derivative works of the Product and Services, interfere with or circumvent Product usage limits or other Specific Provisions and restrictions, conduct or request any other person to conduct any load testing or penetration testing on the Product and Services, remove/obscure or modify in any way any proprietary or other notices or attributions in the Product and Services, republish or redistribute any content or material made available by QuartzX, use the Products and Services in any way that is unlawful, illegal, fraudulent, or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- (d) Use of features identified as "Preview" or "Beta" ("Beta Features") is optional, and is not part of Product and Services scope, and takes place at Customer's own risk and cannot generate a liability for QuartzX. QuartzX reserves the right to withdraw Beta Features and not to offer support for their use, including not fixing any issue pertaining to their use.

5. CUSTOMER DATA

- (a) The Customer hereby grants to QuartzX a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate data processed by the Products and Services ("The Customer Data") to the extent reasonably required for the operation of the Products and Services and performance of QuartzX's obligations and the exercise of QuartzX's rights under the Agreement. The Customer also grants to QuartzX the right to sub-license these rights to its hosting, connectivity and telecommunications service providers subject to any express restrictions elsewhere in the Agreement.
- (b) The Customer warrants to QuartzX that the Customer Data will not infringe the intellectual property rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation in any jurisdiction and under any applicable law.
- (c) Unless otherwise provided in the Agreement, the Customer Data will be localized in one or several data centers which can be located from time to time in the European Union, the United States of America, Canada and/or the United Kingdom.

- (d) The Customer remains the owner of the Customer Data. Excluding the use described in Paragraphs g) and h) in this Section (“Use of Statistical Information”), QuartzX shall refrain from using, modifying, assigning or transferring to a third party, in whole or in part, whether or not for consideration, the Customer Data which may have been communicated to QuartzX by the Customer for the implementation of the Products and Services, for purposes other than purposes of the Agreement. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of all the Customer Data.
- (e) Upon expiry or on termination of the Agreement, access to the Products and Services are closed on the last day of the Agreement. The Customer shall, before that date, retrieve the Customer Data using the Products features.
- (f) QuartzX will begin deleting the Customer Data within sixty (60) days following the effective date of expiration or termination of the Agreement.
- (g) If the Customer provides QuartzX with ideas, comments and/or suggestions relating to the Products and Services (the “Feedback”), all Intellectual Property Rights in the Feedback, and anything created as a result of the Feedback (including new material, enhancements, modifications or derivative works), are owned solely by QuartzX; and QuartzX may use or disclose the Feedback for any purpose; provided that Customer’s identity and Customer Data is anonymized and not identified or identifiable. The present Paragraph is set out under the consideration of mutual benefit of the Feedback for the customers of QuartzX; i.e. that providing the Feedback improves the overall usability of the Products and Services, so that the Customer could eventually benefit from improvements originating in the Feedback of other customers of QuartzX.
- (h) Notwithstanding the other paragraphs of this clause, the Customer acknowledges and agrees that QuartzX may use the Customer Data and information about the usage of the Products and Services to generate anonymized statistical and analytical data (“Analytical Data”); for QuartzX’ internal research and product development purposes and to conduct statistical analysis and identify trends and insights. QuartzX’ rights under the present paragraph will survive termination or expiry of the Agreement by five (5) years and title to, and all Intellectual Property Rights in, Analytical Data is and remains QuartzX’ property.

6. INFORMATION SECURITY

- (a) QuartzX shall implement adequate commercial endeavors to ensure security of the technical and logical components, servers and networks used to run the Products and Services and which are under its responsibility and control. The present commitment shall be interpreted as assigning an obligation of means to QuartzX, in that should the Customer elect to hold QuartzX liable for any agreement breach related to this Paragraph, it would not suffice to show evidence of the contractual breach itself the Customer would also be required to provide proof of how this contract breach came about and why it occurred by responsibility of QuartzX.
- (b) Each Party will promptly notify the other Party on becoming aware of any fact likely to constitute an attack or of an attack on the physical or logical security of the environment of the other Party (e.g. attempted intrusion).
- (c) QuartzX shall notify the Customer without undue delay after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Customer Data (“Data Breach”) transmitted, stored or otherwise processed.
- (d) QuartzX shall provide the Customer without undue delay after the notification of the Data Breach and insofar as this is possible, the following information:
 - (i) the categories and approximate number of data subjects concerned
 - (ii) the categories and approximate number of Personal Data records concerned
 - (iii) describe the likely consequences of the personal data breach

- (iv) describe the measures taken or proposed to be taken by QuartzX to address the Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

7. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

- (a) The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, QuartzX gives no warranty or representation that the Products and Services will be wholly free from defects, errors and bugs. The Products and Services are provided as-is and QuartzX makes no warranties of any kind, express or implied, including, but not limited to, fitness of Products and Services for a particular Customer purpose.
- (b) The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, QuartzX gives no warranty or representation that the Products and Services will be entirely secure.
- (c) The Customer acknowledges that the Products and Services are designed to be compatible only with that software and those systems: for web accessible features, maximum one major browser version behind for Google Chrome and Microsoft Edge and for mobile Operating Systems, a maximum of one major version behind for iOS and Android. QuartzX does not warrant or represent that the Products and Services will be compatible with any other software or systems.
- (d) The Customer acknowledges that QuartzX will not provide any legal, financial, accountancy, taxation, risk management, audit, internal/permanent control, cybersecurity and fraud detection advice under the Agreement or in relation to the Products and Services; and, except to the extent expressly provided otherwise in the Agreement, QuartzX does not warrant or represent that the Products and Services or the use of the Products and Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.
- (e) QuartzX will use adequate commercial endeavors to maintain the availability and security of the Products and Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Products and Services but does not guarantee 100% availability. QuartzX operates the Products and Services on a best effort basis and full/partial downtime does not provide the Customer with any claim to liability and/or compensation for such downtime.
- (f) For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement: a force majeure event, a fault or failure of the internet or any public telecommunications network, a fault or failure of the computer systems or networks under the control of the Customer, a downtime by third-parties cloud, IaaS, PaaS or IDaaS providers, any breach by the Customer of this Agreement; or scheduled maintenance carried out in accordance with this Agreement.

8. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- (a) Nothing in this Agreement will:
- limit or exclude any liability for death or personal injury resulting from negligence
 - limit or exclude any liability for fraud or fraudulent misrepresentation
 - limit any liabilities in any way that is not permitted under applicable law; or
 - exclude any liabilities that may not be excluded under applicable law.
- (b) The limitations and exclusions of liability set out in this Paragraph and elsewhere in this Agreement:
- are subject to the provisions of Paragraph (a); and

- govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.
- (c) Neither Party shall be liable to the other Party in respect of any losses arising out of: a force majeure event.
- (d) Neither Party shall be liable to the other Party in respect of any loss of profits or anticipated savings.
- (e) Neither Party shall be liable to the other Party in respect of any loss of revenue or income.
- (f) Neither Party shall be liable to the other Party in respect of any loss of use or production.
- (g) Neither Party shall be liable to the other Party in respect of any loss of business, contracts or opportunities.
- (h) Neither Party shall be liable to the other Party in respect of any loss or corruption of any data, database or software; providing that this Paragraph shall not protect QuartzX unless QuartzX has fully complied with its obligations under Paragraphs 6. (c) and 6. (d).
- (i) Neither Party shall be liable to the other Party in respect of any special, indirect or consequential loss or damage.
- (j) The aggregate liability of each Party to the other Party under the Agreement shall not exceed the total amount paid by the Customer to QuartzX under the Agreement in the 12 months period preceding the commencement of the event or events, excluding Support and Advisory Services.

9. FORCE MAJEURE EVENT

- (a) If a force majeure event gives rise to a failure or delay in either Party performing any obligation under the Agreement other than any obligation to make a payment, that obligation will be suspended for the duration of the force majeure event.
- (b) A Party that becomes aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under the Agreement, must:
- promptly notify the other Party; and
 - inform the other Party of the period for which it is estimated that such failure or delay will continue.
- (c) A Party whose performance of its obligations under the Agreement is affected by a force majeure event must take reasonable steps to mitigate the effects of this force majeure event.

10. SUBCONTRACTING

- (a) Subject to any express restrictions elsewhere in the Agreement, QuartzX may subcontract any of its obligations under the Agreement while remaining responsible to the Customer for the performance of any subcontracted obligations, provided that all subcontractors will be subject to the obligations set forth in the Agreement.

11. RECRUITMENT

- (a) Without the prior written consent of QuartzX, the Customer shall not hire for employment any QuartzX employee or representative who was first introduced to Customer as a result of this agreement for a period of twelve (12) months after the end date of this agreement. If a third-party recruiter was to solicit a Representative without being specifically directed to do so by the Customer during the term of the agreement or in the twelve (12) months after its end date, the Customer would need the prior written consent of QuartzX to hire the representative's services.

12. CORPORATION IDENTIFICATION

- (a) The Customer authorizes QuartzX to cite its name and use and/or reproduce its logo as a commercial reference in commercial documents and/or on its website.

13. ASSIGNMENT

- (a) Customer may not assign or transfer any of its rights or obligations under this Agreement or an Order without QuartzX's prior written consent. However, Customer may assign this Agreement in its entirety to its successor resulting from a merger, acquisition, or sale of all or substantially all of Customer's assets or voting securities, provided that Customer provides QuartzX with prompt written notice of the assignment and the assignee agrees in writing to assume all of Customer's obligations under this Agreement and complies with QuartzX's procedural and documentation requirements to give effect to the assignment. QuartzX may assign its rights and obligations under this Agreement (in whole or in part) without Customer's consent.

14. INVOICES, NOTICES AND REQUESTS FOR PAYMENTS

- (a) For the purposes of this Agreement, any notice required to be given pursuant to this Agreement shall be addressed to legal@quartz-x.com, via a ticket opened in QuartzX' Customer service portal or by registered mail to:

QUARTZX LLC, 3250 NE 1st Ave, Suite 305, Miami, FL 33137

15. SCOPE OF AGREEMENT AND AMENDMENTS

- (a) This Agreement, including the General Provisions set forth herein, Specific Provisions, any amendments executed by the Parties, and referenced Policies and Addendums, constitutes the entire agreement between the Parties with respect to the matters addressed herein, superseding all prior or contemporaneous understandings or agreements, whether verbal or otherwise. This Agreement may not be modified or amended except by written consent of the Parties. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

16. GOVERNING LAW

- (a) This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware. The Parties hereby agree that the courts of Delaware shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating to this Agreement or breach thereto.

17. WAIVER

- (a) No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition, or of any other term, provision or condition of this Agreement.