**QOHASH™**

**MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement (“**MSA**”) is effective as of the effective date, either upon executing an applicable order form (such form an “**Order Form**”) with an authorized reseller of the Services, by accessing or using the Services in any manner, or by clicking “I ACCEPT” (or any similar checkbox or button) for use of a trial (such date the “**Effective Date**”) and is by and between Qohash Inc., a Canadian company having its principal place of business at 394 Ste-Helene St, Quebec City (Quebec) G1K 3L7, Canada ("**Qohash**”), and the customer set forth on the Order Form (“**Customer**”) (each a **“Party**” and together “**Parties**”). In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Order Form, the terms of the Order Form shall prevail.

1. **Services.** “**Services**” means the product(s) and service(s) that are ordered by Customer from Qohash online or through an Order Form referencing this MSA, whether on a trial or paid basis, and that Qohash thereby provides to Customer. Services exclude any products or services provided by third parties, even if Customer has connected those products or services to the Services.Subject to the terms and conditions of this MSA, Qohash will make the Services available during the Term as set forth in an Order Form or as indicated by Qohash in the case of a trial.
2. **Fees and Payment**.
	1. **Fees.** Customer will pay the fees specified in the Order Form (the “**Fees**”). Qohash reserves the right to increase the Fees at the expiration of the Term or upon renewal, upon two (2) months’ prior written notice to Customer. The Fees are non-cancelable, non-exchangeable, and non-refundable, except as otherwise set forth herein.
	2. **Payment and Taxes.** Qohash will invoice Customer for Fees, either within the Services or directly, within thirty (30) days of the Effective Date. Customer shall pay all invoiced Fees by wire transfer of immediately available funds at the bank account provided by Qohash to the Customer, as soon as possible and in no event later than thirty (30) days from the date of the invoice. All payments must be made in full, free of any deductions or withholdings and without exercising any right of set-off. Any late payments are subject to a service charge equal to 1.5% per month (19,57% per year) of the amount due or the maximum amount allowed by law, whichever is less. Fees do not include local, state, or federal taxes or duties of any kind and any such taxes will be assumed and paid by Customer.
3. **Term and Termination**.
	1. **Term.** This MSA commences on the Effective Date and will remain in effect through the Initial Term and all Renewal Terms, as specified in the Order Form, unless otherwise terminated in accordance with this Section (the Initial Term and all Renewal Terms collectively the “**Term**”). If the Order Form does not specify, the Initial Term will be one (1) year and will automatically renew for successive one-year periods unless Customer provides Qohash with notice of termination at thirty (30) days prior to the end of the Term.
	2. **Termination for Cause.** A Party may terminate this MSA for cause with immediate effect by delivering notice of the termination to the other Party if (i) the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its material obligations, covenants, or representations under this MSA and the failure, inaccuracy, or material breach continues, as determined by the injured Party, acting reasonably, for a period of thirty (30) business days after the injured Party delivers notice to the breaching Party reasonably detailing the breach; or (ii) if the other Party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Non-payment of Fees by Customer past ninety (90) days from an invoice date, any Prohibited Uses (as defined in Section 4.4), and breaches of Confidentiality (Section 5) and Customer Data Safeguards (Section 6.4), will be considered de facto material breaches of the MSA. Notwithstanding anything to the contrary in this MSA, if Customer terminates the MSA or an applicable Order Form for Qohash’s material breach, then Qohash shall refund Customer all amounts paid in advance by Customer for access and use of Qostodian Prime and/or Qostodian Recon not received due to Qohash’s material breach, within thirty (30) days of the effective date of termination of any Order Form and/or this MSA.
	3. **Cancellation.** A Party may terminate the MSA and an applicable Order Form either (i) in accordance with the renewal provisions of the Order Form or (ii) if such provisions are not specified, by providing notice to the other Party of termination thirty (30) days prior to the end of the then-current Term.
	4. **Other Termination.** Except as provided in this Section 3 and the Order Form, to the fullest extent authorized by law, Customer irrevocably and unconditionally waives any and all other unilateral right of termination, legal, contractual or otherwise, whether express or implied, including without limitation its right to unilateral termination under section 2125 of the *Civil Code of Quebec*.
	5. **Effect of Termination and Survival.** Upon termination or cancellation of an Order Form or this MSA (i) with respect to the termination of the entire MSA, all Order Forms will concurrently terminate, (ii) Customer will have no further right to use the Services under the terminated or cancelled Order Forms and Qohash will remove Customer’s access to same, and (iii) unless described in Section 3.2 and otherwise specified in writing, Customer will not be entitled to any refund of fees paid. It is understood and agreed that any provisions of this MSA shall survive to the extent necessary to fulfill their essential purposes, including but not limited to the following Sections: Section 2 (Fees and Payment), Section 5 (Confidentiality), Section 6.2 (Data - Ownership), Section 6.4 (Customer Data Safeguards), Section 8 (Intellectual Property Rights), Section 9.3 (Disclaimers), Section 10 (Indemnification), Section 11 (Limitation of Liability), and Section 12 (Miscellaneous). Termination of this MSA will not limit a Party’s liability for obligations accrued as of or prior to such termination or for any breach of this MSA.
4. **License and Use of the Services**.
	1. **License.** Qohash hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to and license to access and use the Services set forth in the Order Form for Customer’s internal business purposes, all subject to the terms and conditions of this MSA and the Order Form.
	2. **Customer’s Obligations.** Customer shall i) abide by all local and international laws and regulations applicable to its use of the Services, including without limitation laws governing the protection of Personal Information (as defined below) and other laws applicable to the protection of the Customer Data (as defined below), ii) use the Services only for lawful purposes, and iii) comply with all of Qohash’s applicable documentation and policies, which shall be made available from time to time to the Customer, where applicable.
	3. **Authorized Users.** Customer may designate and provide access to its (or its corporate affiliates’) employees, independent contractors, or other agents to an account on the Services as authorized users (each an “**Authorized User**”) up to the number of “employees” set forth in the Order Form. Each account may be used only by a single, individual Authorized User, and Customer may be charged for additional employee (if applicable), or Qohash may terminate the MSA for cause, if this requirement is circumvented. Customer is responsible for all use and misuse of the Services by Authorized User accounts and for adherence to this MSA by any Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as necessary and applicable. Customer agrees to promptly notify Qohash of any unauthorized access or use of which Customer becomes aware.
	4. **Prohibited Uses.** In the event that Qohash suspects any breach of the requirements of hereunder, including by Authorized Users, Qohash may suspend Customer’s access to the Services without advanced notice, in addition to such remedies as Qohash may have. Customer and Authorized Users will not: (a) “frame”, distribute, resell, or permit access to the Services by any third party other than for its intended purposes, including service bureau, time-sharing purposes or providing login information; (b) use the Services other than in compliance with applicable federal, state, and local laws; (c) interfere with the Services or disrupt any other user’s access to the Subscription Service; (d) share non-public features or content of the Services with any third party; (e) reverse engineer, attempt to gain unauthorized access to the Service, attempt to discover the underlying source code or structure of, or otherwise copy or attempt to copy the Services, or adapt or create derivative works from the Services; (f) access or use the Services in order to build a competitive product or service, to build a product using similar idea features, functions or graphics or to copy any ideas, features, functions or graphics of the Services; (g) knowingly transfer to the Services any content or data that is defamatory, harassing, discriminatory, infringing of third party intellectual property rights, or unlawful; (h) upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Services; (i) probe, scan, test the vulnerability of, or circumvent any security mechanisms used by the sites, servers, or networks connected to the Services; (j) transfer to the Services or otherwise use on the Services any routine, device, code, exploit, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; (k) take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Services; (l) access or use, or attempt to do so, any other customers’ or their users’ data through the Platform; or (m) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services.
5. **Confidentiality.** As used herein, the “**Confidential Information**” of a Party (the “**Disclosing Party**”) means all financial, technical, or business information of the Disclosing Party, whether disclosed orally or disclosed, stored or accessed in written, electronic or any other form, whether before or after the Effective Date, that the Disclosing Party designates as confidential at the time of disclosure to the other Party (the “**Receiving Party**”) or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. For the sake of clarity, the Parties acknowledge that Confidential Information includes the Customer Data. Except as expressly permitted in this MSA, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party’s prior written consent. The Receiving Party will not use the Disclosing Party’s Confidential Information except to perform its obligations under this MSA, such obligations including, in the case of Qohash, to provide the Services. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior written notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding (if not prohibited by applicable law). Further, Confidential Information does not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without knowledge of any third party's breach of any obligation owed to the Disclosing Party. Upon termination or cancellation of this MSA, or at any time upon the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party or, at the Disclosing Party’s option, destroy or cause to be destroyed, all copies or partial copies of the Confidential Information, and the Receiving Party shall confirm in writing such return or destruction. Nothing contained in this MSA shall be construed as granting or conferring any right or interest, by license or otherwise, to the Receiving Party in the Confidential Information, which shall remain the exclusive property of the Disclosing Party. In addition to the foregoing, the Receiving Party shall not Reverse Engineer or attempt any Reverse Engineering any of the Confidential Information that is encrypted or otherwise provided in a non-human readable form.
6. **Data**.
	1. **Definitions.** “**Customer Data**” means all the data Customer and its Authorized Users create, upload, migrate or use in connection with the Services, including, without limitation, any Personal Information of Customer and its clients. Customer Data does not include metrics and information regarding Customer’s use of the Services, including information about how Authorized Users use the Services (such information, “**Usage Data**”).
	2. **Ownership.** Customer will continue to retain its ownership rights to all Customer Data processed under the terms of this MSA and Qohash will own all Usage Data.
	3. **Qohash’s Use of Data.** Qohash will use Customer Data and Usage Data as follows and, to the extent necessary, Customer provides Qohash a license to use, modify, reproduce, distribute, display and disclose same during the Term in accordance with this MSA:
		1. **Operating the Services.** Qohash may receive, collect, store and/or process Customer Data based on Qohash’s legitimate interest in operating the Services. Qohash may also use Customer Data in an anonymized manner, such as conversion to numerical value, for the training of the machine learning models and artificial intelligence models to support certain features and functionality within the Services.
		2. **Communications.** Qohash may communicate with Customer or Authorized Users (i) to send product information and promotional offers or (i) about the Services generally. If Customer or an Authorized User does not want to receive such communications, Customer may contact Qohash at info@qohash.com. Customer and necessary Authorized Users will always receive transactional messages that are required for Qohash to provide the Services (such as billing notices and product usage notifications).
		3. **Improving the Services.** Qohash may collect, and may engage third-party analytics providers to collect, Usage Data to develop new features, improve existing features, or inform sales and marketing strategies based on Qohash’s legitimate interest in improving the Services. When Qohash uses Usage Data, any Customer Data shall be anonymized and/or aggregated in such a manner that it no longer constitutes Customer Data and cannot be used to identify the Customer. Any such third-party analytics providers will not share or otherwise disclose Usage Data, although Qohash may make Usage Data publicly available from time to time.
		4. **Third-Party Service Providers.** Customer agrees that Qohash may provide Customer Data to authorized third-party service providers, only to the extent necessary to provide, secure, or improve the Services. Any such third-party service providers will only be given access to Customer Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in this MSA; and (b) their agreement to comply with the data transfer restrictions and data security provisions applicable to Personal Information as set forth below. Qohash will be responsible for the acts and omissions of any third-party service providers to the same extent that Qohash would be responsible if Qohash was performing the services directly under the terms of this MSA but subject to the limitations provided in Section 11 herein.
	4. **Customer Data Safeguards.**
		1. Qohash will not sell, rent, or lease Customer Data to any third party, and will not share Customer Data with third parties, except as permitted by this MSA and to provide, secure, and support the Services. Qohash and its third-party service providers sand Sub-Processors will maintain commercially appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data.
		2. Qohash and any third party service providers and Sub-Processors shall i) abide by all local and international laws and regulations applicable to its provision of the Services and its collection, access, use, storage, disposal, and disclosure of Customer Data, including without limitation all applicable federal, state, and foreign privacy laws governing the protection of Personal Information and other laws applicable to the protection of the Customer Data, and ii) store and maintain all Customer Data only in Canada and the United States and their territories.

 In the event that Qohash or any third-party service provider or Sub-Processor discovers unauthorized access to Customer Data, Qohash shall, as soon as practicable, notify Customer of such unauthorized access by email of the event and the status of efforts to mitigate or resolve the unauthorized access. Qohash agrees that in the event of such a breach it will cooperate with Customer in any investigation related thereto and will not (unless otherwise required by applicable law) inform any third party of any breach without first obtaining Customer’s prior written consent, other than to inform a complainant that the matter has been forwarded to Customer’s legal counsel. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall prevent Qohash from informing a third party of such a breach if required under applicable laws or to otherwise inform and provide all requested information to its insurers, even if it has not otherwise obtained Customer’s prior written consent. Qohash shall take all necessary actions immediately to remedy any unauthorized access and prevent any further unauthorized access at Qohash’s expense in accordance with applicable privacy laws, regulations, and standards

1. **Privacy Practices**.
	1. **Definitions. “Personal Information**” means any information relating to an identified or identifiable natural person where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their identity, including but not limited to nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (Pub. L. 106-102) and any implementing regulations or guidelines and similar laws and regulations.
	2. **Privacy Policy.** Qohash operates the Services and, as applicable, handles Personal Information, pursuant to the privacy policy available at [https://qohash.com/policies/](https://qohash.com/privacy-policy/) (the “**Privacy Policy**”).
	3. **Customer as Controller.** To the extent Customer Data constitutes Personal Information, the Parties agree that Customer determines the purpose and means of processing such Personal Information, and Qohash processes such information on behalf of Customer.
	4. **Hosting and Processing.** Unless otherwise specifically agreed to by Qohash and Customer, Customer Data may be hosted by Qohash, or its respective authorized third-party service providers or Sub-processors, in Canada or the United States and their territories. In providing the Services, Qohash will engage entities to process Customer Data, including and without limitation, any Personal Information within Customer Data pursuant to this MSA, only within Canada and the United States and their territories.
	5. **Sub-Processors.** Customer acknowledges and agrees that Qohash may use third-party data processors engaged by Qohash who receive Customer Data from Qohash for processing on behalf of Customer and in accordance with Customer’s instructions (as communicated by Qohash) and the terms of its written subcontract (the “**Sub-Processors**”). Such Sub-Processors may access Customer Data to provide, secure, and improve the Services. Qohash shall inform any Sub-Processors of the confidential nature of the Customer Data. Qohash will be responsible for the acts and omissions of Sub-Processors to the same extent that Qohash would be responsible if Qohash was performing the services directly under the terms of this MSA.
2. **Intellectual Property Rights.** Each Party will retain all rights, title and interest in any patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (“**Intellectual Property Rights**”), and Qohash in particular will exclusively retain such rights in the Services and all components of or used to provide the Services and the relevant documentation. Customer hereby provides Qohash a fully paid-up, royalty-free, worldwide, transferable, sublicensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback Qohash receives from Customer, Customer’s agents or representatives, Authorized Users, or other third parties acting on Customer’s behalf; and Qohash also reserves the right to seek and obtain intellectual property protection for any features, functionality or components that may be based on or that were initiated by such suggestions, enhancement requests, recommendations or other feedback.
3. **Representations, Warranties and Disclaimers**.
	1. **Representations.** Each Party represents that (i) it has validly entered into this MSA and has the legal power to do so; (ii) it is not under any restriction or obligation that could reasonably be expected to affect the performance of its obligation under this MSA; (iii) the execution, delivery, or performance of its obligations under this MSA will not breach or result in default under (a) its articles, bylaws, or any unanimous shareholders’ agreement; (b) any law to which it is subject; (c) any judgment, order, or decree of any governmental authority to which it is subject; or (d) any agreement to which it is a party or to which it is bound; (iv) it holds all permits, consents and other authorizations necessary to conduct its business as it now carried on; (v) there are no legal proceedings pending, threatened, or foreseeable against it, which would affect its ability to perform its obligation under this MSA; and (vi) it has not taken or authorized any proceedings related to its bankruptcy, insolvency, liquidation, dissolution, or winding up.
	2. **Warranties.** Qohash represents and warrants that the Services, when used as permitted under this MSA and in accordance with the documentation, shall operate substantially as described in the documentation and the applicable Order Form and that all Services provided pursuant to this MSA and any related Order Form will be performed in accordance with the general standards and practices of the information technology in existence at the time the Services are being provided. For any breach of a warranty in this section, Customer’s exclusive remedies are those described in Section 3 (Term and Termination) herein.
	3. **Disclaimers.** Except as specifically set forth in this Section 9 and the applicable Order Form, the Services, including all server and network components, are provided on an “as is” and “as available” basis, without any warranties of any kind to the fullest extent permitted by law, and Qohash expressly disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of quality, quiet enjoyment, integration, merchantability or fitness for a particular purpose. Customer acknowledges that Qohash does not warrant that the Services will be uninterrupted, timely, secure, error-free, or free from viruses or other malicious software, and no information or advice obtained by Customer from Qohash or through the Services shall create any warranty not expressly stated in this MSA. The Parties additionally agree that Qohash will have no liability or responsibility for Customer’s various compliance programs, and that the Services, to the extent applicable, are only tools for assisting Customer in meeting the various compliance obligations for which it solely is responsible.
	4. **Force Majeure.** A Party shall be liable neither for performance delays nor for non-performance due in case of an unforeseeable and irresistible event, except for payment obligations; provided that if Qohash is unable to provide the Services for more than 15 consecutive business days during the Term due to a Force Majeure event, Qohash shall refund Customer all amounts paid in advance by Customer for access and use of Qostodian Prime and/or Qostodian Recon not received due to such event, within thirty (30) days of Customers written request therefor.
4. **Indemnification**.
	1. **Indemnification by Qohash.**
		1. Qohash will indemnify and hold Customer harmless from and against any claim brought by a third party against Customer by reason of Customer’s use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party’s valid patent, copyright, trademark, or trade secret (an “**IP Claim**”). Qohash will, at its expense, defend such IP Claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Qohash for such defense, provided that (a) Customer promptly notifies Qohash of the threat or notice of such IP Claim; (b) Qohash will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, Qohash will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (c) Customer fully cooperates with Qohash in connection therewith. If use of a Service by Customer has become, or, in Qohash’s opinion, is likely to become, the subject of any such IP Claim, Qohash may, at its option and expense, (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Qohash, terminate Customer’s subscription to the Service(s) and repay, on a pro-rata basis, any Fees previously paid to Qohash for the corresponding unused portion of the Term for such Service(s). Qohash will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (w) compliance with designs, data, instructions or specifications provided by Customer; (x) the use of any version of the Service(s) other than the latest version made available to Customer by Qohash; (y) modification of the Service(s) by anyone other than Qohash; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section state the sole, exclusive, and entire liability of Qohash to Customer and constitute Customer’s sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by Customer, Customer’s agents, or Authorized Users.
		2. Qohash will indemnify, defend, and hold Customer harmless against any claim (a) arising from or related to provision of a Service by Qohash, Qohash’s agents, third party service providers, or Sub-processors in breach of this MSA; or (b) arising out of or related to unauthorized disclosure any Customer Data (a “Confidentiality Claim”); provided (i) Customer promptly notifies Qohash of the threat or notice of such claim; (ii) Qohash will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Qohash will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (iii) Customer fully cooperates in connection therewith.
	2. **Indemnification by Customer.** Customer will indemnify and hold Qohash harmless against any claim (a) arising from or related to use of a Service by Customer, Customer’s agents, or Authorized Users in breach of this MSA; or (b) alleging that Customer’s use of the Service or Customer’s Customer Data infringes or misappropriates a third party’s valid patent, copyright, trademark, or trade secret or (c) any claim, costs, expenses, fines, or fees incurred by Qohash from or related to Qohash inability to notify a third party of a security breach without Customer’s prior approval pursuant to Section 6.4.3; provided (i) Qohash promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Customer will not settle or compromise any claim that results in liability or admission of any liability by Qohash without prior written consent); and (iii) Qohash fully cooperates in connection therewith.
5. **Limitation of Liability.** Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either Party to this MSA, or their affiliates, officers, directors, employees, agents, service providers, suppliers or licensors be liable to the other Party or any affiliate for any lost profits, lost sales or business, lost data (being data lost in the course of transmission via Customer’s systems or over the internet through no fault of Qohash), business interruption, loss of goodwill, costs of cover or replacement, or for any type of indirect, incidental, special, exemplary, consequential or punitive loss or damages, or any other indirect loss or damages incurred by the other Party or any affiliate in connection with this MSA or the Services regardless of whether such Party has been advised of the possibility of or could have foreseen such damages. Except as specifically set forth in this MSA, Qohash’s aggregate liability to Customer, any Customer affiliate, or any third party arising out of this MSA or the Services will in no event exceed the Fees paid by Customer during the twelve (12) months prior to the first event or occurrence giving rise to such liability. Customer acknowledges and agrees that the essential purpose of this Section is to allocate the risks under this MSA between the Parties and limit potential liability given the Fees, which would have been substantially higher if Qohash were to assume any further liability other than as set forth herein. Qohash has relied on these limitations in determining whether to provide Customer with the rights to access and use the Services provided for in this MSA. The limitation of liability provided for herein will apply in aggregate to Customer and its affiliates and shall not be cumulative. The limitations set forth in Section shall not apply to claims or damages resulting from Qohash’s IP Claims indemnity obligations in this MSA. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply to Customer. In these jurisdictions, Qohash’s liability will be limited to the greatest extent permitted by law. Any claims or damages that Customer may have against Qohash will only be enforceable against Qohash and not any other entity or its officers, directors, representatives, or agents.
6. **Miscellaneous**.
	1. **Entire Agreement.** This MSA and the applicable Order Form(s) constitute the entire agreement, and supersedes all prior agreements, between Qohash and Customer regarding the subject matter hereof.
	2. **Assignment.** The Customer may not assign its rights into the Services or any of its rights or obligations under this MSA or under the Order Form without Qohash’s written consent; provided that consent is not needed for Customer to assign this MSA or an Order Form in connection with a merger, acquisition, or sale of all or substantially all of Customer’s assets. Qohash may assign its rights and obligations under this MSA or under the Order Form without the Customer’s written consent.
	3. **Severability.** Any part, provision, representation or warranty of this MSA, which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
	4. **Relationship of the Parties.** The Parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other’s behalf.
	5. **Publicity and Marketing.** Customer undertakes to participate in Qohash’s customer reference program, which, notably, allows Qohash to request a reference from the Customer for other prospective clients. Further information shall be provided on an on-demand basis. Qohash may use and include Customer’s name, logo, and trademarks in its customers lists, press releases, marketing materials, and on its website. Customer agrees to provide marketing material, statistics, or other non-confidential information for use in Qohash’s marketing and sales initiatives. Customer may require Qohash to withdraw any use of the Customer’s trademarks, name, and logos if Customer reasonably considers that Qohash’s use is detrimental to Customer or in any way damages Customer’s business or reputation.
	6. **Notices.** All notices provided by Qohash to Customer under this MSA may be delivered in writing (a) by nationally recognized overnight delivery service or mail to the contact mailing address provided by Customer on the Order Form; or (b) electronic mail to the electronic mail address provided for Customer’s account owner. Customer must give notice to Qohash in writing by nationally recognized overnight delivery service or mail to the contact mailing address provided to Customer in the introductory paragraph of this MSA. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a nationally recognized overnight delivery service as permitted above.
	7. **Governing Law, Jurisdiction and Venue.** This MSA and the applicable Order Form(s) shall be governed, construed, and enforced in accordance with the laws of the State of New York and applicable federal laws, without regard to their conflict of law rules. Any disputes under this MSA shall be resolved in a court of general jurisdiction in the State of New York. Customer and Qohash hereby expressly agrees to submit to the exclusive personal jurisdiction and venue of such courts for the purpose of resolving any dispute relating to this MSA or access to or use of the Services by Customer, its agents, or Authorized Users.
	8. **Rules of Construction.** Interpretation of this MSA shall be governed by the following rules of construction; i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; ii) the word “including” and words of similar import shall mean “including without limitation”, unless otherwise specified; iii) the word “or” shall not be exclusive; and iv) the headings and titles contained in this MSA are for reference purposes only and shall not affect in any way its meaning or interpretation.
	9. **Amendments.** Any amendment to this MSA must be in writing and signed by Qohash and Customer. Qohash’s failure to enforce at any time any provision of this MSA does not constitute a waiver of that provision or of any other provision of this MSA.