

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 or Qohash, by accessing or using the Services in any manner, or by clicking “I ACCEPT” (or any similar checkbox or button) or on the date Customer is granted access to the Services on the basis of a trial by Qohash in writing (such trial being a “**Trial Access**”) (such date the “**Effective Date**”) and is by and between Qohash Solutions Inc., an American company having its principal place of business at 25 Pompton Avenue, suite 101, Verona, New Jersey, 07044 (“**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. In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Appendix, the terms of the Appendix shall prevail, except as provided in such Appendix. For clarity, if Customer is granted access through a Trial Access, the specific terms regarding such Trial Access will apply to Customer.

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 and conditioned on Customer’s payment of Fees, 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. Subject to the terms and conditions of this MSA, Qohash shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Appendix A - Service Level Agreement. Customer acknowledges that some specific Services may be subject to specific terms, such specific terms will be provided in a dedicated Appendix to this MSA.
2. **Fees and Payment.**
 - 2.1. **Fees.** Customer will pay the fees specified in the Order Form (the “**Fees**”), except if Qohash determines that a third-party (such as an authorized reseller) will be responsible for the payment of such Fees as provided in an Order Form. The Fees are non-cancelable, non-exchangeable, and non-refundable, except as otherwise set forth herein. Qohash may change the Fees from time to time, in its sole discretion. Any Fee changes will be effective upon the commencement of next Renewal Term; provided, that Qohash shall provide Customer with two (2) months prior written notice of any such Fee change prior to the expiration of the then-current Term.
 - 2.2. **Payment and Taxes.** Qohash will invoice Customer (or any third party as provided in Section 2.1) for Fees, either within the Services or directly by sending an invoice. Customer (or any third party as provided in Section 2.1) shall pay all invoiced Fees by wire transfer of immediately available funds at the bank account provided by Qohash to the Customer (or any third party as provided in Section 2.1), as soon as possible and in no event later than thirty (30) days from the date of the invoice. All payments must be made pursuant to the terms of the Order Form and 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 taxes or duties of any kind and any such taxes will be assumed and paid by Customer.
3. **Term and Termination.**
 - 3.1. **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 three (3) year and will automatically renew for successive one-year periods unless Customer provides Qohash with notice of termination at sixty (60) days prior to the end of the Term. If Customer is granted access to the Services through a Trial Access, the Term for such Trial Access shall be the one provided in writing by Qohash (email sufficient) and notwithstanding anything to the contrary, such Term shall terminate until the earlier of: (i) the end of the Term of such Trial Access, (ii) the start date of any Order Form

executed by Customer for Services in exchange of payment of Fees, or (iii) termination by Qohash at its sole discretion and without having to provide any prior notice.

- 3.2. **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 sixty (60) 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 failure by Customer to collect necessary consents prior to the collection, processing or transfer of Personal Information (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 the Services not received due to Qohash's material breach, within sixty (60) days of the effective date of termination of any Order Form and/or this MSA.
- 3.3. **Other Termination.** Except as provided in this Section 3, 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.
- 3.4. **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, (iii) unless described in Section 3.2 and otherwise specified in writing, Customer will not be entitled to any refund of fees paid, and (iv) each Party shall destroy or return the Confidential Information of the other Party pursuant to the terms of Section 5 below. 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: this Section, Section 2 (Fees and Payment), Section 5 (Confidentiality), Section 6.4 (Personal Information), Section 6.6 (Usage Data and Improving the Services), Section 6.7 (Improvement of the Services), Section 7 (Intellectual Property Rights), Section 8.3 (Trial Period), Section 8.4 (Disclaimers), Section 9 (Indemnification), Section 10 (Limitation of Liability), and Section 11 (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. Access and Use of the Services.

- 4.1. **Access.** Qohash hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right 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.
- 4.2. **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 Personal Information or Customer Data (as defined below), and ii) use the Services only for lawful purposes and in accordance with Qohash's documentation.
- 4.3. **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. Customer interested in increasing the number of Authorized Users as provided in the Order form due to a staff increase of more than ten percent (10%) of the global number of employees may send a written notice to Qohash to request such modification, the Fees being adjusted on a pro-rata basis. For clarity, a staff decrease or a reduction of the number of Authorized Users shall not automatically grant to the Customer a reduction in the Fees. Each

account may be used only by a single, individual Authorized User, each of them being strictly prohibited from sharing their accounts or account passwords, 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.

- 4.4. **Prohibited Uses.** 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 encumbering, sublicensing, transferring, renting, leasing, service bureau, time-sharing purposes or providing login information; (b) use the Services other than in compliance with applicable laws; (c) interfere with the Services or disrupt any other user’s access to the Services; (d) share non-public features or content of the Services with any third party; (e) successfully or otherwise, attempt to decompile, disassemble, reverse engineer, gain unauthorized access to the Service, or discover the underlying source code or structure of, the Services;; (f) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services; (g) 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, extract information from the Services in furtherance of competing with Qohash, adapt, or provide access to the Services to an individual associated with a Competitor of Qohash; (h) provide Qohash with any Customer Data or suggestions that is defamatory, harassing, discriminatory, infringing of third party intellectual property rights, or unlawful; (i) transfer to the Services or otherwise use on the Services any files that contain viruses, corrupted files, “back door”, Trojan horse, or any other similar code, software or programs that may damage the operation of the Services; (j) probe, scan, test the vulnerability of, or circumvent any security mechanisms used by the sites, servers, or networks connected to the Services; (k) 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; (l) take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Services or actions that significantly exceed normal usage patterns that could impair the functionality or the operational performance of the Services, such as, without limitation, automated or scripted tools that would send more requests to the Services than humanly possible in the same period, massive file uploads or downloads that are not consistent with standard usage practices, use of tools designed to generate load or stress tests or excessive retrieval or insertion of data; (m) access or use, or attempt to do so, any other customers’ or their users’ data through the Platform; (n) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services; or (o) permit any third party to engage in any of the foregoing proscribed acts. Qohash reserves the right to suspend Customer’s (and Authorized User) access to the Services if it suspects any breach of the requirement hereunder, in addition to such remedies as Qohash may have. In the context of this MSA, “**Competitor of Qohash**” shall mean any entity that provides the same or similar goods and services to those provided by Qohash, as would be determined by a commercially reasonable individual.
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, Privacy and Security Practices.

- 6.1. **Ownership. "Customer Data"** means any information, data, and other content, in any form or medium, including any Personal Information (as defined below), that is used, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services or that incorporates or is derived from the processing of such information, data, or content by or through the Services. Customer will retain all rights in all Customer Data (other than feedback as described below). Notwithstanding anything to the contrary in this MSA, Customer understands that Personal Information shall strictly be subject to the terms of the Privacy Policy (as defined below) and Appendix B – Data Processing Addendum.
- 6.2. **Use of Customer Data.** Customer hereby grants Qohash a non-exclusive and limited right and license during the Term to use the Customer Data solely to provide the Services to Customer. Customer understands and acknowledges that Customer Data will be processed in the Customer's systems and only Customer Data that are not reasonably considered sensitive by Qohash (which exclude any Personal Information) will be transferred to Qohash's systems and encrypted pursuant to Qohash's security best practices.
- 6.3. **Hosting and Third-Party Service Providers.** Unless otherwise specifically provided in an Order Form, Customer Data and Personal Information will be hosted solely in North America. Qohash and any third-party service providers shall 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. Qohash may provide Customer Data to authorized third-party service providers, only to the extent necessary to provide or secure the Services. Any such third-party service providers will only be given access to Customer Data as is reasonably necessary and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in this MSA; and (b) obligations which are substantially consistent with Appendix B – Data Processing Addendum (that is part of this MSA) applicable to Personal Information. 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 10 herein.
- 6.4. **Personal Information. "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. Qohash operates the Services and, as applicable, handles Personal Information, pursuant to the privacy policy available at <https://qohash.com/privacy> (the "**Privacy Policy**") and Appendix B – Data Processing Addendum. 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. As such, Customer is responsible for collecting all necessary consent to ensure compliance with this MSA, prior to the collection, processing or transfer of any Personal Information pursuant to this MSA and agrees to provide such a copy of such consents to Qohash upon request. Regarding Personal Information, Qohash undertakes to comply with the terms of Appendix B – Data Processing Addendum attached to this MSA.

- 6.5. **Security of Customer Data.** Qohash and its third-party service providers will maintain commercially appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data and pursuant to Appendix B – Data Processing Addendum for Personal Information. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. If Qohash, or a third-party service provider, discovers any unauthorized access, use, disclosure or destruction of the Customer Data (hereinafter individually and collectively defined as a "**Confidentiality Incident**"), Qohash shall diligently inform the Customer by email of such Confidentiality Incident and the progress of efforts to mitigate or resolve the issue of the Confidentiality Incident as soon as possible. Qohash commits to cooperating with the Customer in any related investigation in the event of a breach and not to (except under legal obligation) inform a third party of any breach without having first obtained the Customer's written consent, except to inform a complainant that the matter has been referred to the Customer's legal counsel. Notwithstanding any provision to the contrary in this MSA, nothing in this MSA prevents Qohash from informing a third party of such a Confidentiality Incident if required by applicable laws, or from informing and providing all requested information to its insurers, even if it has not obtained prior written agreement from the Customer. Qohash will immediately take all necessary steps to remedy any Confidentiality Incident and prevent any further Confidentiality Incident, at Qohash's expense, in accordance with applicable laws, regulations, and standards.
- 6.6. **Usage Data.** "**Usage Data**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. Notwithstanding anything to the contrary in this MSA, Qohash may monitor Customer's use of the Services and collect and compile Usage Data. All right, title, and interest in Usage Data, and all intellectual property rights therein, belong to and are retained solely by Qohash. Customer acknowledges that Qohash may compile, through aggregation and anonymization to ensure that it cannot identify Customer or Customer Data, Usage Data based on Customer Data input into the Services.
- 6.7. **Improvement of the Services.** Notwithstanding anything to the contrary in this MSA, Qohash may also use Customer Data, subject to the anonymization of such Customer Data so that it cannot identify Customer, for the training of the machine learning models and artificial intelligence models, to support certain features and functionality within the Services or develop other products or services. Qohash may use such anonymized Customer Data to inform sales and marketing strategies based on Qohash's legitimate interest.
- 6.8. **Customer Data during Trial Access.** Notwithstanding anything to the contrary in this MSA, if Customer is granted access through a Trial Access, Qohash reserves the right, at its sole discretion, to delete any and all Customer Data made available under this Trial Access, unless Customer executes an Order Form for the same Services as those provided in the Trial Access.
7. **Intellectual Property Rights.** Except for the limited rights and licences expressly granted under this MSA, 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.

8. Representations, Warranties and Disclaimers.

- 8.1. **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) it holds all permits, consents and other authorizations necessary to conduct its business as it now carried on.
- 8.2. **Warranties.** Qohash represents and warrants that the Services, during the Term, 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 industry 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.
- 8.3. **Trial Period.** Notwithstanding what is provided in this MSA (including, without limitation, Sections 8.1, 8.2 and 9.1) and to the extent authorized through applicable law, Trial Access is provided on an "as-is" basis without any warranty of any kind and Qohash shall have no indemnification obligations nor liability of any type with respect to the Trial Access. If such exclusion of liability is not enforceable under applicable law, Qohash's liability regarding the Trial Access shall not exceed 2,500\$.
- 8.4. **Disclaimers.** Except as specifically set forth in this Section 9, 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.
- 8.5. **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 fifteen (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 the Services not received due to such event, within thirty (30) days of Customer's written request therefor.

9. Indemnification.

9.1. Indemnification by Qohash.

- 9.1.1. 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.

9.1.2. Qohash will indemnify, defend, and hold Customer harmless against any claim (a) arising from or related to provision of a Service by Qohash, or third party service providers 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 Confidentiality Claim; (ii) Qohash will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such Confidentiality Claim (however, Qohash will not settle or compromise any Confidentiality Claim that results in liability or admission of any liability by Customer without prior written consent); and (iii) Customer fully cooperates in connection therewith.

9.2. **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 this MSA; 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.

10. **Limitation of Liability.** To the maximum extent permitted by applicable law, 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, the Parties aggregate liability to the other Party 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; provided that liability under the Parties' indemnification obligations, will not in the aggregate exceed five (5) times that amount.. 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. 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.

11. Miscellaneous.

- 11.1. **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.
- 11.2. **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.
- 11.3. **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.
- 11.4. **Waiver.** No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this MSA, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 11.5. **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.
- 11.6. **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.
- 11.7. **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.
- 11.8. **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 (if any), 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 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.
- 11.9. **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 4.4 or Section 5 would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any

requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

- 11.10. **Export compliance.** The Services and other software or components of the Services, including any documentation, provided or made available to Customer are subject to U.S. export control and economic sanctions laws as administered and enforced by the Office of Foreign Assets and Control of the United States Department of Treasury. Customer will not access or use the Services if Customer or any Authorized Users are located in any jurisdiction in which the provision of the Services, software, or other components is prohibited under U.S. or other applicable laws or regulations (a “**Prohibited Jurisdiction**”) and Customer will not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents and warrants that (a) it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) it will not permit any individuals under its control to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the United States and the countries in which it and Authorized Users are located.
- 11.11. **US Government Rights.** The Services and relevant document are a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and documentation as are granted to all other end users under this MSA, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.
- 11.12. **Anti-Corruption.** Customer represents and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Qohash’s employees or agents in connection with this MSA. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give notice to Qohash.
- 11.13. **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.
- 11.14. **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.