

## QOHASH™ MASTER SUBSCRIPTION AGREEMENT

This Qohash Master Subscription Agreement (“**MSA**” together with any Order Forms, the MSA Schedule A and Schedule B and, as the case might be any Appendix hereto, collectively, the “**Agreement**”) forms the entire Agreement between the customer (such customer, the “**Customer**”) accessing, downloading, installing or otherwise using the Services and Qohash Inc., a Canadian company having its principal place of business at 394 Ste-Helene St, Québec City (Québec) G1K 3L7, Canada (“**Qohash**”). This Agreement is entered into on the earlier of the date Customer first uses any part of the Services and the date Customer agrees to be bound by this Agreement (the “**Effective Date**”). Qohash and Customer will be referred to together as the “**Parties**” and each a “**Party**”.

This Agreement sets forth the terms and conditions that govern the provision and use of the Services.

BY USING THE SERVICES, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. IF CUSTOMER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE SERVICES. CUSTOMER REPRESENTS AND WARRANTS TO QOHASH THAT CUSTOMER HAS THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT. IF CUSTOMER IS USING THE SERVICES ON BEHALF OF ANOTHER PERSON, CUSTOMER HEREBY REPRESENTS AND WARRANTS TO QOHASH THAT CUSTOMER HAS THE AUTHORITY TO BIND SUCH PERSON TO THIS AGREEMENT.

In the event of any conflict or inconsistency between the provisions of any of the following documents, then unless the Parties expressly agree otherwise, the following order of priority will apply, to the extent of such conflict or inconsistency (a) the Order Form which prevails on (b) this MSA including MSA Schedule A and Schedule B; which shall prevail on (c) Appendix that might be, with equal priority; provided, however, that: (x) the provisions of the applicable Appendix will prevail over the MSA to the extent the Appendix expressly refers to the provisions in the MSA over which it prevails, but only for the purposes of the specific Appendix that contains such express reference; (y) the provisions of the applicable Order Form will prevail over the MSA and Appendices, but only for the purposes of the specific Order Form that contains such express reference; **and** if Customer is granted access through a Trial Access, the specific terms regarding such Trial Access will prevail over any inconsistent terms contained in the MSA or Appendices.

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined will have the following meanings:

“**Anonymous Data**” means data processed from Customer Data that have been anonymized as per GDPR definition in an irreversible manner, and that is non-identifiable as to any individual and otherwise does not constitute neither Personal Information” nor “Personal Data” as per EU General Data Protection Regulation ( GDPR ) definition when applicable, under Privacy and Data Protection Requirements (as defined in the Personal Information Processing Addendum). Qohash has the right to use Anonymous Data for any lawful purpose, including to operate, maintain, analyze, improve, and develop its products and services

“**Competitor of Qohash**” means any entity that provides the following types of software or software-as-a-service products or services related to maintenance, development and updating of such products: (a) security software; (b) software for maintaining data security; (c) software for data security that discovers, classifies, labels, and remediates structured and unstructured data across workstations, file servers, databases, cloud repositories, API gateways, and large language models, (d) software that enables configurable workflows, automated remediation actions, quarantine, deletion, and encryption of sensitive data, (e) software for monitoring and controlling data exposure in artificial intelligence systems and cloud environments.

“**Confidential Information**” of a Party (the “**Disclosing Party**”) means all 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 clarity, the Parties acknowledge

that Confidential Information of Customer includes Customer Data. Confidential Information does not include any information that: (a) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (c) 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.

**"Customer Data"** means any data, content, or information that originates from Customer's systems, archives, or data sources and is provided to, scanned by, or processed by the Services, including Customer files, documents, records, and any personal data contained therein, and other content, in any form or medium, including any Personal Information (as defined below), that: Customer, or any of its Authorized Users, loads or enters into, transmits to, or makes available to the Services. Customer Data remains the exclusive property of Customer.

**"Derived Data"** means information and other data that is generated by Qohash when performing the Services including metadata, file attributes, classification results, policy findings, detection context, risk indicators, user audit log, reports, scores, models, and other outputs generated through the application of Qohash's proprietary algorithms and methodologies. Derived Data does **not** include Customer files or complete Customer content, does **not** substitute for Customer Data, and does **not** permit reconstruction of Customer Data. Qohash may use Derived Data to offer the services. Derived Data remains the exclusive property of Customer.

**"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**"Personal Information"** means any Customer Data relating to an identified or identifiable natural person. Under the terms of this Agreement "Personal Information" has the same meaning as "Personal Data" as per EU General Data Protection Regulation (GDPR) definition when applicable.

**"Services"** means the products and service that are ordered by Customer from Qohash through any ordering document, online registration, order description or order confirmation referencing this MSA provided by Qohash and executed by Customer and Qohash (each, an **"Order Form"**), whether on a trial or paid basis, other than any products or services provided by third parties, even if Customer has connected those products or services to the products and services ordered from Qohash.

**"Trial Access"** means any access to the Services that is provided to Customer, and identified by Qohash in writing as being granted, on a trial basis.

**"Usage Data"** means information and other data collected or generated by Qohash related to how users interact with the Services, including system metrics and performance, or statistical information, but excluding any Personal Information. Usage Data remains the exclusive property of Qohash.

2. **Services.** Qohash will provide the Services to Customer during the Term, including the support services set out in Schedule A - Service Level Agreement (the **"Support Services"**). Qohash will use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Schedule A - Service Level Agreement. Customer acknowledges that certain Services may be subject to specific terms, which specific terms will be provided in the Order's Additional Terms and Details and/or a dedicated Appendix to this MSA.
3. **Fees and Payment.**
  - 3.1 **Fees.** Customer will pay the fees specified in each 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. All Fees remain due for the full Term regardless of early cessation of use, except as provided in Section 4.3 and Section 10.6. Qohash may increase the Fees at the commencement of each Renewal Term and will provide Customer with no less than two (2) months' prior written notice of any such Fee increase. The Fees will be based

on the total number of employees, including full-time and part-time employees, and independent contractors of Customer listed on the identity management system (“**Customer Headcount**”), unless expressly included in the Order Form. If, at any time during the Term, the Customer Headcount increases by more than five percent (5%) due to a sudden event (such as a merger, acquisition, or other similar business transaction), then the applicable Fee increase to reflect the increased Customer Headcount may be prorated based on the number of days remaining in the Term as of the date of such increase. For clarity, decreases in Headcount will not reduce Fees during the then-current Term, and no refunds or credits will be provided, unless expressly stated in the Order Form.

3.2 **Payment and Taxes.** Qohash will invoice Customer for Fees, either within the Services or directly by sending an invoice. Customer will pay all invoiced Fees by wire transfer of immediately available funds at the bank account provided by Qohash to Customer within thirty (30) days following 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 will be subject to a service charge equal to 1.5% compounded monthly (19.57% per year) of the amount due or the maximum amount allowed by law, whichever is the greater. Fees do not include local, state, provincial or federal taxes, or duties of any kind, and any such taxes or duties, other than taxes based on the net income or profits of Qohash, will be paid by Customer as reflected on the invoice issued by Qohash. If Customer has entered into an Order Form with a Qohash-authorized reseller and the agreement between Customer and such reseller provides that such reseller will pay the Fees on behalf of Customer, then any such Fees paid by such reseller on Customer’s behalf will be deemed to have been paid by Customer.

#### 4. **Term and Termination.**

4.1 **Term.** The term of this MSA, including any initial and renewal terms, will be governed by the effective period set forth in each Order Form. This MSA will commence on **the Effective Date of the first Order Form** executed by the Parties and will remain in effect so long as any Order Form is in effect. If an Order Form does not specify a term, the initial term of such Order Form will be three (3) years and will automatically renew for successive periods of one (1) year each (each a “**Renewal Term**”), unless either Party provides the other Party with written notice of its intention not to renew not less than thirty (30) days prior to the end of the initial term or then-current Renewal Term. If the term of all Order Forms under this MSA have expired or been terminated, then this MSA will automatically terminate.

4.2 **Term of Trial Access.** If Customer is granted access to the Services through a Trial Access, the term for such Trial Access will be the one provided in writing by Qohash and such term will terminate upon the earlier of: (a) the end of the term of such Trial Access; (b) the start date of any Order Form executed by Customer for equivalent Services in exchange for payment of Fees; or (c) termination by Qohash at its sole discretion.

4.3 **Termination for Cause.** A Party may terminate this Agreement, in whole or in part, for cause with immediate effect by delivering notice of the termination to the other Party if: (a) 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 Agreement 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 (b) if the other Party becomes insolvent, bankrupt or enters receivership, dissolution, 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 breach of Section 5.4 (Prohibited Uses), any breach of Section 6 (Confidentiality) and any failure by Customer to collect necessary consents prior to the collection, processing or transfer of Personal Information (as defined in the Data Processing Agreement), will be considered de facto material breaches of material obligations, covenants or representations under this Agreement entitling Qohash to terminate. If Qohash terminates this Agreement for any cause attributable to Customer’s breach or default, Customer shall remain fully liable for, and shall immediately pay upon termination, all Fees and other amounts that would have become due for the remainder of the then-current Term under this Agreement (including all Order Forms) as if no termination had occurred. Such amounts are agreed to constitute liquidated damages and not a penalty.

4.4 **Other Termination.** Except as provided in this Section 4, to the fullest extent authorized by law, Customer irrevocably and unconditionally waives any and all other unilateral rights of termination, whether legal, contractual

or otherwise, or express or implied, including its right to unilateral termination under section 2125 of the *Civil Code of Québec*.

- 4.5 **Effect of Termination and Survival.** Upon termination or cancellation of this Agreement, in whole or in part, the following will occur: (a) Customer will have no further right to use the Services provided under the terminated or cancelled Order Forms and Qohash will remove Customer's access to the same; (b) no new Order Forms may be agreed to or entered into by the Parties; (c) unless described in Section 4.3 or otherwise agreed to by Qohash in writing, Customer will not be entitled to any refund of Fees or other amounts paid; and (d) each Party will destroy or return Confidential Information of the other Party pursuant to the terms of Section 6 below. It is understood and agreed that any provisions of this Agreement will survive to the extent necessary to fulfill their essential purposes, including, but not restricted to the following Sections: this Section 4.4, Section 3 (Fees and Payment), Section 6 (Confidentiality), Section 9 (Intellectual Property Rights), Section 10.4 (Trial Access), Section 10.5 (Disclaimers), Section 11 (Indemnification), Section 12 (Limitation of Liability), Section 13 (Miscellaneous), and Schedule B the Data Processing Agreement. Termination of this Agreement will not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.
- 4.6 **Limited Refund Right.** If Customer terminates this Agreement, in whole or in part, in accordance with Section 4.3(a), then Qohash will refund Customer any and all prepaid Fees for Services not yet received within sixty (60) days of the effective date of termination of the applicable Order Form or this MSA.
5. **Access and Use of the Services.**
- 5.1 **Access.** Qohash hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services for Customer's internal business purposes and at all times in accordance with the terms of this Agreement.
- 5.2 **Customer's Obligations.** Customer will: (a) abide by all local and international laws and regulations applicable to its use of the Services, including laws governing Personal Data or Customer Data; and (b) use the Services only for lawful purposes and in accordance with Qohash's documentation.
- 5.3 **Authorized Users.** Customer may designate employees, independent contractors and other agents as authorized users (each an "**Authorized User**") and provide them with an account (an "**Authorized User Account**") allowing them to access to and use of the Services. Each Authorized User Account may be used only by a single individual Authorized User, each of them being strictly prohibited from sharing their Authorized User Account or account passwords. Customer is responsible for all use, including unauthorized use, of the Services (including by Authorized Users) and for adherence to this Agreement by all Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as applicable. Customer agrees to promptly notify Qohash of any unauthorized access to or use of the Services of which Customer becomes aware.
- 5.4 **Prohibited Uses.** Customer will not, and will not permit others to, use the Services other than as expressly permitted under this Agreement. Without limiting the foregoing, Customer will not, and will not permit others to: (a) "frame", distribute, resell, sublicense, rent or otherwise permit access to the Services, or any content thereof, by any third party, other than as expressly permitted in this Agreement; (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) attempt to decompile, disassemble, reverse engineer, or gain unauthorized access to the Services, or discover the underlying source code or structure of, the Services; (e) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services; (f) access or use the Services in order to build, or in furtherance of building, a competitive product or service, or provide access to the Services to an individual associated with a Competitor of Qohash; (g) provide Qohash with any Customer Data or suggestions that is defamatory, harassing, discriminatory, infringing of third-party Intellectual Property Rights, or unlawful; (h) transfer to the Services or otherwise use on the Services any Customer Data 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 or damage or alter a computer system or data; (i) probe, scan, test the vulnerability of, or circumvent any security mechanisms used by the sites, servers or networks connected to the Services; (j) take any action that imposes an unreasonably or disproportionately large load on the sites, servers or networks connected to the Services or any action that significantly exceeds normal usage patterns that could impair the functionality or the operational

performance of the Services; (k) attempt to access or use any other customers' or their users' data through the Services; or (l) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services. Qohash reserves the right to suspend Customer's (and any Authorized User's) access to the Services if it suspects any breach of the requirements hereunder, in addition to such remedies as Qohash may have.

## 6. Confidentiality.

### 6.1 Confidentiality Covenants. Except as expressly permitted in this Agreement, the Receiving Party will not:

6.1.1 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, except: (a) if the Receiving Party is Customer, to its own employees, Authorized Users, or such other recipients as Qohash may approve in writing; or (b) if the Receiving Party is Qohash, to its and its affiliates' employees, contractors, subcontractors, advisors, consultants, officers, directors, partners, shareholders, agents and their respective successors or permitted assigns, or such other recipients as Customer may approve in writing, provided that any person described in clause (a) or (b) above, must: (i) have a "need to know" for the purposes of receiving or providing the Services or otherwise performing obligations or exercising rights under this Agreement; (ii) be informed of the confidential nature of the Confidential Information; and (iii) be directed to hold the Confidential Information in confidence and agree in writing, or otherwise be legally bound, to comply with confidentiality obligations in respect of such Confidential Information that are no less stringent than the provisions of this Agreement; or

6.1.2 use the Disclosing Party's Confidential Information except to exercise its rights or perform its obligations under this Agreement, such obligations including, in the case of Qohash, to provide the Services.

6.2 **Exceptions to Confidentiality.** Notwithstanding Section 6.1, the Receiving Party may disclose Confidential Information to the extent required by applicable 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).

6.3 **Return or Destruction of Confidential Information.** Upon termination or expiry of this Agreement, or at any time upon the Disclosing Party's written request, the Receiving Party will 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 Disclosing Party's Confidential Information, and the Receiving Party will confirm in writing such return or destruction. Nothing contained in this Agreement will be construed as granting or conferring any right or interest, by license or otherwise, to the Receiving Party in the Confidential Information, which will remain the exclusive property of the Disclosing Party. In addition to the foregoing, the Receiving Party will not reverse engineer or attempt any reverse engineering of any of the Confidential Information that is encrypted or otherwise provided in a non-human readable form.

7. **Subcontracting.** Subject to complying with its obligations under Schedule B "Data Processing Agreement", Qohash may engage third parties to provide the Services or to otherwise perform its obligations under this Agreement. The delegating or subcontracting of all or any part of Qohash's obligations under this Agreement to any subcontractor will not relieve Qohash from any obligation or liability to Customer under this Agreement.

## 8. Privacy and Security Practices.

8.1 **Data Processing Agreement.** The Parties will comply with their respective obligations under the Data Processing Agreement set out in Schedule B (the "DPA"), or if Schedule B is unavailable, as published at [qohash.com/terms](https://qohash.com/terms).

8.2 **Hosting.** Unless otherwise specifically provided in an Order Form, Customer Data, Derived Data and Personal Information will be hosted solely in Canada.

- 8.3 **Security of Customer Data and Derived 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 Derived Data, including the safeguards described in Schedule B “Data Processing Agreement” for Personal Information. Customer acknowledges that the Services do not replace the need for Customer to maintain regular data backups or redundant data archives. If Qohash discovers any unauthorized access, use, disclosure or destruction of Customer Data and/or Derived Data (hereinafter individually and collectively defined as a “**Confidentiality Incident**”), Qohash will diligently inform Customer by email of such Confidentiality Incident and the progress of efforts to mitigate or resolve the Confidentiality Incident as soon as possible. Qohash commits to cooperating with 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 Customer’s written consent, except to inform a complainant that the matter has been referred to Customer’s legal counsel. Notwithstanding any provision to the contrary in this Agreement, nothing in this Agreement prevents Qohash from informing a third party of such a Confidentiality Incident if required by applicable laws, or, to the extent such Confidentiality Incident involves a Confidentiality Claim as referred under Section 11.1.2, from informing and providing all requested information to its insurers, even if it has not obtained prior written consent from Customer. To the fullest extent technically possible, Qohash will immediately take all necessary steps to remedy any Confidentiality Incident and prevent any further Confidentiality Incident, in accordance with applicable laws, regulations and standards.
- 8.4 **Customer Data during Trial Access.** Notwithstanding anything to the contrary in this Agreement, 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 the Trial Access, unless Customer executes an Order Form requiring the payment of Fees for the same Services as those provided in the Trial Access.
9. **Intellectual Property Rights.**
- 9.1 **Ownership of Customer Data and Reports.** Subject to the remainder of this Section 9, Customer will retain all right, title and interest in and to: (a) all of Customer’s Confidential Information, including all Customer Data; and (b) all reports that are generated solely from Customer Data processed by the Services and are displayed or exported as a plain text file, including any and all Intellectual Property Rights in or to the foregoing, in each case, excluding Qohash Property.
- 9.2 **Use of Customer Data.**
- 9.2.1 Customer hereby grants Qohash a non-exclusive and limited right and license during the Term to scan, use, modify, delete or manage (“**Process**”) Customer Data to: (a) provide the Services to Customer or otherwise to perform its obligations under this Agreement; (b) to improve the Services or its other offerings for the benefit of Customer; and (c) produce or generate Derived Data, Usage Data and Anonymous Data.
- 9.2.2 Qohash may Process Anonymous Data and Usage Data for any purpose and without restriction or obligation to Customer of any kind. Anonymous Data and Usage Data are not Customer Data and are not Customer’s Confidential Information.
- 9.2.3 Customer understands and acknowledges that Customer Data will be processed in Customer’s systems and Derived Data will be transferred to Qohash’s systems and encrypted pursuant to the industry’s security best practices.
- 9.3 **Ownership of Qohash Property.** As between the Parties, Qohash exclusively owns all right, title and interest, including any Intellectual Property Rights in and to, the following (collectively “**Qohash Property**”): (a) the Services; (b) Anonymous Data; (c) Usage Data; (d) Qohash’s Confidential Information; (e) Feedback; (f) all hardware, software, systems, models, algorithms, documentation, content, trademarks or other information or intellectual property that is or has been procured, created, or developed by Qohash (whether such activities occurred prior to or after the Effective Date and whether related to this Agreement or otherwise) or created or developed for, or licensed to, Qohash by another Person, including any reports or deliverables generated from the Services; (g) Qohash’s manuals, instructions or other documents or materials listed in an Order Form that Qohash provides or makes available to Customer in any form or medium and which describe the functionality, components, features or

requirements of the Services (collectively, the “**Documentation**”); and (h) any modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations (collectively, “**Modifications**”) to the foregoing (a) through (g).

9.4 **Feedback.** To the extent that Customer or any Authorized User submits ideas, suggestions, documents, or proposals regarding the Services to Qohash (“**Feedback**”), Customer acknowledges and agrees that notwithstanding anything to the contrary set out in this Agreement: (a) the Feedback does not contain confidential or proprietary information and Qohash is not under any obligation of confidentiality with respect to the Feedback; and (b) Qohash will be entitled to use, commercialize or disclose (or to choose not to use, commercialize, or disclose) such Feedback for any purpose, in any way, in any manner, and to anyone worldwide without any compensation or reimbursement of any kind to Customer or any Authorized User for such use.

## 10. **Representations, Warranties and Disclaimers.**

10.1 **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) it has validly entered into this Agreement and has the legal power to do so; and (b) it is not under any restriction or obligation that could reasonably be expected to affect the performance of its obligation under this Agreement.

10.2 **Qohash Representations and Warranties.** Qohash represents and warrants to Customer that the Services, during the Term, when used as permitted under this Agreement and in accordance with the Documentation, will operate substantially as described in the Documentation and the applicable Order Form (the “**Service Standard**”). Upon receipt of written notice from Customer to Qohash that the Services do not operate substantially as described in the Documentation and the applicable Order Form, Qohash will take commercially reasonable steps to remediate such non-conformance as soon as commercially reasonable possible and such remediation will be Customer’s sole and exclusive remedy for such non-conformance.

10.3 **Customer Representations and Warranties.** Customer represents and warrants to Qohash that Customer Data will only contain information (including Personal Information) and data in respect of which Customer has provided all applicable notices, obtained all requisite consents, permissions and otherwise has all authority, in each case, as required by applicable laws, necessary to provide such information and data to Qohash and for Qohash to provide the Services and to perform its obligations and exercise its rights under this Agreement.

10.4 **Trial Access Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, INCLUDING THIS SECTION 10, SERVICES PROVIDED ON A TRIAL ACCESS BASIS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND QOHASH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT QOHASH DOES NOT WARRANT THAT THE SERVICES PROVIDED ON A TRIAL ACCESS BASIS 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 PROVIDED ON A TRIAL BASIS WILL CREATE ANY WARRANTY. THE PARTIES ADDITIONALLY AGREE THAT QOHASH WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR CUSTOMER’S VARIOUS COMPLIANCE PROGRAMS, AND THAT SERVICES PROVIDED ON A TRIAL ACCESS BASIS, TO THE EXTENT APPLICABLE, ARE ONLY TOOLS FOR ASSISTING CUSTOMER IN MEETING THE VARIOUS COMPLIANCE OBLIGATIONS FOR WHICH IT SOLELY IS RESPONSIBLE.

10.5 **General Disclaimer.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS OR SUPPORT SERVICES, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND QOHASH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS 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 WILL 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.

10.6 **Force Majeure.** A Party will not be liable for performance delays or for non-performance caused by any event or circumstances beyond that Party's reasonable control ("**Force Majeure 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, Customer may request a refund of amounts paid in advance by Customer for access and use of the Services not received due to such Force Majeure Event no later than ten (10) days after the fifteenth (15<sup>th</sup>) day following the applicable Force Majeure Event, and Qohash will provide such refund, within thirty (30) days of Customer's written request.

## 11. **Indemnification.**

### 11.1 **Indemnification by Qohash.**

11.1.1 Qohash will indemnify, defend and hold Customer and its officers, directors, employees and agents (each, a "**Customer Indemnitee**") harmless from and against any and all losses, damages, claims, judgments, settlements, interest, awards, penalties, fines, costs or expenses of any kind (including reasonable legal fees) (collectively, "**Losses**") incurred by a Customer Indemnitee arising out of or relating to any claim brought by a third party that arises from or relates to any allegation that the Services infringe any third-party Intellectual Property Rights (an "**IP Claim**"), 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 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 Services 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 applicable Services and refund, on a pro-rata basis, any Fees previously paid to Qohash for the corresponding unused portion of the Term for such Services. 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: (1) compliance with designs, data, instructions or specifications provided by Customer; (2) the use of any version of the Services other than the latest version made available to Customer by Qohash; (3) modification of the Services by anyone other than Qohash; or (4) the combination, operation or use of the Services 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.

11.1.2 Qohash will indemnify, defend and hold Customer Indemnitees harmless from and against any and all Losses incurred by a Customer Indemnitee arising out of or relating to any claim brought by a third party that arise from or relate to unauthorized disclosure of any Customer Data by Qohash resulting from a breach of Qohash's obligations under this Agreement (a "**Confidentiality Claim**"); provided: (a) Customer promptly notifies Qohash of the threat or notice of such Confidentiality Claim; (b) Qohash will have the sole and exclusive control and authority to select defense attorneys, and defend 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 (c) Customer fully cooperates in connection therewith.

- 11.2 **No Indemnification for Trial Access.** The obligations of Qohash set out in Section 11.1 will not apply to Services provided on a Trial Access basis.
- 11.3 **Indemnification by Customer.** Customer will indemnify, defend and hold Qohash and its officers, directors, employees and agents (each, a “**Qohash Indemnitee**”) harmless from and against any and all Losses incurred by a Qohash Indemnitee arising out of or relating to any claim brought by a third party that arise from or relate to: (a) Customer Data; (b) unauthorized use of the Services by Customer or any of its Authorized Users; or (c) use of the Services by Customer or any of its Authorized Users in combination with any unauthorized third-party software, application or service; 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 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.
12. **Limitation of Liability.**
- 12.1 Subject to Sections 12.3 and 12.4, in no event will the total aggregate liability of either Party in connection with this Agreement exceed the amount of Fees paid or payable to Qohash under this Agreement in the twelve (12) month period immediately preceding the event that caused the damages or that is the subject matter of the claim.
- 12.2 Subject to Section 12.4, in no event will a Party be liable in connection with this Agreement for indirect, consequential, exemplary, punitive or special damages, even if such Party has been advised of the possibility of such damages in advance.
- 12.3 Section 12.1 will not apply to limit: (a) Qohash’s liability for any breach of Section 8 (Privacy and Security Practices); (b) Qohash’s liability or obligations under Section 11.1.2 (Indemnification by Qohash); or (c) either Party’s liability for any breach of Section 6 (Confidentiality), either Party’s liability under this Section 12.3 will not exceed, in aggregate, five (5) times the amount of Fees paid or payable to Qohash under this Agreement in the twelve (12) month period immediately preceding the event that caused the damages or that is the subject matter of the claim.
- 12.4 Sections 12.1, 12.2 and 12.3 will not limit: (a) Customer’s liability for breach of Section 5.4 (Prohibited Uses); (b) Customer’s obligation to pay Qohash any amount properly owing to Qohash under this Agreement; (c) Qohash’s liability or obligations under Section 11.1.1 (Indemnification by Qohash); (d) Customer’s liability or obligations under Section 11.3 (Indemnification by Customer); or (e) either Party’s liability arising from its gross negligence or wilful misconduct.
- 12.5 Notwithstanding Sections 12.1, 12.2, 12.3 and 12.4, Qohash will have no liability to Customer where the Services are provided on a Trial Access basis and Sections 12.1, 12.2, 12.3 and 12.4 will not serve to limit Customer’s liability where the Services are provided on a Trial Access basis.
- 12.6 This Section 12 will apply irrespective of the nature of the cause of action, demand, or claim, including breach of contract (including fundamental breach), negligence, tort, or any other legal theory, and will survive a fundamental breach or breaches of this Agreement or of any remedy contained herein.
- 12.7 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability, which means that some of the above exclusions or 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.
13. **Miscellaneous.**
- 13.1 **Entire Agreement.** The applicable Order Form(s) and this MSA including Schedule A and Schedule B and Appendix that might be constitute the entire Agreement between the Parties and supersedes all prior agreements between Qohash and Customer regarding the subject matter hereof. Qohash represents and warrants to Customer that the performance and enforcement of this Agreement shall not, by the effect of the applicable Law or any mandatory provisions thereof, involve any obligations, liabilities or commitments on the part of the Customer other than those expressly set forth in this Agreement. Qohash further represents and warrants that no statutory,

regulatory or customary rules of the applicable Law shall be deemed to supplement, modify or impose additional obligations beyond those expressly agreed by the Parties.

- 13.2 **Assignment.** Customer may not assign its rights to the Services or any of its rights or obligations under this Agreement without Qohash's written consent; provided that consent is not needed for Customer to assign Agreement 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 Agreement without Customer's written consent.
- 13.3 **Severability.** Any part, provision, representation or warranty of this Agreement, which is prohibited, or which is held to be void or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, which shall remain in full force and effect. In such event, the Parties shall negotiate in good faith to replace the invalid, illegal or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties and preserves, to the greatest extent possible, the contractual and economic balance initially agreed between them.
- 13.4 **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 Agreement: (a) 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 (b) 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.
- 13.5 **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.
- 13.6 **Publicity and Marketing.** Qohash may use and include Customer's name and, if agreed to by Customer in writing, its logo and trademarks, in Qohash's customers lists, press releases, marketing materials and on its website, provided that Qohash complies with any branding guidelines provided to Qohash by Customer in writing. Customer may require Qohash to withdraw any use of 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.
- 13.7 **Notices.** All notices provided by either Party to the other Party under this Agreement may be delivered in writing by electronic mail to the electronic mail address provided for notices under this Agreement, provided that such electronic mail contains a reliable technical tool giving proof of receipt. All notices will be deemed to have been given immediately upon delivery by electronic mail.
- 13.8 **Governing Law, Jurisdiction and Venue.** This Agreement will be governed, construed and enforced in accordance with the laws of the province of Québec and applicable federal laws, without regard to their conflict of law rules. Any disputes under this Agreement will be resolved in a court of general jurisdiction in the district of Québec City, in the province of Québec, in Canada. 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 Agreement or access to or use of the Services by Customer, its agents or Authorized Users.
- 13.9 **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 5.4 or Section 6 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.
- 13.10 **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 Agreement. 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.

- 13.11 **Rules of Construction.** Interpretation of this Agreement will be governed by the following rules of construction: (a) words in the singular will be held to include the plural and vice versa, and words of one gender will be held to include the other gender as the context requires; (b) the word “including” and words of similar import will mean “including without limitation”, unless otherwise specified; (c) the word “or” will not be exclusive; and (d) the headings and titles contained in this Agreement are for reference purposes only and will not affect in any way its meaning or interpretation.
- 13.12 **Language.** The Parties have expressly required and mutually agree that this Agreement and all related documents, including notices and other communications, be written exclusively in English. *Les Parties ont expressément exigé et conviennent mutuellement que la présente convention ainsi que tous les documents qui s’y rattachent, incluant les avis et autres communications, soient rédigés exclusivement en anglais.*
- 13.13 **Amendments.** Any amendment to this Agreement must be in writing and signed by Qohash and Customer. Qohash’s failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.