

QVERA SOFTWARE LICENSE AGREEMENT

IMPORTANT: READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE ACCEPTING IT. BY CLICKING “I AGREE” OR USING A SIMILAR ACCEPTANCE PROCESS PROVIDED THROUGH AMAZON WEB SERVICES (“AWS”) OR BY USING THE QVERA SOFTWARE OFFERED WITH THIS AGREEMENT, YOU INDICATE YOUR ACCEPTANCE OF THIS ENTIRE AGREEMENT. IF YOU DO NOT ACCEPT ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK AND ACCEPT IT.

This Qvera Software License Agreement (the “Agreement”) is a legal agreement between the individual or entity accepting this Agreement (“Customer”) and Qvera LLC, a Utah limited liability company located at 265 N Main, Suite D140, Kaysville, Utah 84037 (“Qvera”).

In consideration of Qvera’s provision of its Software to Customer, the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer agrees with Qvera as follows:

1. Products and Services

This Agreement applies to the Qvera Interface Engine (QIE) software and any other Qvera software provided to Customer by Qvera in connection with this Agreement (the “Software”), the electronic or written user documentation for the Software (“Documentation”), and any services provided by Qvera, as well as any enhancements, upgrades, additions, modifications and derivative works provided by Qvera to Customer under the Qvera Support and Maintenance Services Terms attached as Exhibit A (the “Support Terms”).

2. License and Right to Use

2.1 License Grant. For the term of this Agreement, and subject to payment of all applicable fees, Qvera hereby grants to Customer a nonexclusive right to use the Software, in machine-readable form only, for the authorized number of Software channels and configuration choices specified by Customer. Customer may adjust its number of channels and configuration choices at any time through the Software’s user interface. The QIE Software is provide as AMI Software, meaning that the Software is delivered in a machine image using the Amazon Machine Image functionality of AWS cloud computing services. Customer deploys and runs the AMI machine image containing the AMI Software under Buyer’s own AWS services account on AWS services infrastructure.

2.2 Restrictions. The right to use the Software, as granted under this Agreement, is personal to Customer and is nontransferable, except as provided herein. Customer shall comply with the following restrictions, and is responsible for ensuring that its users also comply, with the following restrictions:

- (a) Customer shall use the Software for Customer’s own internal business purposes only.
- (b) Customer may not modify, adapt, translate, reverse engineer, decompile, disassemble or create a derivative work based upon the Software.
- (c) Customer may not duplicate the Software except in order to make a single backup or archive copy or as necessary to use the Software as permitted under this Agreement. However, Customer may make copies of the Documentation in order to support its authorized users. All copies shall include Qvera’s copyright and other proprietary rights notices.
- (d) Customer shall not permit the Software to be accessed through a public computer bulletin board or “shareware” distribution process.
- (e) Customer shall not assign, timeshare, rent, or otherwise transfer the right to use the Software to a third party, except with Qvera’s prior written consent.
- (f) Customer shall maintain in all copies of the Software, and shall not delete or obscure, all copyright and other notices and legends included in the Software as received from Qvera.

(g) Customer shall not delete or compromise protection methods for preventing unauthorized use of the Software for any purpose whatsoever.

(h) Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If Customer discovers any such problems, it will promptly notify Qvera and take commercially reasonable actions to resolve the problem as soon as reasonably possible, including such actions as Qvera may reasonably require.

Qvera shall have the right to audit Customer's systems and use of the Software, upon five (5) days' prior written notice, to confirm that Customer's use of the Software does not exceed its authorized usage and that such use is in compliance with the terms of this Agreement.

2.3 Third Party Software. "Third-Party Software" means any third-party applications and software provided by Qvera for use in connection with the Software, whether open source or proprietary. Any open source components of the Software are subject to the applicable third-party license terms; Qvera will use reasonable efforts to make such terms available upon request. Other Third-Party Software that is embedded in the Software is sublicensed by Qvera to Customer pursuant to the applicable terms of this Agreement, unless a separate third-party license(s) for such Third-Party Software is provided to Customer. Third-Party Software is licensed only for use in connection with the Software, unless otherwise permitted under an open source license.

2.4 Ownership. All right, title and interest in and to the Software shall remain in Qvera and its licensors, including all copyrights, patents, trademarks, trade secrets and other intellectual property rights, subject to the licenses granted to Customer herein. Qvera shall be the sole owner of any changes, additions, and enhancements to the Software, as may be provided by Qvera under this Agreement, including any based upon suggestions, requests or other feedback provided by Customer or its users. All such changes, additions, and enhancements shall be subject to the same protections and restrictions applicable to the Software under the terms of this Agreement. Qvera reserves all rights not specifically granted in this Agreement. As between the parties, Customer owns all right to its data.

2.5 Compliance with Laws. Customer shall comply fully with all applicable laws and regulations of the country where Customer is located or resides, and any other country where Customer intends to use the Software, including export laws and regulations, to ensure that it does not export, directly or indirectly, any of the Software, or any direct product thereof, in violation of applicable national or local laws, or otherwise violate any applicable laws or regulations in connection with Customer's use of the Software. Qvera's written consent is required prior to exporting and/or using the Software in any country other than the U.S. and the country where Customer's primary place of business is located.

3. Subscription Fees and Payment

3.1 Subscription Fees. During the term of this Agreement, Customer will pay to AWS, as the reseller, the applicable subscription fees for the license of the Software, including AWS's hourly fees, Qvera's daily fees for Customer's then-current number of Software channels, and any additional applicable fees or costs. AWS will charge Customer on a monthly basis for such fees. Fees will be charged beginning upon Customer's initial downloading of the Software. Not more than once per year, Qvera shall have the right to increase its subscription fees and other fees by giving Customer no less than sixty (60) days' written notice.

3.2 Payment Terms. AWS's payment terms and conditions will govern as between AWS and Customer, including with respect to any late fees, taxes and duties, etc. All payments made to Qvera through AWS are non-refundable, except as expressly set forth in this Agreement. Qvera or AWS may charge, and Customer will pay where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes.

4. Confidentiality

4.1 Definition. “Confidential Information” means Qvera’s pricing, Customer’s data, either party’s non-public business and technology information, the Software, trade secrets, Third-Party Software and other third-party confidential information that is disclosed by one party to the other, any written materials marked as confidential, and any other information which reasonably should be understood to be confidential. Confidential Information excludes information that the receiving party can document: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party’s possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it.

4.2 Confidentiality Obligations. The receiving party (i) shall not disclose Confidential Information or any information derived therefrom to any person, other than its employees, advisors and independent contractors with a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection.

4.3 Confidentiality of Software. Customer acknowledges that the Software contains trade secrets and confidential information of Qvera and its licensors. Customer shall use the Software internally only, and shall not make the Software available to any person other than Customer's employees and its contractors who are using the Software solely for the benefit of Customer and who are bound to comply with the restrictions of this Agreement.

4.4 Confidentiality of Agreement Terms and Benchmarking. Customer shall not disclose the terms and conditions of this Agreement to any third party, other than its financial and legal advisors, without obtaining prior written permission from Qvera. Customer shall not publish or disclose any results of benchmark tests relating to the Software without Qvera's prior written consent.

4.5 Required Disclosures. The receiving party may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with open records acts or other freedom of information laws or regulations; provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.

4.6 Personal Data and PHI. To the extent Customer discloses any personal data of individuals to Qvera, including any protected health information (“PHI”), both parties will comply with applicable laws and regulations governing the privacy, controlling, processing, use and security of such personal data (“Applicable Laws”). If required by Applicable Laws, Customer and Qvera will execute an addendum or supplemental agreement with respect to any personal data, including PHI, that Customer may disclose to Qvera, as more fully set forth in Section 2.1 of the Support Terms. Personal Data that is part of the Data input into the Software by Customer, and shared with Qvera for support purposes, will be governed by the terms of Section 2 of the attached Support Terms. Any Personal Data of Customer’s employees or representatives that is provided to Qvera will be used for purposes of transacting business and other purposes permitted under Qvera’s Privacy Policy and Applicable Law, and will be retained in Qvera’s files until such files are destroyed in the ordinary course of business, unless Qvera is requested by Customer or the applicable individual to delete such Personal Data.

5. Limited Warranties

5.1 Software Warranty. Qvera warrants, for a period of one year following the date of initial delivery of the Software to Customer (the “Warranty Period”), that the Software, when properly implemented and used, will perform in all material respects in accordance with the corresponding Documentation for that released version of the Software. This warranty applies to all Software enhancements and upgrades delivered within the Warranty Period pursuant to the Support Terms, but such deliveries will not extend the original one year Warranty Period. Customer

must notify Qvera in writing of any warranty breach as soon as Customer becomes aware of the problem, but in any case before the end of the Warranty Period. Qvera's entire liability and Customer's exclusive remedy for breach of the foregoing warranty shall be, at Qvera's option, either (a) return of the Software and refund of any prepaid but unused subscription fees; or (b) repair or replacement of the Software. This limited warranty is void if failure of the Software has resulted from abuse or misapplication.

5.2 Exclusions. The warranty set forth in Section 5.1 excludes non-performance issues that result from third-party hardware malfunction or defect; non-compliance with any hardware or system configurations or specifications recommended by Qvera; any software not provided by Qvera; modification of the Software by any person other than Qvera, or defects or problems that are outside the reasonable control of Qvera. Customer will reimburse Qvera for its reasonable time and expenses for any services provided at Customer's request to remedy excluded non-performance issues.

5.3 Malware. Qvera warrants that to its best knowledge the Software will be free of any known virus or other malware. Qvera's exclusive liability shall be to use its best efforts to repair or replace the Software with a version that is free of malware.

5.4 Disclaimers. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. QVERA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Infringement Indemnity

6.1 Infringement Indemnification. Qvera shall defend or settle at its option and expense any third-party lawsuit, legal action or claim ("Claim") brought against Customer alleging that the Software infringes a United States patent, copyright, or trademark or misappropriates any trade secret. Qvera will pay any costs or damages finally awarded against Customer that are attributable to such a Claim, provided that Customer (a) promptly notifies Qvera in writing of the claim; (b) provides Qvera all reasonable information and assistance to settle or defend the Claim; and (c) grants Qvera sole authority and control of the defense or settlement of the Claim. Customer may, at its option and expense, be represented by separate counsel in connection with such Claim.

6.2 Resolution. If an infringement Claim is asserted against Customer's use of any Software, or if Qvera believes such a Claim is likely to be asserted, Qvera may at its option and expense: (a) replace or modify the Software or its configuration so that it becomes noninfringing; or (b) procure for Customer the right to continue using the Software. If neither of the foregoing alternatives is reasonably available, Qvera may terminate this Agreement and Customer shall promptly return the Software. Upon return of the Software, Qvera shall refund to Customer any prepaid but unused subscription fees.

6.3 Exclusions. Qvera shall have no liability or obligation to indemnify if the alleged or actual infringement is based upon (a) combination of the Software with any product not furnished by Qvera to Customer; (b) modification of the Software other than by Qvera; (c) use of the Software in any manner not authorized by this Agreement; (d) Third-Party Software; or (e) use of other than a current, unaltered release of the Software.

6.4 Exclusive Remedy. THIS SECTION 6 STATES QVERA'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

7. Limitation of Liability

THE LIABILITY OF QVERA AND ITS LICENSORS FOR DEFECTIVE SOFTWARE AND DATABASES IS LIMITED TO QVERA'S OBLIGATIONS UNDER THE LIMITED WARRANTIES SET FORTH IN SECTION 6 ABOVE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF QVERA AND ITS LICENSORS

EXCEED THE ACTUAL SUBSCRIPTION FEES PAID BY CUSTOMER FOR USE OF THE SOFTWARE TO WHICH THE CLAIM RELATES DURING THE TWELVE MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE; PROVIDED THAT (i) WITH RESPECT TO CLAIMS RELATING TO SUPPORT AND MAINTENANCE SERVICES, THE LIMITATIONS SET FORTH IN SECTION 9 OF EXHIBIT A WILL APPLY, AND (ii) WITH RESPECT TO ANY CLAIM ARISING OUT OF QVERA'S PROFESSIONAL SERVICES FOR WHICH A SEPARATE FEE IS CHARGED, QVERA'S LIABILITY SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO QVERA FOR SUCH SERVICES IN THE PRIOR TWELVE (12) MONTHS. IN NO EVENT SHALL QVERA OR ITS LICENSORS BE LIABLE FOR ANY CLAIM THAT AROSE MORE THAN ONE YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON, OR FOR ANY LOSS OF DATA, LOSS OF USE, SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER OR NOT QVERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO QVERA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 ABOVE.

8. Term and Termination

8.1 Term and Termination of Agreement. This Agreement shall commence when it is accepted by Customer or Customer begins using the Software, and will continue until terminated by either Customer or Qvera. Customer may terminate this Agreement and its license to the Software immediately at any time, with or without cause, by using the termination or cancellation functionality available through the AWS service.. Qvera may terminate this Agreement upon written or email notice to Customer (i) if Customer materially breaches any term in this Agreement, unless Customer cures such breach within thirty (30) days following receipt of written notice specifying the breach, (ii) if Customer's use of the Software violates any laws, or (iii) as permitted under Section 6.2.

8.2 Effect of Termination. Upon termination of this Agreement, Customer's right to use the Software will terminate and its access to the Software and Qvera's services provided under this Agreement may be disabled and discontinued. Customer shall discontinue use of the Software and return to Qvera and/or destroy all copies of the Software in its system and under its control. Each party will promptly return or destroy all copies of the other party's Confidential Information. Sections 2.2, 2.4, 4, 5.3, 6, 7, 8.2, 9 and 10 shall survive any termination of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such termination.

9. Force Majeure

Except for payment obligations set forth in Section 3, neither party shall be subject to liability for failure to perform any of its obligations, under this Agreement if such failure is due to causes which are beyond its reasonable control, including, but not limited to fire, storms, floods, riots, strikes, lockouts and other labor difficulties, freight embargoes, delays of carriers or suppliers, inability to secure fuel or power, acts of God, acts of war or hostilities of any nature, failure of telecommunication lines or Internet access, sabotage or government action (a "Force Majeure Event"); provided that the delayed party (a) gives the other party prompt written notice of such Force Majeure Event, and (b) uses reasonable efforts to correct or mitigate the effect of such event. The obligations of the party giving such notice shall be suspended, insofar as such party is affected by such Force Majeure Event, but only for so long as the Force Majeure Event and the party's inability to fulfill its obligations shall continue.

10. General

10.1 Entire Agreement; Amendment. This Agreement, including Exhibit A, which is incorporated herein by reference, contains the entire agreement between the parties. It supersedes all prior or contemporaneous agreements, understandings, or representations with respect to the subject matter hereof. Unless otherwise provided in this Agreement, no modification or amendment of any of the provisions of this Agreement, or any future

representation, promise, or addition relating to the Software or this Agreement, shall be binding unless made in writing and signed by both parties.

10.2 Choice of Law: Arbitration. Any dispute, controversy, or claim arising out of, relating to, or in connection with this contract, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, shall be resolved by arbitration. The arbitration shall be conducted by three arbitrators, in accordance with the Rules of Arbitration of the International Chamber of Commerce in effect at the time of the arbitration. The arbitrators shall be appointed as provided for in said Rules. The seat of the arbitration shall be Davis County, U.S.A., and it shall be conducted in the English language. The arbitrators will have no authority to award punitive damages. The arbitrators may award the prevailing party its reasonable costs and attorneys' fees. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to the choice of law provisions thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

10.3 Waiver. Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

10.4 Severability. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10.5 Notices. To be effective, notice under this Agreement must be given in writing. Each party consents to receiving electronic communications and notifications from the other party in connection with this Agreement. Each party agrees that it may receive notices from the other party regarding this Agreement: (a) by email to the email address designated by such party as a notice address; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon verification of receipt.

10.6 No Assignment. Neither this Agreement, nor any licenses granted hereunder, may be assigned or transferred, in whole or in part, by Customer, whether by operation of law or otherwise, without the prior written consent of Qvera.

10.7 Publicity. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Qvera is permitted to include Customer's name and logo on customer lists that may be posted on Qvera's website or provided to potential customers and other third parties.

10.8 Injunctive Relief. If Customer violates or attempts to violate any of the restrictions or the scope of the license granted by Qvera in this Agreement, or to breach its confidentiality obligations relating to the Software or Qvera's other intellectual property, or to take any other actions in derogation of Qvera's rights in the Software, Customer acknowledges that Qvera will be irreparably harmed, the extent of which damage would be difficult to ascertain and, therefore, that Qvera will have the right to injunctive relief enjoining such action, without the necessity of posting bond or other security to the extent permitted by law, in addition to any other remedies available to Qvera.

10.9 Independent Contractors. The parties are independent contractors, and this Agreement will not be construed to create any agency or partnership between them. Customer shall have no authority to bind or enter into any contract on behalf of Qvera.

By their respective signatures below, Qvera and Customer agree to the terms and conditions set forth in this Agreement. The terms and conditions set forth in this Agreement supersede and replace any conflicting or inconsistent terms and conditions appearing on any purchase order or other such document submitted by Customer. Customer acknowledges that any such conflicting terms or conditions are expressly rejected by Qvera.

EXHIBIT A: QVERA SUPPORT AND MAINTENANCE SERVICES TERMS

These Support and Maintenance Services Terms (the “Support Terms”) set forth the terms and conditions under which Qvera will provide maintenance and technical support services related to the Software, provided that Customer is current on its subscription fees for the Software. These Support Terms are subject to the terms of the Agreement and will remain in force for the full term of the Agreement.

1. Services

1.1 During the term of the Agreement, Qvera shall use commercially reasonable efforts to correct any programming error in the Software, attributable to Qvera, that materially impairs use of the Software, at its option, by either: (a) providing a fix or workaround for the error; or (b) replacing the Software containing the error. Such correction or replacement shall be contingent on Customer first identifying and notifying Qvera of the error in accordance with Qvera’s then current reporting procedures. Any replacement software shall contain substantially the same functionality as the Software that it replaces.

1.2 Customer will be entitled to receive new releases, updates and new versions of the Software at no additional charge, provided that all Customer accounts are current. The terms of the Agreement and these Support Terms shall apply to any new releases and new versions of the Software.

1.3 Customer support services will consist of technical assistance provided by Qvera support engineers to Customer’s designated support personnel via telephone, e-mail, and fax. Customer support services are provided during Qvera’s standard hours of support (6:00 AM to 5:00 PM U.S. Mountain Time), Monday through Friday, excluding Qvera holidays.

2. Protected Health Information and Personal Data

2.1 Customer shall provide Qvera with copies of such programs, reports and data files (“Data”) as may be reasonably requested by Qvera, and with sufficient support and test time on Customer's computer system, to enable Qvera to duplicate any failure of the Software, which causes the Software not to function in accordance with the corresponding Documentation for that release of the Software, to confirm the non-compliance with the product specification, and to correct the problem. Because the Data that may be provided to Qvera contains personal data, including health information (“Personal Data”), of individuals (“Data Subjects”), including “protected health information” as defined by HIPAA (“PHI”), Qvera and Customer will reasonably negotiate and execute a business associate agreement (“BAA”) or another agreement as may be required by Applicable Laws, in a form mutually agreed by Qvera and Customer, prior to Qvera receiving any Personal Data from Customer.

2.2 The Personal Data that Qvera obtains, through use of Qvera’s Software, services, website or otherwise, is governed by the Qvera privacy policy, which is incorporated into the terms and conditions of this Agreement. You may access the Qvera privacy policy at <https://www.qvera.com/privacy-policy/>.

2.3 Qvera shall, in relation to Personal Data provided by Customer, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk. Measures have been implemented to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed by Qvera. Customer authorizes Qvera to transfer Personal Data provided

by Customer to the United States of America to facilitate the requested services. The parties shall ensure adequate protections are in place as required under Applicable Laws for such transfer.

2.4 Qvera does not process Personal Data of minors. Customer agrees that it will not include Personal Data of minors in Software data files that are provided or disclosed to Qvera, or otherwise provide the Personal Data of any minor to Qvera, unless Customer has obtained the consent or authorization by the holder of parental responsibility over the minor.

2.5 Qvera agrees to assist Customer meet its obligations under Applicable Laws for responding to an individual's exercise of their rights relating to their PHI and other Personal Data. In accordance with Applicable Law, Qvera shall promptly notify Customer if it receives a request from an individual for whom Customer provided Personal Data to Qvera, to exercise such individual's rights relating to their Personal Data. Qvera shall not respond to such requests except on Customer's documented instructions, or as required by law, in which case Qvera shall to the extent permitted by law inform Customer of that legal requirement before responding to the request.

2.6 In the event of any Personal Data breach or compromise of the security, confidentiality or integrity of Personal Data, Qvera will inform Customer of the breach as required under Applicable Law, typically through contacting Customer via email. In addition, Qvera will make available to Customer all information necessary to demonstrate or maintain Customer's compliance with data protection requirements, as required under Applicable Law.

2.7 Personal Data that is part of the Data input into the Software by Customer, and is shared with Qvera for support purposes, is not retained by Qvera in the ordinary course of business. Upon request of Customer to process Personal Data on its behalf in connection with Qvera's provision of support services, the Personal Data shall be retained by Qvera for a reasonable time in connection with such services. After completion of the support services that require Qvera's access to or processing of the Personal Data, Qvera shall delete Personal Data provided by Customer.

3. Customer Responsibilities

3.1 If Customer requests Qvera's assistance in solving a problem that is not Qvera's responsibility under these Support Terms, Qvera will consider providing technical support, but shall not be obligated to do so. If Qvera agrees to provide such support, Customer shall be billed for services performed at Qvera's then-current professional services rate, plus all associated travel expenses.

3.2 Customer shall take reasonable steps to protect its Data from system failure, including regular creation of backup copies of Data and creation of processes to insure continued business operation in case of system failure. In addition, Customer is responsible for system administration: monitoring, preventative maintenance, upgrading of equipment and other items necessary to ensure system stability.

3.3 Customer is solely responsible for (a) installation, maintenance, support, and use of hardware, (b) configuration of networks, and (c) any software, services or equipment not furnished by Qvera.

4. Limitations

4.1 Qvera shall have no responsibility under these Support Terms for: (a) services connected with the setup, implementation, configuration, relocation, or reconfiguration of the Software if the work is performed by anyone other than Qvera employees or third parties certified or recommended by Qvera; (b) supplies, accessories, or media; (c) support of operating system or network software; (d) errors or defects caused by neglect, misuse, or accidental damage to the Software (other than damage caused by Qvera or its personnel); (e) modifications, corrections, or workarounds performed by a person not authorized by Qvera; (f) use of the Software with computer hardware, networks, or printers not in accordance with Qvera's recommended configurations and minimum specifications; (g) hardware malfunctions or defects; (h) integration or support of software or products developed by

Customer or obtained from third parties; or (i) any other problems or defects that are outside the reasonable control of Qvera.

4.2 In the event excluded services under Section 4.1, or any custom work, setup, implementation, configuration, relocation, or reconfiguration, is performed by Qvera for Customer at Customer's request, terms and fees will be agreed in writing. A separate Statement of Work will outline the details of the work and fees for such work and the support thereafter.

4.3 Each Software release will be supported by Qvera for a minimum period of one year from its release date. Qvera shall only be obligated to maintain or support the current and immediate prior release of any Software product. If Qvera discontinues a Software product entirely, Qvera shall provide maintenance and support through the end of the then-current annual term of the Agreement.

5. Term of Support

These Support Terms shall commence immediately after implementation of the Software and will continue for the term of the Agreement, provided that Qvera may terminate these Support Terms upon ninety (90) days prior written notice if it is discontinuing Software support and maintenance services for customers generally. These Support Terms will automatically terminate upon termination of the Agreement.

6. Services Warranty

QVERA WARRANTS THAT THE SUPPORT AND MAINTENANCE SERVICES PROVIDED UNDER THESE SUPPORT TERMS WILL BE OF PROFESSIONAL QUALITY. CUSTOMER'S SOLE REMEDY AND QVERA'S SOLE LIABILITY FOR BREACH OF THIS WARRANTY BY QVERA WILL BE FOR QVERA TO REPERFORM THE SUBSTANDARD SERVICES OR, IF RE-PERFORMANCE WILL NOT CURE THE BREACH, QVERA WILL REFUND THE SUBSCRIPTION FEES PAID BY CUSTOMER DURING THE ONE (1) MONTH PERIOD PRECEDING THE BREACH.

9. Limitation of Liability

IN NO EVENT SHALL QVERA BE LIABLE FOR ANY CLAIM ARISING OUT OF THESE SUPPORT TERMS THAT AROSE MORE THAN ONE YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON OR FOR ANY LOSS OF DATA, LOSS OF USE, SUBSTITUTE GOODS, LOSS OF PROFIT, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER OR NOT QVERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL QVERA'S CUMULATIVE LIABILITY UNDER THESE SUPPORT TERMS EXCEED THE AMOUNT OF THE SUBSCRIPTION FEES PAID BY CUSTOMER FOR THE ONE MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

10. General

These Support Terms are subject to the terms of the Agreement. If there is any conflict between the terms of these Support Terms and the terms of the Agreement, the terms of these Support Terms shall have priority with respect to a claim arising out of or relating to Qvera's support or maintenance services; otherwise the terms of the Agreement shall have priority.