



Quantum Whisper SaaS Subscription Agreement

Quantum Whisper ("QW") provides access to its software connector for the integration of two disparate systems ("QW Service"). The company identified on the Quote/Invoice (as defined below) or during online registration ("Customer") desires to subscribe to the QW Service either (a) on a free trial basis for thirty (30) days (as extended in QW's sole discretion, the "Trial Period") or (b) for a paid subscription period indicated on an accepted Quote/Invoice for the period set forth in Section 1.1(b) below ("Subscription Term" and collectively with the Trial Period, the "Term").

QW desires to provide the QW Service to Customer on the terms and conditions set forth in this Subscription Agreement ("Agreement") by permitting Customer to access to the proprietary QW technology (including hardware and software) used by QW to deliver the QW Service ("QW System"), provided that Customer accepts all the terms in this Agreement.

BY ACCEPTING A QUOTE/INVOICE OR BY CLICKING "I AGREE" AND PURCHASING THE QW SERVICE ONLINE OR BY TAKING ANY STEP TO ACCESS OR USE THE QW SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ALSO HEREBY AGREE THAT YOU ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. QW SERVICE

1.1 Right to Access the QW Service. Subject to the terms of this Agreement, QW hereby grants to Customer a non-sublicensable, non-transferable, non-exclusive right to access and use the QW Service during the Trial Period or if Customer is purchasing a paid subscription, during the Subscription Term. Customer may use the QW Service solely for Customer's internal business purposes and only in accordance with the designated final user manuals, handbooks, online materials, specifications or forms furnished by QW that describe the features, functionality or operation of the QW System ("Documentation"). Customer is solely responsible for providing, at its own expense, all network access to the QW System, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the QW Service.



(a) Quote/Invoice. In addition to these terms and conditions, each paid subscription is provided in accordance with the contract and order documents accepted by the parties representing the initial subscription to the QW Service (and any subsequent modifications to the subscription agreed to between the parties in writing) that are made a part of this Agreement. The Quote/Invoice specifies certain terms related to Customer's access to the QW Service, including the amount of fees to be paid by Customer ("Fees") and the Subscription Term.

(b) Paid Plans. Notwithstanding Section 1.1(a) above, as an alternative to accepting a Quote/Invoice, Customer may purchase a paid subscription of the QW Service by completing the online registration and providing QW with payment. The initial Subscription Term will commence on the date Customer completes its online registration and makes payment and will continue as set forth in Section 6.1 below.

1.2 Users. Customer's use of the QW Service is limited to employees, representatives, consultants, contractors and agents of Customer who are authorized to use the QW Service on behalf of Customer ("Users").

1.3 Service Levels. Subject to the terms of this Agreement, QW shall use commercially reasonable efforts to (a) maintain the security of the QW Service; (b) provide the support services ; (c) perform regular (once daily) backups for the data and information contained in any database, template or other similar document submitted by Customer through the QW Service or provided by Customer to QW as part of the QW Service ("Customer Data") and (d) make the QW Service generally available 24 hours a day, 7 days a week, except during planned downtime, which shall be any period outside of the hours of 6:00 a.m. to 9:00 p.m. (Eastern Standard Time) Monday through Friday and 8:00 a.m. to 5:00 p.m. (Eastern Standard time) Saturday, Sunday, and holidays for which QW gives eight (8) hours or more notice that the QW Service will be unavailable.

2. CUSTOMER'S USE OF THE QW SERVICE.

2.1 Access and Security Guidelines. QW will provide Customer's System Administrator a unique identification assigned the Customer account (each, a "User ID") to enable access and use of the QW Service. Customer shall be responsible for ensuring the security and confidentiality of the unique customer ID provided to it. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the QW Service, and will notify QW promptly of any such unauthorized use of which Customer becomes aware. Customer will not use its access to the QW Service to: (a) harvest, collect, gather or assemble information or data regarding other users without their consent; (b) access or copy



any data or information of other QW customers without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the QW Service, the QW System or the data contained therein; or (d) harass or interfere with another QW customer's use and enjoyment of the QW Service. Customer will, at all times, comply with all applicable local, state, federal, and foreign laws in using the QW Service.

2.2 Customer Data. Customer is solely responsible for the Customer Data and will not provide, post or transmit any Customer Data or any other information, data or material that: (a) infringes or violates any intellectual property rights, publicity or privacy rights, law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information. QW may take remedial action if Customer Data violates this Section 2.2, however, QW is under no obligation to review Customer Data for accuracy or potential liability.

2.3 Use Restrictions. Customer is responsible for all activities that occur under Customer's account. Customer will not, and will not attempt to: (a) reverse engineer, disassemble or decompile any component of the QW System; (b) interfere in any manner with the operation of the QW Service or the QW System; (c) allow a third party to access the QW Service or sublicense or transfer to a third party any of Customer's rights under this Agreement, except as otherwise provided in this Agreement, or otherwise use the QW Service for the benefit of a third party or to operate a service bureau; (d) copy, modify or make derivative works based on any part of the QW System; or (e) otherwise use the QW Service in any manner that exceeds the scope of use permitted under Section 1.1 and Section 1.2 above.

3. FEES, PAYMENT AND SUSPENSION OF SERVICES.

3.1 Payment Terms. Customer will pay QW the Fees for the QW Service ordered by Customer; provided, however, that there is no charge for use of the QW Service during the Trial Period.

(a) Quote/Invoice. For all purchases subject to a Quote/Invoice, Customer will pay QW the Fees as set forth in and in accordance with the Quote Invoice. All Fees will be billed in advance on an annual basis and are due within thirty (30) days after receipt of invoice, unless otherwise indicated on the Quote/Invoice. If Customer continues to use the QW Service after expiration of the Trial Period, Customer will be deemed to have (a) agreed to obtain the QW Services for an the Subscription Term set forth in Section 6.1; (b) reaffirmed its agreement to this Agreement as it relates to a Subscription Term



and (c) will pay QW the then-current Fees for the QW Services as invoiced by QW for such Subscription Term.

(b) Online Orders. If Customer orders the QW Service online, Customer shall pay the annual Fee for the initial Subscription Term by credit card concurrently with this initial order. Unless Customer opts out of the auto renew option, upon renewal of Customer's subscription to the QW Service, Customer authorizes QW to charge the annual Fee for each renewal term to that credit card previously provided by Customer.

3.2 Taxes. All Fees owed by Customer in connection with this Agreement are exclusive of, and Customer shall pay, all sales, use, excise and other taxes that may be levied upon Customer in connection with this Agreement, or other transactions contemplated under this Agreement, except for employment taxes and taxes based on QW's net income.

3.3 Overdue Fees. Overdue amounts shall accrue interest at the lesser of 1½% per month, or at the highest legal interest rate from the date due until paid. Customer shall reimburse QW for all expenses (including reasonable attorneys' fees) incurred by QW to collect any amount that is not paid when due. If any Fees are more than thirty (30) days overdue or if QW is not able to charge Customer's credit card in full when payment is due, QW may (in addition to any other rights or remedies QW may have) discontinue the QW Service and suspend all User ID's and Customer's access to the QW Service until such amounts are paid in full. Customer shall maintain complete, accurate and up-to-date Customer billing and contact information at all times.

4. CONFIDENTIALITY.

4.1 Definition. "Confidential Information" means all information regarding a party's business disclosed under this Agreement, including, without limitation, technical, marketing, financial, employee, planning that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. Confidential Information of Customer includes the Customer Data Confidential Information of QW includes information derived from or concerning the QW Service, the QW System or the Documentation and the terms of this Agreement.



4.2 Obligation. Each party agrees (a) to hold the other party's Confidential Information in strict confidence, (b) to limit access to the other party's Confidential Information to those of its employees or agents having a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein, and (c) not to use such Confidential Information for any purpose except as expressly permitted hereunder. Notwithstanding the foregoing, the receiving party will not be in violation of this Section 4.2 with regard to a disclosure that was in response to a valid order or requirement by a court or other governmental body, provided that the receiving party gives the other party with prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information.

4.3 Exceptions. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information, or portion thereof, which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, (c) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as shown by the receiving party's competent written records, or (d) is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

5. OWNERSHIP.

5.1 QW System and Technology. Customer acknowledges that QW retains all right, title and interest in and to the QW System and all software, materials, formats, interfaces, information, data, content and QW proprietary information and technology used by QW or provided to Customer in connection with the QW Service (the "QW Technology"), and that the QW Technology is protected by intellectual property rights owned by or licensed to QW. Other than as expressly set forth in this Agreement, no license or other rights in the QW Technology are granted to the Customer, and all such rights are hereby expressly reserved by QW. QW shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the QW Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the QW Service.

5.2 Customer Data. Customer retains all right, title and interest in and to the Customer Data. QW will only use Customer Data to provide the QW Service for Customer under this Agreement. Customer will be solely responsible for providing all Customer Data required for the proper operation of the QW Service. Customer grants to QW all necessary licenses in and to such Customer Data solely as necessary



for QW to provide the QW Service to Customer. QW will not knowingly use or access any Customer Data unless authorized to do so by Customer and, in such circumstances, QW will access and use such Customer Data only as required to perform requested services on behalf of Customer.

6. TERM AND TERMINATION

6.1 Term. The Trial Period will commence when this Agreement is agreed to by Customer and expire thirty (30) days thereafter unless extended by QW in its sole discretion. For purchases made by Quote/Invoice, the initial Subscription Term will commence upon the start date listed on the Quote/Invoice and continue for one (1) year, unless otherwise agreed to in the Quote/Invoice. For online purchases of the QW Service, the initial Subscription Term will commence upon completion of the online purchase and payment of the annual Fee for the initial Subscription Term and continue for the remainder of the month in which the purchase is made plus one (1) year. Thereafter, the Subscription Term will renew for additional one (1) year Terms unless either party gives the other party prior written notice of non-renewal within sixty (60) days prior to the expiration of the then-current Subscription Term renewal date. If Customer has purchased a subscription to the QW Service online, Customer may at any time opt out of the auto renew option in its online account. QW reserves the right to increase the Fees applicable to any renewal term upon written notice to Customer.

6.2 Early Termination. Either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and does not cure such breach (if curable) within thirty (30) days after written notice of such breach. Either party may terminate the Trial Period upon written notice to the other party.

6.3 Termination of Subscription to the QW Service. Customers that purchase the QW Service via the online registration process only have thirty (30) days following the Effective Date of the initial Subscription Term to cancel eXpress Edition and receive a full refund of their fees. Such cancellations must be made through the account management portal in the QW Service. Following such cancellation, QW will refund all Fees paid by Customer during the initial Subscription Term by issuing a credit to Customer's credit card.

6.4 Effect of Termination. Upon the termination of this Agreement for any reason, (a) any amounts owed to QW under this Agreement before such termination will become immediately due and payable; and (b) each party will return to the other all property (including any Confidential Information and



Customer Data) of the other party in its possession or control. QW agrees that upon any early termination of this Agreement, QW will allow the Customer to access, without the right to modify, enhance or add to, the Customer Data (either through on-line access or an off-line mechanism provided by QW) for a reasonable time period after termination. Thereafter, QW will remove all Customer Data from the QW System and all Customer access to or use of the QW System and QW Service will be immediately suspended. The rights and duties of the parties under Sections 2, 4, 5, 6.2, 6.3, 7, 8, 9 and 10, as well as any payment obligations, will survive the termination or expiration of this Agreement for any reason.

7. DISCLAIMER.

QW makes no warranty concerning the QW System or QW Service and Customer acknowledges that QW's sole obligation with regard to the QW Service is to provide the support services described in Section 1.4 hereof. ACCORDINGLY, THE QW SERVICE, THE QW SYSTEM AND ALL OTHER DATA, MATERIALS, AND DOCUMENTATION PROVIDED IN CONNECTION WITH THIS AGREEMENT BY QW AND ITS SUPPLIERS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. QW AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. QW DOES NOT WARRANT THAT THE QW SERVICE WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE, OR VIRUS-FREE.

8. INDEMNITY.

8.1 By QW. If any action is instituted by a third party against Customer based upon a claim that the QW Service or QW System, as delivered, infringes a United States patent, copyright or trademark, QW shall defend such action at its own expense on behalf of Customer and shall pay all damages attributable to such claim which are finally awarded against Customer or paid in settlement of such claim. QW may, at its option and expense, and as Customer's exclusive remedy hereunder, (a) procure for Customer the right to continue using the QW Service during the Term, (b) replace or modify the QW System or QW Service so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Customer's access to the QW Service and refund any amounts previously paid for the QW Service attributable to the remainder of the then-current term of this Agreement. QW shall have no liability to Customer for any infringement action which arises out of a breach of the terms



and conditions of this Agreement by Customer or of the use of the QW Service or QW System (i) after it has been modified by Customer or a third party without QW's prior written consent, or (ii) in combination with any other service, equipment, software or process not provided by QW. This Section sets forth the entire obligation of QW and the exclusive remedy of Customer against QW or any of its suppliers for any alleged infringement or adjudicated infringement of any patent, copyright or other intellectual property right by the QW Service or QW System.

8.2 By Customer. If any action is instituted by a third party against QW (a) arising out of or relating to Customer's use of the QW System or QW Service (including claims by any customer or business partner of Customer); or (b) alleging that the Customer Data, or the use of Customer Data pursuant to this Agreement, infringes the intellectual property or other right of a third party or otherwise causes harm to a third party, Customer will defend such action at its own expense on behalf of QW and shall pay all damages attributable to such claim which are finally awarded against QW or paid in settlement of such claim. Customer shall have no obligation under this Section for any claim or action that is described in Section 8.1 above or arises out of a breach of this Agreement by QW.

8.3 Conditions. Any party that is seeking to be indemnified under the provision of this Section 8 (an "Indemnified Party") must (a) promptly notify the other party (the "Indemnifying Party") of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "Claim"), and (b) give the Indemnifying Party the sole control over the defense of such Claim. However, if an Indemnified Party fails to notify the Indemnifying Party promptly, the Indemnifying Party will be relieved of its obligations under this Section 8 only if and to the extent that its ability to defend the Claim is materially prejudiced by such failure. The Indemnifying Party may settle or compromise a Claim without the Indemnified Party's prior approval of any such settlement or compromise only if (i) such settlement involves no finding or admission of any breach by an Indemnified Party of any obligation to any third party, (ii) such settlement has no effect on any other claim that may be made against an Indemnified Party or any defense that an Indemnified Party may assert in any such claim, and (iii) the sole relief provided in connection with such settlement is monetary damages that are paid in full by the Indemnifying Party. Upon the Indemnifying Party's assumption of the defense of such Claim, the Indemnified Party will cooperate with the Indemnifying Party in such defense, at the Indemnifying Party's expense.

9. LIMITATION OF LIABILITY.

QW'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT (UNDER ANY LEGAL THEORY INCLUDING CLAIMS IN CONTRACT

24/07/2014



OR TORT), THE QW SERVICE AND THE QW SYSTEM, WILL NOT EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNTS ACTUALLY PAID TO QW BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CUSTOMER'S FORMAL WRITTEN NOTICE OF THE CLAIM FOR LIABILITY HEREUNDER. ALL CLAIMS THAT CUSTOMER MAY HAVE AGAINST QW WILL BE AGGREGATED TO SATISFY THIS LIMIT AND MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. IN NO EVENT WILL QW BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (UNDER ANY LEGAL THEORY INCLUDING CLAIMS IN CONTRACT OR TORT), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA OR LOST PROFITS, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY INFORMATION OR DATA OR OF THE QW SYSTEM OR QW SERVICE, EVEN IF QW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

10. GENERAL PROVISIONS.

10.1 Publicity. During the Trial Period, neither party may make public announcements referencing the other party or this Agreement. Following expiration of the Trial Period and during any Subscription Term, QW and Customer may make public announcements, including but not limited to, press releases and media announcements, of the existence of this Agreement and the relationship between the parties. All public announcements by either party concerning this Agreement are subject to prior written approval by Customer and QW, which approval shall not be unreasonably withheld. The parties will use reasonable efforts to review and approve public announcements within three (3) days of submittal. Customer agrees to allow QW to use Customer's name in customer lists and other promotional materials describing Customer as a customer of QW and a user of the QW Service.

10.2 Assignment. Neither party may assign any rights or obligations arising under this Agreement, whether by operation or law or otherwise, without the prior written consent of the other; except that either party may assign this Agreement without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void. Customer agrees that QW may subcontract certain aspects of the QW Service to qualified third parties, provided that any such subcontracting arrangement will not relieve QW of any of its obligations hereunder. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and shall be binding on the parties' permitted successors and assignees.



10.3 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the province of Quebec without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in a court sitting in Montreal, Quebec and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If a dispute arising under this Agreement results in litigation, the non-prevailing party shall pay the court costs and reasonable attorneys' fees of the prevailing party.

10.4 Export Control. Customer acknowledges and agrees that the QW Service is subject to the export control laws and regulations of the Canada and any country in which the QW Service is developed, received, downloaded, or used and that the provision of the QW Service to Customer's employees, affiliates, or any third party, may require a license from the Canadian Government and/or other authorities. Customer is solely responsible for determining whether Customer's use or transfer of the QW Service requires an export license or approval from Canada or other authorities, and for securing all required authorizations. Except as specifically authorized or licensed by the Canadian Government and other applicable authorities, Customer will not sell, offer, transfer, deliver, release, either directly or indirectly, the QW Service to any end-user located in or acting on behalf of a country subject Canadian trade sanctions or economic embargoes, or end-users that have been designated as prohibited or restricted parties by the Canadian Government. Customer also will not sell, offer, transfer, deliver, or release, either directly or indirectly, the QW Service to any end-user engaged in activities related to the design, development, stockpiling, or proliferation of nuclear, chemical, or biological weapons, or missiles or missile systems. Customer will ensure that any person or entity to which Customer has granted access to the QW Service has been made aware of, and will comply with this provision and Canadian and other applicable export control laws and regulations.

10.5 Force Majeure. Any failure to perform or delay in the performance of any duties or obligations of QW set forth in this Agreement (including any downtime) will not be considered a breach of this Agreement if such failure or delay is caused by circumstances beyond QW's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, telecommunications or network failures or delays, computer failures involving hardware or software not within QW's possession or reasonable control and acts of vandalism (including network intrusions and denial of service attacks) ("Force Majeure Events"). QW will exercise reasonable care and diligence to avoid and/or mitigate in anticipation of or in response to such Force Majeure Events.



10.5 Notices. Any notice or other communication required or permitted under this Agreement and intended to have legal effect must be given in writing to the other party at the address set forth above (each party may change its address from time to time upon written notice to the other party of the new address). Notices will be deemed to have been given upon receipt (or when delivery is refused) and may be (a) delivered personally, (b) sent via certified mail (return receipt requested) (c) sent via cable, telegram, telex, telecopier, fax (all with confirmation of receipt), or (d) sent by recognized air courier service.

10.6 Severability and Waiver. In the event that any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.7 Relationship of the Parties. The parties to this Agreement are independent contractors, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by this Agreement.

10.8 Entire Agreement. This Agreement is the entire understanding and agreement of the parties, and supersedes any and all previous and contemporaneous understandings, agreements, proposals or representations, written or oral, between the parties, as to the subject matter hereof. Only a writing signed by both parties may modify it.

10.9 Modification to Terms. QW reserves the right to modify the terms and conditions of this Agreement or its policies relating to the QW System and the QW Service at any time and will post an updated version of this Agreement on the QW website. Customer is responsible for regularly reviewing this Agreement. Customer acknowledges and agrees that Customer will be subject to any such modified Agreement upon the first to occur of (a) the accepting and Quote/Invoice or submission of an online order or (b) renewal of the of the QW Service as provided in Section 6.1 above.