# **USER ACCESS AND LICENSE AGREEMENT**

Last Updated: )01/03/2024

This User Access and License Agreement (the "Agreement") forms a legal agreement between Quantalium, Inc. ("Quantalium," "we," "our," or "us,"), and vou ("vou" or "vour"), as user of the Services (as described herein) and governs your interactions with us, including your right to purchase our Services for your use and use by your Authorized Users (as defined below). This Agreement governs your use of the managed service platform and all technology, applications, and related operating systems, the "Service(s)") provided to you, including as made available through our website(s), quantalium.com and drysc.com, as applicable (the "Site"). The Service and the Site includes any mobile or tablet application versions of the Service downloaded or accessed by you. This Agreement also applies to your use of the Service on behalf of your employer or the legal entity with which you are employed, engaged, or of which you are a customer, and in connection with which you are accepting this Agreement ("Your **Organization**"), that has submitted a service plan, registration form. "Subscribe to a Plan" form, or other similar document indicating its agreement to a particular service package, features, and/or integrations to be provided by Quantalium at the pricing and other terms set forth therein (for purposes of this Agreement, each, a "Subscription Plan"), and applies to your right to purchase our Services for your use in accordance with the terms in this Agreement. You warrant and represent that you are at least eighteen (18) years of age and if you are accepting this Agreement on behalf of Your Organization, you represent and warrant that you are authorized to accept this Agreement on Your Organization's behalf.

This Agreement is also subject to and incorporates, as applicable, the terms of our privacy policy which describe what information we collect from you as part of you and Your Organization's use of the applicable Services and how we use that information. Please review the Privacy Policy carefully before submitting your personal information to the Service.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. By clicking "I Agree" during your initial registration for the Service and accessing and using our Service, you agree to and are bound by the terms of this Agreement.

We reserve the right to change or modify this Agreement at any time and in our sole discretion. We will provide notice of any such changes to you by posting such notice on the Site or Service (including the effective date of the updated version) and notifying you through the Service upon your next login to the Service. Your continued use of this Service following the date of the notification of the changes to the Agreement will constitute your acceptance of such changes.

- SERVICE: LIMITED RIGHT TO USE
- Description of Services.

- 1. Driving School Cloud The Solution is designed to provide you with the capability to manage your managed services business. Solution is made available to you on a software-as-a-service basis and is accessible by you remotely through our Site. The Site is intended to provide you with information about service, to enable you to subscribe to the service, and to provide access to service with a web portal.
- 2. **License.** Subject to the terms and conditions of this Agreement, Quantalium grants to you a limited, non-transferable, non-exclusive, nonsublicensable, non-assignable, revocable right and license to access and use our Service solely for your managed service business during the Term (as defined herein) unless sooner terminated. This Agreement shall apply to and govern use of the Service by Your Organization's employees, or any agents, contractors, or certain third parties to whom you or Your Organization provide access to the Service, including any customers to whom you make the Services available in connection with your managed services offerings ("Authorized Users"). You shall be responsible and liable for any Authorized User's violation of this Agreement and their acts or omissions. You shall indemnify, defend, and hold harmless quantalium for: (i) Authorized Users' use of the Services and Third-Party Applications (as defined below); (ii) claims arising from the use of the Services; and (iii) claims arising from the use or resale of the Third-Party Applications. For the Watchman Software, the level of subscription you elect to receive in the applicable Subscription Plan shall determine the quantity of computers on which you may install the Watchman Software. Quantalium shall not be liable as a result of any violation or failure by you to comply with this paragraph, including without limitation any failure by you to obtain authorization to use the Service from Your Organization. If you are registered for the Service only as an individual user, you shall not allow another person to use your account credentials to access the Service. You are responsible for all activities that occur under your account and for maintaining the security and confidentiality of all user names and passwords for the Service. You agree to promptly notify Quantalium in writing if you become aware of any unauthorized access or use of your account or the Service.
  - Free Trial. If you register for a free trial of the Service prior to purchasing a subscription to the Service ("Free Trial"), Quantalium will make the Service available to you at no cost during the Free Trial period that will be specified when you elect to receive the Free Trial. Free Trials are available for new and approved prior subscribers only, and your use of the Service during the Free Trial shall be subject to the terms and conditions of this Agreement. Quantalium will notify you when the Free Trial Period concludes. Once the Free Trial ends, your access to the Service shall be immediately terminated, and any and all data input into the Service by you, or on your behalf, or on Your Organization's behalf, shall be deleted following the conclusion of your Free Trial and shall be retained by Quantalium solely in accordance with applicable law and Quantalium internal data retention and deletion policies. At your discretion, you may elect to continue to use the Service

- by purchasing a plan for the Services, which shall be subject to all the payment terms required for the plan you select and the terms of the Payment section below. Additional terms and conditions for any Free Trial may appear on the Free Trial registration page, in which case, such terms shall control with respect to your use of the Free Trial Service. You acknowledge and agree that the Free Trial offering applies only to the Service made available by Quantalium and does not apply to or include any Third-Party Applications.
- Registration. Registration for the Service requires a user's name and a valid, working e-mail address, telephone number, and/or other information that we may request as necessary to initially sign up for access to and use of the Service (the "Registration Data"). Additionally, you may be required to create a username and password to securely access the Service. When registering for or accessing the Service, you certify that the Registration Data you have provided is your own contact information, that the information you have provided is true, accurate, current, and complete, and that, if applicable, Your Organization has authorized you to use the Service. You agree to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You are solely responsible for maintaining the strict confidentiality of any username and password that you create in order to access and use the Service and you will be solely responsible for any unauthorized access, data security breach, damages or losses that may result through your account. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Quantalium has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Quantalium has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). You should immediately notify Quantalium in writing of any need to deactivate your account due to potential or actual security concerns. Solely with respect to the Watchman Software, if you or Your Organization are an IT service provider, you may use the Watchman Software to provide support to any number of end-users, but in no event shall you or Your Organization share access to your subscription or user credentials with any other legal entity, IT provider, or natural persons.
- Documentation. To the extent that we make available documentation that is generally made available to Service customers, whether in print or electronic form, that describe or relate to the use, features, and/or operation of the Service (collectively, the "Documentation") to you, you and your Authorized Users are permitted to use such Documentation solely in connection with your use of the Service during the Term. You may print or copy the Documentation provided that you retain all copyright or other proprietary notices contained in the Documentation, as applicable. The Documentation shall be considered Quantalium Confidential Information (as defined below). Unless the Documentation

- is separately referred to herein, all references in this Agreement to the Service shall include the Documentation.
- **Provision of Service.** You shall make no representations or warranties to Authorized Users or any third party concerning quality, performance, or other characteristics of the Services other than those that are consistent in all respects with, and do not expand the scope of, the warranties contained in this Agreement. The Service may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service, or other unforeseen circumstances. Further, a reference to a product or service offering on the Services does not imply that the product or service is or will be available in your location. The Quantalium Content (as defined below) of the Service is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. The Service is provided from the United States of America, and all servers that make it available reside in the United States. The laws of other countries may differ regarding the access and use of the Service. Quantalium does not make any representations regarding the legality of the Service in any other country, and it is your sole responsibility to ensure that your use complies with all applicable laws. You acknowledge and agree that Quantalium is only responsible for providing technical support to those people or entities that purchase directly from us, and only where the Services are in effect and the applicable fees have been paid. You agree to cooperate in good faith with us and to assist in analyzing and troubleshooting issues, including implementing any proposed solutions with respect to support of the Services.
- **Updates.** You acknowledge that Quantalium may from time to time, in our discretion, establish general practices and limits concerning use of the Service, or may further update, upgrade, replace, or modify the Service, and/or provide a new release(s) to patches or fixes to the Service, and any such limitation, update, upgrade, replacement, modification, patch, or fix to the Service will be considered part of the Service and subject to the terms of this Agreement. Quantalium may discontinue any Service (including any third-party product or service, including any Third-Party Applications), sunset the Services in their entirety, or migrate you to successor versions of the Service, with reasonable prior written notice to you. Notwithstanding the foregoing, Quantalium shall have the right to discontinue any feature or function of the Services with or without providing notice to you. You agree that Quantalium shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service, in whole or in part.
- **Mobile Application.** To use any mobile application version of the Service (the "**App**"), you must have a compatible mobile device. Quantalium does not warrant that the App will be compatible with your

mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for using the App. You agree that you are solely responsible for any applicable charges. Quantalium may update any app and may automatically electronically update the version of the App that you have installed on a mobile device. You consent to all automatic upgrades, and understand that this Agreement will apply to all updated versions of the App. Any third-party open source software included in the App is subject to the applicable open source license and may be available directly from the creator under an open source license. This Agreement does not apply to your use of software obtained from a third-party source under an open source license.

- Communications. Quantalium may use emails, telephone calls, or text
  messages to communicate with you on a recurring basis. By providing
  your email address and/or phone number, you consent and give
  permission to be contacted at such email address and/or phone number
  by Quantalium and its partners. You may manage your notification
  settings by updating your profile on the Service. You understand that
  consent is not a condition of purchase. You certify that you have
  provided your own contact information.
- Other Terms. Additional or different third-party terms, conditions, and notices may apply to specific materials, information, products, software, and services offered through the Service. In the event of any conflict, such additional or different terms, conditions, and notices will prevail over this Agreement. Please review any such other applicable terms, conditions, or notices.

## • RESTRICTIONS ON USE

- General Restrictions on Use. You shall not, and shall not permit any other person to:
- license, sublicense, assign, sell, resell, timeshare, loan, pledge, rent, or otherwise transfer to any third party the Service, in whole or in part, or include the Service in a service bureau, time sharing, or outsourcing offering;
- 2. copy, adapt, modify or make derivative works based upon the Service, including any part, feature, function, or user interface thereof;
- 3. interfere with or disrupt the integrity of performance of the Service or third-party data contained therein;
- 4. attempt to gain unauthorized access to the Service or its related systems or networks;
- 5. except to the extent provided as a feature or part of the Service, create Internet "links" to the Service or "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device;
- 6. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Service;

- 7. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Service;
- 8. introduce, disseminate, store, upload, or transmit files that contain any virus, bug, Trojan horse, worms, time bombs, corrupted files, or other malicious code into the Service;
- 9. impersonate or misrepresent your affiliation with any person or entity;
- 10. post (as defined below) or otherwise make available any User Content or other material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or harm minors;
- 11. manipulate identifiers in order to disguise the origin of any User Content Posted in connection with the Service;
- 12. Post or otherwise make available any unsolicited or unauthorized advertising, promotional materials "junk mail," "spam," or any other form of solicitation:
- 13. reverse engineer, decompile, disassemble, or decode the Service, in whole or in part, nor use any methods to gain access to the source code or infrastructure, in whole or in part;
- 14. use or access the Service in order to (a) build or offer a competitive product or service, (b) build or offer a product or service using similar ideas, features, functions or graphics represented by or incorporated in the Service, (c) benchmark or compare the Service performance, or any portion thereof, against another company's products or services; or (d) copy any ideas, features, functions or graphics represented by or incorporated in the Service;
- 15. conduct probes, scans, vulnerability, penetration, or other security testing of the Service by automated means or otherwise;
- 16. violate any applicable law or regulation in your use of the Service; or
- 17. use the Service in any manner not permitted by this Agreement.
- 1. Scrapers, Bots, Crawlers and Spiders. Use of any robot, spider, site search, retrieval application or other manual or automatic device to retrieve, index, scrape, data mine or in any way gather or extract content on or available through the Site or our Service or reproduce or circumvent the navigational structure or presentation of the Site, or our Service without Quantalium's express written consent is prohibited.
- 2. Authorized User Accounts. You agree not to exceed the number of Authorized Users or any other Scope Limitations designated in your Subscription Plan unless you first notify us in writing and pay Quantalium the required additional Fees (if any). You shall not, and shall not permit any other person to, share login or other access credentials (such as any user name, identification number, or password, used, alone or in combination, to verify an individual user's identity and authorization to access and use the Service) assigned to any

Authorized User. You shall not, and shall not permit any Authorized User or any other Person to access or use the Service except as expressly permitted by this Agreement. If we reasonably believe that you have exceeded any applicable usage limitations including, without limitation, any limitations based on Authorized User counts as set forth in the applicable Subscription Plan ("Scope Limitations"), we shall promptly notify you in writing and provide you with the user report reasonably substantiating the degree of non-compliance. The parties shall work together in good faith to confirm any excess use within fifteen (15) days of receipt of the notice from Quantalium. Within ten (10) days of any confirmed non-compliance, you shall either: (i) disable any use in excess of the Scope Limitations; or (ii) purchase additional licenses at our then-current fees to the extent necessary to address any non-compliance with the Scope Limitations.

3. Remedies; Audits. Should any attempt to do any of the foregoing prohibited acts be made, we reserve the right, in addition to our other remedies, to seek damages (including without limitation attorneys' fees) from any such individual or entity to the fullest extent permitted by law. The Services may also be programmed to track the number of logins. You hereby consent to such tracking and shall not, directly or indirectly, circumvent or obstruct such tracking. You grant Quantalium the right to track and monitor use by all Authorized Users, to audit books, records, and accounts, and you will provide access to your personnel and representatives, during your normal business hours, to verify compliance with this Agreement or any applicable Subscription Plan. If an audit reveals that licenses used by you exceeded the amounts paid for and that additional amounts are owed, you shall pay such amounts immediately. Quantalium will bear the cost of the audit unless the audit reveals that the additional amounts owed were in excess of five percent (5%) of the total fees paid during the audited time period, in which case the reasonable cost of the audit shall be paid by you.

1.

1. AVAILABILITY OF SERVICE. Subject to the terms and conditions of this Agreement Quantalium will use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week during the Term. Notwithstanding the foregoing, you acknowledge and agree that Quantalium utilizes a third-party private server hosting company to facilitate provision of the Service. You further acknowledge and agree that from time to time the Service may be inaccessible or impossible to use for various reasons, including periodic maintenance procedures or upgrades, service malfunctions and causes beyond our control or which are not reasonably foreseeable by us, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks or network congestion or other failures (collectively, "Downtime"). Quantalium will not be

responsible for any damages or costs incurred by you, if any, in connection with Downtime.

## 2. THIRD-PARTY SERVICES AND THIRD-PARTY MATERIALS

1. Third-Party Applications. In the event Quantalium provides to you, for your use or resale, any third-party software or service, including any integration, interface, product, content, or other functionality that is offered for procurement by you through the Quantalium marketplace (the "Third-Party Applications"), you acknowledge and agree that such Third-Party Applications may be governed by additional terms and conditions of the applicable third-party provider, which shall be entered into by you (i) directly with the third party; or (ii) as passed through to you by Quantalium, with such terms as provided and available at third parties (the "Online Terms"), as may be updated from time to time in the third-party provider's sole discretion. You shall be solely responsible for ensuring that you have all necessary consents, licenses and cooperation from such third party provider of the Third-Party Applications to allow Quantalium to integrate with such Third-Party Applications, and to use and store in the Service any and all data received from or through such Third-Party Applications. Quantalium makes no representations or warranties and shall have no liability or obligation whatsoever in relation to the operation, content, or use, of any Third-Party Application, such Third-Party Application's use or security with respect to your data or User Content, any transactions completed in or through the same, nor for any contract entered into by you or your Authorized Users (as the case may be), with any such third party, whether or not any such products or services are designated as "approved" or "validated" and the like. Quantalium shall have no liability or obligation whatsoever for any contract entered into by you or Your Organization with any customers of your managed services business in connection with your or Your Organization's, as applicable, resale of any Third-Party Applications. Quantalium cannot guarantee the continued availability of any Third-Party Applications, and may cease or suspend provision of your access to any Third-Party Application at any time without entitling you to any refund or credit, if for example and without limitation, the provider of the Third-Party Application ceases to make the Third-Party Application available for interoperation with the Service in a manner acceptable to Quantalium, or upon the expiration or termination of this Agreement. You are responsible for complying with the applicable terms of service for any Third-Party Applications with which you use the Service. You will indemnify Quantalium against all costs, losses, liabilities and damages which arise from any action or claim against Quantalium by such third party provider and/or other third party (including any customers to whom you resell the Third-Party Application) in respect of the use of (and/or integration/interface with) such Third-Party Application and related data (including without

- limitation personal data), and in respect of your compliance with the applicable Online Terms.
- 2. Third-Party Materials. The Service may further display, include, or make available third-party content or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that Quantalium is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Quantalium does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Because Quantalium has no control over Third-Party Materials, you acknowledge and agree that Quantalium is not responsible for the availability of such Third-Party Materials, and does not endorse and is not responsible or liable for any such Third-Party Materials. You acknowledge and agree that your use of Third-Party Materials is at your own risk and may be subject to separate terms of use, privacy policies, and other rules, and you should refer to such separate terms of use, privacy policies, and rules prior to using such Third-Party Materials.

## 3. PAYMENT

- 1. **Fees.** You will pay Quantalium the fees and charges ("**Fees**") specified in the plan corresponding to the service level for which you have subscribed or as specified in the Subscription Plan, and for additional add-on products purchased by you and provisioned by Quantalium. Quantalium reserves the right to change the Fees at any time upon notice to you, and such Fee changes will apply to the next billing cycle. At the conclusion of the initial subscription term as set forth in the Subscription Plan, or any renewal term, Quantalium will provide notice to you prior to charging you upon the subsequent renewal of the Term as further described herein. Except as otherwise set forth in an applicable Subscription Plan, payments are due upon receipt of invoice. All Fees are non-cancelable and non-refundable.
- 2. Late Payments. For any Fees due, any payment not received by Quantalium by the payment due date will be subject to an interest charge, which shall be assessed from the date such payment was due until the date paid, the outstanding balance per month will carry a charge of 5% interest fee every month. In addition, without limiting its other rights or liabilities, if any undisputed amount is owing by you, Quantalium may suspend the applicable Service until all undisputed overdue amounts are paid in full.
- 3. **Taxes.** All Fees included are exclusive of any sales or use taxes, value added tax, goods or service tax, or any and all similar taxes or legally imposed fees, duties, or contributions on such amounts payable. You are solely responsible for the payment of all taxes associated with this Agreement or your use of the Service (other than the taxes based on Quantalium s net income). If Quantalium is required to pay any such

taxes, you will, upon receipt of our invoice, reimburse us for any taxes paid by Quantalium.'

## 4. RESALE ACTIVITIES

- Authorization. You are authorized to market, promote, and sell certain
  of the Third-Party Applications as part of your managed services
  offerings to your Authorized Users (for example, your clients) through
  use of the Services; other forms of distribution or resale require our prior
  written approval, in each instance. These rights are non-exclusive and
  we expressly reserve the right to authorize others to use, market, and
  resell the Third-Party Applications.
- Pricing; Collections. If you: (i) resell any Third-Party Applications, either alone or as part of your managed services; or (ii) make the Services available to any of your customers as Authorized Users of yours or Your Organization's under this Agreement as part of your managed services, you have sole discretion to establish prices at which you resell and distribute the Third-Party Applications or make available the Services. You will be responsible for managing all billing and collecting of any Authorized User accounts, and all amounts payable to Quantalium under this Agreement are solely your obligation and are not contingent upon your receipt of any amounts payable to you by an Authorized User.
- Reselling. If you resell a Third-Party Application to an Authorized User, you must ensure that such Authorized User affirmatively agrees to the applicable terms and conditions of such Third-Party Application in connection with such Authorized User's registration for the Services and/or as part of a valid and enforceable contract between you and such Authorized User. Quantalium has the right to terminate any Service, including the provision of any Third-Party Application, applicable to an Authorized User who has not agreed to such terms and conditions. You agree to notify us immediately of any known or suspected breach of these terms and conditions and to assist us in the enforcement of the same.

## 1. YOUR RESPONSIBILITIES; CONDUCT

1. Compliance with Applicable Law. As a condition of your use of the Service, you represent and warrant that your use of the Service will be in accordance with this Agreement and any other applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding the Service, online conduct, and acceptable content. You represent and warrant that you will not use the Service for any purpose that is unlawful or prohibited by the terms, conditions, and notices of this Agreement. You will comply with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the EU, Canada, USA. Foreign Corrupt Practice Act of 1977 as amended (the "FCPA"), any guidance issued by the U.S. government from time to time regarding the FCPA, and other applicable anti-corruption, anti-fraud, embezzlement, anti-

money laundering, and antiterrorist financing laws and regulations. You will not, with a corrupt, improper, or illegal intention, directly or indirectly, offer, promise, authorize, pay, give, solicit, or accept any money, favor, advantage, bribe, kickback, or anything else of value to or from a director, officer, employee, contractor, or agent of any government, military, or state-owned department, agency, corporate entity, instrumentality, or political subdivision of any government or military or any person or commercial entity acting in an official capacity for or on behalf of the government or military as well as any candidate for political office or any officer, employee, contractor, or agent of any public international organization such as the United Nations or the World Bank. You will use your best efforts to promptly advise us in writing of any statute, regulation or other law in the territory that is not the United States, if applicable, that is or comes into effect during the term of the Agreement and that affects the importation, exportation, sale, promotion, provision or protection of the Services or which otherwise has a material effect on the parties' rights or obligations under the Agreement.

- 2. Your Responsibilities. You agree to comply with our acceptable use policies made available to you in connection with your use of the Service. You shall further be solely responsible for your systems through which the Service is accessed. You and/or Your Organization, as applicable, will establish and maintain commercially reasonable administrative, technical, and physical security safeguards to protect against the destruction, loss, and unauthorized access, use, or alteration of the Services, Documentation, and any other Quantalium Content, which are: (i) no less rigorous than generally accepted industry standards; and (ii) compliant with applicable law. You may not use the Service in any manner which could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not use the Service in any manner to harass, threaten, abuse, or defame another (including Quantalium and its representatives) or in any manner that is otherwise invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable. Should any breach of this Section occur, we reserve the right, in addition to our other remedies, to immediately terminate or suspend your access to and use of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. Quantalium has no obligation to monitor the Platform.
- 3. User Content. You understand that to the extent that you post, upload, input, submit, or otherwise transmit or provide (collectively, "Post") certain of your, your customers', or any other information, data, text, software, graphics, or other materials by you or in connection with the Service or the Site ("User Content"), whether publicly posted or privately transmitted, you agree to provide true, accurate, and complete

information. You shall be responsible for the accuracy, quality, and legality of the User Content provided by you in connection with the Service and the means by which you acquired such User Content. YOU AGREE THAT YOU MUST EVALUATE AND BEAR ALL RISK RELATED TO THE POSTING OF USER CONTENT TO SERVABLY. By Posting User Content to the Service, you grant to Quantalium and its affiliates the worldwide, irrevocable, perpetual, nonexclusive, royalty free, right and license to use, process, access, modify, display, reproduce, adapt, edit, publish, distribute, copy, host, store, and otherwise exploit such User Content as reasonably necessary to perform our obligations under this Agreement or as otherwise expressly set forth herein. You represent and warrant that (a) you own and control all of the rights to the User Content that you Post or you otherwise have the right to Post such User Content and to grant the rights granted herein; (b) the User Content is accurate and not misleading; and (c) online publication of the User Content you supply to those authorized by you does not violate this Agreement or applicable law and will not violate any rights (including any intellectual property rights) of any third parties, or otherwise cause injury to any person or entity. Quantalium will not pay you for User Content or to exercise any rights related to User Content set forth in this Section. You hereby waive any moral rights you may have in such User Content under the laws of any jurisdiction.

You should save all of your User Content through alternate storage solutions inasmuch as Quantalium does not warrant the security or reliability of its Services, and you are solely responsible for the backup of User Content. You acknowledge that the Service does not operate as an archive or file storage service and that we do not necessarily store all of the User Content that you may Post in connection with your use of the Service.

Under no circumstances will Quantalium be liable in any way for any User Content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any User Content Posted. You acknowledge that Quantalium may or may not prescreen User Content, but that Quantalium and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, move, or remove any User Content that is available via the Service and which violates the terms of this Agreement. You acknowledge, consent, and agree that Quantalium may access, preserve, and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of this Agreement; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for subscriber service; and/or (e) protect the rights, property, interests, or personal safety of Quantalium, its users, and the public.

- Sanctions. You represent and warrant that you are not, nor is Your Organization, the target of countrywide sanctions imposed by any government authority
- 2. **Export Compliance.** You represent and warrant that you: (a) will comply with all export laws, restrictions, national security controls, and regulations of the EU, IRELAND, CANADA or other applicable authority (collectively, "**Export Laws**"); and (b) will not export or re-export or allow the export or re-export of the Services, or any User Content through use of the Services, in violation of any such Export Laws. We reserve the right to refuse sales of the Services, terminate or limit functionality or the provision of Services, or take other actions in order to comply with any such laws or regulations.

## 1. INTELLECTUAL PROPERTY

- 1. **Definitions.** The term "**Intellectual Property Rights**" means any and all now known or hereafter known tangible and intangible, registered and unregistered (i) works of authorship, including, but not limited to, copyrights and moral rights, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual property and industrial property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract or license, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).
- 2. **Trademarks.** Except as otherwise provided by a third party, all trademarks, service marks, trade names, and logos (collectively, "**Trademarks**") used and displayed on the Service are registered and unregistered Trademarks of Quantalium and/or its licensors and are the sole property of Quantalium and/or our licensors. You may not represent yourself as Quantalium nor may you use the Trademarks, or any other mark that may be deemed confusingly similar to a Quantalium Trademark, in a manner that would imply our affiliation with, endorsement of, or sponsorship of you or to otherwise suggest that you are more than an independent authorized user of the Services.
- 3. Reservation of Rights. You hereby agree that Quantalium and its third-party licensors shall retain all right, title, and interests in and to the Service, the Site, and all proprietary content therein (including all forms, templates, page headers, custom graphics, button icons, scripts, Trademarks, trade dress, other proprietary content, and all Intellectual Property Rights embodied therein), including without limitation, all corrections, updates, modifications and other derivative works to the Service (collectively referred to as "Quantalium Content") we make available to you in connection with the Service. For clarity, with respect to the Watchman Software, Quantalium retains all right, title and interests in and to the Watchman Software and all Intellectual Property Rights therein, with the exception of certain open source components

Iisted at <a href="www.watchmanmonitoring.com/open-source">www.watchmanmonitoring.com/open-source</a> (the "Open Source Components"). Please review the Open Source Components listed before you use the Watchman Software. If you object to our use of the Open Source Components listed, please do not use the Watchman Software. For the avoidance of doubt, we expressly disclaim all warranties of any kind with respect to the Open Source Components. All Intellectual Property Rights in any work arising from or created, produced or developed by Quantalium, whether alone or jointly with others, under or in the course of this Agreement, will immediately upon creation or performance vest absolutely in and will be and remain the property of Quantalium, and you will not acquire any right, title or interest in and to the same. Other than the limited license and use rights expressly set forth in this Agreement, Quantalium does not grant you any rights to the Service or Quantalium Content and reserves all rights therein.

- 4. Feedback. If you propose or provide any remarks, suggestions, ideas, enhancements, requests, feedback, recommendations and other information to us relating to the Service or any of our other products or services (the "Feedback"), you hereby irrevocably assign all right, title and interest in and to such Feedback to us and acknowledge and agree that the Feedback will be owned by Quantalium. You agree that Quantalium may, in its sole discretion, use the Feedback you provide to Quantalium in any way, including in future modifications of the Service or in other Quantalium products or services. We will not be required to treat the Feedback as confidential, and will not incur any liability as a result of any similarities that may appear in our future products, services or operations.
- 5. Usage Information. Quantalium reserves the right to collect, compile, synthesize, analyze, and otherwise use Usage Information (as defined herein) for any purpose permitted by law and reserves the right to disclose and share such Usage Information with third parties in anonymous and aggregated form in our discretion. The term "Usage Information" shall mean all information collected by us reflecting access and usage of the Site and for our Services, including traffic information. The parties agree all Usage Information shall be our exclusive property.

## 2. **CONFIDENTIALITY**

1. **Confidentiality.** The Service contains proprietary and confidential information of Quantalium. "**Confidential Information**" means all information disclosed by Quantalium to you, which is in tangible form and labeled "confidential" or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. The following information shall be considered Confidential Information whether or not marked as such: (a) the terms of this Agreement, including all pricing that may be provided to you in connection with your use of the Service; and (b) Quantalium's strategic

roadmaps, product plans, product designs and architecture, technology and technical information, security processes, security audit reviews, business and marketing plans, and business processes. Confidential Information will not include information that as shown by your records: (i) is, or through no fault of yours has become, generally available to the public; (ii) was disclosed to you by a third party who had the right to make such disclosure without any confidentiality restrictions; or (iii) was independently developed by you without use of Quantalium Confidential Information. You shall use no less than a reasonable standard of care to safeguard the Confidential Information you receive. You will only use the Confidential Information to exercise your rights and perform your obligations under this Agreement or as otherwise required by law.

2. Injunctive Relief. You agree that any breach of the confidentiality obligations herein would cause irreparable harm to Quantalium, for which remedies at law would be inadequate to compensate Quantalium for such harm and damage. Therefore, Quantalium shall be entitled to injunctive relief against any such breach or threatened breach, without posting any bond or showing of irreparable harm, in addition to any other remedy available to it. The foregoing shall be in addition to and shall not limit any other rights or remedies to which Quantalium may be entitled, at law or in equity.

#### 3. YOUR PRIVACY

We collect, process, and store any personal data that we collect or receive from you and/or your Authorized Users through the Service in accordance with our Privacy Policy, which is incorporated herein by reference. Please review the applicable Privacy Policy before you use the Service. By using and providing information to or through the Service, you consent to all actions taken by Quantalium with respect to your information in compliance with the Privacy Policy. If you are unwilling to accept the terms and conditions of the applicable Privacy Policy, please do not use the Service. To the extent this Agreement involves the processing of the personal data of data subjects (including those located in the European Union ("EU")) in connection with providing our services to you, we process such personal data pursuant to our Data Processing Terms, set forth in the applicable Privacy Policy. We will transfer the personal data of EU data subjects pursuant to the Standard Contractual Clauses ("SCCs"). To the extent applicable, please contact us at info@quantalium.com and we will provide an executed copy of the SCCs to you.

#### 1. TERM AND TERMINATION

1. **Term.** This Agreement will continue in full force and effect until the expiration of all permitted Free Trial and/or subscription periods for the Service, as set forth in the applicable Subscription Plan (the "**Term**") or until this Agreement is terminated as provided herein. Unless otherwise set forth in the applicable Subscription Plan, your Service will

- automatically renew for additional successive renewal periods (for the same term length of the plan initially purchased by you) at the end of the Service period set forth in the Subscription Plan.
- 2. **Termination by Us.** Quantalium may terminate this Agreement at any time without notice to you, for cause as a result of your breach of this Agreement, or without cause. For example, any breach of your payment obligations or unauthorized use of the Service will be deemed a material breach of this Agreement and may result in the termination of your access to the Service and this Agreement in our discretion.
- 3. **Termination by You.** Your Service will automatically renew at the end of the Services period unless you choose to cancel a particular Service and terminate this Agreement (including all Subscription Plans) no less than thirty (30) days before the end of the then-current Service period by email at info@qantalium.com
- 4. Effect of Termination or Expiration. Upon any expiration or termination of this Agreement: (i) all rights and licenses granted to you with respect to the Service will immediately terminate, and you shall immediately discontinue use of the Service; and (ii) if you have not already paid any applicable Fees due for the then-current Term or related services period (as applicable), all such Fees that are outstanding will become immediately due and payable and you shall pay Quantalium all Fees due through the end of any outstanding Term. You acknowledge and agree that you will not be entitled to a refund of any pre-paid Fees, and you shall not have any right to issue or request a chargeback for any Fees paid hereunder. Quantalium will continue to retain (and you may request a copy of) any User Content, and all copies, extracts, and derivations of any User Content for up to ninety (90) days following the expiration or termination of this Agreement, after which all such records shall be destroyed, unless required to be retained longer under applicable law.
- 5. **Suspension.** You agree that Quantalium may terminate or suspend your access to the Service if you violate the terms of this Agreement, if we reasonably believe that you are using the Service in a manner that may cause harm to us or any third party, if we discontinue or withdraw the Service, and if we receive any requests to do so by authorized law enforcement or other government agencies. We may also terminate or suspend your access to any Third-Party Applications in the event our agreement with the applicable third party is terminated or expires, or if the agreement otherwise requires our termination or suspension of your access to the Third-Party Application. If we terminate or suspend your access to the Service, you agree that we shall have no liability or responsibility to you and we will not refund amounts that you have already paid to the fullest extent permitted under applicable law.

## 2. **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, ANY Quantalium CONTENT, AND SERVICES OF ANY KIND PROVIDED BY THIRD PARTIES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND "WITH ALL FAULTS". Quantalium AND ITS AFFILIATES, OFFICERS, EMPLOYEES, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY AND ACCURACY, AVAILABILITY, NON-INTERFERENCE WITH YOUR ENJOYMENT OF THE SITE, SERVICE, OR Quantalium CONTENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE.

QUANTALIUMAND ITS AFFILIATES, OFFICERS, EMPLOYEES, AND LICENSORS MAKE NO WARRANTY THAT: (A) THE SERVICE OR QUANTALIUMCONTENT (OR ANY PRODUCTS, SERVICES. INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE (INCLUDING ANY THIRD-PARTY APPLICATIONS) WILL MEET YOUR REQUIREMENTS: (B) THE SERVICE. QUANTALIUMCONTENT, OR ANY THIRD-PARTY APPLICATIONS WILL BE UNINTERRUPTED, TIMELY, COMPLETELY SECURE, WITHOUT DELAY. FREE FROM SERVICE DEGRADATION OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, QUANTALIUMCONTENT, AND/OR THIRD-PARTY APPLICATIONS WILL BE ACCURATE OR RELIABLE; (D) THE SERVICE AND/OR QUANTALIUMCONTENT WILL OPERATE IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING ANY THIRD-PARTY APPLICATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED: OR (F) THE SERVICE OR QUANTALIUMCONTENT (OR ANY SERVER(S) THAT MAKE THE SERVICE AVAILABLE), OR THIRD-PARTY APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT IN THE EVENT OF SYSTEM OR COMPONENT FAILURE, IT IS POSSIBLE THAT YOU MAY NOT BE ABLE TO ENTER NEW TRANSACTIONS, EXECUTE EXISTING TRANSACTIONS, OR MODIFY OR CANCEL TRANSACTIONS THAT WERE PREVIOUSLY ENTERED. SYSTEM OR COMPONENT FAILURE MAY ALSO RESULT IN LOST DATA, LOSS OF ORDERS OR PRIORITY. NO ADVICE OR INFORMATION. WHETHER ORAL OR WRITTEN. OBTAINED BY YOU FROM QUANTALIUMOR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT, ANY STATEMENTS MADE ABOUT SERVABLY, ITS SERVICES, OR ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES (INCLUDING THE THIRD-PARTY APPLICATIONS) BY EITHER: (I) QUANTALIUMSALES, MARKETING, OR SUPPORT PERSONNEL; OR (II) ANY THIRD-PARTY SERVICE PROVIDER SALES, MARKETING, OR OTHER SUPPORT PERSONNEL, DO NOT CONSTITUTE A WARRANTY.

AND WILL NOT BE RELIED UPON BY YOU OR ANY AUTHORIZED USER IN DECIDING WHETHER TO PURCHASE ANY PRODUCTS OR SERVICES (INCLUDING ANY THIRD-PARTY APPLICATIONS). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS OF THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

#### 1. **INDEMNITY**.

- 1. Your Indemnification. You agree to defend (solely to the extent requested by Quantalium, indemnify, and hold Quantalium and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from and against any liabilities, claims, demands, losses, damages, judgments, fines, penalties, costs, or expenses (including but not limited to reasonable attorneys' fees) incurred by or brought against Quantalium arising out of or related to (i) User Content you submit, post, transmit, or otherwise make available through the Service, (ii) your use or your Authorized Users' use of the Service and any Third-Party Applications (including any resale of such Third-Party Applications), including compliance with any applicable Online Terms, (iii) any representations or warranties made by you to any person, including other users within Your Organization, with respect to the Services, including any Third-Party Applications; (iv) you or your Authorized Users' breach of this Agreement or applicable law, or (v) any negligence or willful misconduct by or on behalf of you or your Authorized Users.
- 2. Enforcement. You shall promptly notify Quantalium in writing upon its discovery of any unauthorized use or infringement of the Service or Quantalium Content, including Quantalium's Intellectual Property Rights with respect thereto. Quantalium shall have the sole and exclusive right to bring an infringement action or proceeding against any infringing third party, and, in the event that Quantalium brings such an action or proceeding, You shall cooperate and provide full information and reasonable assistance to Quantalium and its counsel in connection with any such action or proceeding.

#### 2. LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT QUANTALIUMAND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE (WHETHER IN CONTRACT OR BASED ON WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER TO YOU, AUTHORIZED USERS OR ANY THIRD PARTY) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, HOWEVER CAUSED (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF

PROFITS, GOODWILL, USE, DATA, BUSINESS, DAMAGES FOR BUSINESS INTERRUPTION, COSTS, COVER OR OTHER INTANGIBLE LOSSES), EVEN IF QUANTALIUMHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE OUR SITE OR SERVICES.

IN ANY EVENT, OUR TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICE SHALL BE LIMITED TO YOUR DIRECT DAMAGES NOT TO EXCEED THE FEES ACTUALLY PAID BY YOU TO US DURING THE MOST RECENT SIX (6) MONTH PERIOD FOR THE SERVICE GIVING RISE TO THE CLAIM IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO OUR LIABILITY UNDER THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, DURING THE FREE TRIAL, SERVABLY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICE SHALL BE LIMITED TO YOUR DIRECT DAMAGES NOT TO EXCEED \$1,000.00. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF YOU ARE A RESIDENT OF NEW JERSEY, TO THE EXTENT NEW JERSEY LAW PROHIBITS THE LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, SUCH LIMITATIONS AND/OR EXCLUSIONS SHALL NOT APPLY TO YOU.

#### 1. **DISPUTES**

Except for the right of a party to apply to a court for a temporary restraining order, preliminary injunction or other equitable relief, any controversy or claim arising out of or relating to this Agreement that cannot be resolved through negotiation will be resolved exclusively by confidential, binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as then in effect. If the parties cannot agree on a single arbitrator, the arbitrator will be selected by the American Arbitration Association. All arbitration proceedings will occur in English and will be held in Dublin, Ireland. The parties agree that any dispute resolution proceeding will be conducted on an individual basis and not as a class or representation action, and no claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Neither you nor Quantalium shall be a member of a class, consolidated or representative action or proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. The cost and fees associated with the AAA arbitration shall be borne equally by the parties. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder. The authority of

the arbitrator to award damages in any event is and shall be limited by this Agreement.

BECAUSE USE OF THE SERVICE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in the state or federal courts located in the State of Delaware.

 EXPORT CONTROL. The Service may be subject to EU export and reexport control laws and regulations and similar laws applicable in other jurisdictions

### **GENERAL INFORMATION**

- 1. **Entire Agreement.** This Agreement, the <u>Site Terms</u>, the Data Processing Terms (if applicable), and any applicable Subscription Plan constitute the entire agreement between you and Quantalium and govern your use of the Service, superseding any prior agreements between you and Quantalium with respect to the Service.
- 2. **Choice of Law.** This Agreement and the relationship between you and Quantalium shall be governed by the laws of Ireland without regard to its conflict of law provisions.
- 3. Waiver and Severability of Terms. The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.
- 4. Force Majeure. Neither party shall be deemed to be in breach of this Agreement to the extent that performance of its obligations (other than your payment obligations) are delayed or prevented by reason of any Force Majeure event, regardless of whether such event was foreseeable. Force Majeure events shall include: acts of God, fire, natural disaster, outbreak, epidemic, pandemic, public health emergency, accident, act of government, shortages of materials or supplies, and any and all events beyond the reasonable control of such party. In the event of such Force Majeure, the time for performance or

- cure shall be extended for a period equal to the duration of the Force Majeure.
- 5. Independent Contractors. Quantalium and you are independent contractors. None of the provisions of this Agreement or the provision of the Service hereunder shall be deemed to constitute a partnership, joint venture, franchisor-franchisee, employer-employee, or any other such relationship between the parties hereto, and neither party shall have any authority to bind the other in any manner except as expressly provided in this Agreement. Neither party shall have or hold itself out as having any right, authority or agency to act on behalf of the other party in any capacity or in any manner, except as may be specifically authorized in this Agreement. You assume full responsibility for the acts of your personnel and shall be solely responsible for their supervision, direction and control, compensation, benefits and taxes.
- 6. **Government End Users.** The Service and any related Documentation are "Commercial Items" and "Commercial Computer Software Documentation,"
- 7. **Assignment.** Quantalium may freely transfer or assign this Agreement. This Agreement may not be assigned or transferred by you (including in connection with any merger, consolidation, change of control, divestiture, or sale of all or substantially all of your or Your Organization's asses or business) without our prior written approval. Any purported assignment or transfer in violation of this Section shall be null and void. Any permitted assignment shall insure to the benefit of and be binding on the assigning party's successor and assigns.
- 8. **No Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 9. Notice. Any notices required or permitted hereunder shall be given to the appropriate party at such address as the party shall specify in writing. For Quantalium the address will be specified on the Site. For you the address will be specified in your registration application. Either party may change its address by notifying the other party in writing. Such notice shall be deemed given: upon personal delivery; if sent by telephone facsimile, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing.

## 2. **CONTACT US.**

You may reach us by emailing at <a href="mailto:info@quantalium.com">info@quantalium.com</a>