

Subscription Agreement

This MaestroQA Subscription Agreement ("**Agreement**") is entered into by and between MaestroQA Inc., formerly Adtrib, ("**MaestroQA**") and the entity or person placing an order for or accessing any Services ("**Subscriber**" or "**you**"). By accepting this Agreement, either by accessing or using the Services, or authorizing or permitting any Permitted User to access or use the Services, you are agreeing to be bound to this Agreement. If you are entering into this Agreement on behalf of a company, you are agreeing to this Agreement on behalf of such company and you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" or "Subscriber" are references to your company.

This Agreement permits Subscriber to access the MaestroQA Services on a trial basis or in connection with a paid subscription pursuant to online registration or execution of an Order Form and sets forth the basic terms and conditions under which the Services will be delivered. This Agreement will govern Subscriber's trial use of or subscription to the Services as well as any future purchases made by Subscriber that reference this Agreement.

IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE ANY SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT. THIS AGREEMENT CONTAINS MANDATORY ARBITRATION PROVISIONS THAT REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS. PLEASE READ IT CAREFULLY.

1. Definitions

"**Affiliate**" means any entity under the control of either Subscriber or MaestroQA where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity.

"**AUP**" means MaestroQA's Acceptable Use Policy, available at <http://www.maestroqa.com/use> or a successor URL.

"**Contractor**" means an independent contractor or consultant of Subscriber or MaestroQA, as applicable.

"**Customers**" means Subscriber's Customers, potential Customers, and other users of and visitors to the Subscriber Properties.

"**Effective Date**" means the date which is the earlier of (a) Subscriber's initial access to any Service (as defined below) through any online provisioning, registration or order process or (b) the effective date of the first Order Form referencing this Agreement.

"**Feedback**" means comments, questions, suggestions or other feedback relating to any MaestroQA product or service.

"**Force Majeure Event**" means any unavailability caused by circumstances beyond MaestroQA's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving MaestroQA employees), internet service

provider failure or delay, third party services, or acts undertaken by third parties, including without limitation, a denial of service attack.

"Laws" means all (i) United States federal, state and local laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data and (ii) in the case of Subscriber, all foreign laws, regulatory guidelines and regulations, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data in any foreign jurisdictions in which Subscriber uses the Services.

"MaestroQA Parties" means MaestroQA and any of its Affiliates, officers, directors, employees, Contractors, agents, service providers, suppliers or licensors.

"Order Form" means any of MaestroQA's service order forms executed or approved by Subscriber with respect to a subscription to Services.

"Permitted User" means an individual (including those of Subscriber's Affiliates) who has been given access to Subscriber's account as an agent and/or administrator. Permitted Users may include Subscriber's employees and Contractors and Subscriber's Affiliates' employees and Contractors.

"Sensitive Personal Information" means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("**PCI DSS**"); (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act ("**HIPAA**"); or (iii) any other personal data of an EU citizen deemed to be in a "special category" (as identified in EU General Data Protection Regulation or any successor directive or regulation).

"Services" means MaestroQA's proprietary software-as-a-service solution(s), as may be developed, modified and improved from time to time, together with other products and services, including Professional Services, which may be offered by MaestroQA and any Professional Services agreed upon by the parties.

"Subscriber Data" means any data of any type that is submitted to the Services by or on behalf of Subscriber (including from Third Party Platforms) and including, without limitation, data collected from Permitted Users, Subscriber Personnel, and Subscriber's customers or other third parties who interact with Subscriber Personnel.

"Subscriber Personnel" means the employees and Contractors of Subscriber, including customer support personnel.

"Subscriber Properties" means Subscriber's websites, apps, or other offerings owned and operated by (or for the benefit of) Subscriber through which Subscriber interacts with its Customers.

"Site" means app.maestroqa.com (and any successor URLs, mobile or localized versions and related domains and subdomains).

"Taxes" means any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of MaestroQA.

"**Third-Party Platform**" means any software, software-as-a-service, data sources or other products or services not provided by MaestroQA that are integrated with Services at your direction.

2. MaestroQA Services

2.1 **Services Overview.** The Services enable Subscriber to monitor Subscriber Personnel performance. The Services are provided on a subscription basis beginning on the Effective Date and continuing for the term selected through online registration or as designated in an Order Form (each, a "**Subscription Term**"). MaestroQA may also offer Professional Services (as defined in Section 10) related to certain Services. Subscriber will purchase and MaestroQA will provide the specific Services as specified in an Order Form or through online registration.

2.2. **Access to Services.** Subscriber and its Permitted Users may access and use the Services solely for Subscriber's benefit and in accordance with the terms and conditions of this Agreement, the online terms of service, the AUP, and any scope of use restrictions designated in any Order Form or through online registration. Use of and access to the Services is permitted only by Permitted Users. If Subscriber is given passwords to access the Services on MaestroQA's systems, Subscriber will require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. If Subscriber is accessing the Services using credentials provided by a third party, then Subscriber will comply with all applicable terms and conditions of such third party regarding provisioning and use of such credentials. Subscriber will be responsible for any and all actions taken using Subscriber's accounts and passwords. If any Permitted User who has access to a user ID is no longer an employee or Contractor of Subscriber, then Subscriber will immediately delete such user ID and otherwise terminate such Permitted User's access to the Service.

2.3 **Service Availability.** MaestroQA will (a) use commercially reasonable efforts to provide applicable standard customer support for the Services at no additional charge during regular New York City business hours; and (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (i) during planned downtime for upgrades and maintenance to the services (of which we will use commercially reasonable efforts to notify you in advance both through the Service) ("**Planned Downtime**"); and (ii) for any Force Majeure Event.

2.4. **General Restrictions.** Subscriber remains responsible for compliance by Permitted Users with all of the terms and conditions of this Agreement and the AUP. Subscriber shall ensure that any use of the Services by such individuals is for the sole benefit of Subscriber.

2.5. **Trial Subscriptions.** If Subscriber enters into a free trial for any of the Services (a "**Trial Subscription**"), MaestroQA will make such Services available on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Subscriber has registered to use the applicable Service(s); (b) the start date of any subscription to such Service purchased by Subscriber for such Service(s); or (c) termination of the trial by MaestroQA in its sole discretion (the "**Trial Period**"). ANY SUBSCRIBER DATA ENTERED INTO THE SERVICES, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR SUBSCRIBER DURING A TRIAL SUBSCRIPTION WILL BE PERMANENTLY LOST UNLESS A SUBSCRIPTION TO THE SAME SERVICES COVERED BY THE TRIAL IS PURCHASED OR SUCH

SUBSCRIBER DATA IS EXPORTED BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, MAESTROQA WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS.

2.6 MaestroQA respects Subscriber's privacy and will only use the information about individuals obtained through the Services in accordance with our Privacy Policy, located on maestroqa.com. MaestroQA may update the Privacy Policy from time to time, and will provide notice of such update to Subscriber at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Subscriber.

2.6. **Competition.** You may not access the Services if you are a direct competitor of MaestroQA, except with MaestroQA's prior written consent. You may not access the Services for competitive purposes.

3. Subscriber Data

3.1. **Rights in Subscriber Data.** As between the parties, you hereby agree that with regard to Subscriber Data, Subscriber shall be deemed to be the controller and MaestroQA shall be deemed to be the data processor. Subscriber will retain all right, title and interest (including any and all intellectual property rights) in and to the Subscriber Data provided to MaestroQA. Subject to the terms of this Agreement, Subscriber hereby grants to MaestroQA a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Subscriber Data solely to the extent necessary to provide the Services to Subscriber. Subscriber agrees that the third party service providers that are utilized by MaestroQA to assist in providing the Services shall have the right to access Subscriber's account and the Subscriber Data to the extent necessary to provide or improve the Services.

3.2. **Location of Subscriber Data.** Unless otherwise specifically agreed, Subscriber Data may be hosted by MaestroQA or its respective third party service providers in the United States, or other locations around the world.

3.3. **Storage of Subscriber Data.** MaestroQA does not provide an archiving service. MaestroQA agrees only that it will not intentionally delete any Subscriber Data from any Service prior to termination of Subscriber's applicable Subscription Term. MaestroQA expressly disclaims all other obligations with respect to storage.

3.4. Subscriber Obligations.

a) **In General.** Subscriber is solely responsible for the accuracy, content and legality of all Subscriber Data. Subscriber represents and warrants to MaestroQA that Subscriber has all necessary rights, consents and permissions to collect, share and use all Subscriber Data as contemplated in this Agreement (including granting MaestroQA the rights in Section 3.1 (Rights in Subscriber Data)) and that no Subscriber Data will violate or infringe (a) any third party intellectual property, publicity, privacy or other rights, (b) any Laws, or (c) any terms of service, privacy policies or other agreements governing the Subscriber Properties or Subscriber's accounts with any Third-Party Platforms. Subscriber further represents and warrants that all Subscriber Data complies with the AUP. Subscriber will be fully responsible for any Subscriber Data submitted to the Services by any Permitted User or Subscriber Personnel or accessed by MaestroQA through a Third-Party Platform on

Subscriber's behalf as if it was submitted by Subscriber. Subscriber understands that it is solely responsible for being familiar and in compliance with any laws of any jurisdictions applicable to its Customers and Subscriber Personnel that may prohibit Subscriber from using the Services.

b) No Sensitive Personal Information. Subscriber specifically agrees not to use the Services to collect, store, process or transmit any Sensitive Personal Information. Subscriber acknowledges that MaestroQA is not a Business Associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Services are neither HIPAA nor PCI DSS compliant. MaestroQA will have no liability under this Agreement for Sensitive Personal Information, notwithstanding anything to the contrary herein.

c) Compliance with Laws. Subscriber agrees to comply with all applicable Laws in its use of the Services.

3.5. EU-U.S. Privacy Shield. MaestroQA, Inc. participates in the EU-U.S. Privacy Shield framework. For more information, please see MaestroQA's EU-U.S. Privacy Shield Statement on maestroqa.com.

4. Security

MaestroQA agrees to use administrative, physical, technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of Subscriber Data.

5. Third-Party Platforms

The Services may support integrations with certain Third-Party Platforms. In order for the Services to communicate with such Third-Party Platforms, Subscriber may be required to input credentials in order for the Services to access and receive relevant information from such Third-Party Platforms. By enabling use of the Services with any Third-Party Platform, Subscriber authorizes MaestroQA to access Subscriber's accounts with such Third-Party Platform for the purposes contemplated in this Agreement. Subscriber is solely responsible for complying with any relevant terms and conditions of the Third-Party Platforms and maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms. Subscriber acknowledges and agrees that MaestroQA has no responsibility or liability for any Third-Party Platform or any Subscriber Data exported to or from a Third-Party Platform. MaestroQA does not guarantee that the Services will maintain integrations with any Third-Party Platform and MaestroQA may disable integrations of the Services with any Third-Party Platform at any time with or without notice to Subscriber. For clarity, this Agreement governs Subscriber's use of and access to the Services, even if accessed through an integration with a Third-Party Platform.

6. Ownership

6.1. MaestroQA Technology. This is a subscription agreement for access to and use of the Services. Subscriber acknowledges that it is obtaining only a limited right to the Services and that no ownership rights are being conveyed to Subscriber under this Agreement. Subscriber agrees that MaestroQA or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Services, professional services deliverables and any and all related and underlying technology and

documentation and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (collectively, "**MaestroQA Technology**"). Except as expressly set forth in this Agreement, no rights in any MaestroQA Technology are granted to Subscriber. Further, Subscriber acknowledges that the Services are offered as an on-line, hosted solution, and that Subscriber has no right to obtain a copy of any of the Services.

6.2. **Feedback.** Subscriber, from time to time, may submit Feedback to MaestroQA. MaestroQA may freely use or exploit Feedback in connection with any of its products or services.

7. Subscription Term, Fees & Payment

7.1. **Subscription Term and Renewals.** Unless otherwise specified in an Order Form, each Subscription Term will automatically renew for additional twelve month periods unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term.

7.2. **Fees and Payment .** All fees agreed upon in an Order Form or through online registration will be paid by Subscriber within thirty (30) days of invoice, unless (a) Subscriber is paying via Credit Card (as defined below) or (b) otherwise specified in an applicable Order Form. Payments shall be made in US dollars, in full, without set-off, counterclaim or deduction. Except as expressly set forth in this Agreement, all fees are non-refundable. The rates accepted through online registration or in any Order Form are valid for the Subscription Term and thereafter may be subject to adjustment . Subscriber is responsible for paying all Taxes, and all Taxes are excluded from any fees set forth through online registration or through any applicable Order Form. If Subscriber is required by Law to withhold any Taxes from Subscriber's payment, the fees payable by Subscriber will be increased as necessary so that after making any required withholdings, MaestroQA receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such withholdings been made. Any late payments will be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

7.3. **Subscription Modification.** If Subscriber chooses to upgrade its service or increase the number of support personnel graded during the Subscription Term, any incremental fees will be prorated over the remaining period of such Subscription Term in the amount and pursuant to the invoicing schedule set forth through online registration or through any applicable Order Form. No refunds or credits for Subscription fees or payments will be provided if Subscriber elects to downgrade its service. Downgrading service may cause loss of content, features, or capacity of the service as available to Subscriber and MaestroQA does not accept any liability for such loss.

7.4. **Payment Via Credit Card.** If you are purchasing the Services via credit card, debit card or other payment card ("**Credit Card**") the following terms apply :

- a. Recurring Billing Authorization. By providing Credit Card information and agreeing to purchase any Services, Subscriber hereby authorizes MaestroQA (or its designee) to automatically charge Subscriber's Credit Card on the same date of each calendar month (or the closest prior date, if there are fewer days in a particular month) during the Subscription Term for all fees accrued as of that date (if any) in accordance with online registration or the applicable Order Form, information entered into the online billing portal, or

usage in the account. Subscriber acknowledges and agrees that the amount billed and charged each month may vary depending on Subscriber's Subscription terms.

- b. Foreign Transaction Fees. Subscriber acknowledges that for certain Credit Cards, the issuer of Subscriber's Credit Card may charge a foreign transaction fee or other charges.
- c. Invalid Payment. If a payment is not successfully settled due to expiration of a Credit Card, insufficient funds, or otherwise, Subscriber remains responsible for any amounts not remitted to MaestroQA and MaestroQA may, in its sole discretion, either (i) invoice Subscriber directly for the deficient amount; (ii) continue billing the Credit Card once it has been updated by Subscriber (if applicable); or (iii) terminate this Agreement.
- d. Termination of Recurring Billing. In addition to any termination rights set forth in this Agreement, Subscriber may terminate the Subscription Term by sending MaestroQA notice of non-renewal to team@maestroqa.com with termination effective at the end of the current Subscription Term. As set forth in Section 2.5 (Trial Subscriptions), if Subscriber does not enter into a paid Subscription Term following a Trial Period, this Agreement and Subscriber's right to access and use the Services will terminate at the end of the Trial Period and Subscriber's Credit Card will not be charged.
- e. Payment of Outstanding Fees. Upon any termination or expiration of the Subscription Term, MaestroQA will charge Subscriber's Credit Card (or invoice Subscriber directly) for any outstanding fees for Subscriber's use of the Services during the Subscription Term, after which MaestroQA will not charge Subscriber's Credit Card for any additional fees.

7.5. Suspension of Service. If Subscriber's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), MaestroQA reserves the right to suspend Subscriber's access to the Services without liability to Subscriber until such amounts are paid in full. MaestroQA also reserves the right to suspend Subscriber's access to the Services without liability to Subscriber if Subscriber's or any of its Permitted Users' use of the Services is in violation of the AUP.

8. Term and Termination

8.1. Term. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Trial and Subscription Terms.

8.2. Termination for Cause. Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

8.3. Effect of Termination. Upon any expiration or termination of this Agreement, Subscriber will immediately cease any and all use of and access to all Services (including any and all related MaestroQA Technology) and delete (or, at MaestroQA's request, return), any MaestroQA passwords or access codes and any other MaestroQA

Confidential Information in its possession. Provided this Agreement was not terminated for Subscriber's breach, Subscriber may retain and use internally copies of all reports exported from any Service prior to termination.

8.4. Subscriber Data Upon Termination. Upon request by Subscriber made within thirty (30) days after expiration or termination of this Agreement, MaestroQA will make Subscriber Data available to Subscriber for export or download. After such 30-day period, Subscriber will have no further access to any Subscriber Data input into any Service, and MaestroQA may delete any Subscriber Data. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

8.5. Survival. All payment terms of this Agreement and any provision that expressly states that it will survive or which, by its nature, must survive the completion, expiration, termination or cancellation of this Agreement, will survive the completion, expiration, termination or cancellation of this Agreement.

9. Warranty Disclaimer

Warranty Disclaimer. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER MAESTROQA NOR ANY MAESTROQA PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. MAESTROQA DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, FREE FROM VIRUS OR OTHER MALICIOUS CODE OR ERROR-FREE, NOR DOES MAESTROQA WARRANT THAT IT WILL REVIEW THE SUBSCRIBER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE SUBSCRIBER DATA WITHOUT LOSS OR CORRUPTION. MAESTROQA SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF MAESTROQA. SUBSCRIBER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. Professional Services

If agreed between the parties, MaestroQA will provide the professional consulting services ("**Professional Services**") set forth in an Order Form referencing this Subscription Agreement and executed by both parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Unless Professional Services are provided on a fixed-fee basis, Subscriber will pay MaestroQA at the per-hour rates set forth in the Order Form for any excess services. Subscriber will reimburse MaestroQA for reasonable travel and lodging expenses as incurred. Subscriber may use anything delivered as part of the Professional Services in support of authorized use of the Services and subject to the terms regarding Subscriber's rights to use the Service set forth in Article 2 (MaestroQA Services) and any applicable Order Form, but MaestroQA will retain all right, title and interest in and to any such work product or deliverables and any derivative, enhancement or modification thereof created by MaestroQA (or its agents).

11. Limitation of Remedies and Damages

11.1. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR DEATH OR PERSONAL INJURY CAUSED BY MAESTROQA'S GROSS NEGLIGENCE OR FRAUDULENT MISREPRESENTATION, IN NO EVENT SHALL THE MAESTRO PARTIES BE LIABLE FOR ANY (A) ERROR OR INTERRUPTION OF USE OF THE SERVICES OR FOR LOSS, ALTERATION, INACCURACY, CORRUPTION OR DISCLOSURE OF DATA (INCLUDING SUBSCRIBER DATA) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (B) FAILURE OF SECURITY MECHANISMS, OR INTERRUPTION OF BUSINESS; (C) MATTERS BEYOND MAESTROQA'S REASONABLE CONTROL; OR (D) ANY AMOUNTS THAT, IN THE AGGREGATE, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY SUBSCRIBER TO MAESTROQA FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT MAESTROQA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 11.1 APPLY (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF MAESTROQA IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION ,AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF SUBSCRIBER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limit's the application of the provisions of this Section 11.1, MaestroQA's liability will be limited to the maximum extent permissible.

11.2. **Consequential Damages.** Notwithstanding any other Section of this Agreement, In no event shall either the MaestroQA Parties or Subscriber be liable to the other party for any loss of profits, business or goodwill or for indirect, special, incidental, reliance or consequential damages of any kind, arising out of or related to this Agreement or the Services, even if informed of the possibility of such damages in advance

11.3. Any claims or damages that Subscriber may have against Subscriber shall only be enforceable against MaestroQA and not any of its officers, directors, representatives or agents.

12. Indemnification

12.1 **Indemnification by Subscriber.** Subject to Article 11, Subscriber will indemnify, defend and hold harmless the MaestroQA Parties from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (i) a breach or alleged breach by Subscriber of the terms of this Agreement or any of the representations and warranties contained herein; (ii) use of the Service by Subscriber, Subscriber Personnel and other Permitted Users in breach of this Agreement.

12.2 **Indemnification by MaestroQA.** Subject to Article 11, MaestroQA will indemnify, defend and hold harmless Subscriber from and against any and all third party claims arising out of or of in connection with (i) a breach or alleged breach by MaestroQA of the terms of this Agreement or any of the representations or warranties contained herein; or (ii) a claim that the Services infringe a U.S. patent, U.S. copyright, or U.S. trademark and will indemnify and hold harmless Subscriber from and against any damages and costs finally

awarded against Subscriber or agreed in settlement by MaestroQA (including reasonable attorneys' fees) resulting from such claim. If Subscriber's use of a Service is (or in MaestroQA's opinion is likely to be) enjoined, if required by settlement or if MaestroQA determines such actions are reasonably necessary to avoid material liability, MaestroQA may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Subscriber the right to continue using such Service; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement and refund to Subscriber the fees paid by Subscriber for the portion of the Subscription Term that was paid by Subscriber but not rendered by MaestroQA. The foregoing indemnification obligation of MaestroQA will not apply: (a) if such Service is modified by any party other than MaestroQA, but solely to the extent the alleged infringement is caused by such modification; (b) if such Service is combined with products or processes not provided by MaestroQA, but solely to the extent the alleged infringement is caused by such combination; (c) to any unauthorized use of such Service; (d) to any action arising as a result of Subscriber Data or any third-party deliverables or components contained within such Service; (e) to the extent the alleged infringement is not caused by the particular technology or implementation of the Service but instead by features common to any similar product or service; or (f) if Subscriber settles or makes any admissions with respect to a claim without MaestroQA's prior written consent. THIS ARTICLE 12 SETS FORTH MAESTROQA'S AND ITS SUPPLIERS' SOLE LIABILITY AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

12.3 With respect to any claim that may form the basis of an indemnity under this Article 12, the party seeking indemnification (the "**Indemnified Party**") shall give prompt notice of such claim to the other party (the "**Indemnifying Party**") as well as the opportunity to defend, compromise, and settle such claim with counsel selected by the Indemnifying Party, and shall fully cooperate in the course thereof; provided, however, that the Indemnifying Party shall not enter into any compromise or settlement that shall have the effect of creating any liability or obligation, whether legal or equitable, on the part of the Indemnified Party without the Indemnified Party's prior written consent, and no such compromise or settlement is hereby authorized unless the Indemnified Party receives a complete release of liability under such compromise or settlement. The Indemnified Party's failure to give notice pursuant to this subsection shall not relieve the Indemnifying Party from its indemnification obligations except to the extent, if any, that the Indemnifying Party is actually prejudiced as a result of such failure. The Indemnified Party shall have the right to participate in any action brought pursuant to this Article 12 with legal counsel of its choice at its own expense. The provisions of this Article 12 shall survive the expiration or earlier termination of this Agreement.

13. Confidential Information

Each party (a "**Receiving Party**") agrees that all, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any MaestroQA Technology, performance information relating to any Services, and the terms and conditions of this Agreement will be deemed Confidential Information of MaestroQA without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential

Information to third parties other than as set forth in this Agreement and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, Contractors and other representatives having a legitimate need to know (including, for MaestroQA, the third party service providers referenced in Section 3.1 (Subcontractors)), provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Article 13 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Article 13. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided, to the extent not prohibited by applicable law, the Receiving Party notifies the Disclosing Party in advance and cooperates, to the extent commercially reasonable, in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief without the requirement of posting a bond in addition to whatever other remedies it might have at law.

14. California consumer Privacy Act Certification

The parties agree that in connection with this Agreement, MaestroQA is a “service provider” and not a “third party” as those terms are defined in the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., (“CCPA”) Maestro QA agrees that it shall not (i) sell personal information received in connection with this Agreement; (ii) retain, use or disclose such personal information for any purpose other than for the specific purpose of performing the services specified in this Agreement, including retaining, using or disclosing such personal information for a commercial purpose other than providing the services specified in this Agreement; or (iii) retain, use or disclose such personal information outside of the direct business relationship created pursuant to this Agreement. MaestroQa hereby certifies that it understands its obligations under the CCPA and will comply with them.

15. Publicity

Nothing in this Agreement shall prevent either party from making any statement about its business relationship with the other or otherwise making public or private statements in the normal course of its business that do not disclose the specific terms of this Agreement. Neither party will publicly or privately disparage the other party or its services or business. Subscriber hereby grants to MaestroQA a limited, non-transferable license to use its name, logos and other graphical representation for the sole purpose of listing Subscriber as a customer on the MaestroQA website or within other MaestroQA marketing materials.

16. General Terms

16.1. **Assignment** . This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement to an Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 15.1 will be null and void.

16.2. **Severability**. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

16.3. **Governing Law; Dispute Resolution.**

a) Direct Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, whether arising in contract, tort or otherwise, ("**Dispute**"), the parties shall first use their best efforts to resolve the Dispute. If a Dispute arises, the complaining party shall provide written notice to the other party in a document specifically entitled "Initial Notice of Dispute," specifically setting forth the precise nature of the dispute ("**Initial Notice of Dispute**"). If an Initial Notice of Dispute is being sent to MaestroQA it must be emailed to team@maestroqa.com and sent via mail to:

MaestroQA
33 W 17th Street, 8th Floor
New York, NY 10011

Following receipt of the Initial Notice of Dispute, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution of the Dispute that is satisfactory to both parties ("**Direct Dispute Resolution**"). If the parties are unable to reach a resolution of the Dispute through Direct Dispute Resolution within thirty (30) days of the receipt of the Initial Notice of Dispute, then the Dispute shall subsequently be resolved by arbitration as set forth below.

b) Arbitration. IN THE EVENT THAT A DISPUTE BETWEEN THE PARTIES CANNOT BE SETTLED THROUGH DIRECT DISPUTE RESOLUTION, AS DESCRIBED ABOVE, THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION. BY AGREEING TO ARBITRATE, THE PARTIES AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL. The arbitration shall be conducted before a single neutral arbitrator, before JAMS in New York, NY. The arbitration shall be administered by JAMS in accordance with this document and the JAMS Streamlined Rules and Procedures for the Arbitration, with one addition: The limitation of one discovery deposition per side shall be applied by the arbitrator, unless it is determined, based on all relevant circumstances, that more depositions are warranted. The arbitrator shall consider the amount in controversy, the complexity of the factual issues, the number of parties and the diversity of their interests and whether any or all of the claims appear, on the basis of the pleadings, to have sufficient merit to justify the time and expense associated with the requested discovery.

The arbitration will occur in New York, NY, but the parties may choose to appear by person, by phone, by another virtual means, or through the submission of documents.

The arbitrator will issue a ruling in writing. Any issue concerning the extent to which any dispute is subject to arbitration, the applicability, interpretation, or enforceability of this agreement shall be resolved by the arbitrator. To the extent state law is applicable, the arbitrator shall apply the substantive law of New York.

All aspects of the arbitration shall be treated as confidential and neither the parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. The result of the arbitration shall be binding on the parties and judgment on the arbitrator's award may be entered in any court having jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

c) Choice of Law and Jurisdiction. FOR ANY CLAIM WHICH IS NOT SUBJECT TO THIS DISPUTE RESOLUTION PROVISION, SUBSCRIBER AGREES TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN NEW YORK, NEW YORK. IN ANY DISPUTE, NEW YORK LAW SHALL APPLY.

d) Construction and Joinder. THIS AGREEMENT MUST BE CONSTRUED AS IF IT WAS JOINTLY WRITTEN BY BOTH PARTIES. BOTH SUBSCRIBER AND MAESTROQA AGREE THAT EACH MAY BRING OR PARTICIPATE IN CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. NO ARBITRATION OR CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. IN THE EVENT OF ANY DISPUTE CONCERNING THE VALIDITY OR ENFORCEABILITY OF THIS PROVISION, SUCH CLAIM MUST BE ADJUDICATED BY A COURT AND NOT BY AN ARBITRATOR.

e) Injunctive Relief. Notwithstanding the above provisions, MaestroQA may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any court or jurisdiction.

16.4. **Notice.** Any notice or communication required or permitted under this Agreement will be in writing to the parties at the address provided through online registration or set forth on the Order Form in the case of Subscriber and at the address set forth in Section 15.3 in the case of MaestroQA or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if sent via email to the e-mail address used for registration, subject to actual non-automatic confirmation of receipt; (c) if given by overnight courier service, the first business day following dispatch; or (d) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

16.5. **Waivers.** No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

16.6. **Amendment.** This Agreement may not be amended without the written consent of both parties.

16.7. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Subscriber acknowledges that the Services are on-line, subscription-based products, and that MaestroQA may make changes to the Services.

16.8. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to a Force Majeure Event.

16.9. **Subpoenas.** Nothing in this Agreement prevents MaestroQA from disclosing Subscriber Data to the extent required by law, subpoenas, or court orders, but MaestroQA will use commercially reasonable efforts to notify Subscriber where permitted to do so.

16.10. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent

16.11. **Export Control.** In its use of the Services, Subscriber agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) Subscriber represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) Subscriber will not (and will not permit any of its users to) access or use the Services in violation of any U.S. export embargo, prohibition or restriction; and (c) Subscriber will not submit to the Services any information that is controlled under the U.S. International Traffic in Arms Regulations

16.12. **Non-Exclusivity.** Nothing herein shall prevent MaestroQA from entering into any further agreements or business relationships, nor prevent MaestroQA from conducting similar business with others as long as MaestroQA observes its obligations under this Agreement