

QRI AI, LLC

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PMB 43241
Houston, TX 77080
Phone: 713.485.8800



END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT (this “EULA”) is made and entered into as of Effective Date listed in the attached Subscription Agreement (the “Subscription Agreement”), by and between QRI AI, LLC (“QRI AI”), and the customer named in the attached Subscription Agreement (“Customer”). By Customer executing the attached Subscription Agreement, it agrees to the terms of this EULA and the Terms of Service and Privacy Policy separately listed on the QRI AI’s website.

1. DEFINITIONS.

“**Affiliate**” means, with respect to a party, any entity which directly or indirectly Controls, is Controlled by or is under common Control with such party.

“**Agreement**” means this Services Agreement, the Subscription Agreement, any Addendum thereto Subscription Agreement, and the SOW, if applicable.

“**Control**” means ownership, directly or indirectly, of more than fifty percent (50%) of the voting interests of the subject entity or the possession, directly or indirectly, of the power to direct the management and policies of the subject entity by contract.

“**Confidential Information**” shall have the meaning ascribed to it in Section 9.1 of this Agreement.

“**Customer**” shall have the meaning set forth in the Preamble.

“**Customer Contact**” means an internal Customer resource listed on the Subscription Agreement who is knowledgeable about Customer’s use of the QRI AI SpeedWise® Machine Learning (“SpeedWise® ML”, “SML”) Offering and authorized by Customer to communicate with QRI AI’s support team.

“**Customer Data**” means the names, email addresses, passwords and notification preferences of Users.

“**Documentation**” means the applicable data sheet(s) provided by QRI AI with the QRI AI SpeedWise Machine Learning Offering.

“**Effective Date**” shall have the meaning set forth in the preamble.

“**Emergency Maintenance**” means downtime of the QRI AI SpeedWise Machine Learning Offering, outside of the Maintenance Window, due to the application of urgent patches or fixes or other urgent maintenance, that QRI AI needs to apply as soon as possible.

“**Force Majeure**” shall have the meaning set forth in Section 12.7.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Maintenance Window” means a window of time during which the QRI AI SpeedWise Machine Learning may be down for maintenance, which window is during the hours of (i) midnight (Friday-Saturday) to 7:00 a.m. Saturday U.S. Central Time; and (ii) midnight (Saturday-Sunday) to 7:00 a.m. Sunday U.S. Central Time.

“Privacy Policy” are the terms set forth in the Privacy Policy on QRI AI’s website applicable to the QRI AI SpeedWise Machine Learning Offering.

“QRI AI SpeedWise® Machine Learning” means the generally available and implemented modules of QRI AI’s Web-based SpeedWise Machine Learning service offering, including updates thereto from time to time, that is accessible through a web browser.

“QRI AI” shall have the meaning set forth in the preamble.

“Reports” means all customized SpeedWise Machine Learning reports provided by the QRI AI SpeedWise Machine Learning Offering to the Users either in human-readable form, electronically or non-electronically. Reports are Confidential Information of QRI AI.

“SOW” means any statement(s) of work entered into by QRI AI and Customer pursuant to this Agreement.

“Subscription Agreement” means the order form attached hereto to be signed by Customer and that will specify the subscription term, the maximum number of Users, technical specifications for different pricing tiers, the fees payable by Customer for the QRI AI SpeedWise Machine Learning Offering and the costs of any services (including training services and support and maintenance services) that QRI AI will provide based on the subscription term and any renewals thereof. The terms of such order form are incorporated herein by this reference.

“System Availability” means the average percentage of total time during which the QRI AI SpeedWise Machine Learning Offering is available to Customer, where a computation of the total time excludes (i) the Maintenance Window; (ii) Emergency Maintenance; (iii) delays due to a Force Majeure Event, as defined below; (iv) delays caused by equipment provided by Customer (or its service providers), data uploaded by Customer (including delays resulting from viruses or other malicious code contained in data uploaded by Customer), misuse by Users or voluntary down periods initiated by Customer; or (v) delays caused by systems outside of the QRI AI SpeedWise Machine Learning Offering, including, but not limited to, Customer’s network, or by illegal third party activity (e.g., virus attack or network intrusion attempts).

“Taxes” means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including VAT (subject to reverse charge), GST (subject to reverse charge), excise, sales, use or withholding taxes, and any associated interest and penalties.

“Terms of Service” are the Terms of Service set forth on QRI AI’s website applicable to the QRI AI SpeedWise Machine Learning Offering.

“Users” means Customer’s and its Affiliates’ employees, agents, contractors, consultants or other individuals who are authorized by Customer to use the QRI AI SpeedWise Machine Learning Offering and the Reports, subject to the limitations set forth in Subscription Agreement.

2. PROVISION OF QRI AI SPEEDWISE MACHINE LEARNING OFFERING.

2.1 QRI AI shall make the QRI AI SpeedWise Machine Learning Offering available to Customer and its Users in accordance with this Agreement, including the Subscription Agreement (and any Addendum thereto) and any SOW, as each may be Subscription Agreement amended by the parties from time to time.

2.2 Customer agrees that its purchase of User subscription(s) for the QRI AI SpeedWise Machine Learning Offering is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written statements made by QRI AI, with respect to future functionality or features, subject to the express terms of this Agreement.

3. USE OF QRI AI SPEEDWISE MACHINE LEARNING SERVICE. For all individual subscription orders, the User will be responsible for designating his or her username and password. QRI AI will manage the User lists for Customer accounts, which lists may be changed by Customer upon written notice (which may be by email) to QRI AI.

3.1 Customer is responsible for administering usernames and passwords and for all activities conducted under its Usernames and passwords that will enable Users to and for its Users’ compliance with this Agreement.

3.2 Customer shall use the QRI AI SpeedWise Machine Learning Offering in compliance with this Agreement and the Terms of Service and solely for its (and its Affiliates’) internal business purposes and in compliance with applicable law. Customer shall NOT: (i) resell, sublicense, distribute, lease, time-share or otherwise make available to any third party that is not a User the QRI AI SpeedWise Machine Learning Offering (or any part thereof) or any information or functionality that is made available through the QRI AI SpeedWise Machine Learning Offering; (ii) transmit or store infringing or unlawful material in the QRI AI SpeedWise Machine Learning Offering; (iii) knowingly transmit or store Malicious Code in the QRI AI SpeedWise Machine Learning Offering, use any robot, spider, or other automated method to access, download, or reproduce any Confidential Information of QRI AI (other than Reports) or other information made available through the QRI AI SpeedWise Machine Learning Offering in a way that causes a denial of service for other users or interferes with or unduly burdens performance or manipulate or modify in any way any software code that comprises the QRI AI SpeedWise Machine Learning Offering; (iv) attempt to gain unauthorized access to, or disrupt or interfere with the integrity or performance of, the QRI AI SpeedWise Machine Learning Offering or the data contained therein; (v) modify, copy or create derivative works based on the QRI AI SpeedWise Machine Learning Offering (or any part thereof) or any information or functionality that is made available through the QRI AI SpeedWise Machine Learning Offering; (vi) reverse engineer the QRI AI SpeedWise Machine Learning Offering (or any part thereof) or any functionality that is made available through the QRI AI SpeedWise Machine Learning Offering; (vii) access the QRI AI SpeedWise Machine Learning Offering for the purpose of building a competitive product or service or copying its features or user interface or otherwise using or exploiting any intellectual property rights of QRI AI

underlying the QRI AI SpeedWise Machine Learning Offering in a manner that is not authorized herein; (viii) use the QRI AI SpeedWise Machine Learning Offering, or permit it to be used, for purposes of product evaluation or other comparative or competitive analysis that is intended for publication or disclosure to third parties without QRI AI's prior written consent; (ix) permit access to the QRI AI SpeedWise Machine Learning Offering by any person or legal entity not a designated User, including any competitor of QRI or QRI subsidiary, QRI AI, or (x) disclose or make available any User logins or mobile device activation key codes to any third party.

4. INTELLECTUAL PROPERTY OWNERSHIP; LICENSES.

4.1 As between the parties, QRI AI shall own and retain all right, title, and interest in and to the QRI AI SpeedWise Machine Learning Offering (and all information made available through the QRI AI SpeedWise Machine Learning Offering), the Reports and QRI AI Confidential Information, and all intellectual property rights in and to any of the foregoing. As between the parties, Customer shall own and retain all right, title and interest in and to Customer Data and Customer Confidential Information, and all intellectual property rights in and to any of the foregoing.

4.2 Customer hereby grants to QRI and its Affiliates a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets or equity), sublicensable license to use, copy, modify, or distribute, including by incorporating into the QRI AI SpeedWise Machine Learning Offering, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the QRI AI SpeedWise Machine Learning Offering (or any part thereof) or any information or functionality made available through the QRI AI SpeedWise Machine Learning Offering.

4.3 QRI AI hereby grants Customer during the term of this Agreement a non-exclusive, non-transferable, non-sublicensable right, for Users to (1) download and reproduce discrete elements of the SpeedWise Machine Learning Reports, (2) store those Reports on computer systems controlled by Customer, and (3) manipulate, analyze, reformat, print, or display such Reports; provided that QRI AI's confidentiality and proprietary rights legends shall not be removed or obfuscated in any copies of any Reports made by Customer or any Users. Users shall use Reports solely for the benefit of Customer and its Affiliates. Reports shall not be distributed or otherwise made available by Customer to any person or legal entity who is not a User and who is not bound by confidentiality obligations at least as restrictive as those set forth in Section 9. Customer acknowledges that Reports are retained by QRI AI and may be downloaded by Customer for up to ninety (90) days after the date on which they are created but thereafter are destroyed given that the data contained therein is no longer up-to-date and end of such period. Unused Report credits, if applicable, do not rollover to the next monthly period

4.4 All rights or licenses not expressly granted by QRI AI herein are reserved by QRI AI.

5. FEES; RENEWAL.

5.1 Except as otherwise provided in the Subscription Agreement: (i) the fees set forth in the Subscription Agreement hereunder shall be fixed during the committed subscription term of the Subscription Agreement (which shall be for at least one full calendar month), including for purchases of additional Users; (ii) unless Customer elects to make payments by wire transfer, Customer shall pay the subscription fees by credit card at the time Customer submits a completed the Subscription Agreement to QRI AI and is invoiced for the fee for the Initial Payment Period (as defined below); (iii) subsequent subscription term fees under such Subscription Agreement will be invoiced in advance approximately thirty (30) days prior to the start of each subsequent subscription term; and (iv) all amounts are in U.S. dollars, all payments shall be made in U.S. dollars, all purchases of User subscriptions hereunder are non-cancelable and all fees are non-refundable. All amounts set forth in the Subscription Agreement are in U.S. dollars and all payments shall be made in U.S. dollars by credit card or wire transfer. Upon receipt of the invoice for the Initial Payment Period, Customer shall be contacted to provide its credit card information which shall be used to make monthly payments thereafter unless QRI AI is notified by Customer of revised information. If Customer elects instead, it may pay by any fees due by wire transfer of immediately available funds to QRI AI's bank account which information shall be given to Customer upon request.

Customer shall pay the subscription fees as follows:

(a) For the first full calendar month and the initial calendar month if a partial month (the "Initial Payment Period"), the subscription fees shall be paid in full at the time Customer submits a signed and completed Subscription Agreement to QRI AI and receives an invoice indicating the amount due. If the initial calendar month is a partial month, the fees shall be prorated based on the days in the calendar month ending before and commencing on the Start Date.

(b) Fees for each calendar month after the Initial Payment Period shall be due at the beginning of each such calendar month and shall be invoiced at least fifteen (15) days in advance.

(c) Fees for the first calendar month of any renewal term will be invoiced in advance approximately thirty (30) days prior to the start of the renewal term and will be invoiced monthly thereafter at least fifteen (15) days prior to each calendar month during such term. If the Customer notifies QRI AI prior to the commencement of the subsequent subscription term that it does not wish to renew, then Customer will not be charged any fees for the subsequent subscription term.

5.2 Customer may, at its election, allow its subscription to automatically renew at the end of the subscription term set forth on Subscription Agreement for subscription terms equal in length to Customer's immediately preceding subscription term. Fees for automatic renewal terms will be invoiced in advance approximately thirty (30) days prior to the start of each renewal subscription term. Any pricing changes, which will be fixed for the entirety of each of such automatic renewal terms, will be reflected on the first invoice of the renewal term. Customer may turn off automatic renewal at any time by notifying QRI AI in writing (email permitted). Customer

may terminate its subscription during any renewal period upon thirty (30) days' termination notice and if Customer has prepaid fees for a period beyond such thirty (30) day period, such prepaid fees shall be refunded to Customer.

5.3 Except as otherwise agreed by the parties, payment for invoices is due upon the commencement of the calendar month following receipt of the invoice (excluding amounts under reasonable and good faith dispute). If Customer intends to withhold payment of any invoiced amounts by reason of a reasonable and good faith dispute, Customer shall, within fifteen (15) days from receipt of invoice ("Dispute Period"), provide QRI AI a reasonably detailed written explanation of the nature of the dispute, which explanation shall set forth the dollar amounts that are being withheld and the reasons for withholding such amounts. If Customer does not dispute the applicable invoice during the Dispute Period, Customer shall be deemed to have waived any basis for disputing amounts shown as due on such invoice. For avoidance of doubt, Customer shall timely pay all amounts that are invoiced and that are not under reasonable and good faith dispute within the Dispute Period. If Customer fails to pay any amounts due under any invoice within five (5) days after the commencement of a calendar month, QRI AI shall have the right to suspend Customer's ability to access the QRI AI SpeedWise Machine Learning Offering until payment is made. Customer shall reimburse QRI AI for all reasonable costs (including reasonable attorneys' fees) incurred by QRI AI in the collection of overdue amounts.

5.4 Customer shall pay applicable Taxes that are specified by QRI AI or its service provider at the time an order is submitted by Customer or that are specified in an invoice rendered by QRI AI. Customer shall be responsible for and shall pay and hold QRI and QRI subsidiary, QRI AI, harmless from all Taxes (excluding Taxes imposed on QRI AI's net income), fees, duties or charges, imposed by any taxing or governmental authority, whether designated as value-added (VAT), sales, use, gross receipts, property, consumption, excise or other similar Taxes (including any penalties or interest thereon) now in effect or hereafter imposed or based upon or resulting from the fees arising pursuant to this Agreement. All payments from Customer to QRI AI due hereunder shall be made free and clear of and without deduction or withholding for or on account of any Tax, duty or other charges, of whatever nature, imposed by any taxing or governmental authority. If Customer is or was required by law to make any such deduction or withholding from any payment due hereunder to QRI AI, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer to QRI AI will be increased so that, after any such deduction or withholding, the net amount received by QRI AI will not be less than QRI AI would have received had no such deduction or withholding been required.

5.5 Customer shall reimburse QRI AI for all reasonable, pre-approved (by Customer in writing) and appropriately documented travel and related expenses incurred by QRI AI in performing support, training or configuration services for Customer.

5.6 Customer is responsible for monitoring its User and the other use limitations set forth in the Subscription Agreement. If Customer's use of the QRI AI SpeedWise Machine Learning Offering is determined to exceed the level that Customer contracted for, Customer will be invoiced for the additional Users for the period of use through the remainder of the then current subscription term as if Customer had requested an upgrade pursuant to this Subscription Agreement. Appropriate technical solutions may be deployed for QRI AI to avoid Customer

exceeding the level of utilization of QRI AI SpeedWise Machine Learning that Customer contracted for.

5.7 Additional Users beyond the number set forth in the Subscription Agreement and additional User utilization limits per month beyond those specified in the Subscription Agreement may be authorized at any time during the term of this Agreement upon seven (7) days' written notice to QRI AI; provided that any such upgrades shall take effect at the next billing cycle specified in the Subscription Agreement. Customer shall be invoiced for such upgrades at the beginning of the calendar month immediately following the request for the upgrade and the upgrade price shall remain in effect during the applicable term. The price of the upgrade will be apportioned based on the number of days in the applicable term ending before and commencing on the effective date of the upgrade.

5.8 Updates to the current modules will be provided free of charge as part of the support package. These free updates are limited to modules and functionalities available at the time of accepting the subscription. The service provides periodic updates and corrections for bugs and errors. Bug fixes and support for the platform will be provided free of charge to Users.

6. SUPPORT. Upon written notification from the Customer of any malfunction, defect or nonconformity that prevents the QRI AI SpeedWise Machine Learning Offering from performing in accordance with the provisions of this Agreement (or applicable SOW), QRI AI shall use commercially reasonable efforts to correct such malfunction, defect or nonconformity at no additional cost to Customer within a reasonable amount of time.

7. SYSTEM AVAILABILITY WARRANTY. QRI AI warrants at least ninety-seven percent (97%) System Availability over any calendar quarter. Should QRI AI fail to achieve ninety-seven percent (97%) System Availability over a calendar quarter, Customer shall have the right to receive a credit equal to two percent (2%) of its subscription fees for the QRI AI SpeedWise Machine Learning Offering for that calendar quarter, for each one percent (1%) (or portion thereof) by which QRI AI fails to achieve such level; provided that, in no event shall Customer be entitled to a credit in excess of fifteen percent (15%) of its subscription fees for the QRI AI SpeedWise Machine Learning Offering for that calendar quarter. This credit is Customer's sole and exclusive remedy for any breach of this System Availability service level warranty. Claims under this service level warranty must be made in good faith and by submitting a support case within twenty (20) days after the end of the relevant calendar quarter.

8. OTHER WARRANTIES.

8.1 Each party represents and warrants that it has the legal power and authority to enter into and perform under this Agreement.

8.2 QRI AI represents and warrants that (i) it owns or otherwise has sufficient rights in the QRI AI SpeedWise Machine Learning Offering to grant to Customer the rights granted herein; and (ii) it will implement commercially reasonable security procedures for the QRI AI SpeedWise Machine Learning Offering.

8.3 EXCEPT AS EXPRESSLY PROVIDED HEREIN, QRI AI MAKES NO WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. QRI AI DOES NOT WARRANT THAT THE QRI AI SPEEDWISE MACHINE LEARNING OFFERING WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER AGREES AND ACKNOWLEDGES THAT NO RESULTS ARE GUARANTEED WITH RESPECT TO THE USE OF THE QRI AI SPEEDWISE MACHINE LEARNING OFFERING OR ANY REPORTS, THAT QRI AI IS NOT RESPONSIBLE FOR ANY FAILURES, INACCURACIES OR DELAYS BY THIRD PARTY VENDORS FROM WHICH QRI AI OBTAINS DATA OR INFORMATION ON WHICH THE QRI AI SPEEDWISE MACHINE LEARNING OFFERING RELIES AND THAT ANY FORWARD-LOOKING STATEMENTS MADE IN CONNECTION WITH THE QRI AI SPEEDWISE MACHINE LEARNING OFFERING ARE SUBJECT TO THE USUAL RISK FACTORS AND UNCERTAINTIES ASSOCIATED WITH BUSINESS OPERATIONS AND THE ACTUAL OUTCOME MAY BE MATERIALLY DIFFERENT BY REASON OF FACTORS OUTSIDE THE CONTROL OF QRI AI.

9. CONFIDENTIALITY.

9.1 As used herein, “Confidential Information” means all confidential and proprietary information of a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”), whether orally or in writing, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, but not limited to, the terms and conditions of this Agreement (including pricing and other terms reflected in Subscription Agreement), the Reports, the Customer Data, the QRI AI SpeedWise Machine Learning Offering, User logins, User mobile device activation key codes, business and marketing plans, technology and technical information, product designs, trade secrets and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without restriction on use or disclosure; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is rightfully received from a third party without restriction on use or disclosure.

9.2 Receiving Party shall not use or disclose any Confidential Information of Disclosing Party other than to exercise its rights and/or perform its obligations under this Agreement, except with Disclosing Party’s prior written consent or as otherwise required by law or legal process. Notwithstanding the foregoing, each party may disclose the Confidential Information of the other party to its employees, consultants, Affiliates or other agents who have a bona fide need to know such Confidential Information; provided, that each such employee, consultant, Affiliate or agent is bound by confidentiality obligations at least as protective as those set forth herein and, in the case of Reports, Customer as the Receiving Party may distribute copies of Reports only to Users. Receiving Party shall protect the confidentiality of Disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party’s Confidential Information.

9.3 If Receiving Party is compelled by law or legal process to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if Disclosing Party wishes to contest the disclosure.

9.4 If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of this Section 9, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies may be inadequate.

9.5 Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information for five (5) years and, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information. Notwithstanding the foregoing, any Confidential Information of QRI AI relating to the QRI AI SpeedWise Machine Learning Offering that constitutes a trade secret of QRI AI shall be maintained as confidential by Customer for so long as such Confidential Information remains protected as a trade secret.

10. INDEMNIFICATION BY QRI AI.

10.1 QRI AI, at its sole cost, shall defend or settle any claims, demands, suits or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the QRI AI SpeedWise Machine Learning Offering in accordance with the terms of this Agreement infringes or misappropriates the patents, copyrights, trademarks or trade secrets of such third party; provided, that Customer (a) promptly gives written notice of the Claim to QRI AI; (b) gives QRI AI control of the defense and settlement of the Claim (provided that Customer may participate in such defense at its own expense and that QRI AI may not settle any Claim in a manner that admits liability on behalf of Customer without Customer's consent, which shall not be unreasonably withheld or delayed); and (c) provides to QRI AI, at QRI AI's expense, reasonable assistance in connection with the defense and settlement of the Claim. QRI AI shall pay any damages and expenses finally awarded against Customer and settlements agreed to in accordance with this Section 10.1 and any reasonable costs and expenses (including reasonable legal fees) incurred by Customer that are directly attributable to such Claim or that result from QRI AI failing to timely assume the defense of such Claim.

10.2 In the event a Claim is made to which Section 10.1 is applicable or if in QRI AI's reasonable opinion such a Claim is likely to be made, QRI AI may, at its sole option and expense: (i) procure for Customer the right to continue using the QRI AI SpeedWise Machine Learning Offering under the terms of this Agreement; or (ii) replace or modify the QRI AI SpeedWise Machine Learning Offering to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably practicable, QRI AI may terminate this Agreement and refund to Customer all prepaid fees for the remainder of its subscription term after the date of termination.

10.3 Notwithstanding the foregoing, QRI AI shall have no liability for any Claim under Section 10.1 to the extent such liability is the result of (i) modifications to the QRI AI SpeedWise Machine Learning Offering by Customer or its agents or representatives; or (ii) the use or combination of the QRI AI SpeedWise Machine Learning Offering with any other item not

provided by QRI AI where in the absence of such use or combination, the QRI AI SpeedWise Machine Learning Offering alone would not have resulted in an infringement.

10.4 This Section 10 represents QRI AI's entire obligation and Customer's exclusive remedy regarding any third-party intellectual property infringement, misappropriation and related Claims.

11. TERM AND TERMINATION.

11.1 This Agreement commences on the Effective Date and continues until all User subscriptions purchased in accordance with this Agreement have expired or been terminated. The subscription term of set forth in the Subscription Agreement commences on the Start Date as set forth in the Subscription Agreement and continues for the subscription term specified in the Subscription Agreement. Unless automatic renewal has been turned off by Customer as indicated in the Subscription Agreement, the subscription term of set forth in the Subscription Agreement shall automatically renew for subscription terms equal in length to Customer's immediately preceding subscription term unless Customer gives QRI AI written notice (email acceptable) of non-renewal prior to the commencement of the relevant subscription term.

11.2 A party may terminate this Agreement for cause: (i) upon ten (10) days written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such period; (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; or (iii) if either party undergoes a change of Control as a result of which a direct competitor of the other party acquires Control of such party. Upon any termination for cause by Customer, QRI AI shall refund Customer any prepaid fees for the remainder of its subscription term after the date of termination.

11.3 Customer shall have the ability to export or retrieve its SpeedWise Machine Learning Reports from the QRI AI SpeedWise Machine Learning Offering that have been created in during the ninety (90) day period prior to the end of its subscription term. After the effective date of termination, QRI AI shall have no obligation to maintain or provide any Reports created by Customer prior to the date of termination and shall thereafter delete all Reports in its systems or otherwise in its possession or under its control. Customer shall cease all use of the QRI AI SpeedWise Machine Learning Offering upon termination or expiration of this Agreement.

11.4 Any terms and conditions of this Agreement that by their nature extend beyond expiration or termination hereof, shall survive, including, but not limited to, Section 4.1, Section 4.2, Sections 9-10, Section 11.3, this Section 11.4, Section 12, the Subscription Agreement and any Addendum thereto.

12. MISCELLANEOUS.

12.1 If Customer is a federal government entity, QRI AI provides the QRI AI SpeedWise Machine Learning Offering, including related software and technology, for ultimate federal government end use solely in accordance with the following: Technical data and computer software rights related to the QRI AI SpeedWise Machine Learning Offering include only those rights customarily provided to the public as set forth in this Agreement. The license rights

hereunder are provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included as part of this Agreement.

12.2 Either party may include the other’s name in customer or vendor lists.

12.3 The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third-party beneficiaries to this Agreement.

12.4 Notices shall be in writing (email permitted) and effective upon receipt and shall be sent, in the case of Customer, to the addresses and contacts set forth in the Subscription Agreement and for QRI AI notices shall be sent to Sy Salerian at Sy.Salerian@qrigroup.com.

12.5 No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties hereto. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or in any other order document (other than the Subscription Agreement, SOW, the Terms of Service or other mutually executed order document expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. This Agreement (together with the Subscription Agreement, Terms of Service, the Privacy Policy and any SOW, as applicable) represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written, oral or otherwise, concerning its subject matter. In the event of a conflict between any schedule or attachment to this Agreement, the order of precedence shall be as follows: the Subscription Agreement and any Addendum thereto, the SOW, if applicable, the Privacy Policy, the Terms of Service and this EULA.

12.6 No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.

12.7 Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party’s reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, pandemics or other labor problems (excluding those involving such party’s employees), internet or other service disruptions involving hardware, software or power systems not within such party’s possession or reasonable control, and denial of service attacks (each a “Force Majeure Event”).

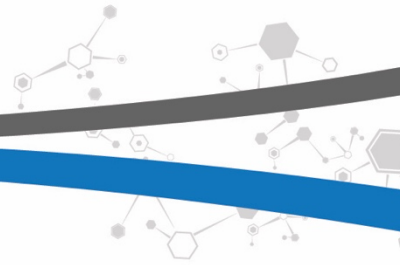
12.8 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably

withheld). Notwithstanding the foregoing, (i) either party may assign this Agreement in its entirety (including the Subscription Agreement) to a successor in interest in connection with a merger, reorganization or sale of all or substantially all assets or equity not involving, in the case of Customer, a direct competitor of QRI AI; and (ii) QRI AI may assign its rights and obligations relating to support or training on or configuration of the QRI AI SpeedWise Machine Learning Offering to an Affiliate. Any attempted assignment in breach of this Section 11.8 shall be void. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 The Subscription Agreement and any Addendum thereto may be executed by facsimile, by electronic signature or in .PDF format (with the same force and effect as an original signature) and in counterparts.

QRI AI, LLC

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Phone: 713.485.8800



SUBSCRIPTION AGREEMENT

⇒ This Subscription Agreement (this “Subscription Agreement”), dated as of _____ 202__ (the “Effective Date”) is between QRI AI, LLC (“QRI AI”) and _____ (“Customer”). By executing this Subscription Agreement, Customer accepts the terms of the Service Agreement to which this Subscription Agreement is attached (the “Service Agreement”), and the Terms of Service and Private Policy applicable to SpeedWise[®] Machine Learning (“SpeedWise[®] ML”, “SML”) on QRI AI’s website.

A. Description of Terms:

Standard Pricing: SML is offered as a Professional Edition and an Enterprise Edition. The standard price and technical specifications for the SML Professional Edition are described here. Pricing and Terms of the Enterprise Edition will be agreed upon by QRI AI and the Customer and described in a contract Addendum.

- **SML Professional Edition: \$300/month per account**
- **The offering includes 20 hours of CPU usage per month (overage charges of \$20 per CPU hour will be included at the time of billing if incurred)**
- **Optional team license for collaborative features.**

Number “Users” Allowed Per Account: The number of users per account are described here. Users may not share their passwords or usernames with third parties to enable them access to the offering.

- SML Professional Edition: Only 1 user (i.e., this will be an individual SML account)

Technical Specifications for Different SML Pricing Tiers Per Account: A table summarizing the technical specifications per SML account is presented here:

B. Subscription Order:

This EULA reflects an SML commercial contract for SML Professional Edition to begin on the date the subscription is activated (the “Start Date”). The customer agrees to pay the monthly subscription rate plus additional CPU time indicated in this contract under the Description of Terms.

The customer agrees to monthly auto-renewals of SML according to the terms specified in the Service Agreement subject to cancellation upon thirty (30) days’ notice.

Note: PRICING INFORMATION AND THE OTHER TERMS CONTAINED HEREIN ARE CONFIDENTIAL TO QRI AI AND CUSTOMER AND ARE SUBJECT TO THE CONFIDENTIALITY PROVISIONS OF THE SERVICE AGREEMENT TO WHICH THIS SUBSCRIPTION AGREEMENT IS ATTACHED.

C. **Notices.**

Notices given to Customer shall be sent to the contact information provided by the Customer upon subscription Start Date, or a primary Customer Contact provided by the Customer until QRI AI is notified in writing to the contrary, and all information or direction provided by such Customer Contact shall be binding on Customer and may be relied upon by QRI AI for all purposes of the Agreement.

Notices given to QRI AI shall be sent to the following:

Sy Salerian, VP, Global Services at Sy.Salerian@qrigroup.com

QRI AI, LLC and the undersigned Customer accepts the foregoing terms of this Subscription Agreement (and by its signature, the Services Agreement to which it is attached), effective as of the Effective Date.

QRI AI, LLC	NAME OF CUSTOMER:
<i>By:</i> _____	_____ :
<i>Name:</i> Sy S. Salerian	⇒ <i>By:</i> _____
<i>Title:</i> VP, People & Sales Operations	⇒ <i>Name:</i> _____
<i>Date:</i> _____	⇒ <i>Title:</i> _____
	⇒ <i>Date:</i> _____