

ADDENDUM TO LARAMIE COUNTY CLERK RENEWAL 2026
between
LARAMIE COUNTY, WYOMING and QLESS INC.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and QLess Inc. 21 Miller Alley, Suite 210, Pasadena, California 91101 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide a mobile queuing and appointment platform for use by the County Clerk's Office.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and shall remain in force until January 8, 2027. The Parties have the option to extend the Agreement on a yearly basis through mutual addendums.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the Laramie County Clerk Renewal 2026 attached hereto as Exhibit A, which is fully incorporated herein. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall supply and train staff on a mobile queuing platform along with providing a live dashboard, SMS Survey as outlined in Exhibit A.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, and installation, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or carriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. MODIFICATIONS

A. In Laramie County Clerk Renewal 2026, the following modifications shall be made:

- i. In the paragraph beginning with “Billing will occur...” The sentence “Payment is due net 30” shall be modified to state “Payment is due net 45 days.”
- ii. The following paragraph shall be deleted and have no further force or effect:

“Following the initial Term, this Service Order will automatically renew, continuously and indefinitely, for period equal to the Initial Term (each a “Renewal Term”) unless Customer notifies Qless via email (to billing@qless.com) thirty-days (30) prior to the Term end date.”

- iii. The sentence “Payment is due net 30 upon receipt of a fully executed SaaS Agreement and Service Order” shall be modified to state “Payment is due net 45 days upon receipt of a fully executed SaaS Agreement and Service Order.”

B. In the Terms of Service, the following modifications shall be made:

- i. Under Section 2: Subsection 8 Suspension or Termination of Services , the first sentence shall be modified to state “QLESS may, directly or indirectly, suspend, terminate, or otherwise deny Customer’s, any Authorized User’s, or any other Person’s access to or use of all or any part of the Services or QLESS Materials, without incurring any resulting obligation or liability upon twenty-four hours notice to Customer, if...”
- ii. Under Section 8: Fees Subsection 1, the first sentence shall be modified to state “Customer shall pay all Fees within **forty-five** days after the Effective Date.”
- iii. Under Section 12: Indemnification, paragraph 2 “Customer Indemnification” shall be replaced in its entirety with: “Customer shall indemnify and hold harmless QLESS for all acts, or omissions, which are reckless or the result of willful misconduct of Customer. This section shall not constitute as a waiver of government immunity for Contractor. Nothing in this section shall infer a duty to indemnify, defend, or hold harmless the actions of County to any third party.”
- iv. Section 12: Indemnification, paragraph 3 shall be removed in its entirety.

- v. Section 15: Miscellaneous Subsection 1 shall be struck from the agreement and shall have no further force or effect.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the County. CONTRACTOR is not eligible for COUNTY employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract, and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the work or services furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the competent and safe performance of the work. COUNTY approval of payment for any of the services hereunder shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of the Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Addendum (6 pages), the QLESS Renewal Quote ending eP0AQ dated November 6, 2025 (3 pages) and the QLESS Terms and Conditions (10 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing

provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto, which includes compliance by CONTRACTOR for the management, design and implementation of the web portal. CONTRACTOR agrees that its customer-facing web portal (Kiosk interface) and related public-facing interfaces will be designed and maintained in substantial conformance with applicable accessibility standards, including WCAG 2.1 AA, to the extent required by law. This requirement applies only to public-facing components of the Qless platform and does not extend to internal administrative or non-public system interfaces.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

T. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum, the Laramie County Clerk Renewal 2026 or the Terms of Service, the provisions and conditions set forth in this Addendum shall control.

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ADDENDUM TO LARAMIE COUNTY CLERK RENEWAL 2026
between
LARAMIE COUNTY, WYOMING and QLESS INC.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: QLESS Inc.

By: Al Sejcek Date December 8, 2025
Name: Al Sejcek
Title: Head of Finance

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 12-9-25
Laramie County Attorney's Office



Exhibit A

Quote Reference: 0Q0UK0000043leP0AQ

Laramie County Clerk, WY Renewal Opp 01/08/2026

Company Information:

Laramie County Clerk, WY
310 W 19TH ST STE 1200
Cheyenne WY
82001 United States

Service Order Information:

Quote Created: Nov 6, 2025
Quote Expires: January 8, 2026

Service Order created by:

Melvin Pelaez
melvin.pelaez@qlless.com

Main Contact:

Misty Tinney
misty.tinney@laramiecountywy.gov

Service Order Details:

Subscription Start Date: Jan 9, 2026
Subscription End Date: Jan 8, 2027
Contract terms: 0
Payment Terms: Annually
PO Required: Yes, Before Invoicing
Currency: USD
of Locations:

Contract Signer:

Dale Davis
dale.davis@laramiecountywy.gov

Comments

ITEMS & PRICES

Item / Description	Quantity	List Price	Your Price	Total Price
Mobile Queuing Platform 2 Way SMS - S	1.00	\$10,601.56	10,601.56	\$10,601.56
FlexAppointments - S	1.00	\$3,812.41	3,812.41	\$3,812.41

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105

Item / Description	Quantity	List Price	Your Price	Total Price
Live Dashboard	1.00	\$755.42	755.42	\$755.42
SMS Survey	1.00	\$755.42	755.42	\$755.42
Additional Languages	1.00	\$0.00	0.00	\$0.00
Totals				\$15,924.81

QLESS STANDARD PURCHASE TERMS:

Governing Terms

This Service Order (the "Service Order") is made as of the date of the final signature below (the "Effective Date"), by and between QLess, Inc. ("QLess") and the Customer listed below ("Customer"). This Service Order is subject to the terms and conditions as set forth in the QLess Software as a Service Agreement (the "**SaaS Agreement**"), executed simultaneously with this Service Order. This Service Order, together with the SaaS Agreement, forms the entire agreement between QLess and Customer governing the services described hereunder. All terms of the SaaS Agreement are incorporated herein by this reference. If any terms of this Service Order conflict with the terms of the SaaS Agreement, the SaaS Agreement shall govern. The terms and conditions can be found at www.qless.com/terms.

The Term of this Service Order will commence on the day of receipt of a fully executed SaaS Agreement between QLess and Customer. Following the initial Term, this Service Order will automatically renew, continuously and indefinitely, for a period equal to the initial Term (each a "Renewal Term") unless Customer notifies QLess via email (to billing@qless.com) at least thirty days (30) prior to the Term end date. If Customer wishes to cancel the auto-renewal less than 30 days prior to the Service Order end date, a fee equal to 1/12 of the Service Order cost will be invoiced.

The Fees associated with the Services provided in this Service Order are due and payable upon the execution of the SaaS Agreement.

Additional Payment Terms

If a PO is required for invoicing purposes, please submit the PO to billing@qless.com, to avoid delayed access to the QLess Services. Payment is due net 30, upon receipt of a fully executed SaaS Agreement and Service Order. Customer will be invoiced in USD and payments are to be remitted in USD. Please direct all billing inquiries to billing@qless.com. All amounts are non-cancellable or non-refundable (except as explicitly provided herein or in the MSA). In the event of a conflict between the terms of this Service Order and the SaaS

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105

Agreement and the terms of a Customer PO, the terms of this Service Order and SaaS Agreement shall govern.

**QLess
Hardware**

All free-standing kiosks are pre-ordered and customized for each customer. As a result, all kiosk sales are final and are non-refundable. Due to the custom set-up on each free-standing kiosk, the standard delivery window is 8-12 weeks from the payment date. In case of any malfunction of the hardware (other than free-standing kiosks), Customer is required to notify QLess within 30 days from the receipt of the hardware to remain eligible for replacement or full refund. After thirty days (30) the manufacturer warranty may still be used.

Signatures

QLess, Inc.

[Customer]

(Signature)

(Signature)

Name Melvin Pelaez

Name Dale Davis

Title Customer Success & Rev Ops
Manager

Title _____

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QLESS Terms & Conditions

Software as a Service Agreement

This Software as a Service Agreement (the “**Agreement**”) is by and between QLESS, Inc., (“**QLESS**”), and the customer listed on the applicable Service Order (“**Customer**”) and effective as of the date set forth in the initial Service Order (the “**Effective Date**”). QLESS and Customer may be referred to herein collectively as the “**Parties**” or each individually as a “**Party**.”

WHEREAS, QLESS provides access to its software-as-a-service offerings to its customers, as described in the applicable Service Order, attached hereto;

WHEREAS, Customer desires to access certain software-as-a-service offerings described herein, and QLESS desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

1. “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
2. “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
3. “**Authorized Users**” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.
4. “**Customer Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.
5. “**Customer Systems**” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.
6. “**Documentation**” means any manuals, instructions, or other documents or materials that QLESS provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or QLESS Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
7. “**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity,

confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement.

8. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
9. **"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
10. **"Losses"** means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
11. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
12. **"Process"** means to take any action or perform any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information, or other content[, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **"Processing"** and **"Processed"** have correlative meanings.
13. **"QLESS Materials"** means the Services, Specifications, Documentation, and QLESS Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by QLESS or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or QLESS Systems. For the avoidance of doubt, QLESS Materials include Resultant Data and any information, data, or other content derived from QLESS's monitoring of Customer's access to or use of the Services, but do not include Customer Data.
14. **"QLESS Personnel"** means all individuals involved in the performance of Services as employees, agents, or independent contractors of QLESS or any Subcontractor.
15. **"QLESS Systems"** means the information technology infrastructure used by or on behalf of QLESS or provided by QLESS in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by QLESS or through the use of third-party services.
16. **"Representatives"** means, with respect to a party, that party's and its Affiliates' employees, officers directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.
17. **"Resultant Data"** means data and information related to Customer's use of the Services that is used by QLESS in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
18. **"Services"** means the software-as-a-service offering described in the Service Order.
19. **"Service Order"** means the service order or orders executed by QLESS and the Customer, which may be amended from time to time.
20. **"Specifications"** means the specifications for the Services set forth in the Service Order.
21. **"Third-Party Materials"** means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to QLESS.

2. Services.

1. Access and Use. Subject to and conditioned on Customer's payment of Fees and Customer and its Authorized Users' compliance with the terms and conditions of this Agreement, QLESS hereby grants Customer a non-exclusive, non-transferable (except in compliance with 15.8) right to access and use the Services during the Term, solely for use by

Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. QLESS shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

2. **Documentation License.** Subject to the terms and conditions contained in this Agreement, QLESS hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with 15.6) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
3. **Service and System Control.** Except as otherwise expressly provided in this Agreement, as between the parties, QLESS has and will retain sole control over the operation, provision, maintenance, and management of the QLESS Materials; and Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the QLESS Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or QLESS; (ii) results obtained from any use of the Services or QLESS Materials; and (iii) conclusions, decisions, or actions based on such use.
4. **Reservation of Rights.** QLESS reserves all rights not expressly granted to Customer in this Agreement. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, QLESS Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the QLESS Materials, and the Third-Party Materials are and will remain with QLESS and the respective rights holders in the Third-Party Materials.
5. **Service Management.** Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. Each party shall use commercially reasonable efforts to maintain the same service manager in place throughout the Term. If either party's service manager ceases to be employed by such party or such party otherwise wishes to replace its service manager, such party shall promptly name a new service manager by written notice to the other party.
6. **Changes.** QLESS reserves the right, in its sole discretion, to make any changes to the Services and QLESS Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of QLESS's services to its customers; (ii) the competitive strength of or market for QLESS's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.
7. **Subcontractors.** QLESS may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").
8. **Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, QLESS may, directly or indirectly, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or QLESS Materials, without incurring any resulting obligation or liability, if: (a) QLESS receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires QLESS to do so; or (b) QLESS believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 2.8 does not limit any of QLESS's other rights or remedies, whether at law, in equity, or under this Agreement.

3. Use Restrictions; Service Usage and Data Storage.

1. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Services or QLESS Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this

Agreement; (ii) copy, modify, or create derivative works or improvements of the Services or QLESS Materials; (iii) send or store infringing, obscene, threatening, libelous, hateful or otherwise unlawful, tortious, material, including material harmful to children, violative of third-party privacy rights, encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate a local, state United States or international law; (iv) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vi) attempt to gain unauthorized access to the Services or its related systems or networks; and (vii) violate third-party copyrights, trademarks, or intellectual property rights.

4. Customer Obligations.

1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide QLESS Personnel with such access to Customer's premises and Customer Systems as is necessary for QLESS to perform the Services in accordance with the Availability Requirement and Specifications; and (c) provide all cooperation and assistance as QLESS may reasonably request to enable QLESS to exercise its rights and perform its obligations under and in connection with this Agreement.
2. Effect of Customer Failure or Delay. QLESS is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

5. Service Levels.

1. Service Levels. Subject to the terms and conditions of this Agreement, QLESS will use, in its sole opinion, commercially reasonable efforts to make the Services generally available at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this Section 5.1 (the "**Availability Requirement**"). "**Exceptions**" to the Availability Requirement include:
 - a. scheduled downtime, for which QLESS will provide at least 24 hours advance notice;
 - b. downtime caused by circumstances beyond QLESS's reasonable control, including a Force Majeure Event;
 - c. downtime caused by an act or omission by Customer or any Authorized User, or a Customer Failure;
 - d. failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by QLESS pursuant to this Agreement.
2. Service Support. The Services include QLESS's standard customer support services ("**Support Services**") in accordance with QLESS's SLA then in effect, and attached hereto as **Exhibit A** (the "**Support Exhibit**"). QLESS may amend the Support Exhibit from time to time in its sole discretion.

6. Data Backup. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. QLESS HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

7. Security.

1. QLESS Obligations. QLESS shall not use, disclose or access Customer Data except as authorized by Customer, required to provide and support the Services or to comply with law or as permitted by this Agreement, the Documentation or the Service Order. QLESS shall implement commercially reasonable controls and procedures to limit access or use by its employees and contractors to Customer Data except as permitted by the preceding sentence. QLESS, however, makes no representations or warranties with regard to Customer or any third party's compliance with standards or use of other data security controls.
2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including

computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) all access to and use of the Services and QLESS Materials directly or indirectly by or through the Customer Systems, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8. Fees and Payment.

1. **Fees.** Customer shall pay QLESS the fees ("**Fees**") set forth in the applicable Service Order without offset or deduction. For the avoidance of doubt, Fees are due and payable upon the Effective Date. Customer shall pay all Fees within 30 days after the Effective Date. Customer shall make all payments hereunder in US dollars. All fees are nonrefundable once paid. If Customer fails to make any payment when due then, in addition to all other remedies that may be available (i) QLESS may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse QLESS for all reasonable costs incurred by QLESS in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, QLESS may suspend Customer and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
2. **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on QLESS's income.

9. Confidentiality.

1. **Confidentiality.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under these Terms, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Intellectual Property Rights.

1. **QLESS Materials.** All right, title, and interest in and to the QLESS Materials, including all Intellectual Property Rights therein, are and will remain with QLESS and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the QLESS Materials except as expressly set forth in 2.1 or

the applicable third-party license, in each case subject to 3.1. All other rights in and to the QLESS Materials are expressly reserved by QLESS. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to QLESS an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

2. **Customer Data.** As between Customer and QLESS, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to QLESS, its Subcontractors, and the QLESS Personnel to enforce this Agreement and exercise QLESS's, its Subcontractors', and the QLESS Personnel's rights and perform QLESS's, its Subcontractors', and the QLESS Personnel's obligations hereunder.
3. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to QLESS by mail, email, telephone, orally or otherwise, suggesting or recommending changes to the Services or the QLESS Materials, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), QLESS is free to use such Feedback without any obligation to Customer or any other person, irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to QLESS on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and QLESS is free to use and fully exploit, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although QLESS is not required to use any Feedback.

11. Representations and Warranties.

1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that, (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
2. **Additional Customer Representations, Warranties, and Covenants.** Customer represents, warrants, and covenants to QLESS that (a) Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by QLESS and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law; (b) Customer is now in compliance with and during the Term of the Agreement shall continue to remain in compliance with all applicable U.S. and foreign laws and regulations including but not limited to (i) the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other laws administered by United States Office of Foreign Assets Control or any other governmental authority imposing economic sanctions and trade embargoes, (ii) U.S. export control laws, including the Export Administration Regulations promulgated under the Export Administration Act of 1979 and the International Traffic in Arms Regulations administered by the U.S. Department of State, and (iii) the Foreign Corrupt Practices Act of 1977, as amended; and (c) each of the Authorized Users shall agree to be bound by and comply with this Agreement.
3. **Limited Warranty; Warranty Disclaimer.** QLESS will make commercially reasonable efforts to make the Services available in a professional manner substantially consistent with the level of care, skill, practice and judgment exercised by other professionals in developing and providing Services of a similar nature under similar circumstances. EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, THE SERVICES AND QLESS MATERIALS ARE PROVIDED "AS IS" AND "WHERE IS" AND WITH ALL FAULTS. QLESS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QLESS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR QLESS MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS NOT ENTERED INTO THE AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY CONTAINED HEREIN.

12. Indemnification.

1. QLESS Indemnification.

- a. QLESS shall indemnify, defend, and hold harmless Customer and Customer's officers, directors, employees, agents, successors, and assigns (each, a "**Customer Indemnatee**") from and against any and all Losses incurred by Customer Indemnatee resulting from any Action by a third party (other than an Affiliate of a Customer Indemnatee) that Customer's or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's US Intellectual Property Rights, provided that Customer promptly notifies QLESS in writing of the claim, cooperates with QLESS, and allows QLESS sole authority to control the defense and settlement of such claim.
- b. If such a claim is made or appears possible, Customer agrees to permit QLESS, at QLESS's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If QLESS determines that neither alternative is reasonably available, QLESS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
- c. This Section 12.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by QLESS or authorized by QLESS in writing; (B) modifications to the Services not made by QLESS; (C) Customer Data; or (D) access to or use of the QLESS Materials in combination with any hardware, system, software, network, or other materials or service not provided by QLESS or specified for Customer's use in the Documentation;

2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless QLESS and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**QLESS Indemnatee**") from and against any and all Losses incurred by such QLESS Indemnatee resulting from any Action by a third party (other than an Affiliate of a QLESS Indemnatee) that arise out of or result from, or are alleged to arise out of or result from (a) Customer Data, including any Processing of Customer Data by or on behalf of QLESS in accordance with this Agreement; (b) Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (c) negligence/gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

3. Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND QLESS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND QLESS MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

1. IN NO EVENT WILL QLESS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER QLESS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL QLESS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE LESSER OF THE ACTUAL, DIRECT DAMAGES INCURRED OR THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS PARAGRAPH AND THAT QLESS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN

14. Term and Termination.

1. Term. The term ("**Term**") of this Agreement shall commence on the Effective Date and shall continue thereafter until the termination or expiration, as applicable, of the term for each Service listed on the applicable Service Order, as

may be amended from time to time by the parties, in writing.

2. **Renewal.** Following the initial Term, the Term of this Agreement shall continue for a subsequent period of time that is equal to the duration of the initial Term (each such period, a **"Renewal Term"**) unless either Party elects to terminate this Agreement by giving written notice to the other Party of the election to terminate at least thirty (30) days prior to the expiration of the then-current initial Term or Renewal Term. If Customer wishes to terminate less than 30 days prior to the expiration of the then-current initial Term or Renewal Term, then the Customer will be assessed a termination fee equal to 1/12 of the total Fees under the applicable Service Order. After the initial Term, QLESS may, at least thirty (30) days prior to the expiration of the then-current initial Term or Renewal Term, provide written notice to Customer adjusting the Fees and other costs, fees or prices for such Services.
3. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:
 - a. QLESS may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after QLESS's delivery of written notice thereof; or (ii) breaches any of its obligations under 3.1 or 11;
 - b. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured ten (10) days after the non-breaching party provides the breaching party with written notice of such breach; and
4. **Effect of Termination or Expiration.** Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Services and QLESS Materials and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of QLESS's Confidential Information and certify in writing to QLESS that the QLESS Confidential Information has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. After thirty (30) calendar days following termination of this Agreement for any reason, QLESS shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its system or otherwise in its possession or under its control.
5. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 3.1, Section 8, 9, Section 10 11.3, 12, 13, 14.4, this 14.5, and 15.

15. Miscellaneous

1. **Nonsolicitation.** The parties agree that during the term of this Agreement, and for a period of one (1) year after termination of this Agreement, neither party shall directly or indirectly solicit for employment or employ, without the prior written consent of the other party, any person employed then or within the preceding on (1) year by the other party.
2. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
3. **Public Announcements.** Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that QLESS may, without Customer's consent, include Customer's name and other indicia in its lists of QLESS's current or former customers of QLESS in promotional and marketing materials.
4. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a **"Notice"**) must be in writing and addressed to the Parties at the addresses set forth in the Service Order (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in these Terms, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section 15.4.

5. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices), and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments, and appendices; (b) second, the exhibits, schedules, attachments, and appendices to this Agreement as of the Effective Date; and (c) third, the Service Order.
6. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without QLESS's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which QLESS's prior written consent is required. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
7. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including (i) acts of God; (ii) flood, fire, earthquake, pandemics, epidemics, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.
8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
9. Amendment and Modification; Waiver. No amendment to or modification of, or termination of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
10. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
11. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of Los Angeles and County of Los Angeles, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
12. Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3.1, Section 7.3, 9, Section 10, or Section 11, would cause QLESS irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, QLESS will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any

other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13. Counterparts. This Agreement shall be adopted through the execution of a Service Order between the parties. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Service Order incorporating this Agreement by reference, delivered by facsimile, email, or other means of electronic transmission, is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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