

ALCIG

User Agreement

IMPORTANT - READ CAREFULLY: THIS ALCIG USER AGREEMENT (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND ANY COMPANY YOU REPRESENT (COLLECTIVELY, "YOU AND YOUR") AND QUANTIS SARL ("QUANTIS") REGARDING THE ALCIG SERVICE (THE "ONLINE SERVICE") AND ALL OTHER SERVICES PROVIDED BY QUANTIS UNDER THIS AGREEMENT ("SERVICES"). PLEASE READ THE AGREEMENT CAREFULLY BEFORE CONTINUING REGISTRATION.

BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT AS SET FORTH IN SECTION 4 BELOW OR IN AN APPLICABLE ORDER FORM HERETO, YOU AND ANY COMPANY YOU REPRESENT AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE ONLINE SERVICE.

1. Licenses from Quantis. Subject to the terms of this Agreement, Quantis grants to you during the Subscription Term of the applicable Order Form the non transferable, non exclusive right to permit those individuals authorized by you or on your behalf ("Users") to use the Online Service and any materials developed by Quantis and delivered to you in the course of performing Services (the "Online Materials") solely in connection with the Online Service, all solely for your own internal business operations.

The rights granted to you in this Agreement are subject to all of the following agreements and restrictions: (i) the maximum number of Users that you authorize to access the Online Service shall not exceed the number of User licenses you have purchased, as evidenced in the Order Form; (ii) User licenses cannot be shared or used by more than one individual User; (iii) you shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Online Service or the Online Materials available to any third party other than an authorized user (iv) you shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Online Service or Online Materials or access or use the Online Service or Online Materials in order to build a similar or competitive product or service; (v) except as expressly stated herein, no part of the Online Service or Online Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (vi) you shall not disclose any review of the Online Service, including but not limited to the results of any performance tests, to any third party without Quantis prior written approval; (vii) you agree to make every reasonable effort to prevent unauthorized third parties from accessing the Online Service; and (viii) you acknowledge and agree that Quantis shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Online Service and the Online Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Online Service or the Online Materials.

2. Your Data. Quantis will protect any data provided to Quantis by you in the course of using the Online Service or Services. ("Your Data") as confidential in accordance with Section 9. You acknowledge and agree that Your Data

may be transferred or stored outside of the country or other jurisdiction where you and your Users are located. In addition, you acknowledge and agree that it is your obligation to inform third parties of the use, processing or transfer of Your Data and to ensure that such third parties have given their consent to such use, processing, and transfer as required by all applicable data protection legislation. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Your Data.

3. Billing and Payment. You agree to pay in advance for all products and services ordered under this Agreement except as set forth in an Order Form. All fees under this Agreement are irrevocable and non refundable. Quantis' fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, even if such amounts are not listed on an Order Form. You will provide Quantis with valid and updated credit card or approved purchase order information and complete and accurate billing and contact information. If you provide credit card information to Quantis, you authorize Quantis to bill such credit card (a) at the time that you order any products or services, for all products and services set forth in the Order Form, and (b) at the time of any renewal, for the amount charged for any renewal Subscription Term(s) as set forth in Section 4. If Quantis, in its discretion, permits you to make payment using a method other than a credit card, Quantis will invoice you at the time of the initial Order Form and approximately one month in advance of the start of any renewal or subsequent billing period. All amounts invoiced hereunder shall be due within 30 days of the date of the invoice. Quantis's suspension of the Online Service based on your failure to make payment shall not excuse you from its obligation to make payment(s). In the event your account is 30 days or more past due, any and all unpaid payments set forth in an applicable Order Form shall accelerate and become due and payable, notwithstanding any limitation set forth in Section 7. After payment of the total accelerated amount, you shall be entitled to restoration of the Online Service for the remainder of the Subscription Term.

4. Term and Termination. This Agreement is valid for the Order Form to which the Agreement accompanies. The term of the Online Service or other product or services offerings set forth in the Order Form hereunder shall commence upon the date of enablement of the Online Service (as identified in Quantis's first invoice after execution of such Order Form), or as otherwise set forth in such Order Form, and shall continue for the period of time set forth in such Order Form (the "Subscription Term"). Except as otherwise provided in an Order Form, renewal charges will be equal to the then-current number of User licenses that have been purchased times the then-current User license fee and renewals will be subject to applicable policies and terms in effect at the time of renewal. In the event of any breach of this Agreement by either party, the non-breaching party shall have the right to terminate the Order Form for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail, provided however that if Quantis is the non-breaching party, Quantis may immediately suspend your password, account, access to or use of the Online Service during such cure period. Upon any termination of the Order Form, your right to access and use the Online Service and the Services specified in the Order Form (including the Online Materials) shall terminate. At your request, within 30 days of termination of the Order Form, provided you are not in breach of the Agreement or such Order Form, Quantis will make available to you a file of Your Data then in its possession. You agree and acknowledge that Quantis has no obligation to retain Your Data and that Your Data may be irretrievably deleted after 30 days following the termination of the Order Form or if your account is 30 days or more past due. The following provisions shall survive any termination of this Agreement: Section 4, 6, 7, 9, 12 and 17.

5. Representations, Warranties & Exclusive Remedy. Each party represents and warrants that it has the power and authority to enter into this Agreement. Quantis warrants that (a) the Online Service will perform substantially in accordance with its online documentation under normal use and (b) the Services will be provided in a manner consistent with generally accepted industry standards. You must notify Quantis of any warranty deficiencies within 30 days from performance of the relevant Services in order to receive warranty remedies. For any breach of the express warranty for Services as set forth above, your exclusive remedy shall be the reperformance of the deficient Services, and if Quantis is unable to reperform the deficient Services as warranted, you shall be entitled to recover the portion of the fees paid to Quantis for such deficient Services, and such refund shall be Quantis' entire liability.

6. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8 ABOVE, QUANTIS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE ONLINE SERVICE, THE

ONLINE MATERIALS, AND THE SERVICES INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND QUALITY OF SERVICE. QUANTIS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE ONLINE SERVICE, THE ONLINE MATERIALS, OR THE SERVICES OR THE RESULTS YOU MAY OBTAIN BY USING THE ONLINE SERVICE, THE ONLINE MATERIALS, OR THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, QUANTIS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE ONLINE SERVICE OR ONLINE MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH THE ONLINE SERVICE WILL MEET YOUR REQUIREMENTS; OR (C) THE ONLINE SERVICE, ONLINE MATERIALS, OR THE SYSTEMS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT NEITHER QUANTIS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE ONLINE SERVICE AND ONLINE MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. QUANTIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY QUANTIS, THE ONLINE SERVICE, THE SERVICES, AND THE ONLINE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" BASIS.

7. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, (EXCLUDING FEES UNDER THIS AGREEMENT), USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE ONLINE SERVICE, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHERWISE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF QUANTIS EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, AND IF SUCH LIABILITY RESULTS FROM YOUR USE OF A PARTICULAR PORTION OF THE, ONLINE SERVICE, ONLINE MATERIALS OR SERVICES UNDER THIS AGREEMENT, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU HAVE PAID QUANTIS FOR THE DEFICIENT PORTION OF THE ONLINE SERVICE, ONLINE MATERIALS OR SERVICES GIVING RISE TO THE LIABILITY. THE LIMITATION OF QUANTIS'S LIABILITY SET FORTH IN THE PRIOR SENTENCE SHALL NOT APPLY TO QUANTIS'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 11 BELOW.

8. Indemnities. If someone makes a claim against either you or Quantis ("Recipient" which may refer to you or Quantis depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Quantis ("Provider" which may refer to you or Quantis depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider will indemnify the Recipient against the claim if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it and any unused, prepaid fees you have paid applicable to the terminated license or service. If you are the Provider and such return materially affects Quantis' ability to meet its obligations under the relevant Order Form, then Quantis may, at its option and upon 30 days prior written notice,

terminate the Order Form. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Quantis will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Quantis. This section provides the parties' exclusive remedy for any infringement claims or damages.

9. Confidential Information. Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential. Confidential Information of Quantis shall include the software programs provided as part of the Online Service and the Online Materials. Confidential Information of yours shall include Your Data. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without reference to the other party's Confidential Information. The parties agree to use reasonable care to prevent disclosure of the other party's Confidential Information to any third party. The parties agree to hold each other's Confidential Information in confidence for a period of three years from the date of disclosure. Further, Quantis may identify you on its ALCIG customer lists and in its marketing and advertising materials, and announce that you are a customer of the Online Service, and reproduce your company name, logo, trademark, trade name, service mark, or other commercial designations in connection therewith. This Section 9 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information related to ALCIG.

10. Your Responsibilities. You will ensure that any use of the Online Service and Services by you and your Users is in accordance with the terms of this Agreement, and that you obtain any consents required for Quantis to perform the Online Service and Services under this Agreement. You are responsible for ensuring that your network and systems comply with specifications that Quantis provides. Quantis is not responsible for your network connections or for conditions or problems arising from or related to your network connections (e.g., bandwidth issues, excessive latency, network outages), or caused by the Internet.

11. Notices. Quantis may give notice applicable to Quantis' Online Service customer base by means of a general notice on the Online Service news and notices specific to you by electronic mail to your email address on record in Quantis' account information or by written communication sent by first class mail or pre-paid post to your address on record in Quantis' account information. If you have a dispute with Quantis or you wish to provide a notice under this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Quantis, EPFL Innovation Park, Bât. D – CH-1015 Lausanne, Switzerland.

12. Restrictions on Use. You agree not to use or permit use of the Online Service or the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement or intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. Quantis reserves the right to remove or disable access to any material that violates the foregoing restrictions or to terminate the Online Service or the Services for a violation of your obligations under this section. Quantis shall have no liability to you in the event that Quantis takes such action. You agree to defend and indemnify Quantis against any claim arising out of a violation of your obligations under this section.

13. Verification. At Quantis' written request, but not more frequently than annually, you shall furnish Quantis with a document signed by your authorized representative verifying that the Online Service is being used pursuant to the provisions of this Agreement and the applicable Order Form. You are responsible for implementing reasonable means to monitor your compliance with the terms of this Agreement. Quantis reserves the right to audit your use of the Online Service no more than once annually at Quantis' expense. Quantis shall schedule any audit at least thirty

(30) days in advance. Any such audit shall be conducted during regular business hours at your facilities and shall not unreasonably interfere with your business activities. If such audit reveals that you have underpaid fees to Quantis, you shall promptly pay to Quantis such fees at the prices set forth in the applicable Order Form.

14. Force Majeure. Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either of our obligations to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the Online Service and/or Services provided.

15. Services Tools. Quantis may use tools, scripts, software, and utilities (collectively, the "Tools") to review and administer the Online Service, and to help resolve your service requests. The Tools will not collect, report or store any of Your Data residing in the Online Service, except as necessary to troubleshoot service requests or other problems in the Online Service. Since data collected by the Tools is current, the data may also be used to assist in managing Quantis' product and service portfolio and for license management.

16. Statistical Information. Quantis may compile statistical and performance information related to the provision of the Online Service or the Services, and may make such information publicly available, provided that such information does not incorporate Your Data and/or identify your Confidential Information. Quantis retains all intellectual property rights in such information.

17. General provisions. Any action related to this Agreement will be governed by Swiss law. This Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with any applicable Order Form, represents the parties' entire understanding relating to the Online Service, the Services and the Online Materials, and supersedes any prior or contemporaneous, conflicting or additional, communications. The exchange of a fully executed Order Form by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement and Order Form. The terms and conditions of this Agreement may only be amended by written agreement of the parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Quantis and you as a result of this Agreement or use of the Online Service. You may not assign this Agreement without the prior written approval of Quantis. Any purported assignment in violation of this section shall be void. Quantis reserves the right to provide some or all of the Online Service, Online Materials or Services from locations, and/or through use of third party providers worldwide. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Except for actions for nonpayment or breach of Quantis' proprietary rights, no action regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

ALCIG SYSTEM AVAILABILITY ADDENDUM

This SYSTEM AVAILABILITY ADDENDUM (the "Addendum") is an addendum to the ALCIG User Agreement (the "Agreement") by and between Quantis SARL ("Quantis") and the customer identified in such Agreement ("you"). Where applicable, the defined terms in the Agreement shall have the same meaning in this Addendum.

1. System Availability Provisions Provided that you remain current in your payment obligations to Quantis, you shall have the right to the system availability provisions set forth herein.

2. Definition of Availability "Availability" or "Available" means you are able to log in to the Online Service, subject to the following provisions. Scheduled maintenance, including but not limited to Quantis' planned weekly maintenance window of 10:00 p.m Friday through 6:00 a.m Saturday, EDT, and any period in which you are unable to use the Online Service due to your conduct or any circumstances outside of the control of Quantis, including but not limited to the following, shall not be circumstances where the Online Service is not Available:

- i. a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by you;
- ii. outages initiated by Quantis at the request or direction of you for maintenance, back up, or other purposes;
- iii. outages occurring as a result of any actions or omissions taken by Quantis at the request or direction of you;
- iv. outages resulting from your equipment and/or third party equipment not within the sole control of Quantis;
- v. events resulting from an interruption or shut down of the Online Services due to circumstances reasonably believed by Quantis to be a significant threat to the normal operation of the Online Service, the facility from which the Online Service is provided, or access to or integrity of your data (e.g, a hacker or a virus attack);
- vi. outage due to system administration, commands, file transfers performed by your representatives;
- vii. other activities you direct, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Quantis' or its third party providers), and other *force majeure* items;
- viii. your negligence or breach of its material obligations under the Agreement; and
- ix. lack of availability or untimely response time of you to respond to incidents that require your participation for source identification and/or resolution, including meeting your responsibilities for any Services

3. Target System Availability The "Target System Availability Level" is the System Availability Level that Quantis plans to meet or exceed during each calendar quarter for which you have paid for the Online Service. The "System Availability Level" is the number of hours during a particular period (as specified in the following sentence) that the Online Service was Available to you, excluding Downtime Events (as defined below), divided by the total number of hours during such period (as measured at the end of such period). The Target System Availability Level is 99% in any calendar quarter.

4. Remedies

4.1 Credit. If (a) a "Downtime Event" (meaning the sustained inability of the Online Service to be Available to you for more than fifteen (15) consecutive minutes occurs; (b) within seventy-two (72) hours of such Downtime Event, you log a service request providing detail regarding the Downtime Event and requesting a Credit, and (c) the Service Availability Level is below the applicable Target Availability Level as measured for the applicable period, Quantis will issue to you a Credit calculated as set forth in this Section. A "Credit" will be calculated as the pro-rata value of one (1) day of Online Service for the number of Users licensed at the time of such Downtime Event ("Affected Users") based on your applicable subscription fees for each single Downtime Event with duration greater than or equal to fifteen (15) minutes and shorter than or equal to one (1) hour, or each series of intermittent Downtime Events occurring within the same one-hour period. If a Downtime Event or series of intermittent Downtime Events continues for longer than one (1) hour, Quantis will issue one (1) Credit for each additional hour of Downtime Events up to the Maximum Credit. The "Maximum Credit" shall be a total of ten (10) Credits in any calendar quarter. You will not be eligible to receive multiple Credits for the same service request as a result of multiple service failures or outages occurring during the same period of time. Credits will be applied by you only towards: (i) Add-On Orders of the Online Service during the Subscription Term; (ii) renewals of the Online Service at the end of the Subscription Term; and/or (iii) in the event that you choose not to renew the Subscription term of the Online Service, a service extension of such Subscription Term for the number of Affected Users. Any credit that remains unused at the end of a Subscription Term shall be forfeited.

4.2 Sole and Exclusive Remedies The Credit described in this Section 4 shall be your sole and exclusive remedy and Quantis' sole and exclusive liability for any breach of the obligations set forth in this Addendum. If Quantis meets or exceeds the applicable Target System Availability Level, you shall have no right to obtain Credit(s).