

## TERMS OF SERVICE

Last Updated: January 30, 2024

**THESE TERMS OF SERVICE** (THE “**TERMS**”) GOVERN THE ACCESS, ACQUISITION AND/OR USE OF THE SERVICES BY YOU (THE “**Customer**”). CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM OR OTHER AGREEMENT THAT REFERENCES THESE TERMS, OR (3) OTHERWISE USING THE SERVICES, CUSTOMER AGREES TO BE BOUND BY THESE TERMS. IF THE INDIVIDUAL ACCEPTING THESE TERMS IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERM “**Customer**” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THESE TERMS DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS, SUCH INDIVIDUAL MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES.

These Terms are effective between Customer and Quility Software Applications LLC (“**Quility**”), as of the date of Customer’s accepting these Terms (the “**Effective Date**”).

1. **Provision of Services.** Subject to Customer’s compliance with the terms and conditions set forth in these Terms, Quility will make available to Customer the Quility hosted services and related technology platform(s) and related support services as described in the Documentation (collectively, the “**Services**”).
2. **Use of Services.** These Terms govern Customer’s use of the products and the data, content, and services available with the Services. Customer must protect its username and password and will not make them available to any other persons or entities. Customer will (a) will comply with these Terms and will be liable for any breach thereof, (b) comply with all laws applicable to the use of the Services, (c) use industry standard means to prevent unauthorized access to, use of or reproduction of the Services, and notify Quility promptly of any such unauthorized access, use or reproduction, (d) use Services only as permitted in these Terms, by applicable laws and, if applicable, in accordance with any documentation or instructions from Quility or its affiliates related to such use.
3. **Customer Responsibilities and Acknowledgements.**
  - 3.1 Customer Data. Customer will be solely responsible for (a) its use of the Services and (b) the accuracy, quality, and legality of the data input by Customer into the Services and the results of processing of such data by the Services (“**Customer Data**”) and the means by which Customer acquired the same. Customer agrees that its use of the Services and its use and disclosure of Customer Data will comply with all applicable laws.
  - 3.2 Usage Restrictions. Customer will not (a) make any Services available to anyone other person or entity or use any Services for the benefit of anyone other than Customer, for compensation or otherwise, (b) use Services to store or send infringing, libelous or otherwise unlawful, harassing, abusive, threatening, vulgar, obscene or otherwise objectionable material, or material that is harmful to minors in any way, (c) use the Services to make untruthful, misleading, or deceptive statements to third parties, including,

for example statements about potential earnings, production, or other results, (d) use Services to store or send material in violation of third-party privacy rights or other rights, (e) transmit any virus, worm, spyware, Trojan Horse or other malicious code (“**Malicious Code**”) to the Services, (f) interfere with the integrity or performance of any Services or any networks or computer systems used to provide the Services, or any other Quility customer’s use of the Services, (g) attempt to gain unauthorized access to any Services or networks or computer systems used to provide the Services, (h) modify, translate, copy or create derivative works of the Services, or any part, feature, function or user interface thereof, except as expressly permitted herein, (i) access any Services in order to build a competitive product or service, (j) decompile, disassemble, reverse engineer or reduce to human-perceivable form any Services (to the extent such restriction is not prohibited by law), (k) attempt to remove, modify or obscure any proprietary notices on the Services, (l) have any right to receive the code for the Services, or (m) harvest or collect information or data regarding other users of the Services.

3.3 Suspension. If a Customer is in breach of these Terms, without limiting Quility’s other rights or remedies, Quility may suspend the Customer’s use of the Services immediately.

3.4 Modifications to Services. Quility may update the Services to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, market and customer demands, patterns of system use, and other relevant factors.

3.5 Subcontracting. Quility may, as it deems appropriate, engage independent contractors, consultants, or other persons or entities (collectively, referred to as “**Subcontractors**”) to aid Quility in performing Quility’s duties under these Terms.

3.6 Customer Minimum Requirements. Customer is responsible for procuring and maintaining throughout each Term and any Renewal Term at its expense all third-party equipment, products, software, and services (“**Third-Party Products**”) meeting or exceeding the minimum requirements for the Services set forth in the Documentation (as defined below). Customer acknowledges that failure to use or procure Third-Party Products that meet the minimum requirements for the Services may result in the inability to use the Services and/or processing failures or errors. Customer shall maintain a proper operating environment for the Service and will follow the routine operating procedures, all as specified in the Documentation and the Terms. If Customer receives notice, including from Quility, that a Third-Party Product may no longer be used or must be removed, modified, and/or disabled to avoid violating applicable law, policies, or third-party rights, Customer will promptly do so.

3.7 Taxes. Any fees charged for access to or use of the Services do not include taxes, duties, levies, or similar government assessments of any kind, including value-added, sales, use or withholding taxes assessable by any jurisdiction (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchases hereunder. Customer will not withhold from any amounts due to Quility any amount for taxes. If Quility determines that it has an obligation to remit or collect any Taxes for which Customer is responsible, Quility will invoice Customer and Customer will pay such amount unless Customer provides Quility with a valid tax exemption certificate authorized by the appropriate taxing authority.

#### 4. **Non-Quility Products and Services.**

4.1 Non-Quility Applications. Quility may include integrations with web services made available by third parties (other than Quility or its affiliates) that are accessed through the Services subject to terms and conditions with those third parties (“**Non-Quility Applications**”). Customer acknowledges that Customer’s use of Non-Quility Applications is not subject to these Terms. For clarity, and notwithstanding anything to the contrary in these Terms, the Non-Quility Applications do not form part of the Services and Quility bears no responsibility or liability for Non-Quility Applications or the information provided to and from Non-Quility Applications, including their accuracy, offensiveness, reliability, suitability, legality, quality, security, availability, functionality, or interoperability, or any effect they may have on Customer’s websites, infrastructure, networks, mobile applications, or other systems or how the Non-Quility Applications or their providers use Customer Data. If Customer enables a Non-Quility Application with the Services, Customer hereby consents to and authorizes Quility to access and exchange Customer Data with the Non-Quility Application on Customer’s behalf as required for the interoperation of such Non-Quility Applications with the Services. Use of the Services with a Non-Quility Application does not expand Customer’s rights or Quility’s obligations under these Terms.

4.2 Integration with Non-Quility Applications. The Services may contain features designed to interoperate with Non-Quility Applications. Quility cannot guarantee the continued availability of any such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Quility Application ceases to make the Non-Quility Application available for interoperation with the corresponding Service features in a manner acceptable to Quility.

5. **Service Specific Terms**. Additional terms set forth on the applicable order form for the Services will apply to the Services. If Customer orders or uses such Services, then such additional terms applicable to such Services shall apply to Customer’s use of such Services (“**Service Specific Terms**”).

## 6. **Subscriptions and Enhanced Services**

6.1 Subscription Period. Some or all of the Services may be available only with a paid subscription (“**Subscription**”). Quility will bill Customer in advance on a recurring and periodic basis (such as daily, weekly, monthly, or annually) depending on the type of Subscription select by Customer when purchasing the Subscription or as otherwise set forth in an order form for such Services. At the end of each period, the Subscription will automatically renew under the same conditions unless Customer or Quility cancels the Subscription prior to the expiration of the then current Subscription period.

6.2 Subscription Cancellation. Customer may cancel the renewal of its Subscription either through its accounts settings page or by contacting Quility. Customer will not receive a refund for the fees already paid for its current Subscription period and Customer will be able to access the Service until the end of its current Subscription period. If the Subscription has been made through an In-App Purchase, Customer can cancel the renewal of its Subscription with the Application Store.

6.3 Enhanced Services. Quility may offer items or additional services for purchase through the Services (“**Enhanced Services**”). All Enhanced Services purchased will be

subject to either a one-time payment or through a Subscription on the terms described for Subscriptions.

6.4 **Billing.** Customer shall provide Quility with accurate and complete billing information, including full name, address, state, zip code, telephone number, and valid payment information. Should automatic billing fail to occur for any reason, Quility will issue an electronic invoice indicating that Customer must make payment manually by a certain date, with the full payment corresponding to the billing period as indicated on the invoice. If the Subscription or Enhanced Service has been made through an In-app Purchase, all billing is handled by the Application Store and is governed by the Application Store's terms and conditions.

6.5 **Fee Changes.** Quility, in its sole discretion and at any time, may modify the Subscription fees and pricing for Enhanced Services. Any Subscription fee change will become effective at the end of the then-current Subscription period. Quility will provide Customer with reasonable notice of any change in Subscription fees to give Customer an opportunity to cancel its Subscription renewal before the change in fees becomes effective. Customer's continued use of the Services after the Subscription fee change comes into effect constitutes Customer's agreement to pay the modified Subscription fee amount.

6.6 **No Refunds.** Except when required by law, Subscription fees are non-refundable.

## 7. **Application Store and In-app Purchases.**

7.1 **Application Stores.** Quility may make Subscriptions, Services and Enhanced Services available for purchase through a digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) (each, an "**Application Store**"). Customer's purchase of Subscriptions and/or Enhanced Services is referred to herein as an "**In-app Purchase**"). In-app Purchases are subject to the Application Store's own terms and conditions.

7.2 **Non-Cancellable.** In-app Purchases can only be consumed within the Services. If Customer makes an In-app Purchase, that In-app Purchase cannot be cancelled after the download is initiated. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

7.3 **Application Store Terms.** Customer acknowledges and agrees that all billing and transaction processes are handled by the Application Store from where it made the In-app Purchase and are governed by that Application Store's own terms and conditions.

## 8. **Customer Content.**

8.1 **Right to Post Content.** The Services may allow Customer to post, upload, link, or otherwise make available content such as text, images, or other information ("**Content**"). Customer is responsible for the Content that it and its users provide to the Services, including its legality, reliability, and appropriateness. By posting Content to the Services, Customer grants Quility the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. Customer retains any and all of its rights to any Content it submits, posts, or displays on or through the Services and Customer is responsible for protecting those rights. Customer agrees

that this license includes the right for Quility to make Customer's Content available to other users of the Services, who may also use Customer's Content subject to these Terms.

8.2 Content Restrictions. Quility is not responsible for the content of the Services' users. Customer expressly understands and agrees that Customer is solely responsible for the Content and for all activity that occurs under its account, whether done so by Customer or any third person using Customer's account. Customer shall not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene, deceptive, misleading, or otherwise objectionable. Quility reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with these Terms. Quility further reserves the right to make formatting and edits and change the manner of any Content. Quility can also limit or revoke the use of the Services if Customer posts such objectionable Content. As the Quility cannot control all content posted by users and/or third parties on the Services, Customer agrees to use the Services at its own risk. Customer understands that by using the Services it may be exposed to content that it may find offensive, indecent, incorrect or objectionable, and Customer agree that under no circumstances will Quility be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of Customer's use of any content.

8.3 Content Backups. Quility does not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed. Customer will maintain a complete and accurate copy of any Content in a location independent of the Services.

## 9. **Proprietary Rights and Licenses.**

9.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Quility and its licensors reserve all of their right, title, and interest in and to the Services, including all of their related intellectual property rights. No rights are granted to Customer other than as expressly set forth in these Terms.

9.2 Permission to Use Services. Subject to Customer's payment of the fees applicable to the Services, Quility grants to Customer a non-exclusive, non-transferable, non-sublicensable right to use the Services, and any user manuals, release notes, installation notes, and other materials (the "**Documentation**") made available by Quility in connection with the Services and solely for Customer's internal business operations, all subject to the terms and conditions of these Terms.

9.3 License by Customer to Use Feedback. Customer grants to Quility and its affiliates a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable, sublicensable license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer relating to the Services. Quility will not be obligated to credit Customer for such feedback or hold any such feedback in confidence.

## 10. **Data.**

10.1 Processing of Customer Data. All information collected by Quility from Customer's use of the Services, including Customer Data, is subject to the Quility privacy policy set

forth at <https://hq.quility.com/api/public/document/315241/view/privacy-policy-universalpdf> (the “**Privacy Policy**”). By using the Services, Customer consents to all actions taken by Quility with respect to its information in compliance with the Privacy Policy.

10.2 Ownership and use of Customer Data. Customer will retain ownership of Customer Data. Customer hereby grants to Quility and its Affiliates the royalty free, worldwide, non-exclusive right and license to use and disclose the Customer Data for any purpose, subject to the terms of our Privacy Policy.

10.3 Quility Data. Notwithstanding anything to the contrary in the Agreement, Quility and its affiliates shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom) (“**Quility Data**”), and Quility and its affiliates will be free (during and after the Term) to (i) use Quility Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Quility offerings, and (ii) disclose Quility Data solely in aggregate or other de-identified form in connection with its business.

11. **Disclaimers.** THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. QUILITY DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND QUILITY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. QUILITY DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICES OR DATA WILL BE CONTINUOUSLY AVAILABLE, ERROR-FREE, ACCURATE, COMPLETE OR COMPLETELY SECURE, (B) MALICIOUS CODE WILL NOT BE TRANSMITTED TO CUSTOMER IN USE OF THE SERVICES, (C) ALL DEFECTS IN THE SERVICES OR OUTPUT OF THE SERVICES WILL BE CORRECTED, (D) THE SERVICES OR OUTPUT OF THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, OR (E) CUSTOMER WILL ACHIEVE ANY PARTICULAR RESULT. ANY USE OR RELIANCE UPON THE SERVICES OR THE OUTPUT OF THE SERVICES BY CUSTOMER SHALL BE AT ITS OWN RISK. QUILITY WILL NOT BE LIABLE IN ANY WAY RELATED TO ANY NON-QUILITY APPLICATION OR ANY THIRD-PARTY CONTENT OR DATA. TO THE FULLEST EXTENT PROVIDED BY LAW, QUILITY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT CUSTOMER’S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO CUSTOMER’S USE OF THE SERVICES OR ANY ITEMS OBTAINED THROUGH THE SERVICES OR CUSTOMER DOWNLOADING OF ANY MATERIAL PROVIDED BY THE SERVICES. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. **Infringement Claims.**

12.1 Indemnification. Quility shall defend Customer from and against any claim by a third-party alleging that the Services infringe any intellectual property or other right of such

party and indemnify Customer from any damages, liabilities, costs and expenses finally awarded by the court to the third-party claiming the infringement or agreed to by Quility in a settlement with the third-party, provided that Customer promptly notifies Quility of the claim (with relief only being afforded to the extent any delay prejudices Quility's defense of the claim), gives Quility sole control over the defense and settlement of the claim, and gives Quility information and assistance reasonably required by Quility to defend or settle the claim. Notwithstanding the foregoing, Quility will not indemnify the Customer to the extent the claim results from (i) alteration of the Service or use of the Service in a manner inconsistent with these Terms any applicable documentation or directives by Quility or its affiliates, (ii) use of a version of the Service that has been superseded if the infringement could have been avoided by using a more current version of the Service made available to Customer, or (iii) combination of the Service with products or Services not provided by Quility or expressly contemplated by the Documentation.

12.2 Remediation of Infringement Claims. If Quility believes or it is determined that the Service may have violated a third-party's intellectual property rights, Quility may choose to either modify the Service 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, Quility may terminate the affected Service(s) and refund any unused, prepaid fees Customer may have paid for the terminated Service(s).

12.3 Exclusive Remedy. This Section 9 states Quility's sole liability, and the Customer's exclusive remedy, for any type of third-party claim described in this Section 9.

**13. OTHER THIRD-PARTY CLAIMS.** Customer will defend, indemnify, and hold Quility, its affiliates, and their respective employees, officers, directors, and representatives against any damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to any third-party claim that arises from Customer's use of the Services to provide services or interact with potential insureds or any other person or entity or any dispute between Customer and a potential insured or any other person or entity.

**14. LIMITATION OF LIABILITY AND CLAIMS.**

14.1 LIMITATION OF LIABILITY. QUILITY WILL NOT BE LIABLE UNDER THESE TERMS FOR ANY LOST INCOME OR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER FOR TORT (INCLUDING NEGLIGENCE), CONTRACT, BREACH OF WARRANTY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER OR NOT FORESEEABLE AND HOWEVER RISING, AND EVEN QUILITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (2) QUILITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER FOR TORT (INCLUDING NEGLIGENCE), CONTRACT, BREACH OF WARRANTY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY, WILL NOT EXCEED THE GREATER OF (1) AMOUNT CUSTOMER PAID TO QUILITY FOR THE APPLICABLE SERVICES TO WHICH THE CLAIM RELATES IN THE 6 MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM OR (2) \$100. THE LIMITATIONS HEREIN WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS HEREIN ARE REASONABLE AND A BASIS OF THE BARGAIN, AND THAT QUILITY WOULD NOT ENTER INTO THESE TERMS WITHOUT CUSTOMER'S AGREEMENT TO SUCH LIMITATIONS.

14.2 LIMITATION ON TIME TO FILE CLAIMS. A PARTY MUST FILE ANY CLAIM ARISING FROM OR RELATED TO THESE TERMS WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE, OR THE CLAIM WILL BE FORFEITED AND FOREVER BARRED.

**15. Term and Termination.**

15.1 Termination. Quility has the right to terminate or suspend Customer's access to the Services for any or no reason, including without limitation, any violation of these Terms.

15.2 Effects of Termination; Surviving Provisions. Termination of these Terms will not relieve Customer of its obligation to pay any fees owed to Quility prior to the effective date of termination. Customer's right to use the Services will terminate immediately and automatically upon termination. The following Sections will survive any termination or expiration of these Terms: 7, 8, 9.1, 9.3, 10, 11, 12, 13, 14, 15.4, and 16.

**16. Additional Terms.**

16.1 Leads. Customer shall use any information related to potential purchasers of insurance products ("**Leads**") in compliance with all applicable laws and will also adhere to any additional requirements set forth in the Quility Leads Policy, available at <https://hq.quility.com/cms/document/view/156003> (the "**Leads Policy**"). Customer is strictly prohibited from uploading or otherwise adding any identifying information for any Leads to the Services unless such Leads (i) were assigned to Customer by Quility or one of its affiliates, (ii) were purchased from an Approved Lead Vendor (as defined in the Leads Policy) or (iii) were obtained through a personal referral. Customer agrees it will work all Leads uploaded or added to its account only through the Service and in accordance with the Service's designated processes, and not through any other platforms or other means. Customer acknowledges and agrees that Quility may remove any Leads from the Services in its sole and absolute discretion. Additionally, for all such Leads purchased through or otherwise assigned to Customer by Quility or one of its affiliates, Customer agrees that such Leads are subject to the lapse rules applicable thereto, as may be in effect from time to time ("**Lead Lapse Rules**"). You may contact Quility regarding the applicable Lead Lapse Rules in effect for any Leads you purchase or have purchased.

**17. General Provisions.**

17.1 Changes to Terms. Quility may revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when Quility posts them on this website or as part of the Documentation. Customer's continued use of the Services following the posting of revised Terms means that Customer accepts and agrees to the changes. Customer is expected to check this page each time it accesses the Services so that Customer is aware of any changes, as they are binding on Customer.

17.2 United States Legal Compliance. Customer represents and warrants that (i) Customer is not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country and (ii) Customer is not listed on any United States government list of prohibited or restricted parties.

17.3 Entire Agreement. These Terms contain the entire agreement between Quility and Customer regarding Quility's provision of, and Customer's receipt and use of, the



Services, and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning their subject matter.

17.4 Assignment. Customer may not assign these Terms or any right or obligation under these Terms, directly, indirectly, by operation of law or otherwise, without the prior written consent of Quility. Any attempted assignment in violation of the foregoing shall be void and of no force or effect. The Terms herein shall be binding upon and inure to the benefit of the permitted successor and assigns of each party.

17.5 Relationship. The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, or employment relationship between the parties.

17.6 Use of Name. Quility may use Customer's name and logo on its website and in marketing and promotional materials provided it adheres to any format and use guidelines provided by Customer.

17.7 Third-Party Beneficiaries. There are no third-party beneficiaries of these Terms.

17.8 Injunctive Relief. A party's breach of these Terms related to confidential information or intellectual property rights would cause the non-breaching party irreparable harm for which the recovery of money damages would be inadequate. Therefore, if a party breaches or threatens to breach these Terms related to the other party's confidential Information or intellectual property rights, the non-breaching party will be entitled to obtain injunctive relief, without the need to post a bond or prove actual monetary damages, to protect its rights under these Terms, in addition to any and all remedies available at law.

17.9 Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. A party can enforce a waiver only if the other party made the waiver in writing.

17.10 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be reformed to the nearest enforceable provision (or deemed severed from these Terms if that is impermissible), and the remaining provisions of these Terms will remain in effect.

17.11 Construction. These Terms will not be construed against the drafter. Lists following "include," "includes" or "include" are illustrative and not exhaustive.

17.12 Force Majeure. Quility's non-performance under these Terms will be excused to the extent due to a cause beyond its reasonable control.

17.13 Dispute Resolution. If Customer has any concern or dispute about the Services, Customer agrees to first try to resolve the dispute informally by contacting Quility.

17.14 Governing Law; Venue. These Terms, and all obligations resulting here from, and all claims or causes of action arising from or related hereto (regardless of form) shall be construed and enforced in accordance with and governed by the laws of the State of North Carolina, USA, without giving effect to any principle of law that would cause the application of the law of any other jurisdiction. In the event of any legal action to enforce or interpret these Terms or any claims or causes of action related to these Terms or the Services, the

sole and exclusive venue shall be a U.S. federal or state court of competent jurisdiction located in Charlotte, Mecklenberg County, North Carolina, and Customer agrees to submit to the jurisdiction of such courts. Furthermore, Customer agrees to waive any and all rights to request that an action be transferred for adjudication to another court, city, or county.