Quasr BV

ENTERPRISE AGREEMENT

1. DEFINITIONS

In addition to the terms defined herein, the following terms shall be defined as follows:

"**Acceptable Use Policy**"	means the Quasr use policy described in our Acceptable Use Policy.
"**Account**"	means any individual who, or application, machine or device that, has been authorized by Customer to use the end user features and functionality of the Quasr Platform as part of its obtaining access to and use of Customer Applications.
"Added Option"	means any optional product, service or functionality which Quasr makes available to Customers.
"Additional Terms of Service"	means the terms of service concluded between Quasr and Customer for Added Options.
"**Affiliate**"	means any person, partnership, joint venture, corporation or other form of venture or enterprise, domestic or foreign, including subsidiaries, which directly or indirectly Control, are Controlled by, or are under common Control with a Party.
"Agreement"	means these Enterprise Terms of Service pertaining to the Quasr Platform.
"Beta Services"	means features, technologies and services made available that are not yet generally available, including any products, services or features labeled "beta","preview","pre-release" or "experimental".
"Breaking Change"	Means a change to the Quasr Platform that, to Quasr's knowledge, will cause failures in the interoperation of the Quasr Platform and Customer Applications.
"**Confidential Information**"	means all non-public information (however recorded or preserved) disclosed by a Party to the other Party after the date of conclusion of this Agreement, including but not limited to any information that would be regarded as confidential by a reasonable businessperson;
"**Customer**"	means the entity identified as such in the applicable Order Form
"**Customer Application**"	means an application or web-based service developed or used by Customer (including its APIs), and which utilizes the Quasr Platform to identify or authenticate users. Customer Applications are provided by Customer, and not by Quasr; "Customer Application" does not include the Quasr Platform.
"**Customer Data**"	means any data that Customer or its Accounts input into the Quasr Platform for Processing by Quasr (or its sub-processors) to perform the Enterprise Services, including any Personal Data forming part of such data.

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"**Customer Services Provider**"	means a third Party, to the extent the third Party is providing services to Customer.
"Dashboard"	means the interface Quasr provides its Customer via its Administrative Account to visualize, access and update Accounts, user profile, Tenants, Enterprise Service(s) and billing information.
"**Documentation**"	means the software user and administrator manuals published by Quasr at docs.quasr.io, regarding use of the Quasr Platform, including additional, updated or revised documentation, if any.
"**Entitlements**"	means the license metrics and other scope limitations applicable to Customer's license rights to access and use the Enterprise Services, as specified in the Order Form.
"**Enterprise Services**"	means the services and access to the Quasr Platform provided by Quasr to Customer under this Agreement as more particularly may be described in the Order Form and the Documentation;
"**Identity Provider**" or "**IdP**"	means a compatible third Party online service or website that authenticates users on the Internet by means of publicly available APIs, such as Apple, Google or Facebook. Customers may configure the Quasr Platform to enable IdPs so that Accounts can use their IdP authentication credentials to authenticate into Customer Applications via the Quasr Platform.
"**Intellectual Property Rights**"	means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.
"Order Form"	means any mutually agreed, written Order Form, executed between Quasr and Customer (or, in the case of a sale of Services under a Partner Agreement). Each Order Form becomes effective when executed by both Quasr and Customer as a separate document to this Agreement.
"Parties"	Refers To Quasr and Customer jointly
"Partner Agreement"	Means the order, Agreement or any other document between Customer and a Partner. Terms that apply to Customer's use of the Services when purchased from a Partner are specified in section 3.7.
"Party"	Refers to Quasr and Customer individually
"Partner"	means an entity that Quasr has authorized as a "reseller" of Quasr's Services.
"**Personal Data**"	means any information deemed "personal data" or "personal information" (or analogous variations of such terms) under applicable privacy laws or data

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	protection laws and regulations, including any information relating to an identified or identifiable natural person.
"**Process**" or "**Processing**"	means any operation or set of operations which is performed on Customer Data or on sets of Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
"**Quasr Platform**"	means the application programming interfaces (APIs), tools and Account interfaces (UIs), provided by Quasr as its online identity and privacy management platform as a service offering, together with the programs, networks and equipment that Quasr uses to make such platforms available to its customers.
"Renewal Term"	has the meaning ascribed to it in Section 8.
"Service Data"	means information and data made available by Quasr to Customer in connection with the Enterprise Services.
"Subscription Term"	Has the meaning ascribed to it in Section 8.
"**Enterprise Start Date**"	means the "Subscription Start Date" specified on the Order Form. For Renewal Terms, the Subscription Start Date will be the day immediately following the date on which the preceding term expired.
"**Support**"	means the enterprise Support for Customers with a subscription to an Enterprise plan. Details are described in the "Support Program" and "Service Level Agreement", which are incorporated into this Agreement by this reference
"**Third Party**"	means any legal or natural person that is not the Account, Quasr or Customer.
"**Tenant**"	means a logical isolated environment, assigned to a specific Customer.

The following words will be interpreted as designated: (i) "or" connotes any combination of all or any of the items listed; (ii) where "including" is used to refer to an example or begins a list of items, such example or items will not be exclusive; (iii) "specified" requires that an express statement is contained in the relevant document; (iv) "will" is, unless the context requires otherwise, an expression of command, not merely an expression of future intent or expectation; and (v) "may" is, unless the context requires otherwise, an expression of permission, but not an obligation.

This Agreement including the relevant Order Form(s) constitutes the full understanding between the Parties with respect to the subject matter and it supersedes all prior or currently written, electronic or oral communications, representations, Agreements or understandings between the Parties on the subject.

1.1. Construction. This Agreement applies to the provision of Quasr's Enterprise Services. The Parties will enter into one or more Order Forms that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Parties, each Order Form will be incorporated into this Agreement.This Agreement applies to the provision of all Enterprise Services. The Parties will subscribe to one or more Order Form(s) and will make this Agreement applicable by reference in the Order Form(s).

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2. PROVISION OF SERVICES

2.1. Provision of Enterprise Services. During the Subscription Term, Customer may access and use the Quasr Platform in accordance with this Agreement and applicable Order Form(s). Quasr will make the Quasr Platform available to Customer.

2.2. Customer's Administrative Account. Customer will designate one or more individuals who are an employee or independent contractor of the Customer or its Affiliates to be the point of contact with Quasr for the management and support of the Enterprise Services, who will be responsible for establishing and managing Customer's use of the Enterprise Services, and who is authorized by Customer to use the administrative features and functions of the Quasr Platform to administer access to and use of Customer Applications ("**Administrative Account**"), including the creation of authentication credentials to access Customer's Administrative Account. Customer is solely responsible for maintaining the status of its Account base. Customer will safeguard all Administrative Account authentication credentials in its possession or under its control. Customer is responsible for the activities that occur under the Administrative Account, in accordance with the Acceptable Use Policy.

2.3. Customer's General Responsibilities. Customer and its Accounts are solely responsible for obtaining and maintaining their internet access to the Enterprise Services. Customer is solely responsible for the accuracy, quality and integrity of the Customer Data that Customer or its Accounts input into the Quasr Platform. Customer must comply, and will ensure that its (Administrative) Accounts comply with the Acceptable Use Policy. Customer is responsible for acts and omissions of its (Administrative) Accounts relating to this Agreement as though they were Customer's own.

2.4. Customer Application. Customer is solely responsible for the development, implementation, operation, support, maintenance and security of each Customer Application.

2.5. Identity Provider Services. The Quasr Platform includes functionality that enables Customer, at Customer's option, to connect with certain IdP services or sites, via public facing APIs provided and controlled by the IdP. Any authentication information transmitted to or accessed by the Quasr Platform from an IdP is considered Customer's Confidential Information under this Agreement and, to the extent within Quasr's possession or under Quasr's control, is subject to the data protection provisions of Section 7. If an IdP modifies its APIs or equivalents so that they no longer interoperate with the Quasr Platform, or imposes requirements on interoperability that are unreasonable for Quasr, and if after applying reasonable efforts Quasr is unable to overcome such modifications or requirements then, upon reasonable notice to Customer, Quasr may cease or suspend its provision of interoperability between the Quasr Platform and the affected IdP services or sites, without liability to Customer. Except for Quasr's obligations to protect authentication credentials obtained by the Quasr Platform from an IdP, Quasr has no responsibility for the acquisition, development, implementation, operation, support, maintenance or security of any IdP.

2.6. Customer Load Testing or Penetration Testing. Customer may conduct load testing or penetration testing on Customer infrastructure that interoperates with the Quasr Platform as Customer determines necessary or advisable. To the extent any such testing affects or may reasonably be expected to affect the Quasr Platform, Customer must inform support@quasr.io seven (7) calendar days upfront. Customer may not conduct any penetration testing or load testing on the Quasr Platform without Quasr's prior written consent in each instance, and then only subject to such conditions as Quasr reasonably requires. Quasr may terminate any testing of the Quasr Platform at any time, as Quasr determines necessary or advisable to protect the Quasr Platform's operation or integrity.

2.7. Additional features. This Agreement will apply to any new service, feature, or functionality which Quasr may introduce from time to time, except to the extent that they are Added Options which may be subject to the Additional Terms of Service to which the Customer will be required to agree and additional fees which the Customer will be required to pay before being permitted to use the Added Options.

2.8. Beta Services. From time to time, Quasr may make Beta Services available at no charge. Beta Services are made available "AS IS" and "AS AVAILABLE" and Quasr shall have no liability for any harm or damage arising out of or arising out of or in connection with the Beta Services. The Customer may choose to try such Beta Services at its sole discretion, yet only in non-production environments. If

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Customer elects to use Beta Services for purposes other than internal evaluation, or in production environments, or with any Personal Data, then Customer assumes all of the risks of doing so.

Customer must treat the Beta Service as “Confidential Information”.

Quasr may discontinue Beta Services at any time in its sole discretion and may never make them generally available.

2.9. The Parties acknowledge that (i) the Quasr Platform is a Platform designed to be extensible to multiple third Party technologies and standards, and to address identity and privacy management requirements, all of which will evolve over time, and (ii) Customer will need to write its own software code to enable interoperability between Customer Applications and the Quasr Platform.

2.10. Breaking Change. Quasr will notify Customer in advance of any material modifications. If Quasr proposes to introduce any Breaking Change into the Quasr Platform, then Quasr will provide Customer at least three (3) months’ notice prior to Quasr's implementation of the Breaking Change, except in cases of emergency, such as critical vulnerability remediation, in which case Quasr will provide as much prior notice as is possible in the circumstances. If a modification (including a Breaking Change) made by Quasr materially reduces the features or functionality of the Enterprise Services then, unless Quasr has provided a substantially equivalent replacement, Customer may, at any time within the 30 day period following Quasr's implementation of the modification, terminate any affected Order Form by delivery of written notice to Quasr. Within 30 days of such termination, Quasr will refund to Customer a pro-rata amount of any affected Enterprise Services fees prepaid to Quasr and applicable to the unutilized portion of the Subscription Term for terminated Enterprise Services. Notwithstanding the foregoing, Quasr will not be obligated to provide Customer with any refund for modifications made by Quasr to address (a) changes in applicable law or (b) a security vulnerability, unless, in the case of item (b), the modification is a Breaking Change, and the Breaking Change makes it impossible for Customer to continue to use the Quasr Platform. Upon any modification to the Enterprise Services, Quasr may require Customer to utilize updates to Quasr software, or updates to Third Party software utilized by Customer in order to continue using some or all of the Enterprise Services (but at no additional charge with respect to any Quasr updates or Third Party updates that are provided by Quasr).

3. LICENSE GRANTS AND PROPRIETARY RIGHTS

3.1. License by Quasr. Subject to the terms and conditions of this Agreement and the timely payment of the fees, Quasr hereby grants to Customer a non-exclusive, non-transferable, worldwide license, without right to sub-license, for the Subscription Term, to (i) access and use, and to permit its Accounts to access and use, the Quasr Platform, in accordance with the Documentation, subject to the Entitlements, and (ii) reproduce, modify, and distribute and display the Documentation, in each case solely for Customer’s operations in its ordinary course of business. Quasr reserves all other rights not expressly granted in this Agreement.

3.2. License by Customer. Customer hereby grants to Quasr a non-exclusive, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Enterprise Services), to use the Customer Data, solely as necessary to perform the Enterprise Services and as otherwise may be agreed in writing by Customer. Customer reserves all other rights not expressly granted in this Agreement.

3.3. The aforementioned licenses are granted as of the date of this Agreement.

3.4. Ownership of Intellectual Property Rights.

3.4.1. *Ownership and Use of Customer Data*. Customer retains all of its rights, title and interest and Intellectual Property Rights in and to the Customer Data, Customer Applications and Customer Confidential Information. No ownership interest in the Customer Data, Customer Applications or Customer Confidential Information is transferred or conveyed to Quasr by virtue of this Agreement. Quasr will use Customer Data and Customer Confidential Information only for purposes of providing the Enterprise Services, unless otherwise authorized in writing by Customer.

3.4.2. *Quasr’s Intellectual Property and Ownership Rights*. As between Customer and Quasr, Quasr and Quasr’s licensors retain and own all right, title and interest and all Intellectual Property Rights in and to

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the Enterprise Services, Quasr's Platform, Quasr's Confidential Information, and all enhancements or improvements to, or derivative works of any of the foregoing created or developed by or on behalf of Quasr (collectively, "**Quasr Intellectual Property"**). Nothing in this Agreement transfers or conveys to Customer any ownership interest in or to the Quasr Intellectual Property.

3.5. Restrictions. Customer will not: (i) except to the extent, if any, permitted by applicable law or required by Quasr's licensors, reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from any of the Quasr Platform; (ii) reproduce, modify, or prepare derivative works of the Quasr Platform; or (iii) share, rent or lease the Enterprise Services, or use the Enterprise Services to operate any timesharing, service bureau or similar business or to license the Quasr Platform as a standalone offering; or iv) use the Enterprise Services and/or Quasr Platform for any other purpose other than as provided herein or to make services available to Third Parties utilizing the Enterprise Services and/or Quasr Platform; or (v) use the Enterprise Services and/or Quasr Platform in any way that is unlawful, illegal, fraudulent or harmful; or (vi) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3.6. Suggestions. If Customer provides Quasr with any suggested improvements or enhancements to the Enterprise Services ("**Suggestions**"), then Customer also grants Quasr a non-exclusive, perpetual, irrevocable, paid- up, royalty-free, worldwide, transferable license, with right to sublicense, to make, have made, sell, offer for sale, use, import, reproduce, distribute, display, perform, and make derivative works of the Suggestions.

3.7. Partners. In case Customer acquired the Services through a Partner, then this Agreement is not exclusive of any rights Customer obtains under the sale Agreement entered into between Customer and the Partner (the Partner Agreement). If a conflict occurs between this Agreement and the Partner Agreement, then the provisions of this Agreement prevail.

If a Partner has granted Customer any rights that Quasr does not also directly grant to Customer in this Agreement, or which conflict with this Agreement, then Customer's recourse is against the Partner.

If Customer ordered the Services through a Partner, the Initial Term will be as defined in the Partner Agreement, will apply, and Customer's billing, payment rights and obligations are governed by the Partner Agreement.

If the Partner from whom Customer purchased the Services fails to pay Quasr any amounts due in connection with Customer's use of such Services, then Quasr may suspend Customer's (and its Accounts') rights to use the Services without liability, upon notice to Customer. Customer agrees that Customer's remedy in the event of such suspension is solely against the Partner.

4. COMPENSATION

4.1. Customer's subscription plan for the Enterprise Services is specified in the applicable Order Form(s). Customer may not reduce Customer's commitment under the subscription plan specified in the Order Form(s) during the Subscription Term. Customer is not entitled to any refund of fees paid or relief from fees due if the volume of Enterprise Services Customer actually uses is less than the volume Customer ordered, and Customer may not carry over any of the unused volume to Customer's next Subscription Term.

4.2. Customer will pay Quasr the fees for the Enterprise Services as specified in the applicable Order Form(s) without any set-off, counterclaim, deduction or withholding of any kind, except as may be required by law. If any withholding or deduction is required by law, Customer will, when making the payment to which the withholding or deduction relates, pay to Quasr such additional amount as will ensure that Quasr receives the same total amount that it would have received if no such withholding or deduction had been required. . Quasr invoices in advance for use of the Enterprise Services as specified otherwise in the applicable Order Form(s). Customer will make all payments within thirty (30) days of receipt of Quasr's invoice unless otherwise specified in the applicable Order Form(s).

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In the event Customer fails to pay any amount when due, Quasr will allow a grace period of maximum five (5) business days to complete this payment. If not Quasr has the right to suspend or terminate this Agreement and Customer's access to the Quasr Platform.

4.3. All fees are exclusive of taxes, which Quasr will charge as applicable. Customer agrees to pay any taxes applicable to Customer's use of the Enterprise Service. If Customer is located in the European Union, all fees are exclusive of any VAT and Customer represents that it is registered for VAT purposes in its member state. Customer will provide Quasr with the VAT registration number under which Customer is registered in its member state. If Customer is subject to GST, all fees are exclusive of GST. If Customer is required to deduct or withhold any tax, Customer must pay the amount deducted or withheld as required by law and pay Quasr an additional amount so that Quasr receives payment in full as if there were no deduction or withholding.

4.4 Over-Quota Use

The Enterprise Services have usage limitations based on the number of Monthly Active Accounts (MAA), Monthly Active Tenants (MAT) and Monthly API Calls (MAC) or other metrics ("Quantity") as set forth on the Order Form(s). Customer shall monitor Customer's actual use based on the number of its MAA, MAT, MAC or other applicable metrics. Quasr provides the actual metrics in the Dashboard.

Unless otherwise set forth in an Order Form, when Customer's Actual Use exceeds the applicable Quantity, Customer shall, upon Renewal Date or Anniversary Date in case of a multiyear contract, pay additional fees for the prior excess use based on the contractual unit prices, increased with 10%, of each of the metrics in the applicable Order Form(s).

In the occurrence of a non-renewal, Over-Quota Use will be invoiced accordingly for the past consumed services.

MAA and MAC are calculated as the sum of the usage across all Tenants used by Customer.

5. WARRANTIES

5.1. Warranties. Quasr warrants to Customer that:

5.1.1. *Performance Warranty*. During the Subscription Term, the Quasr Platform, in the form provided by Quasr, will conform in all material respects to its applicable specifications set forth in the Documentation.

5.1.2. *Viruses*. Quasr will use commercially reasonable efforts, using applicable current industry practices, to ensure that the Quasr Platform, in the form provided by Quasr to Customer under this Agreement, contains no computer virus, Trojan horse, worm or other similar malicious code.

5.1.3. *Compliance with Law*. The Enterprise Services, in the form provided or made available by Quasr, will comply with all laws applicable to Quasr.

5.1.4. *Support Program*. Quasr will provide the Support Program in a good, professional and skillful manner, consistent with applicable industry standards.

5.2. Performance Remedy. If the Quasr Platform fails to conform to the warranty set forth in Section 5.1.1 and Customer provides written notice of the non-conformance to Quasr within the applicable Subscription Term then, as Customer's exclusive remedy and Quasr's sole obligation: Quasr will either repair or, at its option, replace the non-conforming Quasr Platform or, if Quasr is unable to correct the non-conformance within thirty (30) calendar days of receipt of such written notice from Customer, Customer may terminate the applicable Enterprise Services, and Quasr will refund to Customer a pro-rata amount of any Enterprise Services fees prepaid to Quasr and applicable to the unutilized portion of the Subscription Term for the terminated Enterprise Services.

5.3. Infringement Remedy. Customer's sole and exclusive remedy for any non-conformance with the warranty in Section 5.1.4 above will be Customer's defense and indemnification rights under Section 9 below, and Customer's termination rights under Section 8.2 below.

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5.4. Bugs and Abatement; Scope. Without limiting the express warranties in this Section 5 or any express warranties specified in the Additional Terms of Service, Quasr does not warrant that the Quasr Platform or Enterprise Services are completely free from all bugs, errors, or omissions, or will ensure complete security. THE WARRANTIES IN SECTIONS 5.1.1 AND 5.1.3 DO NOT APPLY TO ANY Quasr SUPPLEMENTAL MATERIALS. Supplemental Materials developed, created or provided by Third Parties are made available AS IS, without warranty of any kind. The warranties in this Agreement are for the sole benefit of Customer and may not be extended to any other person or entity.

5.5. Disclaimer Of Implied Warranties. Neither Party makes any representation or warranty in connection with the Enterprise Services, except as expressly warranted in this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY WARRANTED IN THIS SECTION 5 OR THE ADDITIONAL TERMS OF SERVICE, EACH Party DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OR IMPLIED OBLIGATION TO INDEMNIFY FOR INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ANY STATUTORY REMEDY.

6. CONFIDENTIAL INFORMATION

6.1 Customer and Quasr may be given access to Confidential Information from the other Party in order to perform their respective obligations under this Agreement. Confidential Information does not include information that: (i) is or becomes publicly known other than through any act or omission of the receiving Party; (ii) was in the other Party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving Party by a third Party without restriction on disclosure; (iv) is independently developed by the receiving Party, which independent development can be shown by written evidence; (v) or is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body. Details of the Enterprise Services, the Service Data, the Documentation, and the results of any performance tests of the Enterprise Services, constitutes Quasr’s Confidential Information.

6.2 Each Party shall hold the other's Confidential Information in confidence and by means that are no less restrictive than those used for its own confidential materials and, unless required by law, not make the other's Confidential Information available to any third Party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

6.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

6.4 The obligations of confidentiality and non-use in this Section shall survive termination of this Agreement. Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each Party will, upon request of the disclosing Party, either: (i) return all of such Confidential Information of the disclosing Party and all copies thereof in the receiving Party’s possession or control to the disclosing Party, or (ii) destroy all Confidential Information and all copies thereof in the receiving Party’s possession or control. The receiving Party will then, at the request of the disclosing Party, certify in writing that no copies have been retained by the receiving Party, its employees or agents.

7. DATA PROTECTION

7.1. Regulatory Issues.

7.1.1. *Personal Data – Compliance with Applicable Law.*

Customer determines in its sole discretion the nature, scope, origins and means by which it acquires Personal Data that it includes within Customer Data it (or its Accounts) input into the Quasr Platform. Quasr has no control over the nature, scope, or origin of, or the means by which Customer acquires such Personal Data. Without limiting the Customer Consent Assurance (defined in Section 7.1.3 below), Quasr will comply, and will ensure that its personnel comply, with the requirements of state, provincial, regional, federal and national privacy laws and regulations applicable to Quasr in its capacity as a service provider to Customer when it Processes such Personal Data as part of the Enterprise Services.

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Customer is solely responsible for ensuring that it complies with any legal, regulatory or similar restrictions applicable to the types of data Customer elects to Process with the Quasr Platform.

7.1.2. *ePHI*.

If Customer is subject to US healthcare data protection laws (e.g., HIPAA), Customer may not use the Quasr Platform to Process "electronic Protected Health Information".

7.1.3. *Customer Data Consents*.

Customer is solely responsible for obtaining, and represents and covenants that it has obtained or will obtain, all necessary consents, licenses and approvals for the Processing, or otherwise (if applicable) has a valid legal basis under applicable data protection or privacy laws for the Processing of any Personal Data input by Customer or its Accounts as part of the Enterprise Services (the "**Customer Consent Assurance**").

7.1.4. *Regulator Inquiries and Court Orders.*

If any regulator, or any subpoena, warrant or other court or administrative order, requires Quasr to disclose or provide Customer Data to a regulator or to any third Party, or to respond to inquiries concerning the Processing of Customer Data, Quasr will promptly notify Customer, unless prohibited by applicable law.

7.2. Data Processing Addendum for GDPR. If and to the extent any Customer Data includes Personal Data subject to the European Union's General Data Protection Regulation 2016/679 ("**GDPR**"), then each Party will comply with its obligations under the Data Processing Addendum published at quasr.io/legal/ (the "**DPA**"), which is incorporated into and made subject to this Agreement.

7.3. Information Security. Quasr will implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of Customer Data in the custody and under the control of Quasr; (ii) protect against any anticipated threats or hazards to the security or integrity of such Customer Data; (iii) protect against unauthorized access to or use of such Customer Data; and (iv) ensure that Quasr's return or disposal of such Customer Data is performed in a manner consistent with Quasr's obligations under items (i)-(iv) above. Customer is solely responsible for consequences of Customer's decision not to adopt updates or best practices that Quasr makes available to Customer.

7.4. Data Export, Retention and Destruction. Customer may export Customer Data from the Quasr Platform at any time during the Subscription Term, using the Quasr Platform's then existing features and functionality. Customer is solely responsible for its data retention obligations with respect to Customer Data. Customer may delete Customer Data on its Tenants at any time. Quasr will delete Customer's Tenants (and any data remaining on such Tenants) within thirty (30) calendar days of termination or expiration of the Subscription Term, and other Customer Data retained by Quasr (if any).

7.5. Sub-Processors. Customer consents to Quasr's use of sub-processors to provide aspects of the Enterprise Services, and to Quasr's disclosure and provision of Customer Data to those sub-processors. Quasr publishes a list of its then-current sub-processors at quasr.io/legal ("**Sub-Processors"**). Quasr will require its sub-processors to comply with terms that are substantially no less protective of Customer Data than those imposed on Quasr in this Agreement (to the extent applicable to the services provided by the sub-processor). Quasr will be liable for any breach of its obligations under this Agreement that is caused by an act, error or omission of a sub-processor. Quasr may authorize new sub-processors by provision of not less than thirty (30) calendar days' prior written notice to Customer, and by updating the Sub-Processor List. If Customer objects to the authorization of any future sub-processor on reasonable data protection grounds within thirty (30) calendar days of notification of the proposed authorization, and if Quasr is unable to provide an alternative or workaround to avoid Processing of Customer Data by the objected to Sub-Processor within a reasonable period of time, not to exceed thirty (30) calendar days from receipt of the objection, then, at any time within expiration of such thirty (30) calendar days period, Customer may elect to terminate the affected Subscription(s) without penalty, by notice to Quasr to that effect.

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7.6. Access by Quasr Personnel. Quasr will ensure that its personnel access Customer Data only when authorized by Quasr, and in accordance with Quasr's applicable controls. Access is typically required only when Quasr has been asked and authorized by Customer to resolve an issue. Quasr will ensure that its personnel are subject to obligations of confidentiality with respect to Customer Data.

7.7. Accounts Requests. If any Account requests Quasr to provide them with information relating to the Processing of Customer Data relating to them, or to make changes to such data, then Quasr will promptly notify Customer of the request, unless otherwise required by applicable law. Customer may make changes to Customer Data using the features and functionality of the Quasr Platform. Quasr can't make any changes to Customer Data.

7.8. Breach Notification. Quasr will notify Customer of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data in Quasr's possession or under its control (a "**Security Breach**") within seventy-two (72) hours of Quasr's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each Party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach including, in the case of Quasr, prompt provision of the following, to the extent then known to Quasr: (i) the possible cause and consequences of the Security Breach; (ii) the categories of Customer Data involved; (iii) a summary of the possible consequences for the relevant Accounts; (iv) a summary of the unauthorized recipients of the Customer Data; and (v) the measures taken by Quasr to mitigate any damage. Upon confirmation of any vulnerability or breach of Quasr's security affecting Customer Data in Quasr's custody and control, Quasr will modify its processes and security program as necessary to mitigate the effects of the vulnerability or breach upon such Customer Data. Insofar as the Security Breach relates to Customer, and except to the extent required otherwise by applicable law, Customer will have approval rights on notifying its Accounts and any third-Party regulatory authority of the Security Breach. All security breach or security compromise notifications will be sent via email to the persons designated by Customer to receive notices in the Order Form.

7.9. Instructions. Quasr will Process Customer Data only as necessary to provide the Enterprise Services, and in accordance with Customer's written instructions. This Agreement, and Customer's use of the Quasr Platform's features and functionality, are Customer's complete set of instructions to Quasr in relation to the Processing of Customer Data. Quasr will not disclose Customer Data to Third Parties except (a) to its sub-processors, as required to perform the Services, and (b) as otherwise expressly agreed in writing between Customer and Quasr.

7.9.1. *CCPA Restrictions.* The restrictions in this section apply for purposes of Customer Data that is (a) Personal Data, and (b) subject to the California Consumer Privacy Act of 2018, as amended from time to time.

7.9.1.1. As between Customer and Quasr, for purposes of the CCPA, Customer is a "business" and Quasr is a "service provider" (each as defined in the CCPA).

7.9.1.2. Quasr will not retain, use, or disclose such Personal Data for any purpose other than as required for the specific purpose of performing the Services, including to detect security incidents and protect against illegal activity;);

7.9.1.3. Quasr will not sell such Personal Data to any third Party. For these purposes, "**Sell**" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means any Personal Data to any third Party for monetary or other valuable consideration.

7.9.1.4. For clarity, the restrictions in this section include retention, use or disclosure of such Personal Data by Quasr outside of the direct business relationship between Quasr and Customer.

7.9.1.5. Quasr certifies that it understands the restrictions in this Section 7.9 and will comply with them.

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8. TERM & TERMINATION

8.1. Term. The term of this Agreement (the **Subscription Term**) shall commence on the effective starting date of the governing Order Form and shall continue for the period specified in that Order Form (the **Initial Term**). If duration is not otherwise specified in the Order Form, the initial term will be one (1) year.

Upon expiration of the Initial Term the Agreement will be automatically renewed for successive one (1) year periods (each a **Renewal Term**), unless either Party provides notice of termination ninety (90) calendar days prior to the end of the Initial Term or then current Renewal Term, as applicable.

8.2. Termination. Quasr may immediately terminate this Agreement (or alternatively, in its sole discretion, suspend the access to the Service) by giving written notice, effective as of the date of delivery of such notice, in the event Customer infringes Quasr' Intellectual Property Rights.

Either Party may terminate the Agreement if the other Party breaches any material provision of the Agreement and does not cure such breach within thirty (30) calendar days after receiving written notice thereof, or immediately, if such breach cannot be cured.

Either Party may terminate this Agreement by written notice to the other Party, effective as of the date of receipt of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

Upon termination or expiration of this Agreement for any reason:

A. any amounts owed to Quasr under this Agreement will be immediately due and payable; and,

B. all rights (including for the avoidance of doubt any licenses on the Platform) granted to Customer in this Agreement will immediately cease to exist; and,

C. Customer must promptly discontinue all use of the Platform; and,

D. Recipient will return to Discloser or destroy all copies of Discloser's Confidential Information in Recipient's possession or control (all terms defined hereafter); and,

E. Quasr has the right to suspend Customer's (and its End Users') access to the Services and the Platform.

The sections related to restrictions, confidentiality, Intellectual Property Rights and liability together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

Termination of the Agreement or of any Services will not entitle Customer to any refund of or relief from payment of any Services fees paid or payable under this Agreement.

8.3. Suspension – Critical Threats. If Quasr, acting reasonably in the circumstances then known to Quasr, determines that Customer's or any of its users or Accounts' use of the Enterprise Services or if any Identity Provider poses an imminent threat to (i) the security or integrity of any Customer Data or the data of any other Quasr Customer, or (ii) the availability of the Quasr Platform to Customer or any other Quasr Customer (collectively, a "**Critical Threat**"), then Quasr will immediately attempt to contact Customer to resolve the Critical Threat. If Quasr is unable to immediately contact Customer, or if Quasr contacts Customer but Customer is unable to immediately remediate the Critical Threat, then Quasr may suspend Customer's and its Users' use of the Quasr Platform until the Critical Threat is resolved and Quasr is able to restore the Enterprise Services for Customer.

8.4. The Parties acknowledge and agree that each Subscription Term is priced as a minimum term and may not be terminated for convenience. Subject to the foregoing, Quasr may not terminate any Services for convenience.

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9. INDEMNIFICATION

9.1. Customer will defend, indemnify and hold harmless Quasr (and its officers, directors, employees and agents) against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising from any founded and well-substantiated Third Party claim, suit, action or proceeding arising from the infringement of any European Intellectual Property rights by Customer Data. In such a claim, Customer may, in its sole discretion, (i) procure a license that will protect Quasr against such claim without cost to Quasr, or (ii) replace the Customer Data with non-infringing Customer Data. These are Quasr's sole and exclusive remedies for infringement or claims alleging infringement.

9.2. Quasr will defend, indemnify and hold harmless Customer (and its officers, directors, employees and agents) against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising from any founded and well-substantiated Third Party claim, suit, action or proceeding arising from the infringement of any European Intellectual Property rights by the Enterprise Services and the Quasr Platform. In such a claim, Quasr may, in its sole discretion, (i) procure a license that will protect Customer against such claim without cost to Customer, or (ii) replace the Enterprise Services and/or the Quasr Platform with non-infringing Enterprise Services and/or Quasr Platform, or (iii) if it deems such remedies not practicable, Quasr may terminate the Enterprise Services and/or the Quasr Platform and the Agreement without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the license fees prepaid for use of the Enterprise Services and/or Quasr Platform not yet furnished as of the termination date. These are Customer's sole and exclusive remedies for infringement or claims alleging infringement.

10. LIMITATION OF LIABILITY

10.1 Nothing in this Agreement excludes the liability of either Party:

a. for death or personal injury caused by the negligence of the other Party; or

b. for fraud or fraudulent misrepresentation; or

c. any liability that cannot be excluded or limited by law.

10.2 Neither Party shall be liable whether in tort, contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

10.3 Except for Customer's liability under the Indemnification section above (which will not be subject to any limit), neither Party's maximum aggregate liability arising out of this Agreement or any related agreement will in any event exceed two times (2x) the fees paid to Quasr under the affected Order Form(s) in the twelve (12) month period immediately preceding the aggrieved Party's first assertion of any claim against the other, regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

10.4 Quasr will not be liable for Quasr's failure to find, fix and monitor issues, any 'false positives' incorrectly identified by the Enterprise Services as requiring consideration of a remediation; or for any damage or loss suffered as a result of a recommended remediation deployed. Nor shall Quasr have any responsibility for any damage caused by errors or omissions in any content or omissions in any information, instructions, or scripts provided by Customer in connection with the Enterprise Services or any action taken by us at Customer's direction.

10.5 All other warranties, conditions, representations or other terms implied by statute or common law in relation to the Documentation and the Quasr Platform are excluded to the fullest extent permitted by law.

10.6 Each Party agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of such Party, or fail of their essential purpose and that without these limitations the fees for the Enterprise Services would be significantly higher. Neither Party may commence any action or proceeding under this Agreement more than two (2) years after the occurrence of the applicable cause of action.

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11. CLEAN DATA POLICY

Quasr will apply a "**Clean Data Policy**" for all its Customers:

11.1 *For inactive Tenants:* When Quasr receives no metrics during twelve (12) consecutive months on a Tenant, Quasr will notify Customer by email that if they want to keep the Tenant they must use the Tenant (e.g. at least login as admin). If Quasr still receives no metrics on that Tenant, after this notice period of one (1) month, Quasr has the right to delete that Tenant and all its resources (accounts, factors, etc.).

11.2 *For inactive accounts within a Tenant:* When Quasr receives no metrics during thirteen (13) consecutive months on an account, Quasr has the right to delete these accounts and all its resources (factors, consents, etc.).

If Customer wants more flexibility on this Clean Data Policy, Customer will be advised to subscribe to the optional product line item called "*Event Horizon"*.

12. WAIVER

No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

13. ASSIGNMENT

Customer may not assign or transfer this Agreement or any rights or obligations hereunder without Quasr's prior written consent. Notwithstanding the foregoing, no consent is required for Customer to assign its rights and obligations under this Agreement to an Affiliate or to a successor in interest through merger, reorganization, consolidation, or acquisition, provided that Customer provides Quasr with notice of the assignment. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. FORCE MAJEURE

Quasr shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, epidemic, pandemic, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15. DISCRIMINATORY PRACTICES

Neither Party will adopt or pursue a policy or mission that promotes or results in discrimination in hiring, compensation, promotion, termination, retirement, training, programs, and/or services, based on race, color, sex, national origin, religion, age, disability, gender identity or expression, marital status, pregnancy, sexual orientation, political affiliation or union membership.

16. REFERENCES

Quasr may use Customer's information and logo as part of reference, on condition that Quasr complies with trademark usage requirements as detailed by Customer. Quasr may issue public announcements or press releases pertaining to collaborations with Customer, upon Customer written approval. Quasr will notify Customer and will wait to receive Customer consent before scheduling any reference calls and related activities.

17. LEGAL NOTICES

For legal notices, please contact legal@quasr.io. A notice sent by email shall be deemed to have been received at the time of transmission.

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18. ENTITY AND LAW AND JURISDICTION

Customer is contracting with Quasr BV (a company registered in Belgium under company number 0779.655.316 whose registered office is at New Yorkkaai 85, Bus 302, 2000 Antwerpen, Belgium); (i) any dispute or claim arising out of or in connection with this Agreement shall be governed by and construed with the laws of Belgium; and (ii) the courts of Antwerp (Belgium) shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement.

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