

# VPC-IT, Corp dba qnectU

## MASTER SERVICE AGREEMENT

The Company and/or Individual ("Customer") named on the qnectU Service Order Agreement ("SOA") or specified during the online registration process and qnectU ("qnectU," "we," or "us") agree that the terms and conditions on the qnectU Service Order Agreement and this Master Service Agreement ("MSA") constitute the agreement (the "Agreement") for the provision of the Services selected by Customer and designated on a Service Order.

By establishing, activating, using, or paying for Services, or by checking the box "I have read and agree to the Terms of Service" and clicking the "Complete Order", "Submit" or similar button on any qnectU Administrative Website, order processing system, or webpage, Customer acknowledges that: (a) Customer has read and understands the terms of this Agreement; (b) Customer accepts and agrees to the terms and conditions contained in this Agreement ("Acceptance"); (c) Customer represents that Customer is of legal age to enter into this Agreement; and (d) Customer agrees to be bound by its terms, and to the prices, charges, and conditions provided to Customer in association with Customer's enrollment in the Services. If Customer does not accept this Agreement in its entirety, Customer may not access or use any qnectU service.

Customer shall not be eligible to use any qnectU Service if Customer is: (a) a citizen of or resides in a country in which use of a qnectU Service is prohibited by law, decree, regulation, treaty or administrative act; (b) a citizen or resident of, or located in, a country or region that is subject to U.S. sanctions or embargoes, including, without limitation, Cuba, Iran, North Korea, Sudan and Syria; or (c) an entity, an individual or an individual employed by or associated with an entity identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations.

The terms and conditions in this "MASTER SERVICE AGREEMENT" are applicable to all qnectU Services. Additional terms and conditions may apply to specific Services and are outlined in separate "SERVICE RIDERS" which are incorporated into this Agreement by reference as necessary for the specific Services being provided to Customer. All qnectU Terms, Conditions, and Policies may be found online at <https://qnectu.com/legal>.

### 1. DEFINITIONS:

**Agreement:** This Master Service Agreement, the Service Order Agreement executed by Customer, the then current product specific Service Rider for each applicable ordered Service, and any written Amendments or Addenda executed by qnectU and Customer. Multiple Service Order Agreements may be incorporated under this Master Services Agreement. In the event of inconsistency or conflict among these documents, precedence will be as follows: (1) Amendments or Addenda, (2) Service Order Agreement, (3) Service Rider and (4) this Master Service Agreement.

**Confidential Information:** All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the parties' communications regarding such items.

**Customer-Provided Equipment:** Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

**Initial Service Term:** The first Service Term period of a service before any subsequent renewal terms.

**Licensed Software:** Computer software or code provided by qnectU or required to use the Services, including without limitation, associated documentation, and all updates thereto.

**Party:** A reference to qnectU or the Customer; and in the plural, a reference to both companies/persons.

**qnectU:** A registered dba (doing business as) of the operating entity VPC-IT,

Corp, a Utah Corporation with principle offices located at 10421 S Jordan GTWY, Suite 635, South Jordan, UT 84095, and any parent companies, subsidiaries, affiliates, contractors or service providers that will provide the herein described services.

**qnectU Equipment:** Any and all facilities, equipment or devices provided by qnectU or its authorized contractors at the Service Location(s) that are used to deliver any of the Services, including, but not limited to, all phones, servers, computers, PBX, firewalls, appliances, access points, antennas, radios, terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, data service units, cabinets, and racks.

**Service(s):** Any service(s) performed and/or provided by qnectU to/for/on behalf of Customer described in one or more Service Order(s) including, but not limited to, high-speed Internet services ("Internet"), enterprise class commercial digital Internet voice services, toll-free, International, Fax, SMS/MMS and trunk services ("Voice") and IT, computer and network consulting services ("Support"), Web Hosting, Email, Etc (each a "Service" and collectively "Services").

**Service Commencement Date:** The date(s) on which qnectU first makes Service available for use by Customer. A single Service Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

**Service Location(s):** If applicable, the Customer location(s) where qnectU provides the Services (eg. Phone, Internet or IT Service). Not all qnectU Services are provided to Customer at a specific location (eg. Domain Name Registration, Web Hosting, Software Development, SEO Services, SaaS Services, Online Marketing, etc).

**Service Order:** A request for qnectU to provide Service(s) to Customer submitted by Customer to qnectU (a) on a then-current qnectU form designated for that purpose or (b) if available, through a qnectU online, electronic, or verbal order processing system or website designated for that purpose. Customer's first Service Order is included as part of the Service Order Agreement.

**Service Order Agreement:** The agreement under which all Service Orders are submitted to qnectU.

**Service Term:** The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Service Order.

**Termination Charges:** Charges that may be imposed by qnectU if, prior to the end of the applicable Service Term (a) qnectU terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges with respect to each terminated Service Order shall equal, in addition to all amounts payable by Customer in accordance with Section 5.3, ninety percent (90%) of the remaining monthly fees that would have been payable by Customer under the Service Order if the Services described in the Service Order had been provided until the end of the Service Term. In the event the Agreement is terminated as herein described during the Initial Service Term, Termination Charges shall also include one hundred percent (100%) of any amount paid by qnectU in connection with Custom Installation, development, or programming, for the Services provided by qnectU under the Service Order.

### 2. DELIVERY OF SERVICES :

**2.1 Orders.** Customer shall submit to qnectU a properly completed Service Order to initiate Services. A Service Order shall become binding on the parties when (i) it is specifically accepted by qnectU either electronically or in writing, (ii) qnectU first makes Services described in the Service Order available for use by Customer or (iii) qnectU begins Installation for delivery of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

**2.2 Access.** When applicable, qnectU may need physical access to Customer's Service Location(s) to provide Services (eg. Phone, Internet or IT Service). Customer, at no cost to qnectU, shall secure and maintain all necessary rights of access to Service Location(s) for qnectU to install and provide the Services, unless qnectU has secured such access prior to this Agreement. In addition, Customer shall provide an adequate environmentally

controlled space and such electricity as may be required for installation, operation, and maintenance of the qnectU Equipment used to provide the Services within the Service Location(s). qnectU and its employees and authorized contractors will require free ingress and egress into and out of the Service Location(s) in connection with the provision of Services. Upon reasonable notice from qnectU, Customer shall provide all required access to qnectU and its authorized personnel.

**2.3 Service Commencement Date.** Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of Voice, the day Voice Service is activated, qnectU shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Service Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Service Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2.4 qnectU Equipment.** qnectU Equipment is and shall remain the property of qnectU regardless of where installed within the Service Location(s), and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time qnectU may remove or change qnectU Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any qnectU Equipment or permit others to do so, and shall not use the qnectU Equipment for any purpose other than that authorized by the Agreement. qnectU shall maintain qnectU Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at qnectU's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the qnectU Equipment. Customer is responsible for damage to, or loss of, qnectU Equipment caused by its acts or omissions, and its noncompliance with this Section, or by fire, theft or other casualty at the Service Location(s), unless caused by the negligence or willful misconduct of qnectU. Customer agrees not to take any action that would directly or indirectly impair qnectU's title to qnectU Equipment, or expose qnectU to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following qnectU's discontinuance of the Services to the Service Location(s), qnectU retains the right to remove the qnectU Equipment, including, but not limited to, that portion of the qnectU Equipment located within the Service Location(s). To the extent qnectU removes such qnectU Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

**2.5 Customer-Provided Equipment.** qnectU shall have no obligation to install, operate, or maintain Customer-Provided Equipment (except as specifically outlined in an IT Services Agreement). Customer alone shall be responsible for providing maintenance, repair, operation and replacement of all Customer-Provided Equipment. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services and installed in a manner that will not cause harm to qnectU or qnectU equipment. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by qnectU's employees or authorized contractors when the difficulty or trouble report results from Customer-Provided Equipment.

**2.6 Administrative Website.** qnectU may, at its sole option, make one or more administrative websites available to Customer in connection with Customer's use of the Services (each an "Administrative Website"). qnectU may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify qnectU if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available via the Administrative Website. Customer shall be solely responsible for all Customer use of the Administrative Website, and qnectU shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. qnectU shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. qnectU may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

### **3. CHARGES, BILLING AND PAYMENT :**

**3.1 Charges.** Customer agrees to pay all charges associated with the Services, as set forth or referenced in the applicable Service Order(s) or invoiced by qnectU. These charges may include, but are not limited to setup

fees, installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of qnectU Equipment, per-call charges, charges for service calls, maintenance and repair charges, late fees, finance charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, may be invoiced after the Service has been provided to Customer.

**3.2 Third-Party Charges.** Customer may incur charges from third party service providers that are separate and apart from the amounts charged by qnectU. These may include, without limitation, charges resulting from accessing on-line services, calls to parties who charge for their telephone based services, purchasing or subscribing to other offerings via the Internet, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

**3.3 Payment of Bills / Invoices.** Except as otherwise indicated herein or on the Service Order(s), qnectU will invoice Customer in advance on a monthly basis for all monthly recurring Service charges and fees arising under the Agreement. All other charges will be billed monthly in arrears. Customer shall make payment to qnectU for all invoiced amounts on or before the due date of the invoice. Any amounts not paid to qnectU by such date will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's next monthly invoice shall include a prorated charge for the Services that are eligible for proration, from the date of installation to the first day of the new billing. In certain cases, qnectU may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party. qnectU shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

**3.4 Partial Payment.** Partial payment of any bill or invoice will be applied to Customer's outstanding charges in the amounts and proportions as solely determined by qnectU. No acceptance of partial payment(s) by qnectU shall constitute a waiver of any rights to collect the full balance owed under the Agreement. qnectU retains the right to deposit or cash any check or money order without regard to any statement made on such documents, including, but not limited to, any claims of "final payment", "paid in full", or similar, or dissimilar. In no event shall any statement made on any check or money order be binding upon qnectU, including, but not limited to, checks marked as "paid in full", or any variation thereof.

**3.5 Payment by Credit Card and/or Demand Draft.** Upon Customer's written or electronic request and qnectU's acceptance of such request, qnectU will accept certain credit card payments and/or demand draft payments for charges generated under the Agreement. By providing qnectU with a credit card number or bank account number, Customer authorizes qnectU to charge the card or debit the bank account for all charges generated under this Agreement, until (i) this Agreement is terminated or (ii) Customer provides sixty (60) calendar days prior notice that qnectU stop charging the credit card or debiting the bank account. Customer agrees to provide qnectU with updated credit card and/or bank account information or alternate payment information on a timely basis prior to the expiration or termination of the credit card or bank account on file or in the event that Customer's credit card limit and/or bank account balance is or will be insufficient to cover payment. If qnectU is unable to charge Customer's credit card or debit Customer's bank account for any reason, Customer agrees to pay all amounts due, including any late payment charges or bank charges, upon demand by qnectU. qnectU may limit the option to pay by credit card and/or demand draft to specific Services or may discontinue acceptance of credit card and/or demand draft payments in whole or in part upon thirty (30) calendar days prior notice to Customer. Customer agrees that under no circumstances will Customer rescind or charge back payments (and/or any associated taxes or other charges) made to qnectU via Credit Card or Demand Draft.

**3.6 Credit Approval and Deposits.** Initial and ongoing delivery of Services may be subject to credit approval. qnectU, in its sole discretion, may require Customer to make a deposit (as determined by qnectU according to Customer's credit worthiness) as a condition to qnectU's provision of the Services, or as a condition to qnectU's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by qnectU as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if qnectU determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined

by qnectU.

**3.7 Taxes and Fees.** All service fees are exclusive of any applicable taxes, and Customer shall be responsible for the payment of any and all applicable sales, use, excise, local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

**3.8 Disputed Invoice.** If Customer disputes any portion of an invoice, Customer must pay the entire invoice by the due date and submit a written claim, including all documentation substantiating Customer's claim, to qnectU for the disputed amount within thirty (30) calendar days of the invoice due date. In the event an amount is due to Customer it will be credited to Customer's next billing cycle. The Parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) calendar days after the dispute was submitted to qnectU, all disputed amounts shall become immediately due and payable to qnectU. In no event is an invoice disputable beyond thirty (30) calendar days of the invoice's original due date regardless of whether said invoice was paid by Customer.

**3.9 Past-Due Amounts.** In the event that any balance due is not actually received by qnectU by the fifth (5th) calendar day after the due date, (a) Customer will be in default under this Agreement (no notice being required), and (b) Customer will pay a late fee of ten-percent (10%) of the amount due (\$10 minimum), which is agreed to compensate qnectU for damages that qnectU will suffer as a result of processing Customer's late payment and related losses. Any amount past due for thirty (30) calendar days or more, including late fees, collection fees, attorney's fees, with or without suit, and prior accrued interest shall be subject to a finance charge of two percent (2%) per month compounded monthly (\$1 minimum). If Customer's account is delinquent, qnectU may refer the account to a collection agency or attorney to pursue collection of the past due amount and/or any qnectU Equipment that Customer fails to return in accordance with the Agreement. In the event of default and qnectU chooses to use a collection agency or attorney to collect any amount owed by Customer or any unreturned qnectU Equipment, Customer agrees to pay all costs, expenses and reasonable attorneys' fees expended by qnectU in enforcing this Agreement or collecting any sums due hereunder, both in and out of bankruptcy and before and after judgment. Additionally, if qnectU refers the account to a third party collection agency or attorney for further action, Customer agrees to pay, in addition to the amounts owed hereunder, a collection fee of fifty percent (50%), which shall be in addition to any attorney's fees and other costs recoverable hereunder. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to qnectU under the Agreement or at law or in equity.

**3.10 Rejected Payments.** Except to the extent otherwise prohibited by law, Customer will be assessed a \$35.00 service charge for any check, Credit Card or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. qnectU may, at its sole discretion, require replacement funds, as well as all payments for the next three (3) months, to be in the form of certified funds.

**3.11 Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services. qnectU may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. qnectU reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use by Customer.

**3.12 Risk-Free Trial Guarantee.** From time to time, qnectU may offer a Risk-Free Trial Guarantee ("Trial Guarantee"), the duration (the "Trial Period") and terms of which may vary according to the terms of specific sales promotions as described in the promotional literature or on a website, which is applicable only to Customer's first-ordered account. (Customer will not qualify for a Trial Guarantee program if Customer cancels and subsequently re-establish a qnectU account at the same or another Service Location.) Under the terms of this Trial Guarantee, if it applies, qnectU may refund some or all charges, including any applicable installation fee, provided the terms described below are satisfied. qnectU reserves the right to terminate, revoke, or change the terms of this Trial Guarantee at any time, without prior notice. In order to be entitled to any refund under this program, Customer must: (i) cancel the Service within the specified number of calendar days in the Trial Period after the Service Commencement Date; and (ii) return qnectU Equipment, undamaged and in original condition within seven (7) calendar days of Service cancellation, with all original packaging, documentation, and accessory materials. No refund of usage charges or any taxes or fees applicable to such charges will apply, including, but not limited to international calling, toll-free usage and directory assistance charges.

#### **4. TERM:**

**4.1 Agreement Term.** This Agreement shall begin on the date of Customer's first Acceptance of this Agreement and shall terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement. The term of a Service Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. Unless otherwise stated in these terms and conditions, if a Service Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date.

**4.2 Service Order Renewal.** Upon the expiration of the Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods for the length originally outlined in this Agreement and each applicable Service Order ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least sixty (60) calendar days before the expiration of the Service Term or the then current Renewal Term.

#### **5. TERMINATION OF AGREEMENT AND/OR A SERVICE ORDER:**

**5.1 Termination for Convenience.** Notwithstanding any other term or provision in this Agreement, Customer shall have the right to terminate a Service Order, or this Agreement in whole or part, at any time during the Service Term upon sixty (60) calendar days prior notice to qnectU, and subject to payment to qnectU of all outstanding amounts due for the Services, any and all applicable Termination Charges, and the return of any and all qnectU Equipment.

**5.2 Termination for Cause.** (a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) calendar days after receipt of notice of default, qnectU may, at its option, terminate this Agreement, terminate the affected Service Orders, suspend Service under the affected Service Orders, and/or require a deposit, advance payment, reconnect fee, or other satisfactory assurances in connection with any or all Service Orders as a condition of continuing to provide the Services.

(b) If either party breaches any material term of this Agreement and the breach continues without remedy for thirty (30) calendar days after notice of default, the non-defaulting party may terminate for cause any Service Order materially affected by the breach.

(c) A Service Order may be terminated by either party immediately upon notice if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(d) Termination by either party of a Service Order does not waive any other rights or remedies that it may have under this Agreement.

**5.3 Effect of Expiration or Termination of the Agreement or a Service Order.** Upon the expiration or termination of a Service Order for any reason: (i) qnectU may disconnect and/or discontinue the applicable Service; (ii) qnectU may delete all applicable data, files, electronic messages, voicemail, call recordings, call records, e-mail, databases, websites, domains, backups or other information stored on qnectU's servers or systems; (iii) qnectU may remove, release or reissue any phone, fax or toll-free number; (iv) if Customer has terminated the Service Order prior to the expiration of the Service Term for convenience, or if qnectU has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, qnectU may assess and collect from Customer applicable Termination Charges; (v) Customer shall, permit qnectU access to retrieve from the applicable Service Location(s) any and all qnectU Equipment (however, if Customer fails to permit access, or if the retrieved qnectU Equipment has been damaged and/or destroyed other than by qnectU or its agents, normal wear and tear excepted, qnectU may invoice Customer for the full replacement cost of the relevant qnectU Equipment, or in the event of minor damage to the retrieved qnectU Equipment, the cost of repair, which amounts shall be immediately due and payable); and (vi) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically and immediately terminate, and Customer shall be obligated to return the Licensed Software to qnectU, and remove Licensed Software from Customer equipment.

**5.4 Regulatory and Legal Changes.** The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement upon its execution are based on law and the regulatory environment as it exists

on the date of execution of this Agreement. qnectU may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects qnectU's ability to provide the Services herein.

## **6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS:**

**6.1.** IN NO EVENT WILL QNECTU BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF GOOD WILL, LOSS OF REPUTATION, OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OR THE PERFORMANCE OF THE SERVICES, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON LAW, EQUITY, CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE RELEASED PARTY(IES) HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE CUMULATIVE LIABILITY OF QNECTU AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS ("ASSOCIATED PARTIES") TO CUSTOMER AND ANY THIRD PARTY FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY OF THE SERVICES, THIS AGREEMENT, OR FROM ALL CAUSES OF ACTION AND BASED ON ANY THEORY OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO QNECTU DURING THE SIXTY (60) CALENDAR DAY PERIOD PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

**6.2.** CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED TO CUSTOMER "AS-IS" AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES, AND THAT CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S OWN RISK. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. AND ANY WARRANTIES IMPLIED OR ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE WITH RESPECT TO THE SERVICES, QNECTU EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, QNECTU DOES NOT WARRANT THAT THE SERVICES, QNECTU EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, QNECTU EQUIPMENT, OR LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, QNECTU EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

**6.3.** QNECTU MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, QNECTU EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

**6.4.** IN NO EVENT SHALL QNECTU, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

**6.5 Disruption of Service.** The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from High Risk Activities. qnectU shall not be liable for any inconvenience,

loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-Equipment; inability to obtain access to the Service Locations; failure of a communications line/link/satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions; pandemic or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

**6.6.** Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above disclaimers and limitations of liability may not apply to Customer. To the extent that qnectU may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of qnectU's liability shall be the minimum permitted under such applicable law.

## **7. INDEMNIFICATION:**

**7.1.** Subject to Section 6, each Party ("Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, stockholders, partners, providers, independent contractors and agents from and against any and all joint or several costs, damages, losses, liabilities, expenses, judgments, fines, settlements and any other amount of any nature, including reasonable fees and disbursements of attorneys, accountants, and experts, arising from any and all claims, demands, actions, suits, or proceedings whether civil, criminal, administrative, or investigative (collectively, "Claims") relating to: (i) any Claim of any third party resulting from the negligence or willful act or omission of Indemnifying Party arising out of or related to the Agreement, the obligations hereunder, and uses of Services, qnectU Equipment, and Licensed Software; and (ii) any Claim of any third party alleging infringement of a U.S. patent or U.S. copyright arising out of or related to this Agreement, the obligations hereunder, and the use of Services, qnectU Equipment, and Licensed Software.

**7.2.** The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of Section 7 hereof. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel of its own choosing, but which is reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

## **8. SOFTWARE & SERVICES:**

**8.1 License.** If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by qnectU, including, without limitation, end-user license agreements for the Licensed Software. qnectU and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

**8.2 Restrictions.** Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of qnectU; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

**8.3 Updates.** Customer acknowledges that the use of the Services may periodically require updates and/or changes to certain Licensed Software

resident in the qnectU Equipment or Customer-Provided Equipment. If qnectU has agreed to provide updates and changes, qnectU may perform such updates and changes remotely or on-site, at qnectU's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by qnectU.

**8.4 Intellectual Property Rights in the Services.** Title and intellectual property rights to the Services are owned by qnectU, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, reselling, bundling or publication of the Services, in whole or in part, without express prior written consent from qnectU or other owner of such material, is prohibited.

## **9. CONFIDENTIAL INFORMATION AND PRIVACY:**

**9.1 Disclosure and Use.** All Confidential Information shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

**9.2 Exceptions.** Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

**9.3 Remedies.** Notwithstanding any other Section of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 9, including, but not limited to, injunctive relief.

**9.4 Monitoring.** qnectU shall have no obligation to monitor postings or transmissions made in connection with the Services, however, Customer acknowledges and agrees that qnectU and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this Agreement, and as otherwise required by law or government request. qnectU reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in qnectU's sole discretion, is unacceptable, undesirable or in violation of this Agreement.

**9.5 Customer Privacy Policies.** In addition to the provisions of Section 9, the privacy policy below applies to qnectU's handling of Customer confidential information. In the event of a conflict between the provisions of Section 9 and any provision of the privacy policy below, the applicable provision of the privacy policy shall prevail in the resolution of the conflict.

A copy of qnectU's privacy policy is available at <http://qnectu.com/legal> (or any successor URL).

**9.6 Privacy Note Regarding Information Provided to Third Parties.** qnectU is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policies. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

## **10. PROHIBITED USES:**

**10.1 Resale.** Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof without the express prior written permission of qnectU.

**10.2 Use Policies.** Customer agrees to ensure that all uses of the qnectU Services and/or the qnectU Equipment installed at its premises ("use") are

legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("user"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. qnectU reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if qnectU (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with qnectU's ability to provide the Services to Customer or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believes that Customer's use of the Service interferes with or endangers the health and/or safety of qnectU personnel or third parties. Furthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted on qnectU's website at <http://qnectu.com/legal> (or any successor URL) or on another website about which Customer has been notified, and are incorporated into this Agreement by reference. qnectU may update the use policies from time to time, and such updates shall be deemed effective seven (7) calendar days after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the above web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the use policies. qnectU's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

**10.3 Violation.** Any breach of this Section 10 shall be deemed a material breach of this Agreement. In the event of such material breach, qnectU shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of qnectU, and then to notify Customer of the action that qnectU has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

## **11. SERVICE CREDITS:**

**11.1 Credit Allowances.** Unless otherwise addressed in a service level agreement (SLA) attached to this Agreement qnectU will allow a pro-rata credit against future payment of the net monthly recurring charge (exclusive of nonrecurring charges, other one-time charges, per call charges, measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees) for a Service Interruption, except as specified below or as may otherwise be legally required ("Credit"). "Service Interruption" shall mean a break in transmission that renders the Service unusable for transmission and reception. For the purposes of calculating a Credit allowance, the Service Interruption period begins when the Customer reports an interruption in the portion of the Service to qnectU, a trouble ticket is opened, and the Service is released to qnectU for testing and repair. The Service Interruption ends when the affected portion of the Service has been restored and qnectU has closed the trouble ticket. Service Interruption time does not include interruptions of less than thirty (30) minutes' duration. The daily rate for the net monthly recurring charge will be calculated as [monthly rate x 12 months / 365 days]. Credits will be as follows:

Length of Service Interruption	Amount of Credit
Less than 30 minutes	None
At least 30 minutes but less than 3 hours	1/8 of a day
At least 3 hours but less than 6 hours	1/4 of a day
At least 6 hours but less than 9 hours	3/8 of a day
At least 9 hours but less than 12 hours	1/2 of a day
At least 12 hours but less than 15 hours	5/8 of a day
At least 15 hours but less than 18 hours	3/4 of a day
At least 18 hours but less than 21 hours	7/8 of a day
At least 21 hours and up to and including 24 hours	1 full day

The total number of credit allowances per month shall not exceed the total monthly recurring charge for the affected Service. Credit allowances will not be made for less than \$1.00, unless required under applicable law. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from qnectU within five (5) calendar days of the interruption.

**11.2 Exceptions to Credit Allowances.** A Service Interruption shall not qualify for the Credits set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through qnectU, including, without limitation, Customer's users, third-party network providers; any power, equipment or services provided by

third parties; or an event of force majeure as defined in this Agreement, unless otherwise provided under applicable law. The remedies set forth in this Section 11 shall be Customer's sole and exclusive remedy for any Service Interruption in the Services, outage, unavailability, delay or other degradation in the Services or any qnectU failure to meet the objectives of the Services.

## **12. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY:**

**12.1 Consent to Electronic Communications.** qnectU may be required to send Communications to Customer that may pertain to the Services, the use of information submitted by Customer to qnectU, and the Services Customer chooses. Additionally, certain Third Party Services Customer may choose may require Communications with the third parties who administer these programs. Customer agrees that qnectU, on behalf of itself, and others who administer such services (as applicable), may send Communications to Customer by email and/or may make Communications available to Customer by posting them at one or more websites. Customer consents to receive these Communications electronically. The term Communications means any notice, record, agreement, or other type of information that is made available to Customer or received from Customer in connection with the Services.

**12.2 Consenting to Do Business Electronically.** The decision whether to do business electronically is Customer's, and Customer should consider whether Customer has the required hardware and software capabilities described below. Customer consents to do business electronically and Customer's agreement to do so covers all transactions between Customer and qnectU for the duration of the Agreement.

**12.3 Hardware and Software Requirements.** In order to access and retain an electronic record of Communications, Customer will need: a computer, a monitor, a connection to an Internet service provider, Internet browser software that supports 128-bit encryption, and an e-mail address. By Accepting this Agreement Customer is confirming to qnectU that Customer has the means to access, and to print or download Communications.

**12.4 Withdrawal of Consent.** If Customer later decides that Customer does not want to receive future Communications electronically, Customer must send written notice via U.S. Certified Mail, Return Receipt Requested to: qnectU, ATTN: Notices, 10421 S Jordan GTWY, Suite 635, South Jordan, UT 84095. If customer withdraws consent to receive Communications electronically, qnectU may, at its sole discretion, terminate this Agreement.

**12.5 Changes to Customer's Email Address.** Customer agrees to notify qnectU promptly of any change in Customer's email address.

## **13. MISCELLANEOUS TERMS:**

**13.1 Force Majeure.** Neither Party shall be liable or deemed to be in default if at any time during the existence of the Agreement, either Party is unable to perform in whole or in part any obligation under the Agreement, directly or indirectly, because of force majeure conditions such as acts of God, war, riots, civil disturbances, insurrections, accidents, hostility, military operations of any character, civil commissions, acts of the public enemy, sabotage, quarantine restrictions, acts of regulatory or governmental agencies, acts of nature, fire, earthquakes, floods, the elements, explosions, epidemics, power blackout, cable cut, strikes or other labor trouble, embargoes, shortages of suitable parts, materials, services, labor or transportation upon which the Services rely, unavailability of right-of-way, or any other matter beyond human control/capability, except that Customer's obligation to pay for Services provided shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

**13.2 Assignment and Transfer.** Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. The foregoing notwithstanding, qnectU may assign this Agreement to any affiliate, related entity, or successor in interest without Customer's consent. In addition, qnectU may partially assign its rights and obligations hereunder to any party that acquires from qnectU all or substantially all of its assets in which the Service is deployed to Customer. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

**13.3 Export Law and Regulation.** Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations, and any foreign use or transfer of such products, software, and technical information must be authorized under those regulations. Customer agrees that it will not use, distribute, transfer, or transmit

the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by qnectU, Customer also agrees to sign written assurances and other export-related documents as may be required for qnectU to comply with U.S. export regulations.

**13.4 Notices.** Except as otherwise provided in this Agreement, any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given: (a) by qnectU to Customer via email (in each case to the email address that Customer provided to qnectU), or a posting by qnectU on qnectU's website; or (b) by Customer to qnectU via email to notices@qnectu.com or to such other addresses as qnectU may specify. The date of receipt will be deemed the date on which such notice is transmitted.

**13.5 Entire Understanding.** The Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the parties' rights or obligations relating to the Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not expressly provided for in this Agreement are of no effect. Terms or conditions contained in any purchase order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect. Only specifically authorized representatives of qnectU may make modifications to this Agreement or this Agreement's form. No modification to the form or this Agreement made by a representative of qnectU who has not been specifically authorized to make such modifications shall be binding upon qnectU. No subsequent agreement among the parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both parties.

**13.6 Severability.** If any provision of this Agreement shall be held to be invalid, void, or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of legal jurisdiction and authority finds that any provision of this Agreement is invalid, void, or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**13.7 Survival.** The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

**13.8 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and the Parties agree that venue and exclusive jurisdiction of all suits, actions, and proceedings arising out of or in connection with this Agreement shall lie in the District Court for the County of Salt Lake, State of Utah or in the District Court for the District of Utah. Both Parties irrevocably hereby submit to the jurisdiction of said courts for the purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

**13.9 No Third Party Beneficiaries.** This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**13.10 No Waiver.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s).

**13.11 Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

**13.12 Headings for Reference Only.** The headings of sections and paragraphs herein are included solely for convenience of reference and shall not be construed as part of the Agreement or as defining or limiting in any way the scope or intent of the provisions hereof or control the meaning or interpretation of any of the provisions of the Agreement. In addition, words of any gender used in the Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the sense requires. The word "including" or its

variants shall be construed non-exclusively to mean "including, but not limited to."

**13.13 Construction.** The language used in this Agreement will be deemed the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against either party.

**13.14 Compliance with Laws.** Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

**13.15 Changes to this Agreement.** qnectU may change, modify, or update this Agreement, and any related policies from time to time. Any updates will be posted at the Terms of Service section of the qnectU website, currently located at <https://qnectu.com/legal>. Notice will be considered received by Customer and any such updates shall be deemed binding and effective seven (7) calendar days after the update is posted to the qnectU website, with or without actual notice to Customer, except in the case of changes to the prices or charges. The Agreement as posted supersedes all previously agreed to electronic and written terms of service. Customer's continued use of qnectU Services after qnectU's posting of the update constitutes Customer's continued Acceptance the Agreement as modified.

**13.16 Electronic Transmission & Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof. This Agreement may be executed electronically and transmitted via webpage, e-mail and/or facsimile transmission or smiler means, and in such event shall be effective and binding on the Parties hereto and their successors and assigns as if originally executed.

**13.17 Restrictions Against Hiring qnectU Personnel.** During the term of the Agreement and for a period of two (2) years immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option either of qnectU or Customer, with or without notice, Customer shall not, either alone or in association with others, on Customer's behalf or on behalf of any other party, directly or indirectly; (i) Solicit, call on, contact, engage, induce or attempt to induce any employee or contractor of qnectU to terminate his or her employment with qnectU; (ii) Call on, contact, solicit for employment, hire or engage as an independent contractor, any person who was employed by Company at any time during the term of the Agreement; provided, that this clause (ii) shall not apply to any individual whose employment with Company

has been terminated for a period of twelve (12) months or longer before any such solicitation occurs; (iii) Or otherwise interfere with or damage the relationship between qnectU and its employees and contractors. These provisions shall hold regardless of whether Customer is participating as an owner, officer, director, employee, independent contractor, agent, consultant, partner, stockholder (excepting as a passive investor in a publicly owned company), principal, corporate officer, member, or otherwise. If Customer breaches this obligation, Customer agrees that damages would be difficult to determine and Customer agrees to pay qnectU twenty-five thousand dollars (\$25,000) as liquidated damages.

**13.18 Independent Obligation.** Customer's obligations to pay qnectU the fees and charges described in this Agreement are independent of qnectU's obligations hereunder. Customer has no right and Customer waives and relinquishes all of Customer's rights to withhold or deduct or offset any such fees or any charges for Additional Services.

**13.19 Customer Representations and Warranties.** Customer hereby warrants, represents and covenants that: (i) Customer has full and unrestricted power and authority to enter into and perform its obligations under this Agreement; (ii) The Agreement is a legal, valid, and binding obligation of Customer, enforceable against him in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally, and equitable remedies); (iii) Entering into the Agreement will not violate the Charter or Bylaws of Customer or any material contract to which Customer is a party; (iv) If Customer is a corporation or a limited liability company, that it is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business.

**13.20 Public Announcements.** Customer agrees not to, at any time before, during or after the term of this Agreement, issue any online, social media posts, press releases or other public statements concerning the existence, subject matter, terms or performance of any Service or this Agreement without qnectU's prior written approval.

**13.21 Ownership; No Transfer of Title.** Nothing in this Agreement shall be construed as transferring any intellectual property rights or ownership interests from qnectU to Customer. Without limiting the foregoing, all ownership of and all right, title and interest including all copyrights and all other intellectual property rights in and relating to the Services, websites, design and formatting specifications and any content embodied by or set forth in the same shall be and remain exclusively with qnectU. qnectU reserve all rights not expressly granted hereunder.

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