



## Master Terms and Conditions quickcode

### 1. DEFINITION OF TERMS

The following terms have the following meanings:

1.1 “**Analyst Services**” means the number of hours per month, identified in an Order that are made available to Client in order to train Client on use of the Platform and Base Service, ingest data, analyze data and assist Client in creating reports as requested by Client.

1.2 “**Base Service**” means the basic offering of the Platform and standard dashboards made available by quickcode as part of the Base Service.

1.3 “**Confidential Information**” means all confidential or proprietary information disclosed by one Party to the other in connection with this Agreement, unless it is or later becomes publicly available through no fault of the other Party or it was or later is rightfully developed or obtained by the other Party from independent sources free from any duty of confidentiality. Without limiting the generality of the foregoing, Confidential Information shall include: (a) Client Data (as defined herein) and non-public information, documentation, and materials, which may be disclosed or made available from any source or in any form relating to the Client’s business, financial information, patients, employees, programs, documentation, techniques, trade secrets, and systems, and (b) quickcode’s Proprietary Items. Confidential Information shall include the terms and pricing in this Agreement, but not the fact that this Agreement has been signed, the identity of the Parties or the identity of the services or products.

1.4 “**Documentation**” means quickcode’s standard user guides and manuals relating to the Services and Platform, including on-line help, as updated and amended from time to time.

1.5 “**Module**” means the software (e.g. dashboards, analytics and other functionality) that is ordered by Client pursuant to an Order and operates on the Platform.

1.6 “**Order**” means quickcode’s standard order form executed by both Parties, substantially in the applicable form attached to this Agreement, or an order in another form that is executed by both Parties and references this Agreement.

1.7 “**Platform**” means quickcode’s proprietary software (a.k.a. quickcode) including tools, database schemes, database, systems, dashboards and analytics, hardware, and technology infrastructure supporting the Services up to the Service Limits.

1.8 “**Proprietary Items**” means, collectively, the Services, Platform, and Documentation, the visual expressions, screen formats, report formats and other design features of the Services and Platform, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Services, Platform, or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Services, Platform, or Documentation, all derivative works (as such term is used in U.S. copyright laws) based upon any of the foregoing.

1.9 “**Services**” or “**SaaS Services**” means the services that are ordered by Client under a subscription Order, including limited access and use rights to the Platform in accordance with the Documentation and this Agreement, the Analyst Services, Base Service, and any additional Modules. SaaS Services do not include professional services.

1.10 “**Service Limits**” mean the applicable limits relating to a certain aspect of the Platform or Services as set forth in the Order (or otherwise in this Agreement).

1.11 “**Subscription Term**” means the duration of Client’s right to receive, access, and use the Services and Platform, as set forth on an Order (the “**Initial Subscription Term**”) and any subsequent Renewal Subscription Terms. In the event that such duration is not specified on the applicable Order, the Subscription Term shall be twelve (12) months..



## 2. SUBSCRIPTION RIGHTS AND OBLIGATIONS

**2.1 Subscription Rights; quickcode Obligations.** Subject to the terms and conditions of this Agreement, quickcode shall make available to Client on a non-exclusive and non-transferable basis during the Subscription Term the Services in accordance with the Documentation and applicable Order(s). In addition, quickcode will:

(a) host, operate, maintain, and support the Platform as necessary to make available the Services in accordance with the service levels set forth in the subscription agreement;

(b) specify to Client the procedures according to which Client may establish and obtain access to and use the features and functions of the Services and Platform, including, without limitation, providing any access codes, passwords, web-sites, connectivity standards or protocols, or any other relevant procedures; and

(c) from time-to-time in accordance with quickcode's generally applicable procedures, make available and implement upgrades, enhancements, and error corrections at no additional charge when such upgrades, enhancements and error corrections are generally made available to its other clients at no additional charge.

**2.2 Service Limits.** quickcode will not be obligated to provide the Platform or Service in excess of the applicable Service Limits. Once a given Service Limit is reached, quickcode will notify Client of that fact and provide the Client the opportunity to order additional capacity in order to increase the applicable Service Limit. Any increase in capacity will require a new Order. Once the Service Limit is exceeded, Client will no longer have the ability to use any data beyond the limit and may be unable to upload any new data or information to the Services.

**2.3 Authorized Access.** Unless otherwise specified in the applicable Order, (a) Services are purchased on a seat basis and such use and access of the Services is limited to the specified number of seats set forth in the Order, (b) additional subscriptions may be added during the Subscription Term at quickcode's then current standard fees by executing an additional Order, and (c) the added subscriptions shall terminate on the same date as the initial seat subscriptions. Any individuals that use or access the Services or Platform must access the Services and Platform through the specified means. Client may not use indirect access to access the Services or Platform.

**2.4 Client Responsibilities.** Client shall (a) be responsible for connecting to and using the Services and Platform made available to it in accordance with this Agreement, (b) be responsible for all users acts and omissions, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services or Platform, and notify quickcode promptly of any such unauthorized access or use, (d) use the Services and Platform only in accordance with this Agreement, the Documentation and applicable laws and regulations, and (e) reasonably cooperate with quickcode as necessary for quickcode to perform its obligations. Client shall make available in a timely manner at no charge to quickcode all documentation, test data, or other information and resources required by quickcode for the performance of the Services. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all data, materials and information supplied by Client. Client shall reimburse quickcode for any additional efforts or costs it incurs as a result of Client's failure to perform its obligations.

**2.5 Restrictions.** Client shall not (and shall not permit any authorized user to: (a) make the Services or Platform available to any third party other than authorized users associated with Client, (b) resell, lease, distribute, transfer or otherwise make available the Services or Platform on a time-sharing or service bureau basis to a third party, (c) use the Services or Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services or Platform to store or transmit malicious code, (e) use or access the Services or Platform in any way that threatens the integrity, performance, or availability of the Services or Platform or any data therein, (f) attempt to gain unauthorized access to the Services, Platform or the data stored or processed therein, other than authorized Client Data, if opted into by Client, (g) use any means to attempt to circumvent, or otherwise circumvent any Service Limits; (h) load, or permit the loading, of Client Data in violation of any applicable, law, rule or contract; or (i) decompile, disassemble, or reverse engineer the Services or Platform, in whole or in part. quickcode may restrict or prohibit access to Client if quickcode reasonably suspects Client is breaching its obligations under this Section.

## 3. CLIENT DATA

**3.1 Client Data.** Client acknowledges and understands that use of the Services or Platform will permit or require Client to provide certain Client Data to quickcode up to the amount set forth on an Order (the "**Data Limit**"). If no Data Limit is specified on an Order then the Data Limit shall be 1,000,000 paragraph-length text fields. If Client's actual data usage exceeds the Data Limit, Client will have been deemed to have reached its Service Limit and must execute an additional Order for additional data storage. quickcode shall not be required to accept any Client Data beyond the Service Limits.



**3.2 Data Ownership.** All Client Data shall be considered proprietary to Client. quickcode will only use Client Data for performing the Services as authorized under this Agreement.

**3.3 End of Subscription Term.** Upon the termination or expiration of the Agreement, Client acknowledges and agrees that quickcode has no obligation to return to Client, or retain, any Client Data.

#### **4. PAYMENTS**

**4.1 Fees and Expenses.** In consideration for the subscriptions granted to Client and the performance of quickcode's other obligations under this Agreement, Client shall pay to quickcode, without offset or deduction, the fees and expenses as determined under the Order and this Agreement. quickcode reserves the right to increase the fees each year, but must provide notification of such increases at least thirty (30) days in advance. Unless otherwise provided in an Order, all such fees shall be due and payable within thirty (30) calendar days after an invoice is issued by quickcode. Whenever any services are provided by quickcode at a Client location or any other location requested by Client other than one of quickcode's locations, Client shall reimburse quickcode for reasonable travel, lodging, meal and related expenses incurred by quickcode representatives in providing such services.

**4.2 Taxes.** The fees and other amounts payable by Client to quickcode do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services, Platform, Documentation, or otherwise, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon quickcode's net income. Client shall directly pay any such taxes assessed. Client shall promptly reimburse quickcode for any taxes payable or collectable by quickcode (other than taxes based upon quickcode's net income). If Client has provided quickcode with proof of its tax exempt status, then, in the event that Client's tax exempt status should become altered, Client shall be obligated to notify quickcode immediately of any such modification and Client shall become liable for all taxes as set forth above. In the event Client fails to notify quickcode of any such change, Client shall be liable for payment of any tax related penalties or interest assessed against quickcode or Client as a result of such Client failure.

**4.3 Payment Terms.** Fees and expenses shall be invoiced by quickcode as set forth in the Order. If not specified in an Order, fees shall be payable in advance upon execution of the Order and expenses as incurred. All invoices shall be sent to Client's address for invoices as designated by Client or, if not designated, then the address printed on this Agreement. If any Client payment is more than thirty (30) days past due, interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue, unless the non-payment is subject to a Good Faith Dispute. All fees and other amounts paid by Client under this Agreement are non-refundable. All dollar amounts referred to in this Agreement are in United States Dollars. "**Good Faith Dispute**" means a good faith dispute by Client of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (a) Client has given written notice of the dispute to quickcode promptly after receiving the invoice and (b) the notice explains Client's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed.

**4.4 Suspension.** In the event that Client's account is more than thirty (30) days overdue, quickcode shall have the right, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Client's use of the Services and Platform, without further notice to Client, until Client has paid the full balance owed, plus any interest due.

#### **5.0 WARRANTIES AND LIMITATIONS**

**5.1 Performance Warranties.** The Services and Platform shall perform as described in the then current Documentation in all material respects. Client will timely notify quickcode of any known non-conformance to these warranties. quickcode's only obligation under these warranties is to correct any failure to so perform, or if such correction is not possible in a commercially reasonable timeframe, refund the fees paid for the specific non-conforming services during the periods of non-conformance.

**5.2 Client Warranty.** Client represents and warrants that Client has all necessary rights to use and provide the Client Data to quickcode. Client further represents and warrants that Client is not violating any existing agreements or laws and regulations by providing quickcode with Client Data.

**5.3 Exclusion for Unauthorized Actions and Results of Use.** quickcode shall have no liability under any provision of this Agreement with respect to any performance problem, delay, or other matter to the extent attributable to any unauthorized or improper use or modification of the Services, Platform, Documentation, any unauthorized combination with other services, deliverables, platforms, software, hardware, or technology, or any act or omission by Client, its affiliates, or other authorized users or other representatives or contractors. Client is solely responsible for the results obtained from the use of the Services, Platform and Documentation.



**5.4 Disclaimer.** Except as expressly stated ABOVE IN THIS SECTION , the Services and Platform are provided "as is" and quickcode makes no representations or warranties, oral or written, express or implied, arising from course of dealing, course of performance, usage of trade, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, non-interference, or non-infringement. quickcode makes no representations or warranties, nor shall quickcode have any liability with respect to, any third party DATA, products or services.

**5.6 Damage Limitation.** IN NO EVENT WILL quickcode BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE, SAVINGS OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF ANY SERVICES, PLATFORM, OR DOCUMENTATION BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for a third party infringement claim under Section 10 (Indemnification), quickcode's total liability under this Agreement and all Orders shall under no circumstances exceed the fees actually paid by the Client to quickcode under the applicable Order giving rise to the claim or this Agreement if such claim does not relate to a specific Order.

**5.7 Other Limitations.** The warranties made by quickcode in this Agreement, and the obligations of quickcode under this Agreement, run only to Client and not to any third party. Under no circumstances shall any Client affiliate, Client customer, student, contractor, or user, or any other third party be considered a third party beneficiary of this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Client more than one (1) year after Client first has knowledge of the basis for the action or claim. The Client and quickcode have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability is to be limited in accordance with the provisions of this Agreement.

## 6. CONFIDENTIALITY

All Confidential Information of a Party ("**Disclosing Party**") in the possession of the other ("**Receiving Party**"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality of the Confidential Information. Information will not constitute the other Party's Confidential Information if it (a) is already known by the Receiving Party without obligation of confidentiality; (b) is independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; (c) is publicly known without breach of this Agreement; or (d) is lawfully received from a third party without obligation of confidentiality. The Receiving Party will not use or disclose any Confidential Information except as expressly authorized by this Agreement and will protect the Disclosing Party's Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonable level of care under similar circumstances. The Receiving Party will take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party will not be in violation of this Section 8 with regard to a disclosure that was in response to a valid order or requirement by a court or other governmental body or otherwise required by law, provided that the Receiving Party gives the Disclosing Party prior written notice of such disclosure in order to permit the Disclosing Party to seek an appropriate protective order. Information that is disclosed pursuant to a valid court or governmental order shall not lose its status as Confidential Information.

## 7. OWNERSHIP OF PROPRIETARY ITEMS

**7.1 General.** All Proprietary Items provided to or accessed by Client under this Agreement are being made available on a strictly confidential and limited use basis in accordance with this Agreement and have great commercial value to quickcode. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Client under this Agreement. quickcode reserves all rights not expressly granted by this Agreement.

**7.2 Title and Ownership.** All right, title, and interest in and to the Proprietary Items (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are and will remain the sole and exclusive property of quickcode. Any derivative works, modifications, or enhancements relating to the Proprietary Items (whether created alone by either Party or jointly by or on behalf of both Parties or their representatives) will be solely and exclusively owned by quickcode. Client hereby assigns to quickcode any rights, title and interest, including all intellectual property rights in any feedback, suggestions, ideas, derivative works, modifications, enhancements, or improvements related to the Proprietary Items that Client or any of its authorized users or representatives provide, propose, create, conceive, author or develop relating to this Agreement or their use of the Services or Platform. Client will execute and deliver (or cause its representatives to execute and deliver) any additional documents deemed reasonably necessary or appropriate to perfect, maintain, protect, or enforce quickcode's rights described above and the intent of this Section.



## 8. INDEMNIFICATION

quickcode shall defend, indemnify, and hold Client harmless against all third party intellectual property infringement suits brought against Client, and will pay any settlement approved by quickcode, or any damages finally awarded in such suit, insofar as such suit directly arises out of Client's use of the Platform or Services, only as expressly authorized under this Agreement, provided that Client gives quickcode (a) prompt written notice of such claim; (b) sole authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as quickcode may reasonably request, at quickcode's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, quickcode shall have no obligation or liability to the extent that the alleged infringement or misappropriation arises from (1) the combination, operation, or use of the Proprietary Items with products, services, deliverables, materials, technologies, business methods or processes not furnished by quickcode; (2) modifications which were not made by quickcode; (3) Client's breach of this Agreement or use of the Proprietary Items other than in accordance with this Agreement (collectively, "*IP Exclusions*"). Upon the occurrence of any claim for which indemnification is or may be due under this Section, or in the event that quickcode believes that such a claim is likely, quickcode may, at its option (i) modify the Proprietary Item so that it becomes non-infringing, or substitute functionally similar services, platforms, deliverables, or documentation; (ii) obtain a license to the applicable third-party intellectual property; or (iii) terminate this Agreement (or the applicable Orders) on written notice to Client and refund to Client any pre-paid fees for Services not provided. The obligations set forth in this Section shall constitute quickcode's entire liability and Client's sole remedy for any infringement or misappropriation.

## 9. TERMINATION

9.1 Either Party may terminate this Agreement immediately on giving notice in writing to the other Party if the other Party:

(a) commits a material breach (including any non-payment of fees due other than fees subject to a Good Faith Dispute) and, in the case of a material breach capable of being cured, failed to cure that breach within sixty (60) days after the receipt of a request in writing to cure such breach; or

(b) files for bankruptcy;

(c) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it;

(d) makes an assignment for the benefit of all or substantially all of its creditors; or

(e) enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations; provided, however, if the non-terminating party provides adequate assurances regarding its ability to continue performing the other Party may not terminate.

9.2 quickcode may terminate this Agreement if Client fails to remit payment and does not cure such payment discrepancy within thirty (30) days of the provision of notice.

9.3 Upon any termination or expiration of this Agreement, whether under this Section 10 or otherwise, quickcode shall perform its data transfer obligations under Section 4.4 of the Agreement and Client shall: (a) discontinue all access and use of all Proprietary Items, (b) promptly return to quickcode all copies of the Documentation and any other Proprietary Items then in Client's possession or control, and (c) give written notice to quickcode certifying that all copies of the Proprietary Information have been permanently deleted. Client shall remain liable for all payments due to quickcode with respect to the period ending on the date of termination. For any termination other than a termination for good cause by Client in accordance with Section 10.1, the balance of all remaining subscription fees relating to the then current Subscription Term will be due and payable. The provisions of Sections 4.4, 5, 6.1 - 6.4, 7, 8, 9, 10, and 11 shall survive any termination or expiration of this Agreement.

## 10. OTHER PROVISIONS

10.1 **Compliance with Laws.** Each Party shall keep informed of and comply with all applicable federal, state and local laws and regulations in connection with their business, operations, and obligations under this Agreement.

10.2 **Notice.** All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the first business day after being sent by a reputable overnight delivery service. Either Party may change its address for notices by giving written notice of the new address to the other Party.



**10.3 Parties in Interest.** This Agreement shall bind, benefit and be enforceable by and against quickcode and Client and, to the extent permitted hereby, their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the other Party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, the following shall not be considered "assignments" for purposes of this Agreement: quickcode's assignment of this Agreement or of any quickcode rights under this Agreement to quickcode's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and quickcode's assignment of this Agreement to any person or entity to which quickcode transfers any of its rights in the Proprietary Items.

**10.4 Export Laws and Use Outside of the United States.** Client shall comply with the export related laws and regulations. Client shall not export or re-export directly or indirectly (including via remote access) any Proprietary Items (or parts thereof) to any applicable jurisdiction or entity prohibited by law or to which a license is required without first obtaining a license from the applicable regulatory authority.

**10.5 Relationship.** The relationship between the Parties under this Agreement is that of independent contractors and not partners, joint venturers or agents.

**10.6 Entire Understanding.** This Agreement, which includes and incorporates Orders, attachments, and any other schedules, exhibits and addenda attached to it, states the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. In the event of any conflict between these Terms and Conditions and an Order, the Order shall govern.

**10.7 Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of both Parties. This Agreement may not be modified or amended without written agreement of the Parties. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement.

**10.8 Severability.** If any portion of any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, (a) such unenforceable portion of the provision will be deemed severed from this Agreement, (b) the validity and enforceability of the remaining portion of the provision and the other provisions of this Agreement will not be affected or impaired, and (c) this Agreement will be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision.

**10.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**10.10 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Maryland excluding choice of law; provided, however, that the terms of any applicable law now or hereafter enacted that is based on or similar to the uniform computer information transactions act drafted by the national conference of commissioners on uniform state laws shall not apply.

**10.11 Force Majeure.** Except with respect to Client's payment obligations, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care.

**10.12 Restrictions on Use of Client's Name.** Client authorizes quickcode to use Client's name in any routine list of quickcode clients and as a reference. quickcode may not use Client's name in any advertising or press release without the prior written consent of Client.

**10.13 Government End-Users.** Each of the Services, Platform, Documentation, and related items are intended to be "commercial items" to the maximum extent permitted under the US Code of Federal Regulations and any similar laws. All government end users only have the rights set forth herein.

[END OF MASTER TERMS AND CONDITIONS]