

**QCLOUDSERVER (QCS)
WHITE LABEL SOFTWARE LICENSE AGREEMENT**

This White Label Software License Agreement (“Agreement”) is entered on _____ (“Effective Date”) by and between Quantum Automation, a California corporation (“Quantum”) and _____, a _____ (“Licensee”), individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

BY INSTALLING, COPYING OR OTHERWISE USING THE QCLOUDSERVER (QCS) SOFTWARE, LICENSEE INDICATES ITS ACCEPTANCE OF THE AGREEMENT, INCLUDING THE LIMITED WARRANTY, DISCLAIMERS AND LIMITATION ON LIABILITY PROVISIONS. IF LICENSEE IS ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON, COMPANY OR OTHER LEGAL ENTITY, LICENSEE REPRESENTS AND WARRANTS THAT LICENSEE HAS FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS. BY AGREEING TO THIS AGREEMENT. FURTHER, LICENSEE AGREES THAT THIS AGREEMENT CONTROLS ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES WITH REGARD TO THE LICENSING OF THE SOFTWARE AND SUPERCEDES ANY OTHER AGREEMENT BETWEEN LICENSEE AND QUANTUM, INCLUDING, BUT NOT LIMITED TO, LICENSEE PURCHASE ORDERS AND/OR TERMS AND CONDITIONS, AND WHETHER ENTERED INTO BEFORE OR AFTER LICENSEE’S ACCEPTANCE OF THIS AGREEMENT. IF LICENSEE DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT DO NOT INSTALL, COPY OR OTHERWISE USE THE SOFTWARE.

BY DOWNLOADING, INSTALLING AND/OR IMPLEMENTING THIS SOFTWARE YOU AGREE TO THE FOLLOWING LICENSE:

ARTICLE I. DEFINITIONS

1.1 “Software” or “White Labeled Software” means the white labeled QCloudServer (QCS) and all computer programs licensed under this Agreement, including all related files, documentation, and other materials, whether in whole or in part, including any and all modifications, derivative works, and copies of the foregoing, regardless of the form or media in or on which they may exist. All updates to the Software are part of the Software and subject to the terms of this Agreement.

1.2 "Documentation" means the then-current information regarding the Software that is generally provided or made available to Licensee by Quantum either in print or electronic form, and which may include operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

1.3 “Term” is defined in Article IV.

1.4 “Renewal Term” is defined in Article IV.

ARTICLE II. GRANT OF LICENSE AND LIMITATIONS

2.1 **License.** Subject to Licensee’s compliance with all the terms and conditions of this Agreement, Licensee’s timely payment of all applicable license fees and compliance with the activation process, Quantum grants Licensee a non-exclusive license to download, install and/or use the Software and Documentation for Licensee’s own internal business purposes, pursuant to the terms of this Agreement. Licensee is responsible for ensuring its personnel and authorized contractors comply with all relevant

terms of this Agreement and any failure to comply will constitute a breach by Licensee. Any use of the Software by authorized contractors shall be solely for your internal business purposes.

2.2 Transfer to End User. If Licensee is a system integrator or original equipment manufacturer and Licensee has integrated the Software into a reseller/OEM product for purposes of resale to Licensee's end customer, Licensee may transfer the rebranded Software to your end user customer upon their acceptance of this Agreement and your completion of the Software transfer registration process, as applicable. If Licensee is an end user customer receiving a reseller/OEM product, Licensee acknowledges and agrees that (i) Licensee has accepted and is bound by this Agreement; (ii) the system integrator or original equipment manufacturer is not authorized to modify or amend this Agreement or to offer any warranties or representations regarding the Software on Quantum's behalf; (iii) Quantum's sole obligations with regard to the Software are as set forth in this Agreement; and (iv) Licensee will look solely to the system integrator or original equipment manufacturer for any defects in the reseller/OEM product, or incompatibilities with the Software.

2.3 Copyright. The Software is an original work and protected by copyright laws protecting the author's rights and intellectual property. Quantum reserves all rights to any reproduction of the Software, including its Documentation, logos, trademarks, icons and interface in whole or in part. Quantum may, at its option and as part of its sales policy, make such technical support and upgrades available to registered users of the Software under terms to be determined from time to time by Quantum.

2.4 Registered Copy. After Licensee has paid for the license for the Software and has received the serial number enabling the registered copy, Licensee is licensed to copy the Software onto its own server, on Amazon Web Service, Azure, or a platform agreed upon by Quantum. Licensee may then use within its company or market and sell subscriptions to its customers for as long as Licensee continues to pay the license fee as agreed upon in this Agreement. Licensee may terminate this license at any time by destroying the original and all copies of the Software in whatever form Licensee maintained it.

2.5 Restrictions. Licensee may not reverse engineer, de-compile or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law, notwithstanding this limitation. Licensee may not publish or publicly distribute any serial numbers, access codes, unlock-codes, passwords or other end-user-specific registration information that would allow a third party to activate the Software without a valid license.

2.6 Application of the Most Recent Agreement. Licensee acknowledges that Licensee shall comply with the most recent version of the Agreement and shall regularly check for updates to the Agreement by clicking here: www.store.quantumautomation.com.

ARTICLE III. OWNERSHIP OF SOFTWARE AND COPYRIGHTS

The Software is copyrighted and protected by the laws of the United States and other countries, and through international treaty provisions. Licensee may not remove any copyright notices from the Software. Quantum may make changes to the Software at any time without notice. Except as otherwise expressly provided in this Agreement, Quantum grants no express or implied right under Quantum patents, copyrights, trademarks or other intellectual property rights.

ARTICLE IV. PROHIBITIONS

Ownership of all copies of the Software remains with Quantum. Licensee is not obtaining ownership of the Software or any intellectual property rights related to it by licensing the Software. Licensee may not sublicense, rent, lease, convey, translate, decompile or disassemble the Software for any purpose.

Licensee may not convert this Software or its parts to a different computer language or environment, either manually, or using an automated conversion tool, such that this Software or any modification thereof will run under any language, software, or program other than implemented by Quantum. Licensee agrees that any modifications made to this Software belong to Quantum and are permitted for Licensee's exclusive use during the period of this Agreement, and may not be transferred, sold or licensed to another entity. Licensee agrees not to prevent or seek any legal action to prevent Quantum from developing any upgrades to the Software including development of any modules based on its own efforts and Intellectual Property.

ARTICLE V. LIMITED WARRANTY

5.1 Quantum warrants that it is the owner of the Software or has the right to grant the license (including the third-party software licenses and copyrights as more specifically provided below) described in this Agreement.

5.2 The Software is warranted that it will substantially conform with its Documentation supplied by Quantum at the time of initial delivery for a period of thirty (30) days from the delivery date. This warranty shall be void if Licensee attempts to modify the Software in any way or use the Software in breach of this Agreement. Quantum makes no representation or warranty, express or implied, that the operation of the Software will be uninterrupted or error free, or that the functions contained in the Software will meet or satisfy Licensee's intended use or requirements; Licensee assumes complete responsibility for decisions made or actions taken based on information obtained using the Software. Additionally, due to the ongoing development of new techniques for invading and attacking networks, Quantum does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

5.3 OTHER THAN AS SET FORTH IN PARAGRAPH 5.1 AND 5.2 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND QUANTUM DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY QUANTUM OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE, LICENSEE ASSUMES THE ENTIRE RISK OR COST ASSOCIATED WITH SUCH DEFECT AND ANY SERVICE AND REPAIR. QUANTUM HAS NO OBLIGATION TO INDEMNIFY OR DEFEND LICENSEE FROM ANY CLAIM OF ANY KIND ARISING OUT OF, OR RELATED TO, A BREACH OF ANY WARRANTY EXPLICITLY DISCLAIMED ABOVE, INCLUDING, BUT NOT LIMITED TO, A CLAIM OF INFRINGEMENT.

5.4 THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET OR BE USED IN CONNECTION WITH HARDWARE AND OTHER PRODUCTS THAT ARE CONNECTED TO THE INTERNET. LICENSEE ACKNOWLEDGE AND AGREE THAT QUANTUM AUTOMATION DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (I.E., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO

AND DAMAGE LICENSEE DATA, WEB SITES, COMPUTERS OR NETWORKS. QUANTUM AUTOMATION WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES.

5.5 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

ARTICLE VI. LIMITATION OF LIABILITY

6.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL QUANTUM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION OR DATA, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, AND FOR ANY OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF QUANTUM OR ITS RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

6.3 QUANTUM'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL CLAIMS AND LIABILITIES, WHETHER OR NOT INSURED, WILL NOT EXCEED THE LICENSE FEES PAID WITHIN THE PRIOR TWELVE (12) MONTHS FOR THE SOFTWARE GIVING RISE TO THE CLAIM.

6.4 ALL OF THE DISCLAIMERS AND LIMITATIONS OF REMEDIES AND/OR LIABILITY THROUGHOUT THIS AGREEMENT WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN LICENSEE AND QUANTUM AUTOMATION (UNLESS THAT AGREEMENT SPECIFICALLY REFERENCES THE AGREEMENT AND THIS PROVISION AND ITS INTENTION TO SUPERCEDE IT) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.

6.5 The Software is not fault-tolerant and is not designed or intended for use or resale in hazardous environments requiring fail-safe performance in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Unless Quantum gives its prior written consent and is consulted regarding the specific deployment, system set-up and Software support plan, the License excludes any High-Risk Activities, and Licensee (i) shall not use the Software with respect to any High-Risk Activities, and (ii) shall indemnify, defend and hold Quantum harmless from all losses, claims, damages, costs, attorneys' fees and other expenses relating to such High-Risk Activities.

ARTICLE VII. LIMITATION OF REMEDIES

Quantum's entire liability and Licensee's exclusive remedy for breach of the Limited Warranty shall be:

The replacement of the Software not meeting the Limited Warranty specified above which is returned with proof of purchase during the warranty period; or

If Quantum is unable through reasonable efforts to deliver replacement Software which meets the Limited Warranty specified above, Licensee may terminate this Agreement by returning or destroying the Software as provided herein, and Quantum or its reseller will refund Licensee's purchase price within the limitations set forth in Article VI above.

ARTICLE VIII. EXPORT RESTRICTIONS

All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such laws and regulations and acknowledges that Licensee has the responsibility to obtain such licenses to export, re-export or import as may be required after delivery to Licensee. These laws include restrictions on destinations, end users and end use. Licensee agrees to indemnify, defend and hold Quantum harmless from any loss, damages, liability or expenses incurred by Quantum as a result of Licensee's failure to comply with any export regulations or restrictions.

ARTICLE IX. LICENSE PERIOD AND TERMINATION

9.1 **Term.** The license granted in this Agreement shall remain in force for a period of one (1) year beginning _____ ("Term") unless terminated prior to that time as provided herein. Upon expiration of the Term, Licensee shall have the option to renew the license of the Software for an additional term of one (1) year, which shall be referred to herein as a "Renewal Term."

9.2 **Termination.** This Agreement is effective until terminated. This Agreement terminates on the date of the first occurrence of any of the following events:

- (1) The expiration of the Term or Renewal Term;
- (2) The expiration of thirty (30) days after written notice of termination from either Party to the other Party; or
- (3) At any time if Licensee violates the terms of this Agreement including the following:
 - (a) Licensee attempts to use, copy, license, or convey the Software in any manner contrary to the terms of this Agreement or in derogation of Licensor's proprietary rights in the Software.
 - (b) Licensee fails or neglects to perform or observe any of its existing or future obligations under this Agreement, including, without limitation, the timely payment of any sums due Licensor within fifteen (15) days after notice that the payment is delinquent.
 - (c) Licensee makes an assignment of Licensee's business for the benefit of creditors.
 - (d) A petition in bankruptcy is filed by or against Licensee.
 - (e) A receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of Licensee's property.
 - (f) Licensee is adjudicated bankrupt.

9.1 **Effect of Termination.** Upon termination Licensee shall destroy all copies of the Software, including modified copies, if any and provide a certificate of destruction evidencing same. Licensee agrees that monetary damages alone are not an adequate and just relief resulting from any breach of this Agreement, that a court order prohibiting any further breach of this Agreement is necessary to prevent further damages, and that Licensee will not oppose any reasonable request for a temporary restraining order, preliminary injunction, or other relief sought by Quantum in the event of a breach of this

Agreement. Quantum shall not be required to notify Licensee of any breach, nor make any demand or claim against Licensee resulting from any such breach, or for a demand to stop any use or distribution in violation of the terms of this Agreement, and Licensee agrees that any breach of this Agreement and damages resulting therefrom shall relate back to the first and earliest breach thereof. Failure of Quantum to enforce its rights pursuant to this Agreement shall not constitute a waiver of such rights, and shall not prejudice Quantum in any later enforcement of its rights or rights to seek damages therefrom.

ARTICLE X. PAYMENT

10.1 **License Fee.** In consideration for the license granted under this Agreement and for e-mail and telephone technical support during the Term, Licensee shall pay Quantum the total sum of twenty-five thousand dollars (\$25,000) as a license fee, due and payable in full based on agreed upon cash payment terms and upon execution of this Agreement.

10.2 **Renewal Fee.** Should Licensee desire to renew the license granted under this Agreement, Licensee shall pay Quantum a renewal license fee in the total sum of twenty-five thousand dollars (\$25,000) for each Renewal Term.

ARTICLE XI. DELIVERY, INSTALLATION, AND TRAINING

10.3 **Delivery of Software.** Licensor shall deliver the Software to Licensee by providing a downloadable activation file with a serial number, which shall be sent to Licensee after purchase order is received and accepted by Quantum.

10.4 **Installation Services.** If required, Licensor shall install or assist in the installation of the Software. Technical services shall be provided by Licensor at Licensee's site during the same two (2) days of training Licensee personnel at no additional charge.

10.5 **Testing.** Licensee shall conduct tests of the Software on its installation. All testing shall be conducted in accordance with the testing procedure sent to Licensee after the acceptance of the purchase order and issuance of serial number specific for each of Licensee's Software agreement with Quantum.

10.6 **Acceptance and Guarantee.** The Software shall be deemed to have been accepted by Licensee when it has met the acceptance criteria prescribed by the testing procedure conducted by Licensee or a reasonable period of use by Licensee, not to exceed thirty (30) days. If the Software is deemed unacceptable, Licensee shall return the Software without charge with a report detailing the reasons for its un-acceptability. At that time, Quantum shall have thirty (30) days to resolve such reasons or provide money back guarantee via a credit issued to that invoice or repayment in full if the Licensee has already paid the invoice.

10.7 **Training.** Quantum shall provide two (2) days of technical orientation and training at no charge. Training and orientation shall be provided at Licensee's place of business within 48 contiguous states of United States of America at Licensor's expense.

10.8 **Additional Technical Support.** Licensor shall provide additional technical support services, modifications to the Licensee's dashboard, develop custom software, setup custom reports, and/or provide custom analytics software to Licensee on request and as available at the rate of \$150 per hour. If travel to the Licensee is required, the Licensee agrees to pay for travel costs and living expenses.

ARTICLE XII. GENERAL TERMS AND CONDITIONS

11.1 **Severability.** In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part of this Agreement.

11.2 **Upgrades.** Licensee may continue to use the previous version of the Software, provided that both the previous version and the upgrade are installed on the same computer at all times. Licensee may not have a previous version and the related upgrade version installed on separate computers at any time. Once Licensee has installed the upgrades and is satisfied that the upgrades are operating correctly, Licensee agrees to uninstall any prior versions of the Software from all computers on which it was previously installed.

11.3 **Entire Agreement.** This Agreement is the entire agreement between Licensee and Quantum relating to Licensee's use of the Software, and supersedes all prior written or oral statements, promises, representations and agreements.

11.4 **Governing Law and Venue.** The Agreement shall be governed by the laws of the State of California. The United Nations Convention on the International Sale of Goods will not apply. Any action or proceeding brought by either party against the other arising out of or related to this Agreement shall be brought only in a state or federal court of competent jurisdiction located in Orange County, California. The parties hereby consent to the jurisdiction of such courts.

11.5 **Right to Audit.** Licensee agrees that Quantum may audit Licensee's use of the Software for compliance with these terms, upon reasonable notice. Licensee agrees to cooperate fully with Quantum and its authorized agents in any such audit to assist in accurately determining Licensee's compliance with the terms and conditions of this Agreement. If such audit reveals any use of the Software by Licensee other than in full compliance with the terms of this Agreement, Licensee shall take all necessary action to bring Licensee's usage into compliance and shall pay Quantum Automation for all reasonable expenses related to such audit in addition to any other liabilities Licensee may incur as a result of such non-compliance.

11.6 **Publicity.** Licensee agrees that Quantum may use Licensee's name (and logo if applicable) in its marketing materials solely for the purpose of identifying customers of Quantum who have purchased its software unless a Non-Disclosure Agreement has been executed and signed by both parties. No explicit representations or warranties shall be made regarding Licensee's recommendation or endorsement of the Software.

11.7 **Notices.** Unless otherwise provided in this Agreement, any notice required or permitted by this Agreement to be given to either party shall be deemed to have been duly given if in writing and two (2) day after delivered personally or three (3) days after delivered using overnight delivery by a reputable courier such as FedEx or UPS (when intended for Licensee) to _____ or (when intended for Quantum) to 4400 E. La Palma Ave, Anaheim, CA 92807 Attn: Brian Gallogly, President.

11.8 **Assignments.** Licensee shall not assign or otherwise transfer its rights under this Agreement, including the license granted hereunder, or the Software obtained pursuant to this Agreement without the prior written consent of Quantum. Any attempt to make such an assignment without Quantum's consent shall be void.

11.9 **Amendments.** The Parties agree that this Agreement can be modified only by a written agreement duly executed by persons authorized to execute agreements on their behalf.

11.10 **Nonwaiver.** The Parties agree that no failure to exercise, and no delay in exercising any right, power, or privilege hereunder on the part of either party shall operate as a waiver of any right, power, or privilege. The Parties further agree that no single or partial exercise of any right, power, or privilege hereunder shall preclude its further exercise.

11.11 **Attorneys' Fees.** If any legal action is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. This provision shall be construed as applicable to the entire Agreement.

“QUANTUM”

QUANTUM AUTOMATION, a California corporation

By: _____
Brian Gallogly, its President

“LICENSEE”

_____, a _____ corporation

By: _____
Print: _____
Title: _____