



On-Premise Software License Agreement

Last Modified: July 1, 2025

This Software License Agreement for Windows® and Customer-Hosted Web Servers ("Agreement") is entered into by and between QT9 Software, Inc. ("QT9" or "we") and the entity identified in the Software Order Form ("you," "your," or "Customer"). This Agreement governs your right to install and use QT9 QMS, QT9 ERP, QT9 MRP, or any other on-premise QT9 software application for Windows® or customer-hosted web servers, as specified in the Software Order Form (collectively, the "Software").

To enter into a binding agreement with QT9, you must execute the Software Order Form, which outlines the specific Software licensed, the Software license fee, and any additional applicable fees ("Order Form").

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1. Grant of Rights.

Subject to the terms and conditions of this Agreement, QT9 grants you a perpetual, nonexclusive, nontransferable, revocable license for your authorized employees (collectively "Users") to install and use the Software in object code form for your internal business purposes at your business or on a server you own or control. For multiple Users on a server, you must issue each User a username and password. You acknowledge that QT9 owns all rights in the Software. The Software is intended for use as a single program, and it may not be separated into modules or components. You may create an archival copy of the Software. You may authorize additional Users by paying the corresponding license fees. These rights also apply to upgrades you receive as part of support and maintenance. All rights not expressly granted to you are reserved by QT9.

2. Use Restrictions.

You may not copy, transfer, sublicense, modify, publicly display, or distribute the Software, or any portion of it, or attempt to reverse engineer, decompile, recompile, or otherwise access the Software source code. You may not alter the data backend of the Software and doing so will immediately terminate any QT9 support and maintenance obligations. Additionally, you may not use the Software for any other party's benefit or allow any third party to use the Software (e.g., outsourcing use of the Software by contractors). You acknowledge that the Software contains proprietary and confidential information owned by QT9 and agree to use a reasonable degree of care to protect the confidentiality of the Software by limiting its use to Users. This Agreement together with your right to use the Software, may be terminated if you breach any of these restrictions or use the Software in any unauthorized way. This Agreement does not cover any integrated third-party software.

3. Your Data.

You own all of the data that you put into the Software, and you are responsible for its accuracy, quality, integrity, legality, reliability, and appropriateness. QT9 is not liable for your data being deleted, corrupted, destroyed, or lost. It is your responsibility to back up your data.

4. Fees and Payment Terms.

You agree to pay QT9 the license fees for the Software identified in the Order Form, including fees for the specified number of licenses and any additional service fees, if applicable, at the time of signing the Order Form and prior to installing the Software. Additional licenses may be added at any time during an active 12-month term for a prorated fee.

QT9 will invoice you in advance of your Software term, and each subsequent renewal term, and other times during the Software term when fees are payable. All amounts invoiced are due and payable within 30 days from the date of the invoice, unless otherwise specified in the Order Form or invoice.

Support and maintenance fees, as well as accessory product fees, may increase at the time of your annual renewal term. If an increase applies to you, QT9 will notify you at least 45 days in advance of your renewal date. The increased fees will apply at the start of your next renewal term. QT9 will issue a renewal invoice reflecting the updated fees, which will be due and payable by the date specified on the invoice.

For accessory products such as the Backup Reporting Tool and Data Sync, failure to pay the applicable renewal license fee will result in the discontinuation of the associated services.

For North and South America, all payment obligations must be made in U.S. Dollars. For Europe and Africa, all payment obligations must be made in Euros. All payment obligations are non-cancellable, and all fees paid are non-refundable.

You are responsible for determining and paying all taxes of any kind (excluding QT9's income tax), including any new taxes imposed during the term of this Agreement, arising out of or related to this Agreement, including, but not limited to, taxes associated with your use of the Software or any services provided.

You agree to pay interest on any past due balance at the rate of 1.5% per month, or portion of a month, until fully paid. You agree to pay QT9 all expenses of collection and enforcement of this Agreement incurred by QT9, including reasonable attorneys' fees and costs.

5. Support and Maintenance.

QT9 will provide telephone and email support to answer your questions, resolve problems, and assist you with understanding the Software capabilities and properly using its functions. This assistance does not cover training or consulting services.

For North and South America, remote Software support is available from 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, excluding days when QT9 offices are closed in observance of certain U.S. or Irish public holidays or for other company-designated closures. ("QT9 holidays"). You may access technical support: directly through the Software's onscreen support request feature, by calling US toll-free at 1-866-913-5022 or (630) 892-5022, or by e-mailing support@qt9software.com.

For Europe and Africa, remote Software support is available from 8:00 a.m. to 5:00 p.m., UTC Time, Monday through Friday, excluding QT9 holidays. You may access technical support: directly through the onscreen support request feature, by calling (00353) 646 656 594, or by e-mailing support@qt9software.com.

Support and maintenance services, including Software updates, are included for the first 12 months from the effective date of this Agreement. To continue receiving support and updates beyond the initial term, you must pay the applicable support and maintenance renewal fee prior to the Agreement's renewal date, as invoiced by QT9.

If you choose not to renew support and maintenance, access to both Software support and updates will be discontinued. Should you later choose to reinstate support and maintenance, you will be required to pay a reinstatement fee in addition to the current annual renewal fee.

6. Term and Termination.

This Agreement and the initial Software term begin on the date set forth in your Order Form. The initial term of the Agreement is stated in your Order Form, and it will renew for successive 12-month terms unless it is terminated according to this Section. The right to use the Software continues perpetually unless terminated earlier according to this Agreement.

Support, maintenance, and accessory product services will terminate at the end of the then-current term unless renewed by payment of the applicable renewal fees by the renewal date, or earlier if your right to use the Software is terminated, whichever occurs first.

You may terminate this Agreement at any time with 30 days' written notice to QT9.

QT9 may immediately terminate this Agreement if you breach a material term and do not correct the breach within 30 days of receiving notice of the breach. In addition to terminating for an uncured breach,

QT9 may also terminate this Agreement for cause with 30 days' written notice to you if we determine your conduct in any way has or may negatively reflect on or affect us, our prospects, or our customers.

Except as provided in Section 7, in the event of early termination of this Agreement for any reason, you will not be entitled to any refund of fees already paid.

7. Limited Warranty/Exclusive Remedies.

QT9 warrants that the Software will substantially conform, in all material respects, with QT9's published specifications as of the effective date of this Agreement and for 90 days thereafter, as well as for 90 days following each Software update release. QT9 further warrants that the Software does not infringe any third party-intellectual property rights. You will promptly notify QT9 in writing of any claimed breach of this limited warranty. Provided that QT9 can replicate the nonconformity, QT9 will, within 30 days, (a) correct or replace, at no additional charge to Licensee, any portion of the Software found to be nonconforming or (b) provide you with a plan for correcting the nonconformity. If QT9 cannot accomplish either (a) or (b) within a commercially reasonable time, either party may terminate this Agreement with written notice. If the Agreement is terminated under this provision, you agree to uninstall and destroy the affected Software. If you elect not to terminate this Agreement for the affected Software, you waive all rights for the applicable breach of warranty. When QT9 confirms you have un-installed the affected Software, QT9 will refund the initial license fee paid under this Agreement which is your sole and exclusive remedy for a breach of warranty claim. QT9 will not be obligated to correct any nonconformity if you did not report it to QT9 promptly after it is discovered.

8. Disclaimer.

EXCEPT AS DESCRIBED IN SECTION 7, QT9 MAKES NO OTHER REPRESENTATION, WARRANTY, OR GUARANTY WITH RESPECT TO THE SOFTWARE. QT9 EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND USE OF THE SOFTWARE IS AT YOUR OWN RISK.

9. Limitation of Liability.

QT9'S MAXIMUM LIABILITY TO YOU FOR ALL CLAIMS RELATED TO THE SOFTWARE AND THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE INITIAL LICENSE FEE YOU PAID (EXCLUDING MAINTENANCE FEES). QT9 WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF OR RESULTING FROM YOUR USE OF THE SOFTWARE, REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING LOST PROFIT, LOST DATA, COSTS OF RECREATING LOST DATA, LOSS OF USE, OR CLAIMS BY ANY THIRD PARTY. THE LIMITATIONS IN THIS SECTION WILL NOT APPLY TO BREACHES OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS AND YOUR BREACHES OF SECTION 2.

10. Indemnification.

QT9 will defend, indemnify and hold you harmless from and against any third-party claim or suit alleging that the Software infringes a valid third-party intellectual property right; provided, (i) QT9 has sole control of the defense or settlement; (ii) you promptly notify QT9 of such claim or suit and give QT9 all information known to you which relates to it; and (iii) you cooperate with QT9 in the settlement or defense. If all or

any part of the Software is, or in QT9 opinion may become, the subject of any claim or suit for infringement, QT9 may, at its expense do one of the following: (a) procure for you the right to use the Software; (b) replace the Software or affected part with non-infringing software; (c) modify the Software or affected part to make it non-infringing; or (d) if none of the foregoing remedies is commercially feasible, refund the license fee you paid. QT9 will have no obligations under this section to the extent a claim is based on (1) the use of any version other than the current, unadulterated release, if infringement would have been avoided by the use of that release; (2) the combination, operation, or use of the Software with other third-party software, if such infringement would have been avoided in the absence of such combination, operation or use; or (3) the use of the Software in a manner not authorized by this Agreement. This states QT9 entire obligation with respect to infringement of intellectual property rights.

11. Governing Law and Arbitration.

This Agreement is governed by and construed in accordance with the laws of the State of Illinois excluding conflict of law provisions. Except for the right of either party to seek injunctive relief to preserve the status quo and prevent irreparable harm, any other controversy or claim arising out of or relating to this Agreement that cannot be amicably resolved by the parties within 7 days of written notice shall be submitted to binding arbitration administered by the ADR Systems under its Commercial Arbitration Rules then in effect before a single arbitrator in DuPage County, Illinois. The arbitrator's decision will be binding on the parties and may be entered as a judgment in any court with jurisdiction. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

12. Miscellaneous.

This Agreement, together with the Order Form, as amended from time to time, constitutes the entire agreement between you and QT9 with respect to the Software and supersedes all prior understandings, agreements, negotiations, and communications, whether oral or written, relating to its subject matter. If any provision of this Agreement is held to be unenforceable, such provision shall be construed, limited, or modified, or, if necessary, severed to the extent necessary to render it enforceable, and the remaining provisions shall continue in full force and effect.

You may not assign this Agreement, in whole or in part, without the prior written consent of QT9, except that you may assign it without consent in connection with a merger, corporate reorganization, sale of all or substantially all your assets, change of control, or by operation of law, provided that the assignee is not a competitor of QT9. Any attempted assignment in violation of this section will be null and void.

QT9 may assign this Agreement and/or its ownership of the Software. This Agreement will inure to the benefit of any successor of QT9 and will not be affected by change in ownership or control of QT9.

Any notice permitted or required to be given under this Agreement shall be deemed properly given if delivered through the QT9 Customer Portal, sent by email, or delivered by a nationally recognized overnight courier service (such as FedEx or UPS) to the address specified in the Order Form or Customer Portal. Either party may update its address for notice by providing written notice of such change to the other party. All notices are effective when delivered. Failure by a party to take any action or assert any right under this Agreement will not be deemed to be a waiver of any such right in the event of a continuation or repetition of circumstances giving rise to such right.

QT9 may update and amend the terms of this Agreement from time to time, and we will notify you at least 30 days before the change is to take effect. If you do not agree with the revised terms of the Agreement and wish to discontinue the use of the Services of QT9, you must notify QT9 in writing before its effective date. QT9 will immediately terminate this Agreement, along with all support, maintenance, and accessory product services.

YOU ACCEPT THIS AGREEMENT BY ELECTRONICALLY SIGNING YOUR ORDER FORM.