

Limited Warranty and Technical Support Agreement

Congratulations on your purchase of one or more Q1 products. References herein to Q1 products includes both Q1's and its affiliates' products. Only those Q1 products listed on the invoice that you received from Q1 or its authorized reseller are covered under this Limited Warranty and Technical Support Agreement (this "Warranty Agreement"). If the products come from Q1, a Florida corporation ("Q1 U.S."), whether directly or through an authorized reseller, then the term "Q1," as used herein, means Q1 U.S. If the products come from Q1 Dynamics Inc, a company organized under the laws of Canada ("Q1 International"), whether directly or through an authorized reseller, then the term "Q1," as used herein, means Q1 International. By using any of the products that are covered by this Warranty Agreement, you agree to be bound by the terms and conditions set forth herein.

I. Limited Hardware Warranty

Subject to the exceptions in Section VI below, Q1 provides a limited warranty that covers the hardware and software media (e.g., USB drives) that Q1 ships as part of its products (the "Hardware Warranty"). For the avoidance of doubt, the Hardware Warranty does not cover third party products that are separate and distinct from Q1 products and merely resold by Q1.

What Is Covered: The Hardware Warranty covers only material defects in the hardware and software media shipped as part of Q1's products (each, a "Defect").

For How Long: The Hardware Warranty is effective for twelve (12) months from the date on which Q1 first ships the corresponding product or any part or portion thereof (such time period is referred to herein as the "Initial Hardware Warranty Term"). Further, for each item that is repaired or replaced by Q1 pursuant to the Hardware Warranty, the Hardware Warranty will remain effective for the longer of (i) the remainder of the Initial Hardware Warranty Term and three (3) months following the date on which Q1 first ships the repaired or replaced item. If you purchase additional hardware functionality during the Hardware Warranty term, including but not limited to adding or changing the configuration of ports, such purchase shall not extend the Hardware Warranty term for the underlying hardware base unit.

What Q1 Will Do: Except as otherwise expressly set forth in the paragraph below titled "Advanced Replacement," Q1's sole obligation under the Hardware Warranty is, at Q1's option, to either repair or replace the hardware or software media that contains the Defect, or refund (or cause the authorized reseller to refund) the purchase price of the corresponding Q1 product in exchange for your return of that product. Q1 may use refurbished items and/or substantially similar items to satisfy its obligations hereunder.

What You Must Do: If, during the applicable Hardware Warranty term, you believe you have discovered a Defect, please contact Q1 Customer Support using one of the methods listed online at support.Q1dynamics.com. Q1 Customer Support may require some or all of the following information in order to assist in resolving your problem:

- Model number of the hardware.
- Serial number of the hardware.
- Software version.
- Software license key number or registration information.
- Detailed problem description.

- Customer name and telephone number, and an address to where any repaired or replaced hardware is requested to be shipped.

If Q1 Customer Support believes that there is a Defect in the hardware or software media that is covered by the Hardware Warranty and Q1 Customer Support cannot resolve that Defect remotely, then Q1 Customer Support will issue you a Return of Material Authorization (“RMA”) number. Any item that is returned without an RMA number may be refused by Q1 and returned to you at your sole cost and expense.

All defective hardware and software media that is returned to Q1 must be shipped in its original packaging (including any antistatic bags) to the shipping address specified by Q1 Customer Support. Hardware packaged incorrectly may be damaged in shipping, which will invalidate the Hardware Warranty with respect to that item and may cause you to incur a repair or replacement charge. THE ASSIGNED RMA NUMBER MUST BE CLEARLY POSTED ON THE OUTSIDE OF THE BOX. You are solely responsible for all packing, shipping, insurance costs, taxes, tariffs, and duties (collectively, “Shipping Costs”) due in connection with your return of any item, and you assume the risk of loss and damage for all such items in transit to the shipping address specified by Q1 Customer Support. Except as otherwise provided below, Q1 is solely responsible for all Shipping Costs due in connection with Q1’s return of any repaired or replacement item under the Hardware Warranty, and Q1 assumes the risk of loss and damage for all such items in transit to your return address. If Q1 must return any repaired or replacement item to a location outside of the United States of America, then the foregoing sentence will not apply and, instead, the transportation terms will be DAT (Incoterms 2010), the first terminal or port of entry in the destination country, and you will be responsible for all taxes, tariffs, and duties due in connection with the importation of that item into the destination country. Title to any replacement items will transfer to you when risk of loss transfers from Q1 to you pursuant to the foregoing. If Q1 must return any repaired or replacement item to a country that is different from the country in which the item was originally purchased, then Q1 may, at its option, charge you for any additional costs incurred by Q1 as a result of that change. If a returned item is determined by Q1 to not contain a Defect or otherwise not be covered by the Hardware Warranty, then Q1 may, at its option, charge you for any related costs incurred by Q1, and you will be responsible for the return of that item to you and for all related Shipping Costs.

IMPORTANT: Before shipping any hardware in accordance with the instructions above, you must (1) back up the data on any hard drive(s) or on any other storage device(s) in that hardware, (2) remove any confidential, proprietary, or personal information (collectively, “Confidential Information”), (3) remove any removable media, such as DVDs, and (4) de-register all Q1 software licenses that are registered to that hardware. Q1 will not be responsible for any loss of or damage to your data or your removable media. Further, except as expressly set forth in a written agreement that has been signed by Q1, and to the extent permitted by applicable law, Q1 will have no liability for any use or disclosure of your Confidential Information.

Advanced Replacement: Q1 hardware covered by the Hardware Warranty will be entitled to Advanced Replacement if (i) within the ninety (90) day period immediately following the date on which Q1 first ships such hardware, you notify Q1 Customer Support in the manner specified above that such hardware contains a potential Defect, and (ii) Q1 Customer Support issues an RMA number for such hardware. “Advanced Replacement” means that, at your request, Q1 will use commercially reasonable efforts to initiate shipment of replacement hardware within two (2) business days following Q1’s issuance of such RMA. If you make use of Advanced Replacement, you must return the hardware that contains the potential Defect (the “Defective Hardware”) to Q1 as instructed above within fifteen (15) days following your receipt of the replacement hardware, or you will be charged (and hereby agree to pay) Q1’s then-current, applicable list price for the replacement hardware. Ownership of the Defective Hardware will transfer to Q1 upon Q1’s receipt thereof. You acknowledge that the replacement hardware may be refurbished hardware and/or may be a different model than the Defective Hardware (so long as it is a substantially similar model).

II. Limited Software Warranty

Subject to the exceptions in Section VI below, Q1 provides a limited warranty with respect to its Software (the “Software Warranty”). The term “Software” refers to software and firmware programs that are provided to you by Q1 but excludes any Third Party Software. The term “Third Party Software” refers to third party software programs that are provided to you by Q1 but that are separate and distinct from Q1’s proprietary software (e.g., a third party operating system or antivirus program).

What Is Covered: The Software Warranty only covers the most current General Availability (GA) version of the Software and the most current Early Adopter (EA) version of the Software. Further, the Software Warranty only covers programming defects and errors in the Software that materially and adversely affect the operation of the Software in accordance with its documentation (each, an “Error”). The Software Warranty does not cover Third Party Software.

For How Long: The Software Warranty is effective for twelve (12) months from the Delivery Date (such time period is referred to herein as the “Initial Software Warranty Term”). The term “Delivery Date,” as used herein, means the first date on which Q1 (i) has shipped the media containing the corresponding Software or has made it available for electronic download and (ii) has provided you with any required license key needed to download, install, and/or activate such Software.

What Q1 Will Do: Q1’s sole obligation under the Software Warranty is to use commercially reasonable efforts to correct or provide a work around for each Error.

What You Must Do: If, during the applicable Software Warranty term, you believe you have discovered an Error, please contact Q1 Customer Support using one of the methods listed online at support.Q1dynamics.com. Q1 Customer Support may require some or all of the following information in order to assist in resolving your problem:

- Software version.
- Software license key number or registration information.
- Model number of corresponding hardware.
- Serial number of corresponding hardware.
- Detailed problem description.
- Customer name, address, and telephone number.

Third Party Software: All Third Party Software is provided by Q1 “AS IS” and with no warranty. However, Third Party Software may be covered by a separate warranty provided by the third party licensor of that software. Further, if any Q1 hardware or Software product fails to operate substantially in accordance with its documentation as the result of any defect in any Third Party Software, then Q1 will use commercially reasonable efforts to obtain a remedy for that defect, provided that such Q1 hardware or Software product (i) is covered under the Hardware Warranty or Software Warranty (as applicable), and (ii) is designated by Q1 as compatible with that Third Party Software. For assistance with any such defect, please contact Q1 Customer Support using one of the methods listed at support.Q1dynamics.com.

III. Technical Support

Subject to the product-specific exceptions in Section VI below, Q1 will provide you with technical support services to assist you with the installation, operation, and/or configuration of each Q1 product that you have purchased or licensed, and to assist you with any Defects or Errors that you believe you have identified (“Technical Support”). Technical Support will only be provided for so

long as that product is covered under the Hardware Warranty or Software Warranty (as applicable), and you must be registered with Q1 as the original owner/licensee of that product to receive Technical Support. Except as otherwise determined by Q1 in its sole discretion, all Technical Support will be provided remotely (e.g., via telephone and/or email, or through Q1's website). Further, except as expressly set forth in Section V below or as otherwise determined by Q1 in its sole discretion, Technical Support will only be provided during the hours specified on our website at support.Q1dynamics.com ("Business Hours") for the region in which the applicable Q1 Support Center is located. To locate the applicable contact information for Q1 Customer Support, or to access any online Technical Support resources available with respect to the Q1 product that you have purchased or licensed, please visit that website.

I. Software Updates

Subject to the exceptions in Section VI below, Q1 will make available to you all Updates for Software that you have licensed for so long as that Software is covered under the Software Warranty. The term "Updates" refers to modifications, enhancements, and upgrades to Software that Q1 makes generally available, at no additional fee, to its other customers who are covered by the same Software Warranty. For the avoidance of doubt, the term "Updates" does not include any modifications, enhancements, or upgrades to Software that are licensed separately for an additional fee. All Updates and Error corrections provided for Software pursuant to this Warranty Agreement will constitute part of that Software and are provided to you under the terms of the applicable software end user license agreement for that Software.

II. Additional Services

You may purchase, for an additional fee, the services described below in this Section V (individually and collectively, the "Additional Services") to supplement the warranties, support, and services described above. Q1 may, in its sole discretion, not offer or cease offering any of the Additional Services for any products. Notwithstanding anything in this Warranty Agreement to the contrary, for so long as a product is covered by the Additional Services, that product shall also be covered by, as applicable, the Hardware Warranty, the Software Warranty, Technical Support, and Updates.

Silver Support: For each Q1 product covered by Essential Support, Q1 will use commercially reasonable efforts to respond to each of your requests for Technical Support regarding that product within eight (8) Business Hours following Q1's initial receipt of that request. For so long as an Q1 hardware product is covered by Essential Support, that product will be eligible for Advanced Replacement. Use of Advanced Replacement is conditioned upon the issuance of an RMA number for that product by Q1 Customer Support.

Gold Support: For each Q1 product covered by Gold Support, (i) Q1 will use commercially reasonable efforts to respond to each of your requests for Technical Support regarding that product within one (1) hours following Q1's initial receipt of that request, and (ii) a senior Q1 Support Advocate (either Director level or above) will, at your request and up to once per calendar quarter, meet with you at the time and location agreed upon by you and Q1 (a "Support Advocate Meeting") to discuss your existing and closed Technical Support cases with respect to that product, any proposals you may have for Q1 to improve its support services, and any recent or anticipated improvements to Q1's support services that may benefit you. Support Advocate Meeting rights for a particular calendar quarter expire at the end of that calendar quarter and may not be accrued or rolled over to subsequent quarters. For so long as an Q1 hardware product is covered by Gold Support, that product will be eligible for Advanced Replacement. Use of Advanced Replacement is conditioned upon the issuance of an RMA number for that product by Q1 Customer Support.

I. Exceptions

Q1 Insider Software Products: You will only be entitled to Technical Support and Updates for the Q1 Insider Software that you have licensed if, and for so long as, that Software is covered by an Application Intelligence (“AI”) subscription. An AI subscription does not entitle you to Redact Updates. Redact Updates contain new features and application protocols for Q1 Insider Software. You must pay an additional fee for an AI subscription.

Q1 Insider Hardware Products: For so long as your Q1 Insider hardware product is covered by the Hardware Warranty, that product will be eligible for Advanced Replacement. Use of Advanced Replacement is conditioned upon the issuance of an RMA number for that hardware by Q1 Customer Support.

SourceOne Products: For all SourceOne products that are delivered to you outside of Japan, both the Initial Hardware Warranty Term and the Initial Software Warranty Term shall be three (3) months in length.

MySQL Products: MySQL products are not covered by either the Hardware Warranty or the Software Warranty unless such products are also covered by either silver Support or Gold Support. Further, Silver Support and Gold Support for a MySQL product must be purchased together with an AI subscription. You must pay additional fees for Silver Support, Gold Support, and the bundled AI subscriptions.

Mobile Applications: From time to time, Q1 may make one or more mobile software applications (“Apps”) available for use in conjunction with one or more of the Q1 products. Apps may be made available through the Apple App Store, the Google Play Store, or otherwise. All Apps are provided “AS IS,” and you shall not be entitled to any warranty, support, or software updates of any kind with respect thereto.

Regional Product Deliveries: The Initial Hardware Warranty Term and the Initial Software Warranty Term shall be extended by two (2) months for all Q1 products that are first delivered to an end user located in one of the countries identified in the list below.

Countries: Brazil, Colombia, Argentina, Peru, Venezuela, Chile, Ecuador, Guatemala, Cuba, Haiti, Bolivia, Dominican Republic, Honduras, Paraguay, Nicaragua, El Salvador, Costa Rica, Panama, Uruguay

IV. Coverage Limitations

WHAT IS NOT COVERED: NOTWITHSTANDING ANYTHING IN THIS WARRANTY AGREEMENT TO THE CONTRARY and in addition to all other limitations set forth in this Warranty Agreement, the Hardware Warranty, Software Warranty, Technical Support, Updates, any Additional Services that you have purchased, and any other services identified herein that you have purchased (collectively, the “Services”) do not cover:

- Products with missing or altered serial numbers.
- Hardware products that have been opened, or for which any of the security screws have been removed, without Q1’s prior authorization.
- Products for which Q1 (or Q1’s authorized reseller, if applicable) has not received full payment in accordance with the applicable payment terms.
- Lost or stolen products.
- Non-serialized accessories, such as cables, baffles, and mounting brackets (unless the corresponding Q1 hardware base unit for such item is covered under the Hardware Warranty, in which case Q1’s sole

obligation shall be to use commercially reasonable efforts to provide the Services for such item).

- Problems that result from:
 - external causes such as accident, abuse, misuse, or problems with electrical power;
 - servicing not authorized by Q1;
 - installation or usage that is not in accordance with the corresponding documentation provided by Q1;
 - failure to perform commercially reasonable preventative maintenance; or
 - use of accessories, parts, components, or software not supplied by Q1.
- Problems that are first reported after the effective period of the applicable Services.
- The physical installation or physical deployment of any products.

Repairs Do Not Extend Warranty Periods: Except as otherwise expressly provided above with respect to hardware products, the effective periods of the Services will not be extended as the result of any repairs, replacements, Error corrections, or Software updates provided hereunder.

Not Transferable: Only the original end user authorized by Q1 to use the Q1 product(s) may receive the corresponding Services. None of the Services may be assigned or transferred, directly or indirectly, by operation of law or otherwise. Upon any transfer of an Q1 product to a third party, all corresponding Services will terminate automatically. Any such termination will not affect any amounts due from you hereunder, and you will not be entitled to any refund of any pre-paid amounts as a result of any such termination.

Services Provided in English: Except as otherwise determined by Q1 in its sole discretion, all Services shall be provided in the English language only.

Breaches and Violations of Law: Q1 shall have no obligation to perform any Services hereunder if you or any of your affiliates are in breach of any agreement with Q1 or any of its affiliates, or if such performance would constitute a violation of any applicable law.

Force Majeure: Q1 shall not be liable for failing to perform any of its obligations under this Warranty Agreement if such failure is due to a cause beyond Q1's reasonable control.

I. Other Limitations

DISCLAIMER OF WARRANTIES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL HARDWARE, SOFTWARE, SOFTWARE MEDIA, THIRD PARTY HARDWARE, THIRD PARTY SOFTWARE, AND SERVICES PROVIDED BY Q1 OR ITS RESELLERS AS PART OF OR IN CONNECTION WITH ANY Q1 PRODUCT, OR IN CONNECTION WITH THIS WARRANTY AGREEMENT (COLLECTIVELY, THE "Q1 DELIVERABLES"), ARE PROVIDED "AS IS", AND Q1 AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE Q1 DELIVERABLES AND/OR USE OF THE Q1 DELIVERABLES (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE Q1 DELIVERABLES (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT OR WILL BE UNINTERRUPTED OR ERROR-FREE.

LIMITATIONS ON LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Q1 BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM

LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR IN CONNECTION WITH CUSTOMER'S ACQUISITION OF SUBSTITUTE GOODS OR SERVICES, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY, OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF Q1 OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, Q1'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS WARRANTY AGREEMENT AND/OR IN CONNECTION WITH ANY Q1 DELIVERABLES (OR YOUR LICENSING, PURCHASE, OR USE THEREOF) WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE CORRESPONDING Q1 PRODUCT(S). THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Unauthorized Persons Cannot Change Terms: Additional statements by agents, employees, or resellers of Q1 do not constitute warranties by Q1, do not bind Q1, and may not be relied upon. This Warranty Agreement may only be amended by a written agreement signed by both parties.

Export Restrictions: You may not export, re-export, or transfer, directly or indirectly, any items or technical data received from Q1 to any country or user to which such export, re-export, or transfer is restricted by the laws or regulations of any country without first obtaining all required governmental licenses, authorizations, certifications, and approvals. Prior to any such export, re-export, or transfer to a foreign end user or foreign country, you must consult with Q1 to determine if export authorization is required for that end user or destination. You hereby agree that authorization is required for such exports, re-exports, and transfers unless Q1 represents to you in writing that no such authorization is required. Failure of Q1 to respond to any such inquiry shall not be taken as a representation by Q1 that no such governmental approval is required. Q1 shall be under no obligation to respond to such inquiries from you or to respond to such inquiries in any particular timeframe. Q1 may, in its sole discretion, require you to provide an end user certificate and/or an export license prior to Q1's delivery of any item or technical data hereunder.

Governing Law and Jurisdiction: This Warranty Agreement and the rights and obligations of the parties hereunder will be governed by and construed in accordance with the laws of the jurisdiction in which Q1 is incorporated (the "Territory"), without giving effect to principles of conflicts of law. THIS WARRANTY AGREEMENT WILL NOT BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), EVEN IF THAT LAW HAS BEEN ADOPTED IN THE TERRITORY, AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED. The parties hereby submit to the exclusive jurisdiction of the courts in the Territory with respect to any disputes that arise out of or relate to this Warranty Agreement or any goods or services provided hereunder.

Termination: If any software end user license agreement governing your use of Software expires or is terminated for any reason, Q1 may terminate this Warranty Agreement with respect to the corresponding Q1 products by providing you with written notice of termination. Any such termination will not affect any amounts due from you hereunder, and you will not be entitled to any refund of any pre-paid amounts as a result of any such termination.

Severability: If any provision of this Warranty Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Warranty Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by applicable law.

Survival: This Section VIII of this Warranty Agreement will survive any expiration or termination of this Warranty Agreement for any reason and continue in full force and effect in perpetuity.

I. Renewals

You may renew the Services for one or more additional, successive terms, subject to your payment of the applicable renewal fees and subject to the following conditions and limitations:

- Renewal fees and renewal term lengths will be as determined by Q1 from time to time in its sole discretion.
- Renewal terms must be continuous with no gaps in coverage. Any reinstatement of coverage after a gap in coverage is subject to Q1's approval and, if granted, you may be required to pay an additional reinstatement charge, as determined by Q1.
- Except as otherwise set forth in a written agreement signed by Q1, all of the terms, conditions, and limitations set forth in this Warranty Agreement will apply with respect to each such renewal.
- Certain Services may only be renewed together with certain other Services. Please contact the Q1 Support Renewals team at renewals@Q1dynamics.com or your account representative for an explanation of these dependencies.
- Notwithstanding anything in this Warranty Agreement to the contrary, on and after the End-of-Development Date for an Q1 product, Q1 may refuse to provide code changes to correct Errors in that product. Such End-of-Development Dates are set forth in Q1's End of Life Policy, which is posted at support.Q1dynamics.com.
- Q1 may, at any time and in its sole discretion, cease offering renewal terms for any of the Services, refuse to renew any of the Services, or condition any such renewal upon your acceptance of terms and conditions that are in addition to, or different than, the terms and conditions set forth in this Warranty Agreement.

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