

THESE TERMS AND CONDITIONS OF SALE ("TERMS AND CONDITIONS," FOUND AT WWW.QWILT.COM/TANDC) OF QWILT, INC. OR ITS AFFILIATES ("QWILT") SHALL APPLY TO SALES AND/OR LICENSE OF ALL PRODUCTS, SOFTWARE, AND/OR RELATED SERVICES ("QWILT SOLUTION"). YOU, ON BEHALF OF YOURSELF AS AN INDIVIDUAL, YOUR EMPLOYER, OR ANOTHER ENTITY WHICH HAS NOT PREVIOUSLY ACCEPTED THESE TERMS AND CONDITIONS (YOU AND SUCH ENTITIES, EACH AND TOGETHER, "CUSTOMER"), REPRESENT AND WARRANT THAT CUSTOMER HAS AUTHORITY TO ENTER INTO, AND ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD AND AGREED TO, THESE TERMS AND CONDITIONS. CUSTOMER ORDERING DOCUMENTS SHALL BE NULL AND VOID TO THE EXTENT THEY CONTAIN ADDITIONAL OR INCONSISTENT TERMS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, DOWNLOAD, ACCEPTANCE OR USE BY CUSTOMER OF ANY PORTION OF THE QWILT SOLUTION SHALL CONSTITUTE AN IRREVOCABLE ACCEPTANCE OF THESE TERMS AND CONDITIONS. A CUSTOMER THAT DOES NOT AGREE TO BE BOUND SHOULD RETURN PRODUCTS, DELETE SOFTWARE AND NOT USE RELATED SERVICES.

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## **TERMS AND CONDITIONS OF SALE**

(Effective as of [\_\_\_\_\_])

### **1. SALE AND PURCHASE; LICENSE.**

- 1.1. Qwilt agrees to sell, and Customer agrees to purchase, the Qwilt Solution.
- 1.2. Qwilt licenses software based on use of the Qwilt Solution for specific functionalities. Subject to these Terms and Conditions and payment of any applicable fees, Qwilt hereby grants to the Customer a perpetual, non-exclusive, non-transferable, revocable, and limited license to use any software provided as part of the Qwilt Solution or otherwise ("**Software**") and related instructions, specifications, and similar written information that Qwilt makes available from time to time ("**Documentation**") upon the terms and conditions set forth herein Documentation in conjunction with the Qwilt Solution. Any included open source software is licensed separately in accordance with its terms. All rights not expressly granted are reserved.
- 1.3. Qwilt makes support services and parts available to Customers under specific conditions and for limited periods and will not necessarily announce "end of life" in advance.
- 1.4. Customer shall pay all applicable sales, use and other taxes or duties imposed on the sale, purchase or license of the Qwilt Solution, together with all applicable transportation, insurance and handling charges.
- 1.5. Customer shall not directly or indirectly (i) modify, enhance, adapt, translate, make improvements to, created derivative works based upon any part of, disassemble, decompile, reverse engineer, reduce to any human or machine perceivable form or otherwise circumvent any technological measure that controls access to or permits derivation of the source code of, the Qwilt Solution; (ii) rent, lease, sell, transfer, assign, or sublicense the rights granted hereunder; or (iii) without the written consent of Qwilt copy any part of the Software or Documentation except for one (1) copy for archival and back-up purposes.

### **2. PAYMENT AND CANCELLATION.**

- 2.1. The Customer may not cancel or change an accepted purchase order without Qwilt's prior written consent.

- 2.2. The Customer shall pay for the Qwilt Solution in accordance with written terms detailed by an authorized officer or designee of Qwilt and shall not be entitled to suspend payments, set-off or deduct any amount invoiced by Qwilt. In the event Customer is in default in respect of payment of any sum invoiced by Qwilt, then without prejudice to Qwilt's other rights and remedies, (a) all outstanding sums shall immediately become due and payable to Qwilt notwithstanding any credit terms granted to the Customer, (b) Qwilt may delay or suspend delivery or cancel any existing, pending or new orders and/or agreements of or with the Customer, and (c) Qwilt may retain any amount already paid to it by Customer.
  - 2.3. Any amount not paid by Customer when due shall bear interest at the rate of 1.5% (or the highest legal rate) per month.
3. **DELIVERY, TITLE AND RISK OF LOSS.** The Qwilt Solution shall be made available F.O.B. at Qwilt's designated facility and risk of loss shall pass to Customer at such time. Qwilt will cooperate with Customer or its designated freight carrier to facilitate shipping. Qwilt shall make reasonable efforts to adhere to any quoted dates, but may not fulfill all items in an order at one time and does not make any guarantees in this regard. Qwilt will not be liable for any direct or indirect damage or loss that the Customer may incur resulting from a delay. The Customer will notify Qwilt within ten (10) calendar days following the delivery date of any discrepancies in the list of materials shipped or damages discoverable upon reasonable inspection. If no notification is received within such period, the Qwilt Solution shall be deemed to be accepted in the quantity specified on the bill of lading or commercial invoice and in good condition and such acceptance will operate as a bar to claims.
4. **INSTALLATION.** In the event that installation is required for the purpose of implementing the Qwilt Solution into the Customer's networks and the terms of such installation and/or related training are agreed upon by Qwilt and the Customer, Qwilt will install the Qwilt Solution at Customer's designated facility, provided Qwilt has received all applicable payments. Prior to installation, Customer shall, at its expense, complete all applicable site preparations for installation, as specified by the Documentation and applicable law, and shall thereafter provide such other assistance, qualified personnel, services and facilities as may be requested by Qwilt to complete such installation. Customer will provide access to the customer premises for Qwilt personnel or its certified service partner to conduct the installation; provide assistance with a customer technician and any applicable assistance as needed for the installation. Customer shall not handle, operate, open, dismantle or use the Qwilt Solution other than upon completion of installation thereof in the presence and under the supervision of authorized Qwilt technical personnel.
5. **CLOUD MANAGED.** Qwilt will have the right to remotely connect the Qwilt Solution to its Cloud Platform (the "Platform") in order to provide Customer with management, analytics and reporting and to enable Qwilt to collect and analyze data and other information relating to the provision, management and performance of various aspects of the Qwilt Solution and related systems and technologies. Qwilt will be free (during and after the terms hereof) to (i) use such information to improve and enhance the Qwilt Solution and Platform and for other development, diagnostic and corrective purposes in connection with the foregoing and with other Qwilt offerings, and (ii) disclose such data solely in de-identified form in connection with its business.

## 6. WARRANTY

- 6.1. **Hardware Warranty.** Qwilt warrants to Customer that any hardware component of the Qwilt Solution supplied to Customer hereunder shall be free from material defects in material and workmanship, subject to normal and intended use and service, for a period of 12 months commencing upon the date of delivery of the Qwilt Solution in accordance with these Terms and Conditions.
- 6.2. **Software Warranty.** Qwilt warrants to Customer that the Software will in all material respects perform the functions described in the applicable Documentation for a period of ninety (90) days commencing upon the date of delivery of the Qwilt Solution in accordance with these Terms and Conditions.
- 6.3. **Remedy for Warranty Claim.** Customer's exclusive remedy for a warranty claim will be repair or replacement at Qwilt's option upon shipment of applicable product to Qwilt at Customer's expense, provided that the claim is made promptly and Qwilt determines that no misuse, abuse, neglect, negligence, or unauthorized repair or modification has occurred.
- 6.4. **Exclusion of Warranties.** Qwilt or any Qwilt authorized service partner will use commercially reasonable efforts to correct any reported error or defect in connection with the Qwilt Solution or in accordance with separately available Support Services as identified in Exhibit A attached hereto. Qwilt's obligations hereunder shall not apply to support, maintenance, repair or replacement necessitated in whole or in part by (i) use of versions of the Software other than the then-current and immediately previous release, which are pre-installed on hardware provided by Qwilt or operated on a supported hardware/operating system platform specified in the release notes for the Software; (ii) catastrophe, fault or negligence of the Customer, (iii) improper or unauthorized use including without limitation, use prior to proper installation, modification, alteration or repair other than by Qwilt or its authorized technical representatives; (iv) accessing Software on unlicensed servers (v) removal of the Qwilt Solution from the original installation site (vi) unusual stress, power failure, deviation from recommended maintenance procedures; or (vi) failure to maintain the prescribed conditions at the installation site or other failure to comply with applicable Documentation. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR AGAINST INFRINGEMENT). QWILT DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION. THE REMEDY PROVIDED IN THIS SECTION SHALL BE CUSTOMER'S SOLE REMEDY, AND CUSTOMER SHALL HAVE NO CLAIM, EXCEPT AS AFORESAID, AGAINST QWILT, ITS AFFILIATES OR THE MANUFACTURER, SUPPLIER OR LICENSOR OF THE QWILT SOLUTION, SOFTWARE OR RELATED SERVICES, WHETHER BASED IN CONTRACT, NEGLIGENCE, QWILT SOLUTION LIABILITY, TRADE PRACTICES, OR OTHERWISE. REPAIR OR REPLACEMENT (OR REFUND, AS ELECTED BY QWILT) IN THE MANNER PROVIDED ABOVE SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF QWILT WITH RESPECT TO THE QUALITY AND PERFORMANCE OF THE QWILT SOLUTION, SOFTWARE OR RELATED SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR SELECTION OF THE QWILT SOLUTION TO ACHIEVE CUSTOMER'S INTENDED RESULTS OR

FOR CUSTOMER'S PARTICULAR APPLICATIONS. EXCEPT AS PROVIDED IN THIS SECTION THE QWILT SOLUTION IS PROVIDED "AS IS".

#### 6.5. **Warranty Returns**

Customer shall return any products subject to this limited warranty to Qwilt FOB Qwilt's shipping location, shipping charges prepaid. No warranty returns shall be made without Customer first obtaining a Return Material Authorization (RMA) number from Qwilt. Products returned to Qwilt without RMAs shall be returned unopened, at Customer's risk and expense, or discarded. When requesting an RMA, Customer shall have the following information available: (i) model and serial number for each unit of the products to be returned, (ii) applicable Qwilt invoice number and date; (iii) reason for return and detailed description of problem, and (iv) contact information for Customer. The RMA number shall be marked on the parcel, which shall be packaged by Customer to the best commercial standard for electronic equipment. Qwilt shall pay shipping charges for delivery of repaired or replaced products, provided that if Qwilt reasonably deems that the returned products are not subject to this limited warranty, Customer shall pay all return freight charges.

7. **Limitation of Liability.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRAY, IN NO EVENT SHALL QWILT, ITS AFFILIATES OR THE MANUFACTURER, SUPPLIER, OR LICENSOR OF THE QWILT SOLUTION OR ANY COMPONENT THEREOF BE LIABLE FOR DAMAGES OR CLAIMS RELATING TO SUCH OFFERINGS OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS EXCEEDING THE ACTUAL AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTHS PROCEEDING THE CLAIM AND ASSOCIATED WITH THE SPECIFIC QWILT SOLUTION COMPONENTS THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, TRADE PRACTICES, OR OTHERWISE. IN NO EVENT SHALL QWILT, ITS AFFILIATES, LICENSORS, MANUFACTURERS OR SUPPLIERS BE LIABLE FOR ANY LOSS OF REVENUE OR PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR RELIANCE DAMAGES OF ANY KIND EVEN IF QWILT OR ANOTHER SUCH PARTY IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
8. **CONFIDENTIALITY; PROPRIETARY RIGHTS.** Customer acknowledges that these Terms and Conditions (unless made publicly available), all Software, Documentation and all technical and manufacturing techniques, concepts, methods, specifications and information relating to the Qwilt Solution, including all rights, title, and interest to the Software and all trademarks, copyrights, data, and source code relating thereto, shall remain the sole and exclusive property of Qwilt and its applicable licensors. Customer agrees to hold all such information ("**Confidential Information**") in confidence and not to disclose the Confidential Information to any third party, except to those employees of Customer who are bound by restrictions at least as protective of Qwilt as those provided here and who must have access to the Confidential Information in order to use the Qwilt Solution and Documentation. Customer shall maintain all proprietary or copyright markings and legends on the Qwilt Solution, Documentation, and permitted copies thereof, and will not make or permit use of any trademark or trade name of Qwilt without Qwilt's the prior written consent or take or permit any action which could impair Qwilt's rights, or damage the reputation of quality inherent, in its trademarks. Customer's obligations under this Section 7 shall survive indefinitely.

## 9. INDEMNITY.

9.1. Subject to the restrictions identified in these Terms and Conditions, Qwilt shall assume responsibility for any suit or proceeding brought against Customer, insofar as it is based on a third-party claim that an unaltered Qwilt Solution or any part thereof furnished pursuant to these Terms and Conditions infringes upon any U.S. trademark or patent; provided, however, that Qwilt shall have been given immediate notice in writing of the assertion of any such claim and of the threat or institution of any such suit or proceeding, and all authority and assistance required for the investigation, preparation, defense and settlement of same. Qwilt, at its election, may defend any such suit or proceeding, substitute non-infringing equipment or software for the components alleged or determined to infringe as aforesaid, obtain license rights for use by Customer and/or refund to Customer the purchase price paid for the infringing product less depreciation of twenty percent (20%) per year from the date of delivery. This Section 8 states Customer's entire remedy, and Qwilt's entire liability, for any such infringement or claim thereof. Without the prior written consent of Qwilt, Customer will not incur any cost or expense in connection with such claim, suit or proceeding or make any admission, or enter into any agreement, in connection therewith. Qwilt shall have no liability for any infringement or claim thereof to the extent it is based upon: (a) Customer prototypes, outputs, or other results of the Qwilt Solution; (b) the use with the Qwilt Solution of any supplies, equipment or software not manufactured by Qwilt or its affiliates or any Qwilt product modified by Customer without obtaining Qwilt's prior written authorization, (c) the use of any Qwilt component furnished hereunder with any other equipment, device, software or data not supplied by Qwilt, (d) the result of Qwilt compliance with any of Customer's designs or specifications, (e) if any of the circumstances giving rise to one or more Warranty Exclusions under Section 6.4 exist, or (f) Customer's continued use of any Qwilt Solution after receipt of notice of infringement (collectively, "**Exclusions**").

9.2. Customer shall defend, indemnify, and hold harmless Qwilt and its affiliates, and their employees, officers, and directors, against any claim, suit or proceeding arising out of Exclusions.

10. **SECURITY INTEREST.** Title shall not pass to Customer so long as any amounts remain to be paid, pending which Qwilt maintains a lien against, and Customer hereby grants to Qwilt, a security interest in any component of the Qwilt Solution furnished to Customer, including all proceeds related thereto or derived therefrom.

11. **EXPORT COMPLIANCE.** Customer shall not transfer, export or re-export the Qwilt Solution except in full compliance with export controls administered by the U.S. and other applicable countries and any applicable import and use restrictions. Customer represents it is not located in, under control of, or a national or resident of any prohibited country or person. Customer is solely responsible for determining compliance and obtaining all required approvals.

12. **NOTICES.** All notices and communications between the parties shall be in writing and sent by (i) certified mail, return receipt requested, (ii) overnight/express courier, or (iii) facsimile (with original to follow) to the last known address of such party (addressed in the case of Qwilt to the attention of [\_\_\_\_]), or to such other address(es) of which notice is given in accordance with this section, and shall be deemed given when received.

13. **ENTIRE AGREEMENT; MODIFICATIONS.** These Terms and Conditions contain the entire agreement between the parties and supersedes all prior and contemporaneous representations, promises, statements, agreements and understandings, written or oral, regarding the subject matter hereof. These Terms and Conditions may be modified by Qwilt from time to time and reposted at <http://qwilt.com/qwilt-terms-of-sale>. In no event shall a purchase order issued by Customer amend, modify or supplement any of these Terms and Conditions.
14. **JURISDICTION.** These Terms and Conditions shall be governed by and construed under the laws of the State of New York, without reference to choice of law rules. Any action brought by Customer against Qwilt, under these Terms and Conditions or otherwise, shall be brought in a state or federal court of competent jurisdiction in the State of New York. Customer also hereby consents to the jurisdiction of any court(s) of competent jurisdiction in which Qwilt seeks equitable or injunctive relief for the breach of any of these Terms and Conditions and in all cases waives any applicable right to a jury trial. Customer shall be liable for all costs incurred by Qwilt (including attorneys' fees) in connection with (i) the collection of any past due amounts owed by Customer, or (ii) any action in which Qwilt is the prevailing party. The United Nations Convention for the Sale of Goods shall not apply.
15. **GENERAL.** The parties hereto are independent contracts and nothing herein shall be construed as creating a partnership or granting the right to bind the other. Customer may not assign or transfer these Terms and Conditions or the rights granted hereunder except with Qwilt's prior written consent. Customer's rights or obligations under these Terms and Conditions shall be binding upon and inure to the benefit of each party's permitted successors and assigns. Licensors of components of the Software may as third-party beneficiaries enforce the Terms and Conditions relating to their rights. Qwilt may terminate these Terms and Conditions in the event of Customer's breach of any term hereof. Upon termination for any reason, Customer shall cease use of the Software, delete or destroy all copies in its possession including that which may have been provided to contractors or consultants, and execute a certification evidencing same. In the event of any insolvency proceeding by or against Customer, Qwilt may cancel all or any part of these Terms and Conditions. The unenforceability of any provision of these Terms and Conditions shall in no way affect the enforceability of any other provision. A waiver by Qwilt of any provision of these Terms and Conditions must be in writing by an authorized officer of Qwilt to be valid. Provisions which by their nature should survive termination, including Sections 1.5, 2, 7, 8, 9.2, 10, 11, 12, 14, and 15 shall so survive.

## Exhibit A

### SUPPORT SERVICES

Unless otherwise defined herein, all capitalized terms will have the meanings set forth in the Terms and Conditions.

1. “Support Services” consists of:
  - 1.1. Advice regarding the downloading, installation and configuration of the Software (including Updates, as defined below, provided by Qwilt), when used by Customer on systems that meet the Software’s “System Requirements”
  - 1.2. Facilities for bug tracking, escalation of problems for priority attention, and access to community-supported FAQs relating to the Qwilt Solution.
  - 1.3. Assistance with troubleshooting to diagnose and fix errors in the Qwilt Solution.
  - 1.4. Access to Documentation relating to the Qwilt Solution, including authorization to make copies of Documentation for internal use as specified in the Terms and Conditions.
2. **EXCLUSIONS FROM SUPPORT SERVICES.** Qwilt shall have no obligation to provide support in the circumstances described in Section 6.4 of the Terms of Sale (Exclusion of Warranties). Qwilt is not responsible for hardware changes necessitated by changes to the Software. Support Services do not include:
  - 2.1. Assistance in the development or debugging of Customer's system, including the operating system and support tools.
  - 2.2. Information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications.
  - 2.3. Assistance with the installation and configuration of hardware other than the hardware provided by Qwilt in connection with the Qwilt Solution, including, but not limited to computers, hard disks, networks, and printers.
3. **UPDATES.** “Updates” means a release for the Software containing error corrections and/or minor enhancements. Qwilt shall, subject to Customer's payment of moneys due under these Support Services, provide each Update as soon as Qwilt makes such Update generally available to Qwilt’s customers. The above shall not apply to any release that Qwilt does not provide to Qwilt’s customers as part of the Support Services and for which Qwilt charges additional payments.
4. **UPGRADES.** “Upgrades” includes without limitation, enhancements, new releases, new features, new versions of and other changes to the Qwilt Solution. Upgrades are not provided to Qwilt’s customers as part of the Support Services and shall be provided to the Customer subject to payment of additional fees applicable to such Upgrades.
5. **SUBCONTRACTORS.** Qwilt or its authorized service partner reserve the right to subcontract any of the work to be performed under this Exhibit A, and Qwilt retains responsibility for any work so subcontracted.
6. **CUSTOMER RESPONSIBILITIES.**

- 6.1. Customer shall cooperate with and provide full information to Qwilt or its authorized resellers with respect to the furnishing of Support Services under these Support Services and dedicate the time and resources necessary to advance issue resolution.
- 6.2. In the event of on-site Support Services:
  - 6.2.1. Customer will meet and designate personnel to accompany the Qwilt technician on site and will arrange all access authorizations required for the technician to enter the Customer site and access the supported product;
  - 6.2.2. Customer will provide the necessary conditions for the technician to work on the supported product, which may include (but are not limited to):
    - a. safe access to the product;
    - b. electricity;
    - c. local phone line;
    - d. monitor or display, mouse & keyboard.
- 6.3. Customer is and shall be solely responsible for installation and deployment of QB-Series devices in the Customer network.
- 6.4. In case of Video Fabric Manage Service:
  - 6.4.1. Customer is responsible for providing Supplier advance notice regarding any network or server changes relevant to the Video Fabric deployment.
  - 6.4.2. Customer must allow Supplier remote access to all deployed Video Fabric Controllers through a secured routable IP address and Management-control interfaces of all deployed Video Fabric Controllers through a secured routable IP address
7. **SUPPORT CONTACTS.** Customer shall designate one or more support contacts that are authorized to submit issues encountered in connection with use of the Qwilt Solution. If Customer has purchased the license from a Qwilt-authorized reseller, Customer shall contact that party for assistance. If Customer has purchased the license directly from Qwilt, Customer may contact Qwilt using the Qwilt support mailing alias, the Qwilt website or at Qwilt's toll-free Support telephone number.
8. **PROBLEM PRIORITY.** Upon receipt of a properly submitted issue via Qwilt CRM system, qwilt support mail: [support@qwilt.com](mailto:support@qwilt.com) or through Qwilt toll-free number, Qwilt or its authorized reseller shall prioritize it in accordance with the guidelines below:
  - 8.1. Severity 1 (S1) – Qwilt Solution is down or inoperative or major software problems exist causing critical impact to Customer's business. S1 problems must be reported on Qwilt's toll-free support telephone number in order to expedite resolution. Qwilt and the Customer will commit necessary resources around the clock to resolve the situation.
  - 8.2. Severity 2 (S2) – Qwilt Solution is operational but in a degraded mode or major software problem exists causing significant impact to customer's business. Qwilt and the Customer will commit full-time resources during normal business hours to resolve the situation.
  - 8.3. Severity 3 (S3) – Operational performance of the network is impaired while most business operations remain functional. Qwilt and the Customer are willing to commit resources during normal business hours to restore service to satisfactory levels.



- 8.4. Severity 4 (S4) – Customer requires information or assistance on product capabilities, installation, or configuration, with no impact to the Customer's business operation. Qwilt and the Customer are willing to provide resources during normal business hours to provide information or assistance as requested.
- 8.5. Enhancement Request (ER) – An ER is a recommendation for future product enhancement or modification to add official support and documentation for unsupported or undocumented feature, or features that do not exist in the Qwilt Solution. Qwilt will take ERs into consideration in the product management process, but has no obligation to deliver enhancements based on any ER.
- 8.6. Qwilt is entitled to reclassify a priority level assigned by a Qwilt-authorized reseller, in its sole reasonable discretion.
9. **RESPONSE TIMES.** Qwilt or its authorized reseller shall exercise commercially reasonable efforts to meet the response times specified below following receipt of a ticket properly submitted by Customer:

Support Response Times	
CRM / Mail Ticket Submission	24 x 7 x 365
Response Time S1 Issues*†	1 hour
Response Time S2 Issues*	4 business hours
Response Time S3 Issues*	8 business hours
Response Time S4 Issues*	24 business hours
<p>* From time when a Qwilt support engineer first communicates with Reseller.</p> <p>†In order to ensure a 1-hour response time for S1 Issues, Customer must submit such S1 Issue via the Qwilt support phone numbers (in addition to any submission of such issue or related information via CRM system).</p>	

10. **TERM AND TERMINATION.** Qwilt will provide Support Services and any Updates to Customer during the periods identified in the Qwilt Order Form, subject to Customer's payment of the applicable fees. In the event Customer fails to pay such fees to Qwilt or in the event Customer materially breaches the Support Services and does not cure such breach within thirty (30) days of its receipt of Qwilt's notice of same, Qwilt may suspend or cancel Support Services.
11. **GENERAL.** Qwilt shall not be liable for any failure or delay in performance due to causes beyond its reasonable control. Any illegal or unenforceable provision herein shall be

considered severed from this Exhibit A. Customer agrees that any information received incident to the Support Services shall be deemed to be subject to the non-disclosure obligations set forth in the Terms of Sale. This Exhibit A states the entire agreement regarding provision of Support Services to Customer and may be amended only by a written amendment set forth on a separate document executed by authorized representatives of both parties.