

## TERMS OF USE

QPX, Inc. (“Company,” “we” or “us”) maintains this website (the “Website”) as a source of information about the Company and its products or services. By using the Website, you agree to comply with and be bound by the following terms and conditions (this “Agreement”), which we may change at any time by posting notice on the Website. PLEASE READ THIS AGREEMENT CAREFULLY, AND PLEASE CHECK IT PERIODICALLY FOR CHANGES. If you do not accept this Agreement, do not use the Website.

### 1. Intellectual Property Ownership; Conditions on Use.

All the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, information and other content of the Website, including any Submissions (as defined below), and any of the foregoing sent to you by e-mail or other means (collectively, the “Site Content”) are proprietary to us or to third parties.

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The marks: QPX, QPXC, NDP, NEW DISCOVERY PLATFORM, DR, DISCOVERY ROOM, HTM, HYPOTESIS THESIS MACHINE, DVC, and any related logos are registered or unregistered trademarks of Company, and may not be used in connection with any service or products other than those provided by Company, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. Any use of such marks, or any others displayed on the Website, will inure solely to the benefit of their respective owners.

You agree that you will comply with all applicable laws, rules and regulations in your use of the Website and Site Content, and you will be solely responsible for your own violations thereof.

### 2. Ideas Submitted to Company.

In the event that you submit to Company any ideas or suggestions for the Website, Site Content or any Company products or services, or otherwise relating to the operation of the Company (including submissions via the Website or any email addresses of Company personnel located on or through the Website) (collectively, “Submissions”), the Submissions will be deemed, and will remain, the sole property of Company. None of the Submissions will be subject to any obligation of confidence on the part of Company, and Company will not be liable for any use or disclosure of any Submissions. Without limiting the foregoing, Company will be entitled to unrestricted use and other exploitation of the Submissions for any purpose

whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Submissions.

### 3. Links to Third Party Websites.

The Website may contain links to third-party websites. Any linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply endorsement of, sponsorship of, or affiliation with the linked site by Company. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

### 4. Warranty Disclaimers and Limitations of Liability.

COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE WEBSITE OR ANY SITE CONTENT. THE WEBSITE AND SITE CONTENT ARE PROVIDED “AS-IS” AND WITH ALL FAULTS, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; THAT THE WEBSITE OR ANY SITE CONTENT WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE OPERATION OR USE OF THE WEBSITE OR ANY SITE CONTENT, AND AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE WEBSITE OR ANY SITE CONTENT.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM COMPANY ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE WEBSITE OR SITE CONTENT, EVEN IF COMPANY HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

### 5. Privacy Policy.

Company operates the Website under the Privacy Policy published at [\[https://www.qpexploration.com/wp-content/uploads/2018/05/QPX-Website-Privacy-Policy.DOCX.pdf\]](https://www.qpexploration.com/wp-content/uploads/2018/05/QPX-Website-Privacy-Policy.DOCX.pdf). We urge you to read this policy now and, because the policy is updated from time to time, later at your convenience.

### 6. Applicable Law; Jurisdiction.

You and Company agree that this Agreement, and all disputes arising from or relating to the Website, Site Content or this Agreement, will be governed by the laws of The Commonwealth of Massachusetts, United States of America, without regard to any conflicts of laws principles that would apply another law. You hereby consent to non-exclusive jurisdiction

and venue in any federal or state court located within The Commonwealth of Massachusetts, United States of America, with respect to any suit, claim or cause of action arising from or relating to the Website, Site Content or this Agreement, and you agree not to bring any such suit, claim or cause of action except in a court located within The Commonwealth of Massachusetts, United States of America.

#### 7. Modifications.

Company reserves the right to modify this Agreement, any aspects of the Website or Site Content, or its policies at any time, with or without notice to you. You are under an obligation to review the current version of this Agreement and other Company policies before using the Website.

#### 8. Miscellaneous Provisions.

Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific cases, the use of “include,” “includes” or “including” herein will not be limiting and “or” will not be exclusive. No waiver by Company of any breach of any provision herein will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver by Company will be binding unless made in an express writing signed by Company. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. This Agreement sets forth the entire agreement between you and Company regarding its subject matter, and supersedes all prior promises, agreements, discussions or representations, whether written or oral, regarding such subject matter. Except as otherwise provided herein, this Agreement may only be modified by an express written instrument signed by Company. You may not assign or otherwise transfer this Agreement or any of your rights hereunder, or delegate any of your obligations hereunder, without the prior written consent of Company in its sole discretion. Any purported assignment or delegation without such consent will be null and void. Company may freely assign, transfer or delegate this Agreement, in whole or in part, from time-to-time. This Agreement will be binding upon and inure to the benefit of the parties’ successors and permitted assigns. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a “signing” for all purposes.

Effective Date of Terms: May 30<sup>th</sup>, 2018