

Standard Terms and Conditions of Agreement

Effective Date: September 1, 2015

QQSolutions' Standard Terms and Conditions of Agreement (the "Terms") constitutes a legal agreement that governs Your purchase and ongoing use of the QQSolutions proprietary software services, Web-based applications and other services, including QQCatalyst®, QQEvolution®, QQMobile, QQWebRater, QQWebAgent, and QQMarketing Dashboard, as well as Your use of the www.QQSolutions.com website (the "Website") (together, the "Products and Services").

By clicking the box thereby indicating Your acceptance, You agree to the Terms herein. By accepting these Terms on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms and that You are the primary contact for such entity and its affiliates, in which case the terms "You" or "Your" shall refer to such entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept the Terms and may not purchase and/or use the Products or Services.

These Terms are effective between You and QQSolutions as of the date on which You indicated Your acceptance of the Terms as provided herein.

1. Definitions

- "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- "Contract" means the commitment You have made to either a one-year or three-year Subscription Term and that you are paying the subscription fee for the full Subscription Term in advance.
- "Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- "Data Analytics Services" means the data mining of insurance quoting activity, analysis and reporting services, which QQSolutions provides to insurance carriers by agreement.
- "Data Hosting Services" means the storage and maintenance of, and access to, Your data on either QQSolutions' network, or in the Amazon Web Services cloud platform in connection with Your use of QQSolutions' proprietary software and Web-based application services, specifically: QQEvolution, QQMobile, QQWebRater, QQWebAgent, and QQMarketing Dashboard, and excludes the real-time rating process, server-based rating process or other processes that provide quotations from insurance carriers or other third-parties. The QQCatalyst Service is a separate service not included under Data Hosting Services (see "QQCatalyst Service", below).
- "Order Form" means the online form and signed proposal, including addenda thereto, that are signed or electronically accepted by You and QQSolutions from time to time. Order Forms shall be deemed incorporated herein by reference.
- "QQCatalyst Service" shall mean the QQCatalyst® Web-based agency management system application, along with the storage and maintenance of, and access to, Customer's data managed by the QQCatalyst Web application, all of which are hosted for QQSolutions by the Microsoft® Windows Azure® cloud computing platform, and excludes all Customer and third-party provided hardware, systems, networks, software and peripherals.
- "Products and Services" means one or more of QQSolutions proprietary software services, Web-based applications and other services, including QQCatalyst®, QQEvolution®, QQMobile, QQWebRater, QQWebAgent, and QQMarketing Dashboard, including associated installed software components, but excluding any Third Party Applications, as well as use of the www.QQSolutions.com website.
- "SLA" means the separate Service Level Agreement for either the QQCatalyst Service, or QQSolutionsData Hosting Services, as applicable.

- “Subscription Term” means the period of time for which You have purchased the Products and Services, and for which you have paid in advance.
- “Thirty-Day (30 Day) Money Back Guaranty Period” means the thirty-day (30-day) period commencing with Your the initial order of the Products and Services during which You are entitled to a refund should you decide to cancel.
- “User’s Manual” means the product manual or reference manual or user’s guide for the Products and Services that is provided to You with the Products and Services and also accessible via QQSolutions’ website, as updated from time to time.
- “Users” means persons who are authorized by You to use the Products and Services, for whom subscriptions to the Products and Services have been purchased, and who have been supplied user identifications and passwords by You (or by QQSolutions at Your request).
- “URL” (Uniform Resource Locator) means the address of a website as in, for example: <http://www.myagency.com>.
- “You” or “Your” means the company or other legal entity for which you are accepting these Terms, and Affiliates of that company or entity, or You individually, if you are accepting these Terms in Your individual capacity.
- “Your Data” means all electronic data or information submitted by You to the Products and Services and maintained by the QQCatalyst Service or QQSolutions’ Data Hosting Services, as applicable, including, but not limited to, saved insurance quotations, client data, policy data, images, and related information.

2. Purchase of License for Use of the Products and Services

2.1 Purchase of License for the Products and Services. QQSolutions shall grant a revocable, limited, non-exclusive, non-transferable license to use the Products and Services to You pursuant to and subject to Your compliance with these Terms during the Subscription Term. You agree that Your license purchases hereunder are neither contingent on the delivery of any future capabilities or features nor dependent on any oral or written public announcements or comments made by QQSolutions regarding future capabilities or features.

2.2 QQSolutions’ Responsibilities. QQSolutions shall: (i) provide to You basic support for the Products and Services and/or upgraded support, if such basic or upgraded support is purchased separately, (ii) use commercially reasonable efforts to make the Products and Services available according to QQSolutions’ SLA, and (iii) provide the Products and Services only in accordance with applicable laws and government regulations.

2.3 Your Responsibilities. You shall (i) complete the required training program for the Products and Services, (ii) be responsible for Users’ compliance with these Terms, (iii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Products and Services, and notify QQSolutions promptly of any such unauthorized access or use, and (v) use the Products and Services only in accordance with the User’s Manual and applicable laws and government regulations. You shall not (a) make the Products and Services available to any third party other than Users, (b) sell, resell, rent or lease the Products and Services, (c) use the Products and Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere with or disrupt the integrity or performance of the Products and Services or third-party data contained therein, or (e) attempt to gain unauthorized access to the Products and Services or their related systems or networks.

2.4 Usage Limitations. The license for the Products and Services may be subject to other limitations, such as, for example, limits on the QQCatalyst Services or QQSolutions Data Hosting Services storage space available to You, the number of backup copies of Your Data provided to You or on Your behalf, and, QQCatalyst Services or QQSolutions Data Hosting Services network bandwidth utilization. Any such limitations are described in the User’s Manual and/or other documentation.

2.5 Copies of Your Data. Upon Your request, and at the current QQSolutions' fee, QQSolutions shall provide You with a backup copy of Your data, subject to the terms of the applicable Service Level Agreement.

3. Third-Party Software Application and Service Providers

3.1 Purchase of Third-Party Software Applications and Services. QQSolutions may offer Third-Party Software Applications and Services for sale in an Order Form. Any other acquisition by You of Third-Party Software Applications or services, including but not limited to Third-Party Software Applications, services and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. QQSolutions do not warrant or support third-party products or services, whether or not they are designated by QQSolutions as "certified" or otherwise, except as may be specified in an Order Form. No purchase of Third-Party Applications or services is required to use the Products and Services.

3.2 Third-Party Applications and Your Data. If You install or enable Third-Party Applications for use with the Products and Services, You acknowledge that QQSolutions may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Products and Services. QQSolutions shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. The Products and Services shall allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Products and Services. No Third-Party Applications are required in order to use the Products and Services.

4. Fees and Payment for Purchased Products and Services

4.1 Subscription Fees. You shall pay all fees specified in all Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on the license for Products and Services purchased and not actual usage, (iii) subsequent to the Thirty-Day (30 Day) Money Back Guaranty Period, payment obligations are non-cancelable and fees paid are non-refundable, and (iv) fees may be modified at any time by QQSolutions.

4.2 Invoicing and Payment.

4.2.1 If You have purchased a license for the Products and Services under QQSolutions' one-year Contract or three- year Contract, payment in full for the contracted Products and Services is due at the start of the Subscription Term. You may pay by check, money order, ACH, or credit card. If paying by ACH or credit card, You will provide QQSolutions with ACH information, or with valid and updated credit card information. If You provide ACH or credit card information to QQSolutions, You authorize QQSolutions to charge such ACH or credit card for all Products and Services listed in the Order Form.

4.2.2 If you have purchased a license for the Products and Services on a month-to-month basis, You will provide QQSolutions with ACH information, or with valid and updated credit card information, or with a check or money order. If You provide ACH or credit card information to QQSolutions, You authorize QQSolutions to charge such ACH or credit card for all Products and Services listed in the Order Form. Such charges shall be made in advance, either monthly or in accordance with the billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than ACH or a credit card, QQSolutions will invoice You in advance and otherwise in accordance with the relevant Order Form. You are responsible for maintaining complete and accurate billing and contact information with QQSolutions.

4.3 Overdue Charges. If any charges are not received from You by the due date (except charges then subject of a reasonable and good faith dispute), then at QQSolutions' discretion, (a) such charges may accrue late interest at the rate of up to 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) QQSolutions may condition future subscription renewals and Order Forms on an alternate method of payment and payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4 Charges 30 or More Days Overdue. If any charge owing by You under this or any other Terms for Products and Services is 30 or more days overdue (except charges then subject of a reasonable and good faith dispute), QQSolutions may, without limiting QQSolutions' other rights and remedies, accelerate

Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable in full, and suspend Products and Services until such amounts are paid in full.

4.5 Taxes. Unless otherwise stated, QQSolutions' fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If QQSolutions has the legal obligation to pay or collect Taxes for which You are responsible under this paragraph or otherwise, the appropriate amount shall be invoiced to and paid by You, unless You provide QQSolutions with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, QQSolutions is solely responsible for taxes assessable against QQSolutions based on QQSolutions' income, property and employees.

5. Proprietary Rights

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, QQSolutions reserve all rights, title and interest in and to the Products and Services, including all related intellectual property rights. No rights are granted to You hereunder other than the limited license rights for Products and Services as expressly set forth herein.

5.2 Restrictions. You shall not (i) permit any third party to access the Products and Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Products and Services, (iii) copy, frame or mirror any part or content of the Products and Services, (iv) reverse engineer the Products and Services, or (v) access the Products and Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Products and Services.

5.3 Ownership of Your Data. As between QQSolutions and You, You exclusively own all rights, title and interest in and to all of Your Data. Notwithstanding any other provision herein, QQSolutions shall have the right to access, compile, and aggregate Your Data into de-identified data that does not include (i) any personally identifiable information of any employee, enrollee, subscriber, beneficiary, or other individual; or (ii) the identity of an employer, trade group, insured, insurer or any other entity ("De-identified Aggregate Data"). QQSolutions may use or distribute such De-identified Aggregate Data for any lawful purpose, including without limitation analytics, benchmarking and research purposes. Without affecting Your rights in and to Your Data, QQSolutions shall own all De-identified Aggregate Data.

5.4 Your Suggestions for Enhancements to the Products and Services. QQSolutions shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Products and Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Products and Services.

5.5 Injunctive Relief. You acknowledge that aspects of the Products and Services are unique, confidential and valuable assets and trade secrets of QQSolutions', and QQSolutions shall have the right to obtain all equitable and legal redress which may be available to QQSolutions for the breach or threatened breach of these Terms, including, without limitation, injunctive relief.

6. Confidentiality

6.1 Confidential Information Definition. As used herein, "Confidential Information" means all Confidential Information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; QQSolutions' Confidential Information shall include the Products and Services; and Confidential Information of each party shall include the terms and conditions contained in these Terms and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these

Terms, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3 Protection of Your Data. Without limiting the above, QQ Solutions shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as per QQ Solutions' Service Level Agreement. QQ Solutions shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Products and Services, or prevent or address service or technical problems, or at Your request in connection with customer support matters.

6.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. Warranties and Disclaimers

7.1 QQ Solutions' Warranties. QQ Solutions warrants that the Products and Services shall perform materially in accordance with the User's Manual and SLA. For any breach of such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Mutual Warranties. Each party represents and warrants that it has the legal power to agree to and be bound by these TERMS.

7.3 Disclaimer. Except as expressly provided herein, neither party makes any warranties of any kind, expressed or implied, including any warranties of merchantability, design, or fitness for a particular purpose, or non-infringement, or any implied warranty arising out of course of performance, course of dealing, or usage of trade, and expressly to the maximum extent permitted by applicable law.

7.4 The Website. The Website is provided by QQ Solutions on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, QQ Solutions makes no representations or warranties of any kind, express or implied, regarding the use or the results of the Website in terms of its correctness, accuracy, reliability, or otherwise. QQ Solutions shall have no liability for any interruptions in the use of this Website. QQ Solutions disclaims all warranties with regard to the information provided, including the implied warranties of fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore, in such cases, the above-referenced exclusion is applicable to the extent allowed by the laws of such jurisdictions.

8. Mutual Indemnification

8.1 Indemnification by QQ Solutions. QQ Solutions shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Products and Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by You in connection with any such Claim, provided, that You (a) promptly give QQ Solutions written notice of the Claim and (b) give QQ Solutions sole control of the defense and settlement of the Claim (provided that QQ Solutions may not settle any Claim unless the settlement unconditionally releases You of all liability) and (c) provide to QQ Solutions all reasonable assistance, at QQ Solutions' expense.

8.2 Indemnification by You. You shall defend QQ Solutions against any Claim made or brought against QQ Solutions by a third party alleging that Your Data, or Your use of the Products and Services in violation of these Terms, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify QQ Solutions for any damages finally awarded against, and for reasonable attorney's fees incurred by, QQ Solutions in connection with any such Claim; provided, that

QQSolutions shall (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release QQSolutions of all liability); and (c) provide to You all reasonable assistance, at QQSolutions' expense.

8.3 Exclusive Remedy. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

9. Limitation of Liability

9.1 Limitation of Liability. In no event shall QQ Solution's aggregate liability arising out of or related to these Terms, whether in contract, tort or under any other theory of liability, exceed the amount paid by You hereunder in the 12 months preceding the incident. The foregoing shall not affect or limit Your payment obligations under Section 4 (fees and payment for purchased services).

9.2 Exclusion of Consequential and Related Damages. In no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

9.3 Third-Party Sites. The Website may include links to other websites on the Internet that are owned and operated by third parties. You acknowledge that QQSolutions is not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or Webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. QQSolutions encourages You to carefully review the privacy policies of third-party sites.

10. Subscription Term, Modification, Interruption and Termination of Service

10.1 Subscription Term.

10.1.1 If You have purchased a license for the Products and Services under QQSolutions' one-year Contract or three- year Contract, Your Subscription for the Products and Services will commence on the date You accept these Terms and pay in full for the full Term of Contract and will continue until the end of the Subscription Term.

10.1.2 If you have purchased a license for the Products and Services on a month-to-month basis, the Subscription Term for the Products and Services will commence on the date You accept these Terms and will continue until all subscriptions granted in accordance with these Terms have been terminated, subject to section

10.3.2.

10.2 Modifications and Interruption Related to Website. QQSolutions reserves the right to modify the Website with or without notice to You. QQSolutions shall not be liable to You or any third party should QQSolutions exercise its right to modify the Website. You acknowledge and agree that QQSolutions does not guarantee continuous, uninterrupted or secure access to the Website and operation of the Website may be interfered with or adversely affected by numerous factors or circumstances outside of QQSolutions' control.

10.3 Termination of Subscriptions by You Within the Thirty-Day (30 Day) Money Back Guaranty Period. Subscriptions for the Products and Services purchased by You commence on the start date specified in the applicable Order. If You terminate Your Subscription within 30 days of placing Your order for the Subscription, QQSolutions will refund any payments you have made for the Subscription.

10.4 Termination Subsequent to the Money Back Guaranty Period

10.4.1 If You have purchased a license for the Products and Services under QQSolutions' one-year Contract or three- year Contract, You may terminate Your Subscription only if you pay in full for any remaining balance due to QQSolutions for the full Term of the Contract. In no event shall QQSolutions refund any payments You have made.

10.4.2 If you have purchased a license for the Products and Services on a month-to-month basis, You may terminate Your Subscription at any time provided you give QQSolutions 30 days written notice and pay all fees up to the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to QQSolutions for the period up to the effective date of termination.

10.5 Return of Your Data. Upon a written request by You made no later than 30 days after the effective date of termination of a Subscription, provided all amounts due to QQSolutions hereunder have been paid, QQSolutions shall provide a copy of Your Data for downloading from QQSolutions' website via secure FTP, as per QQSolutions' Service Level Agreement. After such 30-day period, QQSolutions shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data from QQSolutions' Data Hosting Services.

10.6 Termination by QQSolutions. QQSolutions may terminate Your Subscription(s) for cause: (i) upon 30 days written notice to You of a material breach if such breach remains uncured at the expiration of such period, or (ii) if You become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.7 Surviving Provisions. The following provisions shall survive any termination or expiration of these Terms: Sections 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability), 10.4 (Return of Your Data), 12 (Notices, Governing Law and Jurisdiction) and 13 (General Provisions).

11. Subscription Renewal

11.1 At the end of the Subscription Term, Your subscription to the Products and Services will automatically renew for the same Subscription Term unless you notify QQSolutions in writing at least thirty (30) days in advance that you do not wish to renew.

12. Notices, Governing Law and Jurisdiction

12.1 Addressing of Notices. Notices should be addressed to:

QQSolutions
350 Fairway Drive, Suite 101
Deerfield Beach, FL 33441
Attn: Billing Department

Facsimile: 954-640-0553

12.2 Manner of Giving Notice. Except as otherwise specified in these Terms, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the second business day after sending by email. Notices to You shall be addressed to You as primary contact using the contact information You have provided QQSolutions for Your relevant Products and Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

12.3 These Terms are governed by the laws of the State of Washington. Each party agrees to the applicable governing law without regard to choice or conflicts of law rules. In the event that any legal proceedings are commenced in any court with respect to any matter arising under these Terms, the parties hereto specifically consent and agree that (1) the courts of the State of Washington and/or the United States Federal Courts located in the Western District of Washington shall have exclusive jurisdiction over each of the parties hereto and over the subject matter of any such proceedings; and (2) the venue of any such action shall be in King County, Washington and/or the United States District Court for the Western District of Washington; provided, however, that QQSolutions may bring an action to enforce Your obligations or to protect its Confidential Information or proprietary content in any other jurisdiction.

12.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms.

13. General Provisions

13.1 Relationship of the Parties. The Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

13.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms.

13.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.4 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

13.5 Attorney Fees. You shall pay on demand all of QQ Solutions' reasonable attorney fees and other costs incurred by QQ Solutions to collect any fees or charges due QQ Solutions under these Terms following Your breach of Section 4.2 (Invoicing and Payment)

13.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign these Terms in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of these Terms upon written notice to the assigning party. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.7 Entire Agreement. These Terms, including all exhibits and addenda hereto and all Order Forms, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of these Terms and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of these Terms, and all such terms or conditions shall be null and void.

13.8 Compliance with Laws. In agreeing to these Terms, You assume all knowledge of applicable law and are responsible for compliance with any such laws. You agree not to use the Products and Services in any way that violates applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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