

Qloud Cover

Customer Agreement



STRETCH
QCONNECT



Qloud Cover



Qloud Cover Customer Agreement

IMPORTANT: DO NOT INSTALL OR USE QLOUD COVER PRODUCTS UNTIL YOU (THE "CUSTOMER") HAVE READ AND AGREED TO THE TERMS OF THIS AGREEMENT.

BY DOWNLOADING, INSTALLING OR OTHERWISE USING QLOUD COVER PRODUCTS & SERVICES, CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF ALL QLOUD COVER PRODUCTS & SERVICES IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY SUCH USE WILL CONSTITUTE CUSTOMER'S ACCEPTANCE AND RESULT IN A BINDING AND LEGALLY ENFORCEABLE AGREEMENT BETWEEN THE CUSTOMER AND THE COMPANY BEHIND QLOUD COVER; STRETCH QONNECT ApS ("STRETCH"). IF YOU ACCEPT THESE TERMS ON BEHALF OF ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO LEGALLY BIND SUCH ENTITY TO THIS AGREEMENT AND SUCH ENTITY IS DEEMED THE CUSTOMER HEREUNDER.

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

"Acceptance" of Qloud Cover Products & Services means downloading, installing, or otherwise using Qloud Cover Products or Services.

"Agreement" includes this agreement as well as any associated appendix attached to this document, any documents incorporated by reference, and any Order Form(s) between Stretch and Customer for the provision of Qloud Cover Products or Services.

"Stretch" refers to Stretch Qconnect ApS, the company behind all Qloud Cover Products and Services

"Reseller" means a reseller, distributor or other third party authorized by Stretch to sell Qloud Cover Products or Services.

"Delivery Date" means the date on which access to the Qloud Cover Products and Services is initially made available (via download or otherwise) to Customer or to the Reseller.

"Documentation" means the user, system, and installation documentation for the Qloud Cover Products and Services.

"Error" means a material failure of the Qloud Cover Products or Services to function in conformity with the Specifications.

"License" means the license granted by Stretch to Customer to use the Qloud Cover Products & Services and Documentation in accordance with the terms and conditions of this Agreement.

"Customer" means the company or persons having either purchased or used the product.

"Licensed Copies" means the number of copies of the Qloud Cover Products & Services and Documentation being licensed to the Customer.

"Price" means the Subscription Fees Customer shall pay as specified in Order Form or similar document.

"Rider" refers to any riders attached to this Agreement, or any subsequently prepared document which the parties agree in writing to be considered a Rider.

"Qloud Cover Products & Services" refers to the widely accessible version of the Qloud Cover Qloud Cover Products & Services distributed under this Agreement in object code format, initially supplied or provided to the Customer, along with any updates that Stretch chooses to offer at no extra cost to all customers who subscribe to Support.

"Service" refers to any services used on the Qloud Cover platform

"Specifications" means Stretch's current published Product Release Definitions.

"Target Date" means the date set forth by which parties anticipate delivery of the Qloud Cover Products & Services.

"Qloud Cover Products & Services" means any subscription-based product or service provided by Stretch Qconnect ApS under the brand name of "Qloud Cover".

"Support" means end user support and access to updates for the Qloud Cover Products and Services, which are provided by Stretch as part of a paid subscription or support contract. This includes Qloud Cover Products & Services components provided by Stretch to customer.



2. CUSTOMER RIGHTS & RESPONSIBILITIES

2.1 Provision of Qloud Cover Products & Services

Stretch grants Customer a non-exclusive, non-transferable right to (1) use the Qloud Cover Products & Services, and Documentation solely for its internal operations, and (2) permitted solely for the terms in and in the quantities specified in the ordering document which may be in the form of an online sign-up.

2.2 Distribution

Except as explicitly provided herein, Customer shall not: (1) make available nor distribute all or part of the Qloud Cover Products & Services or Documentation to any third party by assignment, sublicense, or by any other means; (2) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Qloud Cover Products & Services or Documentation; or (3) use the Qloud Cover Products & Services to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Qloud Cover Products & Services.

2.3 Installation

For online services, installation refers to enabling access to the Qloud Cover Products and Services via Stretch's online platform. Customer is responsible for ensuring proper setup and connectivity to access the services. For on-premise products, installation refers to installing components of the Qloud Cover Products & Services made available by Stretch. It is the responsibility of Customer to ensure proper installation of the Qloud Cover Products & Services.

2.4 Usage

Customer shall use the Qloud Cover Products & Services in accordance with the provided Documentation and promptly report any issues or errors to Stretch.

Customer shall maintain the security of their login credentials and promptly notify Stretch of any unauthorized access.

Customer must comply with all applicable laws and regulations regarding the use of Qloud Cover Products & Services.

3. ACCEPTANCE

Customer's Acceptance of the Qloud Cover Products & Services shall occur upon accessing the Qloud Cover Products and Services via the online service or by installing any of its components. Acceptance is also deemed upon the earlier of Customer's operational use of the Qloud Cover Products & Services or 30 days from the Delivery Date without notification of any Error(s).

4. PROPRIETARY RIGHTS

Customer acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Qloud Cover Products & Services, Service, Documentation and Specifications are and shall remain the property of Stretch, and nothing in this Agreement should be construed as transferring any aspects of such rights to Customer or any third party.



5. DATA OWNERSHIP AND ACCESS

Customer retains ownership of all data uploaded to or generated by the Qloud Cover Products & Services. Stretch will not access, use, or disclose Customer data except as necessary to provide the Qloud Cover Products & Services or as required by law. Stretch will securely delete all Customer data from its systems within 30 days of termination, upon Customer's written request.

6. CONFIDENTIALITY

6.1 Confidential Information

"Confidential Information", shall mean the Qloud Cover Products & Services, Documentation, Specifications, and terms and conditions of this Agreement. Customer acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than Customer's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Customer's rights under this Agreement. Customer shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Customer uses to protect its own most confidential information. Customer shall inform its employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Stretch, to prevent any unauthorized disclosure, copying or use of the Confidential Information.

6.2 Unauthorized Disclosure

Customer shall notify Stretch immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Customer, and shall fully cooperate with Stretch to help Stretch regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

7. WARRANTY

7.1 Operation

Stretch warrants that the Qloud Cover Products & Services will perform substantially in accordance with the applicable Documentation when used as authorized under this Agreement. This warranty will not apply in the following circumstances:

- (i) Notification Requirement: If the Customer does not notify Stretch of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears, this warranty will not apply.
- (ii) Exclusions: If the event giving rise to the warranty claim was caused by misuse, unauthorized modifications, or third-party hardware, Qloud Cover Products & Services, this warranty will not apply.

7.2 Customer's Exclusive Remedy

In the event of any breach of this warranty, the Customer's exclusive remedy and Stretch's sole liability shall be, at Stretch's option and expense, to either:

- (i) Repair or Replacement: Repair or replace the non-conforming Qloud Cover Products & Services, or



(ii) Termination and Refund: Terminate the affected Qloud Cover Products & Services and refund the Customer, on a pro rata basis, any unused, prepaid fees as of the termination effective date. The refund amount shall not be less than one thousand U.S. dollars (USD \$1,000).

7.3 Warranty Disclaimer

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, STRETCH MAKES NO ADDITIONAL WARRANTIES AND DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THIS INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF STRETCH HAS BEEN MADE AWARE OF THAT PURPOSE). STRETCH DOES NOT GUARANTEE THAT THE QLOUD COVER PRODUCTS AND SERVICES WILL BE FREE OF ERRORS, COMPLETELY SECURE, OR MEET THE CUSTOMER'S REQUIREMENTS.

8. INDEMNITY

8.1 Indemnification

Stretch shall defend, indemnify and hold Customer harmless from any damages and costs awarded against Customer as a result of a third party claim that the Qloud Cover Products & Services and Services, as delivered by Stretch, infringes upon any third party copyright, trademark or a patent ("IP Claim"). Customer shall defend, indemnify and hold Stretch harmless against any third party claim, demand, suit or proceeding made or brought against. Indemnification is subject to; (1) Stretch is given prompt notice of the claim; (2) Stretch is given immediate and complete control over the defense and/or settlement of the claim, and Customer fully cooperates with Stretch in such defense and/or settlement; (3) Customer does not prejudice in any manner Stretch's conduct of such claim; and (4) the alleged infringement is not based upon the use of the Qloud Cover Products & Services in a manner prohibited under this Agreement, in a manner for which the Qloud Cover Products & Services and Service was not designed, or in a manner not in accordance with the Specifications.

8.2 Altered Version

Stretch shall have no liability for any claim of infringement based on (a) the use of a superseded or altered version of the Qloud Cover Products & Services and Service if infringement would have been avoided by the use of a current or unaltered version of the Qloud Cover Products & Services and Service which Stretch made available to Customer; or (b) the combination, operation or use of the Qloud Cover Products & Services and Service with Qloud Cover Products & Services, hardware, or other materials not furnished by Stretch.

8.3 Liability

The foregoing states Stretch's entire obligation and liability with respect to the infringement of any property right.

8.4 Infringement

Customer hereby indemnifies Stretch against any claim for (1) alleged infringement of any registered copyright or patent, arising out of the use of the Qloud Cover Products & Services and Service by Customer in any manner prohibited by this Agreement and (2) any claim related to or arising out of a financial transaction brought by any third party based on the use of the Qloud Cover Products & Services.

9. LIMITATION OF LIABILITY

9.1 Limitation

STRETCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE TOTAL LIABILITY OF STRETCH TO THE CUSTOMER OR USER FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO STRETCH IN THE 12 MONTHS PRECEDING THE INCIDENT. THIS LIMITATION APPLIES TO ALL CLAIMS AND CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE REMEDIES AND LIMITATIONS SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE ALLOCATION OF RISK. THE FEES CHARGED FOR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER HAVE BEEN SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SPECIFIED IN THIS AGREEMENT.

9.2 Force Majeure

Neither party will be held responsible for any delay or inability to fulfill any obligation under this Agreement (excluding the payment of fees) if such delay or failure is caused by unforeseen events occurring after the effective date of this Agreement and beyond the reasonable control of the parties. These events include, but are not limited to, strikes, blockades, wars, actions by civil or military authorities, terrorism, riots, natural disasters, government or agency actions (including new laws, regulations, or sanctions affecting the delivery of Qloud Cover Products or Services), pandemics, power failures or reductions, telecommunications or data network disruptions, denial-of-service attacks, or material shortages. This applies as long as the event prevents or delays the affected party from meeting its obligations and the party cannot prevent or mitigate the force majeure at a reasonable cost.

9.3 No Responsibility for Data Loss

Stretch shall not be held responsible or liable for any loss of data, whether resulting from a breach, unauthorized access, or any other form of data compromise. The Customer assumes all risks related to data security and any potential consequences arising from the use of the Qloud Cover Products & Services.

9.4 No Responsibility for Data Breach

In the event of a data breach, Stretch will not be held accountable for any damages, losses, or costs incurred by the Customer as a result of such breach. This includes, but is not limited to, any loss of data, unauthorized access, or misuse of Customer data.

10. AUTO-RENEWAL OF SUBSCRIPTIONS

Auto-Renewal Terms: All subscriptions to Qloud Cover Products and Services, provided by Stretch, are subject to auto-renewal as follows:

10.1 Monthly Subscriptions



If Customer subscribes to a monthly plan, the subscription will automatically renew at the end of each month.

10.2 Annual Subscription

If Customer subscribes to an annual plan, the subscription will automatically renew each year on the anniversary of the initial subscription date.

10.3 Notice of Non-Renewal

To prevent auto-renewal of the subscription, Customer must provide Stretch with a written notice of intent not to renew at least 30 days prior to the end of the current subscription term.

10.4 Price Changes

Stretch reserves the right to change the subscription price with a minimum of 30 days' notice to Customer. Any such price increase will not exceed 10% of the current subscription rate annually.

10.5 Notification of Changes

Notices regarding price changes or other modifications to the Customer's subscription terms will be communicated to Customer via the email address associated with the Qloud Cover account.

11. TERMINATION

11.1 Breach

Stretch may terminate this Agreement and the Subscription, without prejudice to any other remedy Stretch may have, immediately without further obligation to Customer, in the event of (1) any breach by Customer of this Agreement which cannot be remedied within seventy-two (72) hours of Stretch's notice to Customer of the breach and Stretch's intent to terminate the Subscription; (2) any material breach of Sections other than those set forth above which cannot be remedied within 30 days of Stretch's notice to Customer of the breach and Stretch's intent to terminate the License; or (3) Customer's making an assignment for the benefit of its creditors, the filing under any voluntary bankruptcy or insolvency law.

11.2 Cessation of Use

Upon termination of this Agreement, Customer shall cease using the Qloud Cover Products & Services and Documentation and promptly return all copies of the Qloud Cover Products & Services, Documentation, and all other Confidential Information in its possession or control. Customer shall delete all copies of such materials residing in- on- or off- line computer memory, and destroy all copies of such materials which also incorporate Customer's Confidential Information. Stretch shall be entitled to enter the Location(s) to repossess and remove the Qloud Cover Products & Services, Documentation, and any other Confidential Information. Customer shall, within 30 days from the effective date of the termination, certify in writing by an officer or director of the party that all copies of the Qloud Cover Products & Services and Documentation have been returned, deleted and destroyed.

12. DATA SECURITY & PRIVACY

12.1 Reasonable Measures



Stretch will implement reasonable security measures designed to reduce the risk of data loss or breach. These measures include, but are not limited to, encryption, access controls, and regular security assessments.

12.2 No Guarantee

Despite the efforts made by Stretch to protect Customer data, Stretch does not guarantee that the Qloud Cover Products & Services will be free from any data loss, breaches, or unauthorized access. The Customer acknowledges and agrees that data security cannot be fully guaranteed in any online service.

13. SUPPORT

13.1 Coverage

Stretch will provide Customer with Maintenance Services and Support Services for the Qloud Cover Products & Services in accordance with this Policy and the level of coverage purchased by Customer as well as any applicable terms in the agreement for the Qloud Cover Products & Services, subject to Customer's timely payment of the applicable subscription fees.

Customers who have purchased Qloud Cover Products & Services from Stretch receive access to Stretch's technical support services for problem determination, verification and resolution (or instruction as to work-around, as applicable), via email provided to Customer by Stretch. Such technical support is provided during Stretch's Standard Business Hours. Customer will also be entitled to receive updates to software as part of the subscription, but it will be the responsibility of Customer to install updates on any Customer hosted parts of Qloud Cover Products & Services.

Unless otherwise communicated to Customer, the support email is: servicedesk@stretch.dk

13.2 Support hours

Unless otherwise expressly set forth herein, all references in this Policy to response times or communications from Stretch shall only apply during Stretch's Standard Business Hours, regardless of when a support matter is reported to Stretch. Stretch's "Standard Business Hours" mean from 08:00 to 17:00 in Central European Time (UTC+2), Monday to Friday excluding Danish national and bank holidays. Times expressed as a number of "business days" include Standard Business Hours. When used in this Policy, "Enterprise Business Hours" means from 08:00 to 17:00 for the Support Center in the specific geographic region to which the applicable licenses are assigned in Stretch's records.

13.3 Response SLAs

Stretch will use commercially reasonable efforts to respond (a) within the Initial Response Times set forth in the table below. "Severity 1 Error" means any Error that has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. "Severity 2 Error" means any Error that (i) materially degrades the overall performance of the Qloud Cover Products & Services or (ii) materially impairs substantial functions of the Qloud Cover Products & Services published in the Documentation, but is not a Severity 1 Error. "Severity 3 Error" means any Error that impairs the performance of the Qloud Cover Products & Services, but is not a Severity 1 Error or Severity 2 Error.

Support Coverage	
Severity Level	Initial Response Time
Severity 1 Error	2 business hours
Severity 2 Error	4 business hours
Severity 3 Error	2 business days



13.4 Exclusions

Notwithstanding anything in this Policy to the contrary, Stretch will have no obligation to provide any Support Services in connection with: (i) any issue or problem that Stretch determines is not due to any Error or deficiency in the Qloud Cover Products & Services (e.g., without limitation, issues or problems caused by stand-alone third party Qloud Cover Products & Services products used in conjunction with the Qloud Cover Products & Services); (ii) any Errors or problems with the Qloud Cover Products & Services that are not reproducible; (iii) any Error or problem that is reported by Customer via any Stretch support email address; or (iv) any Errors or problems with the Qloud Cover Products & Services that result from: (a) the use of the Qloud Cover Products & Services with Qloud Cover Products & Services or hardware not designed for use with the operating systems approved by Stretch in the Documentation; (b) the use of the Qloud Cover Products & Services with hardware that does not satisfy the minimum system requirements specified by Stretch in the Documentation; (c) changes, modifications, or alterations to the Qloud Cover Products & Services not approved in writing by Stretch or its authorized representatives; (d) use of the Qloud Cover Products & Services other than in accordance with the Documentation and the Agreement; (e) use of other than a Supported Version of the Qloud Cover Products & Services as defined in the applicable Release Management Policy; or (f) Qloud Cover Products & Services provided on an evaluation basis or for which Customer has not paid any Support fees.

14. COMMUNICATION CONSENT CLAUSE

14.1 Communication

By subscribing or creating a free trial, Customer consents to receive communications from Stretch regarding the account, product updates, maintenance notices, and other important information related to the use of the software. Stretch may also send Customer promotional materials about our services and products, which Customer may opt out of at any time.

14.2 Opt-Out Information

Customer has the right to opt out of receiving certain communications from us by following the unsubscribe instructions provided in our emails or by contacting our customer service.

15. VALIDITY

If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

16. BINDING AGREEMENT

This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Stretch.

17. NO WAIVER

Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.

18. GOVERNING LAW

The Governing Law shall be the laws of Denmark. Any suit, action, or proceeding arising out of or relating to this Agreement (including any non-contractual dispute or claim) will be settled by arbitration at the Danish Institute of Arbitration in Copenhagen. The Parties hereby expressly and irrevocably submit to the exclusive jurisdiction of such arbitral bodies for the purpose of any such suit, action, or proceeding.

Notwithstanding anything to the contrary in this Agreement, either Party may at any time seek injunctive or interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such Party, including, but not limited to, the confidentiality and use restrictions of this Agreement.

19. NOTICE

Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the address set forth in this Agreement. Notice shall be deemed to have been received by any party, and shall be effective, (i) on the day given, if personally delivered or if sent by confirmed facsimile transmission, receipt verified or (ii) on the third day after which such notice is deposited, if mailed by certified, first class, postage prepaid, return receipt requested mail.

20. PUBLICITY

Customer hereby grants Stretch the right to list Customer as a customer of Stretch along with other customers in marketing materials such as the Stretch web site, and customer-facing presentations.

21. ATTORNEYS' FEES

Customer shall be responsible for Stretch's reasonable attorneys' fees associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement.