

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Qyeron will use commercially reasonable efforts to provide you the Services [in accordance with the Service Level Terms attached hereto as Exhibit B]. As part of the registration process, you will identify an administrative username and password for your Company account. Qyeron reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Qyeron will provide you with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Qyeron's services are not intended for users who are under the age of 18. In order to create an account for the services, you must be 18 years of age or older. By registering, you represent and warrant that you are 18 years of age or older.

2.2 You will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Qyeron or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to you for use on your premises or devices, Qyeron hereby grants you a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.3 Further, you are solely responsible for your compliance with laws governing the privacy and security of personal, health and otherwise sensitive data.

2.4 You represent, covenant, and warrant that you will use the Services only in compliance with Qyeron's standard published policies then in effect (the "Policy") and all applicable laws and regulations. [You hereby agree to indemnify and hold harmless Qyeron against any damages, losses, liabilities, settlements and expenses (including

without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from your use of Services.] You are only entitled to access and use Qyeron services for lawful purposes and according to the terms and conditions stated within this Agreement. Although Qyeron has no obligation to monitor your use of the Services, Qyeron may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing, including any action that violates our privacy policy and through the use of our services, defames, harasses, offend, threatens, or abuses others. Any of these may result in your loss of the right to access and use our services.

2.5 You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). You shall also be responsible for maintaining the security of the Equipment, your account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your account or the Equipment with or without your knowledge or consent. You must immediately notify Qyeron of any unauthorized uses of your account or any breaches of security

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply

with respect to any information after ten (10) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 You shall own and warrant all right, title and interest in and to your Data [except data derived via Qyeron's services] and are responsible for its authenticity, accuracy and truthfulness and will promptly update any information provided that subsequently becomes inaccurate, misleading or false. You warrant and agree not to (i) publish misrepresentations and falsehoods that can cause injury, loss or damage to Qyeron or any third party (ii) submit unlawful, obscene, impersonating, lewd, defamatory libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive violent material or encourage any conduct that would be considered criminal, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable. (iii) submit copyrighted, protected, third party intellectual property or proprietary material unless customer owns rights or has permissions from the rightful owner to post the material and to grant Qyeron the license rights therein. Qyeron reserves the right to decide whether your submission is inappropriate or violates this Agreement, Qyeron reserves the right to reject, refuse to post, remove any posting by customer, or to restrict, suspend, or terminate customers access to all or any part of the service at any time.

3.3 Qyeron shall own and retain all right, title and interest in and to (a) Our names, graphics, videos, logos, headers, service names and all related renditions, (b) the Services and Software, all improvements, enhancements or modifications thereto, (c) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (d) all intellectual property rights related to any of the foregoing.

3.4 [Notwithstanding anything to the contrary, Qyeron shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning your Data and data derived therefrom), and Qyeron will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the

Services and for other development, diagnostic and corrective purposes in connection with the Services and other Qyeron offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.] No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 You will pay Qyeron the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If your use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), you shall be billed for such usage and you agree to pay the additional fees in the manner provided herein. Qyeron reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If you believe that Qyeron has billed you incorrectly, you must contact Qyeron no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Qyeron's customer support department.

4.2 Qyeron may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Qyeron, fourteen (14) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. You shall be responsible for all taxes associated with Services other than taxes based on Qyeron's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any

of the terms or conditions of this Agreement. You will pay in full for the Services up to and including the last day on which the Services are provided. [Upon any termination, Qyeron will make you're your Data available to you for electronic retrieval for a period of thirty (30) days, but thereafter Qyeron may, but is not obligated to, delete your stored Data.]. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Qyeron shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Qyeron or by third-party providers, or because of other causes beyond Qyeron's reasonable control, but Qyeron shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, QYERON DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND QYERON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. QYERON IS NOT A SUBSTITUTE FOR CLINICAL JUDGEMENT, ARE THEREFORE NOT LIABLE FOR ANY DECISIONS TO DELAY SEEKING, AND/OR DISREGARD ANY CLINICAL ADVICE.

7. INDEMNITY

You agree to be personally responsible for your use of services and products purchased from the company, and further agree to defend, indemnify and hold harmless Qyeron and its entire team, officers, employees, affiliates, subsidiaries and agents from and against all claims, liabilities, damages, losses and expenses, including reasonable attorneys' accounting fee and costs, arising out of or in any way connected with (i) your access to, use of or alleged use of the Service or the products you purchase

through the service; (ii) your violation of these Terms of Service or representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your infringement upon the property rights, intellectual property (copyrights and trademarks) or other rights of others; (you're your violation of any third party right including without limitation publicity, confidentiality, or privacy right; (v) any death, or serious physical or serious emotional harm, to customer, or any third party resulting from your use of the services or products purchased from Qyeron. Qyeron reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, QYERON AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND QYERON'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY YOU TO QYERON FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS A CONDITION OF ACCESS TO QYERON" SERVICES, YOU UNDERSTAND AND AGREE THAT QYERON'S LIABILTY SHALL NOT EXCEED \$15.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this

Agreement will otherwise remain in full force and effect and enforceable. This Agreement applies to all further updates of our services and is not assignable, transferable or sublicensable by you except with Qyerons's prior written consent. Qyeron may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Qyeron in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Federal Republic of Nigeria without regard to its conflict of laws provisions. [The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and you otherwise agree to reasonably cooperate with Qyeron to serve as a reference account upon request.]

10. DISPUTE RESOLUTION

10.1 For any dispute you have, you agree to first contact us at hello@qyeron.com and attempt to resolve the issue informally. We will attempt to resolve the dispute informally. This includes any dispute or claim that arises out of, in connection with, this Agreement, including a dispute related to its existence, validity, or termination, or consequences of its nullity, or any other non-contractual disputes or claims. If the dispute is not resolved after fifteen (15) days of submission, you or Qyeron may initiate a binding arbitration proceeding that will be conducted in english and be referred to and finally settled in accordance with the provisions of Nigerian law pursuant to the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004, as amended, replaced or re-enacted from time to time. The seat of arbitration shall be

Lagos, Nigeria and all hearings shall take place in Lagos, Nigeria.

10.2 Prohibition of Class and Representative Actions and Non-individualized relief. The Customer and Qyeron both agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and wed agree otherwise. The arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive and declaratory relief) only in favour of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect our other customers.

11. AMENDMENTS

We reserve the right to update, amend and/ or change this agreement at our sole discretion. Updates will be posted here and you will be notified. Amendments will take effect immediately upon posting the updated Agreement. The date on which this agreement was last updated will be noted immediately below. Your continued access and use of our services following the posting of any such changes shall automatically be deemed your acceptance of all changes.

12. UNDERSTANDING

This Agreement and Privacy policy represent the entire understanding and agreement between you and Qyeron regarding the subject matter of the same, and supersedes all other previous agreements, understandings and/or representations regarding the same.

If you have any questions, comments, concerns, or feedback regarding this agreement or our services, please contact us at hello@qyeron.com.

Last updated: January 13, 2021

EXHIBIT A

Statement of Work

Bulk provisioning of user accounts- User account creation will occur by the Customer after app/play store download, after which proper permissions may be given, updated, disabled, deleted and managed by the Admin team during onboarding.

User accounts can be accessed by the customer via the app, however any changes will have to be through the Admin team, who can be contacted via email at hello@qyeron.com or live chat accessible via the website <https://www.qyeron.com/>

Customer training will be via webinar, videos, and our product knowledge database.

Providing documentation- Individual company reports may be requested from the Qyeron admin team, and will be provided within [5 days] to augment the Customers services and their Qyeron experience. Invoices will be sent in monthly cycles.

EXHIBIT B

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Qyeron's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Qyeron's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than [12 hours], Qyeron will credit Customer 2% of Service fees for each period of 30 or more consecutive minutes of down time; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in anyone (1) calendar month in any event. Qyeron will only apply a credit to the month in which the incident occurred. Qyeron's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure to provide adequate service levels under this Agreement.

EXHIBIT C

Support Terms

Qyeron will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm GMT, with the exclusion of National Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by live chat on our website [<https://www.qyeron.com/>] or any time by emailing [hello@qyeron.com].

Qyeron will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.