



Quecorex, LLC.

TERMS OF SERVICE

Platform Terms of Use for Quecorex

Effective Date:	March 02, 2026
Last Updated:	March 02, 2026
Platform URL:	app.quecorex.com
Contact:	legal@quecorex.com

IMPORTANT — PLEASE READ CAREFULLY

These Terms of Service constitute a legally binding agreement between you (“Subscriber” or “User”) and Quecorex, LLC. By accessing or using the Quecorex platform, you agree to be bound by these Terms. If you do not agree, do not use the platform.

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1. AGREEMENT AND PARTIES

1.1 Acceptance of Terms

These Terms of Service (“Terms”, “Agreement”) govern your access to and use of the Quecorex platform, including the software, applications, APIs, dashboards, and related services operated by Quecorex, LLC., a Delaware limited liability company (“Quecorex”, “we”, “us”, or “our”), available at app.quecorex.com and related domains (collectively, the “Platform”). By: (a) clicking “I Agree” or similar acceptance mechanism; (b) accessing or using the Platform; or (c) executing an Order Form or Master Service Agreement that references these Terms, you (“Subscriber”, “User”, “you”) agree to be bound by these Terms and all policies incorporated herein by reference, including the Privacy Policy and HIPAA Business Associate Agreement (where applicable).

1.2 Authorized Users

If you are accepting these Terms on behalf of a healthcare facility, organization, or other legal entity (“Organization”), you represent and warrant that you have authority to bind that Organization to these Terms. In such case, “you” and “Subscriber” refer to that Organization. All individuals who access the Platform on behalf of an Organization (“Authorized Users”) must comply with these Terms.

1.3 Healthcare-Specific Context

Notice to healthcare organizations: The Quecorex Platform is designed for use by licensed healthcare facilities, pharmacies, clinics, laboratories, and EMS providers. It is not a consumer product. By using the Platform, you represent that your Organization is a licensed healthcare facility operating in compliance with all applicable federal, state, and local laws, including HIPAA, HITECH, and applicable state healthcare regulations.

1.4 Contact Information

Legal Entity	Details
Legal entity	Quecorex, LLC.
Address	8 The Green, Ste A, Dover, DE 19901
Legal inquiries	legal@quecorex.com
Support	support@quecorex.com
Website	quecorex.com

2. DEFINITIONS

As used in these Terms, the following definitions apply:

Term	Definition
"Platform"	The Quecorex software-as-a-service application, APIs, dashboards, mobile applications, and all related services provided by Quecorex
"Subscriber"	The healthcare organization, facility, or entity that has entered into a subscription agreement with Quecorex
"Authorized User"	An individual (employee, contractor, or agent of Subscriber) who is granted access credentials to use the Platform on Subscriber's behalf
"Subscription"	The right to access and use the Platform granted by Quecorex to Subscriber under a paid plan or trial
"Subscription Fee"	The recurring fees payable by Subscriber for access to the Platform, as set out in the applicable Order Form
"Order Form"	A written order, statement of work, or quote executed by both parties that sets out the Subscription plan, modules, fees, and term
"Subscriber Data"	All data, content, and information submitted to or processed through the Platform by Subscriber or its Authorized Users, including Protected Health Information (PHI) and other personal data
"PHI"	Protected Health Information as defined under HIPAA, 45 C.F.R. § 160.103
"Modules"	The individual functional components of the Platform (e.g., EMR/EHR, Radiology/PACS, Pharmacy, Laboratory, HR, Finance) that Subscriber has licensed
"Intellectual Property"	Patents, copyrights, trademarks, trade secrets, software, source code, algorithms, designs, and other proprietary rights
"Downtime"	Any period during which the Platform is unavailable to Authorized Users, excluding Scheduled Maintenance
"Scheduled Maintenance"	Planned maintenance windows communicated to Subscriber at least 48 hours in advance

3. SUBSCRIPTIONS, ACCESS AND ACCOUNTS

3.1 Subscription Plans

Quecorex offers multiple subscription tiers upon request. Subscriber's access to specific Modules and features is determined by the subscription plan selected. Quecorex reserves the right to modify, add, or discontinue plans with thirty (30) days' written notice to existing Subscribers.

3.2 Account Registration

To access the Platform, Subscriber must register for an account and provide accurate, complete, and current information. Subscriber is responsible for: (a) maintaining the security and confidentiality of all access credentials; (b) all activities that occur under Subscriber's account; and (c) promptly notifying Quecorex of any unauthorized use of Subscriber's account at support@quecorex.com.

3.3 Authorized Users

Subscriber may grant access to Authorized Users up to the number of user seats included in the applicable subscription plan. Subscriber is responsible for ensuring that all Authorized Users comply with these Terms. Subscriber shall promptly revoke access for any Authorized User who is no longer employed by or authorized to act for Subscriber, or who has violated these Terms.

3.4 Multi-Tenant Architecture

The Platform operates on a multi-tenant architecture. Quecorex implements technical and organizational measures to ensure logical separation and isolation of Subscriber Data between tenants. Subscriber's data is logically isolated and not accessible to other Subscribers. Quecorex shall not access or use one Subscriber's data to benefit another Subscriber.

3.5 Free Trials

Quecorex may offer free trial access to the Platform for a limited period. At the end of the trial period, Subscriber must subscribe to a paid plan to continue accessing the Platform. Quecorex reserves the right to modify or terminate trial offerings at any time with seven (7) days' notice.

3.6 Access Restrictions

Subscriber shall not, and shall ensure its Authorized Users do not:

- Share login credentials between multiple individuals
- Allow unauthorized individuals to access the Platform
- Use the Platform to provide services to third parties without a reseller agreement
- Access the Platform through automated means (bots, scrapers) without written permission
- Circumvent or attempt to circumvent any access controls or security measures

4. FEES, BILLING AND PAYMENT

4.1 Subscription Fees

Subscriber agrees to pay the Subscription Fees set out in the applicable Order Form or as displayed during checkout. All fees are in United States Dollars (USD) and are exclusive of applicable taxes unless otherwise stated.

4.2 Billing Cycle

Subscription Fees are billed in advance on a monthly or annual basis, as elected by Subscriber. Annual subscriptions are non-refundable except as set out in Section 4.6. Monthly subscriptions may be cancelled with effect from the end of the current billing cycle.

4.3 Payment Methods

Payment is processed via Quecorex's payment processor (Stripe, Inc.). Subscriber authorizes Quecorex to charge Subscriber's designated payment method for all applicable fees. Subscriber must maintain a valid payment method on file. All payment data is processed and stored by Stripe; Quecorex does not store full payment card details. Stripe's terms are available at stripe.com/legal.

4.4 Late Payment

If any amount due is not received by Quecorex by the due date, Quecorex reserves the right to: (a) charge interest on overdue amounts at the rate of 1.5% per month (or the maximum rate permitted by law, whichever is lower); and (b) suspend Subscriber's access to the Platform after ten (10) business days' written notice, until all outstanding amounts are paid in full.

4.5 Taxes

Subscriber is responsible for all applicable sales, use, VAT, GST, or other taxes arising from the purchase of a Subscription. Quecorex will charge applicable taxes where required by law. If Subscriber is tax-exempt, Subscriber must provide valid tax exemption documentation prior to invoicing.

4.6 Refunds

Subscription Fees are generally non-refundable. Quecorex may, at its sole discretion, issue a pro-rata refund if: (a) Quecorex terminates Subscriber's account without cause; or (b) Quecorex materially reduces the functionality of the Platform during a paid subscription term and Subscriber terminates within 30 days of such reduction. Free trial periods are not eligible for refunds.

4.7 Fee Changes

Quecorex reserves the right to change Subscription Fees with sixty (60) days' written notice to existing Subscribers. Fee changes will take effect at the start of the next subscription renewal period. Continued use of the Platform after the effective date of a fee change constitutes acceptance.

4.8 Credit-Based Services

Certain Platform features (such as AI-powered radiology analysis) may be billed on a per-use credit basis in addition to the base Subscription Fee. Credit pricing, packages, and consumption policies are set out in the applicable Order Form or in the Platform's billing dashboard. Credits are non-refundable and non-transferable unless otherwise stated.

5. SUBSCRIBER DATA, PRIVACY AND HIPAA

5.1 Ownership of Subscriber Data

Subscriber retains all right, title, and interest in and to Subscriber Data. Quecorex does not claim any ownership rights in Subscriber Data. Subscriber grants Quecorex a limited, non-exclusive, royalty-free license to access, store, process, and use Subscriber Data solely to: (a) provide and improve the Platform; (b) comply with applicable law; and (c) fulfill obligations under this Agreement and the BAA.

5.2 HIPAA Business Associate Agreement

Where Subscriber Data includes Protected Health Information (PHI), the parties shall be governed by the HIPAA Business Associate Agreement ("BAA") executed separately between the parties, which is incorporated herein by reference. In the event of a conflict between these Terms and the BAA with respect to PHI, the BAA shall control. Subscriber must execute a BAA before processing any PHI through the Platform.

5.3 Data Processing Agreement

Quecorex's processing of personal data on behalf of Subscriber is governed by the Data Processing Agreement ("DPA") executed between the parties, incorporated herein by reference. In the event of a conflict between these Terms and the DPA with respect to the processing of personal data, the DPA shall control.

5.4 Privacy Policy

Quecorex's collection and use of personal data in connection with the Platform is described in the Quecorex Privacy Policy, available at quecorex.com/privacy, which is incorporated herein by reference.

5.5 Security

Quecorex shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect Subscriber Data, including PHI, against unauthorized access, disclosure, or destruction. These safeguards include AES-256 encryption at rest, TLS 1.2+ in transit, VPC network isolation, multi-factor authentication, and audit logging. Full security details are available in the BAA and DPA.

5.6 Subscriber Responsibilities

Subscriber is solely responsible for: (a) the accuracy, quality, and legality of Subscriber Data; (b) obtaining all necessary consents from patients and individuals whose data is processed through the Platform; (c) ensuring Authorized Users handle PHI in compliance with HIPAA and applicable law; and (d) configuring access controls and user permissions within the Platform appropriately.

5.7 Data Backup

Quecorex maintains regular automated backups of Subscriber Data. However, Subscriber is encouraged to maintain its own copies of critical data. Quecorex's backup procedures are described in the applicable SLA or Order Form.

5.8 Data Retention & Deletion

Upon termination of Subscriber's account, Quecorex will retain Subscriber Data for a period of 90 days to allow for data export, after which Subscriber Data will be securely deleted unless a longer retention period is required by law (including HIPAA's 6-year minimum for certain records). Subscriber may request data export at any time during the subscription term.

6. INTELLECTUAL PROPERTY

6.1 Quecorex Ownership

Quecorex and its licensors own all right, title, and interest in and to the Platform, including all software, source code, algorithms, databases, interfaces, documentation, designs, trademarks, and related intellectual property. These Terms do not transfer any ownership rights to Subscriber. The Quecorex name, logo, and all related product names are trademarks of Quecorex.

6.2 License Grant to Subscriber

Subject to Subscriber's compliance with these Terms and payment of applicable fees, Quecorex grants Subscriber a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform and subscribed Modules during the subscription term, solely for Subscriber's internal healthcare operations.

6.3 Restrictions

Subscriber shall not, and shall ensure its Authorized Users do not:

- Copy, modify, adapt, translate, or create derivative works of the Platform or any part thereof
- Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Platform
- Sell, resell, sublicense, rent, lease, or transfer access to the Platform to any third party
- Remove or alter any proprietary notices, labels, or marks on the Platform
- Use the Platform to build a competing product or service
- Benchmark or publish performance data about the Platform without Quecorex's prior written consent
- Use Quecorex's name, logo, or trademarks without prior written consent

6.4 Feedback

If Subscriber provides Quecorex with feedback, suggestions, or ideas regarding the Platform ("Feedback"), Subscriber grants Quecorex a perpetual, irrevocable, royalty-free, worldwide license to use, incorporate, and commercialize such Feedback without any obligation or compensation to Subscriber.

6.5 Aggregated & Anonymized Data

Quecorex may use anonymized, aggregated, and de-identified data derived from Subscriber's use of the Platform (from which Subscriber and individual patients cannot be identified) for the purposes of improving the Platform, developing new features, generating industry benchmarks, and conducting research. Such use is subject to the HIPAA de-identification standards at 45 C.F.R. § 164.514.

7. ACCEPTABLE USE POLICY

Healthcare-specific obligations: Users of the Quecorex Platform are subject to heightened obligations due to the sensitive nature of healthcare data. All use must comply with HIPAA, applicable state healthcare laws, professional licensing requirements, and all other applicable law.

7.1 Permitted Use

The Platform is provided exclusively for: (a) legitimate healthcare operations of licensed healthcare facilities; (b) management of patient care, clinical workflows, pharmacy operations, laboratory functions, radiology, billing, HR, and administrative operations; and (c) other uses expressly authorized in writing by Quecorex.

7.2 Prohibited Conduct

Subscriber and all Authorized Users are strictly prohibited from:

- Uploading, transmitting, or storing any data, content, or material that infringes any third party's intellectual property rights
- Using the Platform to transmit malware, viruses, ransomware, or any harmful code
- Attempting to gain unauthorized access to Quecorex's systems, other subscribers' data, or any related networks
- Conducting denial-of-service attacks, penetration testing, or vulnerability scans of the Platform without written authorization
- Using the Platform in violation of HIPAA, state healthcare regulations, or any applicable professional licensing rules
- Accessing, viewing, or modifying PHI of individuals not under Subscriber's care or administrative responsibility
- Using the Platform to facilitate insurance fraud, medical billing fraud, or any other illegal scheme
- Circumventing usage limits, billing controls, or subscription tier restrictions
- Providing false or misleading information during registration or in Subscriber Data
- Impersonating any person, organization, or entity in connection with the Platform

7.3 Compliance with Law

Subscriber is solely responsible for ensuring that its use of the Platform complies with all applicable federal, state, and local laws, regulations, and professional standards, including HIPAA/HITECH, the Stark Law, Anti-Kickback Statute, applicable state medical practice acts, pharmacy regulations, and any other laws applicable to Subscriber's healthcare operations.

7.4 Monitoring and Enforcement

Quecorex reserves the right, but is not obligated, to monitor Platform usage for violations of this Acceptable Use Policy. Quecorex may investigate suspected violations and may suspend or terminate Subscriber's access if a

violation is confirmed. Quecorex will not access Subscriber Data except as necessary for security monitoring, breach investigation, legal compliance, or as described in the BAA and DPA.

8. SERVICE LEVELS AND AVAILABILITY

8.1 Uptime Commitment

Quecorex shall use commercially reasonable efforts to maintain Platform availability of 99.5% uptime measured monthly, excluding Scheduled Maintenance windows and Force Majeure events. Actual uptime and incident history are published at status.quecorex.com.

8.2 Scheduled Maintenance

Quecorex will provide Subscriber with at least 48 hours' advance notice of Scheduled Maintenance that may result in Platform unavailability. Quecorex will use commercially reasonable efforts to schedule maintenance during low-usage hours (typically between 2:00 AM – 5:00 AM GMT+1).

8.3 Support

Support Channel	Details
Email	support@quecorex.com
Critical (P1 — PHI breach / platform outage)	2-hour response, 24/7
High (P2 — major feature unavailable)	4-hour response, business hours
Normal (P3 — general queries)	1 business day response
Support hours	Monday–Friday, 9:00 AM – 6:00 PM GMT+1, excluding public holidays
Emergency support	24/7 for P1 incidents involving PHI breach or platform outage

8.4 Service Credits

If Quecorex fails to meet the uptime commitment in Section 8.1 in any calendar month (excluding Scheduled Maintenance and Force Majeure), Subscriber may request a service credit equal to 5% of the monthly Subscription Fee for each 1% of uptime below the commitment, up to a maximum of 30% of the monthly fee. Service credits must be requested within 30 days of the incident and will be applied to the next invoice. Credits are Subscriber's sole remedy for service availability failures.

8.5 Beta Features

Quecorex may make certain features available as "Beta" or "Preview" features. Beta features are provided "as-is" without warranty or SLA commitment. Quecorex may modify or discontinue Beta features at any time without notice.

9. CONFIDENTIALITY

9.1 Definition

“Confidential Information” means any non-public information disclosed by one party (“Disclosing Party”) to the other (“Receiving Party”) 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. Quecorex’s Confidential Information includes the Platform, source code, pricing, security architecture, and business strategies. Subscriber’s Confidential Information includes Subscriber Data, PHI, and organizational information.

9.2 Obligations

Each party agrees to: (a) hold the other party’s Confidential Information in strict confidence using at least the same degree of care it uses for its own confidential information, but not less than reasonable care; (b) not disclose Confidential Information to any third party without prior written consent; and (c) use Confidential Information solely for the purposes of this Agreement.

9.3 Exceptions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without use of Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives prompt written notice to the Disclosing Party where legally permitted.

9.4 Survival

Confidentiality obligations shall survive termination of these Terms for a period of five (5) years, except with respect to trade secrets, which shall remain confidential indefinitely.

10. WARRANTIES AND DISCLAIMERS

10.1 Quecorex Warranties

Quecorex represents and warrants that: (a) it has the right and authority to enter into this Agreement and grant the licenses described herein; (b) the Platform will perform materially in accordance with its documentation during the subscription term; (c) Quecorex will maintain appropriate security safeguards as described in the BAA and DPA; and (d) Quecorex will comply with applicable law in its provision of the Platform.

10.2 Subscriber Warranties

Subscriber represents and warrants that: (a) it has the authority to enter into this Agreement and, if accepting on behalf of an Organization, to bind that Organization; (b) it is a licensed healthcare facility operating in compliance with applicable law; (c) all information provided during registration is accurate and current; (d) Subscriber's use of the Platform will comply with these Terms and applicable law, including HIPAA; and (e) Subscriber has obtained all necessary consents and authorizations to submit PHI and personal data to the Platform.

10.3 Disclaimer of Warranties

DISCLAIMER — PLEASE READ

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QUECOREX EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; WARRANTIES THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; AND WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR DATA. THE PLATFORM IS A CLINICAL OPERATIONS TOOL AND DOES NOT CONSTITUTE MEDICAL ADVICE, CLINICAL DECISION SUPPORT, OR A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF LICENSED HEALTHCARE PROFESSIONALS.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Consequential Damages

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL QUECOREX OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS OR SERVICES, EVEN IF QUECOREX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Cap on Liability

CAP ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QUECOREX'S TOTAL CUMULATIVE LIABILITY TO SUBSCRIBER ARISING OUT OF OR RELATED TO THESE TERMS, THE PLATFORM, OR ANY ORDER FORM SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY SUBSCRIBER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$10,000 USD, WHICHEVER IS GREATER.

11.3 Exceptions to Limitations

Nothing in these Terms shall limit or exclude liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) a party's indemnification obligations under Section 12; (d) damages arising from a party's willful misconduct or gross negligence; or (e) liability that cannot be excluded or limited under applicable law, including HIPAA penalties.

11.4 Essential Basis

The parties acknowledge that the limitations of liability in this Section reflect a reasonable allocation of risk and are an essential element of the basis of the bargain between the parties. Quecorex would not provide the Platform at the stated fees without these limitations.

12. INDEMNIFICATION

12.1 Indemnification by Quecorex

Quecorex shall defend, indemnify, and hold harmless Subscriber and its officers, directors, and employees from and against any third-party claim, action, suit, or proceeding alleging that the Platform, as provided by Quecorex and used in accordance with these Terms, infringes any third party's intellectual property rights ("IP Claim"). Quecorex shall have the right to control the defense of any IP Claim and Subscriber shall provide reasonable cooperation. Quecorex's obligations under this Section do not apply where the claim arises from: (a) Subscriber's modification of the Platform; (b) Subscriber's combination of the Platform with third-party software; or (c) Subscriber's violation of these Terms.

12.2 Indemnification by Subscriber

Subscriber shall defend, indemnify, and hold harmless Quecorex and its officers, directors, employees, and agents from and against any claims, losses, damages, penalties, fines, and costs (including reasonable attorneys' fees) arising out of or related to: (a) Subscriber's breach of these Terms, the BAA, or the DPA; (b) Subscriber's violation of any applicable law, including HIPAA; (c) Subscriber's use of the Platform in a manner not authorized by these Terms; (d) the content or accuracy of Subscriber Data; or (e) Subscriber's failure to obtain necessary patient consents.

12.3 Indemnification Procedure

The indemnified party shall: (a) promptly notify the indemnifying party in writing of any claim; (b) give the indemnifying party control of the defense and settlement (provided no settlement admits liability on behalf of the indemnified party without consent); and (c) provide reasonable cooperation at the indemnifying party's expense.

13. TERM AND TERMINATION

13.1 Term

These Terms are effective from the date Subscriber first accesses the Platform and remain in effect until the expiry or termination of all active Subscriptions. Each Subscription term is set out in the applicable Order Form and renews automatically unless cancelled in accordance with Section 13.3.

13.2 Termination for Cause

Either party may terminate these Terms or any Subscription immediately upon written notice if: (a) the other party materially breaches these Terms and fails to cure the breach within thirty (30) calendar days of written notice; (b) the other party becomes insolvent, makes an assignment for the benefit of creditors, or is subject to bankruptcy or

insolvency proceedings; or (c) the other party commits a HIPAA violation or a material breach of the BAA or DPA that cannot be cured.

13.3 Cancellation by Subscriber

Subscriber may cancel a monthly Subscription at any time with effect from the end of the current billing cycle. Annual Subscriptions may be cancelled with thirty (30) days' written notice prior to the renewal date. Cancellation may be initiated through the Platform's billing dashboard or by emailing support@quecorex.com.

13.4 Termination by Quecorex

Quecorex may terminate or suspend Subscriber's access to the Platform: (a) immediately, if Subscriber violates the Acceptable Use Policy or commits a HIPAA violation; (b) with ten (10) business days' notice, for non-payment of Subscription Fees that remains uncured; or (c) with thirty (30) days' notice, for any reason not constituting cause, in which case Quecorex will provide a pro-rata refund of prepaid fees.

13.5 Effect of Termination

Upon termination for any reason: (a) all licenses granted to Subscriber under these Terms immediately cease; (b) Subscriber must cease all use of the Platform and delete any locally stored Platform components; (c) Quecorex will retain Subscriber Data for the period described in Section 5.8, after which it will be deleted; and (d) provisions that by their nature should survive termination (including Sections 5, 6, 9, 10, 11, 12, 14, and 15) shall survive.

14. DISPUTE RESOLUTION AND GOVERNING LAW

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware and applicable federal law, without regard to conflict of law principles.

14.2 Informal Resolution

Before initiating formal proceedings, the parties agree to attempt to resolve any dispute informally. Either party may initiate informal resolution by providing written notice describing the dispute in reasonable detail. The parties shall negotiate in good faith for a period of thirty (30) days from receipt of such notice before commencing arbitration or litigation.

14.3 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or the Platform that is not resolved informally shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration shall be conducted in English, in Dover, Delaware, or virtually if agreed by the parties. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

14.4 Class Action Waiver

CLASS ACTION WAIVER

TO THE FULLEST EXTENT PERMITTED BY LAW, SUBSCRIBER AND QUECOREX EACH WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION WITH RESPECT TO ANY DISPUTE ARISING UNDER THESE TERMS. ALL DISPUTES SHALL BE RESOLVED ON AN INDIVIDUAL BASIS.

14.5 Exceptions to Arbitration

Notwithstanding the foregoing arbitration agreement, either party may seek: (a) emergency injunctive or equitable relief from any court of competent jurisdiction to prevent irreparable harm; or (b) relief in small claims court for disputes within that court's jurisdiction.

14.6 Venue

For any proceeding not subject to arbitration, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware.

15. GENERAL PROVISIONS

15.1 Entire Agreement

These Terms, together with all applicable Order Forms, the BAA, the DPA, and the Privacy Policy, constitute the entire agreement between the parties with respect to the Platform and supersede all prior agreements, representations, and understandings. In the event of any conflict, the order of precedence is: (1) BAA (for PHI matters); (2) DPA (for personal data matters); (3) Order Form; (4) these Terms.

15.2 Amendments

Quecorex may update these Terms from time to time. Material changes will be communicated to Subscriber by email or through the Platform at least thirty (30) days before the changes take effect. Continued use of the Platform after the effective date of updated Terms constitutes acceptance. Subscribers may terminate their Subscription within 30 days of receiving notice of a material change if they do not wish to accept the updated Terms.

15.3 Assignment

Subscriber may not assign or transfer these Terms or any rights hereunder without Quecorex's prior written consent. Quecorex may assign these Terms to any successor entity in connection with a merger, acquisition, or sale of substantially all its assets, with notice to Subscriber. Any purported assignment in violation of this Section is void.

15.4 Severability

If any provision of these Terms is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable.

15.5 Waiver

The failure of either party to enforce any provision of these Terms shall not constitute a waiver of that party's right to enforce such provision or any other provision in the future.

15.6 Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including natural disasters, pandemics, government actions, cyberattacks by third parties, or internet infrastructure failures ("Force Majeure Event"). The affected party shall notify the other party promptly and use reasonable efforts to mitigate the impact.

15.7 No Third-Party Beneficiaries

These Terms are for the sole benefit of the parties and their permitted successors and assigns. Nothing herein creates any right or remedy for any third party.

15.8 Notices

Legal notices to Quecorex shall be sent to: legal@quecorex.com, or by certified mail to: 8 The Green, Ste A, Dover, DE 19901. Notices to Subscriber shall be sent to the email address or address on file in Subscriber's account.

15.9 Electronic Agreements

Subscriber agrees that these Terms, the BAA, the DPA, and all Order Forms may be entered into, signed, and transmitted electronically, and that electronic signatures shall be deemed valid and legally binding.

15.10 Relationship of Parties

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship between Quecorex and Subscriber.

15.11 Export Compliance

Subscriber shall not use or export the Platform in violation of U.S. export control laws, including the Export Administration Regulations (EAR) and the sanctions programs administered by the Office of Foreign Assets Control (OFAC). Subscriber represents that it is not located in a sanctioned jurisdiction and is not on any U.S. government restricted party list.

15.12 Government Use

If Subscriber is a U.S. federal, state, or local government entity, the Platform and documentation are provided as "commercial items" as defined in 48 C.F.R. § 2.101, and Subscriber's rights are limited to those expressly granted in these Terms.

SCHEDULE A

Subscription Plans & Modules

The following subscription tiers are available as of the effective date and may be updated from time to time with notice as described in Section 4.7.

	Clinic Starter	Professional	Enterprise
Target	Small clinics / pharmacies	Hospitals, mid-size facilities	Large hospital networks
Users	Up to 20 providers	Up to 100 users	Unlimited
Modules	Core EHR, Pharmacy, Billing	All Starter + Radiology, Lab, HR, Finance	All modules + custom integrations
Support	Email (1 business day)	Priority email + phone	Dedicated CSM + SLA
HIPAA BAA	Included	Included	Included
AI Radiology	Credits add-on	Credits add-on	Credits add-on
Pricing	Contact sales	Contact sales	Contact sales

End of Schedule A | Quecorex, LLC. · Terms of Service v1.0 · Effective March 02, 2026