

## Qu'ran Gateway

### LICENSE AGREEMENT FOR INDIVIDUAL USERS

Please read this carefully because it sets out the terms of a legally binding agreement between you and Qu'ran Gateway.

This agreement includes automatic renewal for a subscription to the Licensed Content (as defined below). The terms related to such automatic renewal are set forth in detail in Section 6(a) below. By subscribing for the Licensed Content, you are affirmatively consenting to the automatic renewal of that subscription on the terms set forth in this agreement.

**1. Introduction.** This agreement sets out the terms and conditions on which you, an individual (in this agreement, “you” or “your”), may access and use the Licensed Content (as defined below), including but not limited to the Tool (as defined below), available on QuranGateway.org. We only make these terms and conditions available in the English language. If you are an institutional subscriber, or an individual accessing and using Licensed Content on QuranGateway.org, your access and use of the Licensed Content is governed by a separate institutional license agreement.

In this agreement, “Qu'ran Gateway”, “QG”, “we”, “us”, or “our” refer to QGateway, Inc., a Delaware corporation with its principal business located in Virginia. We operate the website QuranGateway.org.

These terms and conditions govern your use of QuranGateway.org and all Licensed Content irrespective of the delivery platform or device you use to access it. By submitting an order for a subscription to the Licensed Content (as defined below) or accessing QuranGateway.org you are agreeing to these terms and conditions (sometimes referred to as “entering into this agreement”) and you agree that your access and use of QuranGateway.org and any Licensed Content under these terms and conditions is sufficient consideration for your binding obligations pursuant to this agreement. If you do not agree with the terms and conditions, you should not use QuranGateway.org or any Licensed Content and you should cancel any subscription in accordance with your cancellation rights (see section 6 below). If you have any questions, please contact us through the “Get Support” link on our website (<https://info.qurangateway.org/ask-a-question/>) or as provided in the “Notices” section of this agreement (see section 11(b) below).

We strongly recommend that you read this agreement in its entirety.

Qu'ran Gateway may update the terms and conditions of this agreement for legal or regulatory reasons, or to reflect changes in our services or business practices. We will provide notice of any changes by updating Section 12 of this agreement on our website, QuranGateway.org. You should regularly check Section 12 of this agreement on our website, QuranGateway.org, to see if any changes have been made. If you are a QuranGateway.org subscriber, any changes to our terms and conditions will become effective as soon as we post them unless we notify you otherwise.

**2. Definitions.** In this agreement:

(a) “Authorized User” means you, if you have entered into this agreement and we have given you authorized access to the Secure Network; provided further, if you use a proxy server to obtain access to the Secure Network, such proxy server also shall be deemed an Authorized User for all purposes hereof, but only in connection with your personal access to the Secure Network. References to “you” herein shall include your proxy server to the extent it is an Authorized User.

(b) “Charting and Graphing Tools” means tools to create charts and graphs of search results that are included in the Licensed Content.

(c) “Effective Date” means the first day on which we make access to the Tool or other Licensed Content available to you after you have entered into this agreement.

(d) “Existing Charts and Graphs” means the charts and graphs that are included in the Licensed Content.

(e) “Fair Use Provisions” has the meaning set forth in Section 4(a).

(f) “Initial Term” has the meaning set forth in Section 6(a).

(g) “Licensed Content” means the subscription and other content available through QuranGateway.org or otherwise made available online by Qu’ran Gateway, including but not limited to the electronic information, images and content that Qu’ran Gateway maintains in the Tool and makes available to you from time to time during the Term.

(h) “Login ID” has the meaning set forth in Section 4(c).

(i) “Losses” has the meaning set forth in Section 9(a).

(j) “Notice” has the meaning set forth in Section 11(b).

(k) “Proper Attribution” has the meaning set forth in Section 4(a).

(l) “Renewal Term” has the meaning set forth in Section 6(a).

(m) “Secure Network” means network (whether a standalone network or a virtual network within the Internet) that is only accessible to Authorized Users approved by Qu’ran Gateway whose identities are authenticated at the time of login and periodically thereafter and whose conduct is subject to review and regulation by Qu’ran Gateway.

(n) “Subscription Fee” has the meaning set forth in Section 7.

(o) “Term” has the meaning set forth in Section 6(a).

(p) “Third Party Claim” has the meaning set forth in Section 9(a).

(q) “Third Party Licensed Content” means Licensed Content that is licensed to Qu’ran Gateway and subject to one or more copyrights of third parties as noted on or in connection with such Licensed Content.

(r) “Tool” means a searchable web-based software tool maintained by Qu’ran Gateway containing the Qur’an, its Arabic text, a transliteration of the Arabic text, multiple English translations of the Arabic text and early qur’anic manuscripts, and that may contain other language translations and other features.

(s) “User Data” has the meaning set forth in Section 5.

### **3. Subscription Activation; License.**

(a) Qu’ran Gateway will make reasonable efforts to process your subscription promptly but we do not guarantee that we will activate your subscription at any particular time. Qu’ran Gateway reserves the right to reject any subscription in its discretion, for any reason or no reason, subject to applicable law.

(b) Subject to the terms and conditions of this Agreement, Qu’ran Gateway hereby grants to you a non-exclusive and non-transferrable license to access and use the Licensed Content via Qu’ran Gateway’s Secure Network. Qu’ran Gateway reserves all rights not expressly granted to you in this Agreement. Except for the limited license expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to you or any third party, including without limitation, any Authorized User, any intellectual property right or other right, title or interest in or to the Licensed Content. You are responsible for establishing and maintaining hardware and Internet connections for the Authorized Users.

#### 4. Use.

(a) Authorized Use. You acknowledge and agree that the Licensed Content is owned by or licensed to Qu’ran Gateway and is protected by United States and international copyright laws. Subject to Section 4(d), you may use the Licensed Content consistent with “fair use” provisions of United States copyright law as set forth in 17 U.S.C. §§ 101 et seq. and analogous provisions of international copyright law (collectively, the “Fair Use Provisions”). Without limiting the generality of the foregoing, the Licensed Content may be used for purposes of teaching, research, scholarship or other non-commercial purposes; provided that when Licensed Content is used or referenced for such purposes, you shall provide Qu’ran Gateway attribution in accordance with prevailing scholarly standards for attribution of copyrighted works (“Proper Attribution”).

(b) Specific Authorized Uses. Without limiting the generality of Section 4(a), and subject to Section 4(c) and 4(d), you may, consistent with the Fair Use Provisions:

(i) download, use and display any text or text highlights provided that you provide Proper Attribution to Qu’ran Gateway in connection therewith;

(ii) download, use and display Third Party Licensed Content provided that you provide Proper Attribution to the third party owners of the copyrights in connection therewith;

(iii) download, use and display the Existing Charts and Graphs provided that you provide Proper Attribution to Qu’ran Gateway in connection therewith; and

(iv) download, use and display the results of the Charting and Graphing Tools in any academic, research or other scholarly endeavors.

(c) Restrictions.

(i) You shall not knowingly permit any anyone other than you to access and use the Licensed Content. Each registration is for a single user only. On registration, you will choose a user name and password (“Login ID”). The email address that you provide on registration must match an individual email account belonging to you and not a shared or generic email account. You may not share your Login ID or give access to the Licensed Content to anyone else via your Login ID. Qu’ran Gateway does not allow multiple users to share the same Login ID. You may not create additional registration or subscription accounts for the benefit of others or with the aim of avoiding Qu’ran Gateway’s use of Login IDs to control access to and use of the Licensed Content. You are responsible for all use of the Licensed Content made by you or anyone else using your Login ID and for protecting the confidentiality of and preventing unauthorized use of your Login ID. If you believe there has been any unauthorized or improper use or breach of the security of your Login ID or any payment information, you must immediately notify Qu’ran Gateway through the “Get Support” link on our website (<https://info.qurangateway.org/ask-a-question/>). If you provide Qu’ran Gateway with an email address that will result in any messages sent by Qu’ran Gateway being sent via a network or device owned or operated by a third party (such as a colleague, or your employer), you represent and warrant

to Qu'ran Gateway that you are authorized to receive those messages and authorize those messages to be sent to that email address. You understand that we may stop sending email messages to you without notice.

(ii) You shall not use the Licensed Content except as expressly permitted by this Section 4. If you become aware of any use of the Licensed Content by an unauthorized user, you shall notify Qu'ran Gateway in writing of such and cooperate with Qu'ran Gateway's reasonable requests for investigation of such unauthorized use. Further, Qu'ran Gateway reserves the right to investigate any suspected or actual use of the Licensed Content by you that is not in compliance with this Section 4, or any suspected or actual unauthorized use of the Licensed Content, and you agree to cooperate with Qu'ran Gateway's reasonable requests in connection with such investigation.

(iii) Qu'ran Gateway shall be permitted to immediately terminate your access to the Licensed Content if Qu'ran Gateway has reason to believe that you have shared your Login ID or that you have used or accessed the Licensed Content in a manner not expressly permitted in this Section 4 or elsewhere in this agreement, without further obligation to you.

(d) Modification of Licensed Materials. You shall not (i) modify or create a derivative work of any Licensed Content without the prior written consent of Qu'ran Gateway, or (ii) remove, obscure or modify any copyright or other notices in the Licensed Content.

**5. Authorized User Information.** You acknowledge that Qu'ran Gateway shall have access to certain information and data related to Authorized Users ("User Data") by virtue of your use of and access to the Licensed Content and Qu'ran Gateway monitoring such access. Qu'ran Gateway will keep User Data confidential and only use and share User Data for purposes directly related to the Licensed Content and your license thereunder; provided, however, that Qu'ran Gateway shall, in addition, be permitted to provide User Data to third parties in aggregate form or as described in Qu'ran Gateway's privacy policy (available at [www.qurangateway.org](http://www.qurangateway.org)) as such privacy policy may be updated or amended from time to time, and provided further that if Qu'ran Gateway sells or transfers all or a substantial part of its business or business assets to a third party acquiror, merges with a third party business or legal entity, or if ownership of Qu'ran Gateway is sold or transferred to a third party, Qu'ran Gateway shall be permitted to transfer User Data to such third party as part of the sale, transfer or merger. Without limiting the generality of the foregoing, raw User Data, including without limitation, the identity and email address of an Authorized User and any such Authorized User's specific use of the Licensed Content shall not be provided to any third party. Qu'ran Gateway shall be permitted to immediately terminate your access to the Licensed Content if Qu'ran Gateway has reason to believe there has been unauthorized use of the Licensed Content by you, without further obligation to you. Qu'ran Gateway shall notify you in writing of any such action taken by Qu'ran Gateway within two (2) business days of such action, and you shall cooperate with all reasonable requests of Qu'ran Gateway in connection with Qu'ran Gateway's investigation of such suspected or actual unauthorized use.

## **6. Term and Termination; Right to Cancel.**

(a) Term. When you submitted your order for a subscription to the Licensed Content, you elected to pay either a monthly Subscription Fee or an annual Subscription Fee (as defined in Section 7 below). If you elected to pay a monthly Subscription Fee, the initial term of this agreement shall begin on the Effective Date and, unless terminated earlier pursuant to any of the agreement's express provisions, shall continue in effect until one (1) month from the Effective Date. If you elected to pay an annual Subscription Fee, the initial term of this agreement shall begin on the Effective Date and, unless terminated earlier pursuant to any of the agreement's express provisions, shall continue in effect until one (1) year from the Effective Date. For purposes of this agreement, the "Initial Term" means such initial one (1) month or one (1) year period, as applicable. This agreement will automatically renew (i) if you elected to pay a monthly Subscription Fee, for additional successive one-month

terms, or (ii) if you elected to pay an annual Subscription Fee, for additional successive one-year terms, in either case unless earlier terminated pursuant to this agreement's express provisions or either party provides the other party written notice of non-renewal at least ten (10) days prior to the expiration of the then-current term (each one-month or one-year additional term, as applicable, a "Renewal Term") and together with the Initial Term, the "Term").

(b) Termination. In addition to any other express termination right set forth in this agreement, Qu'ran Gateway may terminate this agreement, effective on written notice to you, and without further obligation to you, if you (i) fail to pay the Subscription Fee when due hereunder, and such failure continues more than fifteen (15) days after Qu'ran Gateway's delivery of written notice thereof, or (ii) breach any of your obligations under this agreement. We also reserve the right to suspend your subscription or terminate this agreement without further obligation to you in the event of any verbal or written abuse of any kind (such as abusive, offensive or aggressive language) directed towards any Qu'ran Gateway personnel.

(c) Initial Right to Cancel. You are subscribing for online access to the Licensed Content. Licensed Content is not available except via a subscription for online access. Accordingly, you agree that by placing your order for a subscription to the Licensed Content, you are expressly agreeing that your subscription will start immediately upon our accepting your subscription order and any right you may have had to cancel before you actually access the Licensed Content will be lost. This means that you are not entitled to a refund if you change your mind after we have given you access to your subscription.

(d) Later Cancellation. You may notify us at any time of your desire to cancel your subscription, but such cancellation will take effect only at the end of your then current subscription period, and you will not receive a refund. You may notify us of your desire to cancel your subscription by telephone or by email using the contact information in the "Notices" section of this agreement (section 11(b) below) or by sending us a message through the "Get Support" link on our website (<https://info.qurangateway.org/ask-a-question/>). The message must include a statement saying that you are notifying us of your intent to cancel your subscription and include the following information:

- Your full name,
- The email address you used to set up your account with us,
- Your billing address (including zip code/postcode), and
- Your contact telephone number.

## **7. Fee.**

(a) When you submitted your order for a subscription to the Licensed Content, you elected to pay either a monthly fee of U.S.\$10.00 or an annual fee of U.S.\$99.00. You agree to pay Qu'ran Gateway the selected monthly or annual fee (the "Subscription Fee") for the license granted hereunder. The monthly or annual Subscription Fee for the Initial Term shall be paid to Qu'ran Gateway on or before the Effective Date. If this Agreement is renewed in accordance with Section 6(a), the Subscription Fee for any Renewal Term shall be paid to Qu'ran Gateway prior to the effective date of the Renewal Term. You acknowledge and agree that your failure to timely pay the Subscription Fee for any Renewal Term shall provide Qu'ran Gateway the right to suspend the license granted hereunder and your access to the Licensed Content until such Subscription Fee is paid in full, or to terminate this agreement.

(b) You expressly acknowledge that your submission of an order for a subscription or other entry into this agreement implies and involves an obligation of payment to Qu'ran Gateway as set forth in this agreement.

## **8. Limited Warranties and Warranty Disclaimer.**

(a) Limited Warranties. Qu’ran Gateway warrants that (i) Qu’ran Gateway has the right to license the Licensed Content to you as set forth in this agreement, and (ii) the use of the Licensed Content by you in accordance with the terms and conditions of this agreement shall not infringe upon the copyright of any third party.

(b) EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 8(a), THE LICENSED CONTENT IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE LICENSED CONTENT, NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

## **9. Indemnification.**

(a) Qu’ran Gateway’s Obligations to Indemnify. Qu’ran Gateway shall indemnify and defend you and hold you harmless from and against any and all losses, damages, liabilities and costs (including reasonable attorneys’ fees) (collectively, “Losses”) incurred by you resulting from any third-party claim, suit, action or proceeding (“Third-Party Claim”) claiming that the Licensed Content, or any use of the Licensed Content in accordance with the terms and conditions of this agreement, infringes or misappropriates such third party’s U.S. copyright, provided that you promptly notify Qu’ran Gateway in writing of the claim, cooperate with all reasonable requests of Qu’ran Gateway and allow Qu’ran Gateway sole authority to control the defense and settlement of such claim.

(b) Your Obligations to Indemnify. You shall indemnify, hold harmless, and, at Qu’ran Gateway’s option, defend Qu’ran Gateway from and against any Losses resulting from any Third-Party Claim based on your negligence, willful misconduct, use of the Licensed Content in a manner not authorized by the terms and conditions of this agreement, or other breach of your obligations under this agreement, provided that you may not settle any Third-Party Claim against Qu’ran Gateway unless such settlement completely and forever releases Qu’ran Gateway from all liability with respect to such Third-Party Claim or unless Qu’ran Gateway consents to such settlement, and further provided that Qu’ran Gateway shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH YOUR SOLE REMEDIES AND QU’RAN GATEWAY’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE LICENSED CONTENT INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**10. Limitations of Liability.** IN NO EVENT SHALL QU’RAN GATEWAY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (C) LOSS OF GOODWILL OR REPUTATION, (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER QU’RAN GATEWAY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL QU’RAN GATEWAY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE),

GENCE), STRICT LIABILITY AND OTHERWISE EXCEED THE TOTAL OF THE SUBSCRIPTION FEES PAID BY YOU TO QU'RAN GATEWAY UNDER THIS AGREEMENT.

**11. Miscellaneous.**

(a) Entire Agreement. This Agreement constitutes the sole and entire agreement between you and Qu'ran Gateway with respect to the subject matter of this agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands waivers and other communications hereunder (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by Qu'ran Gateway from time to time in accordance with this Section 11(b)). Except as expressly permitted in this agreement, all Notices to Qu'ran Gateway must be delivered by personal delivery, by nationally or internationally recognized overnight courier (with all fees prepaid), or by certified or registered mail (in each case, return receipt requested, postage prepaid). All Notices to you may be sent via email to the most recent email address for you as reflected in Qu'ran Gateway's records, by personal delivery, by nationally or internationally recognized overnight courier (with all fees prepaid), or by certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section 11(b).

If to Qu'ran Gateway:

QGateway, Inc.  
PO Box 971  
Purcellville, VA 20134  
Attn: Vice President of Operations  
Tel: (540) 751-9869  
Email: info@quarangateway.org

If to You:

To the most recent email address or postal address for you as reflected in Qu'ran Gateway's records.

(c) Force Majeure. In no event shall Qu'ran Gateway be liable to you, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this agreement, if and to the extent such failure or delay is caused by any circumstances beyond Qu'ran Gateway's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages, slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver.

(i) Qu'ran Gateway may update the terms and conditions of this agreement for legal or regulatory reasons, or to reflect changes in our services or business practices. We will provide notice of any changes by updating Section 12 of this agreement on our website, QuranGateway.org. You should regularly check Section 12 on our website, QuranGateway.org, to see if any changes have been made. If you are a QuranGateway.org subscriber, any changes to our terms and conditions will become effective as soon as we post them unless we notify you otherwise. Except as provided in this Section 11(d)(i), no amendment to or modification of this agreement is effective unless it is in writing

and signed by an authorized representative of each party.

(ii) No waiver by a party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this agreement, (A) no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this agreement will operate or be construed as a waiver thereof, and (B) no single or partial exercise of any right, remedy, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Severability. If any provision of this agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. Regardless of your actual location, this agreement is entered into in the Commonwealth of Virginia, and is governed by and construed in accordance with the internal laws of the Commonwealth of Virginia and applicable laws of the United States of America without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia or of the United States of America. Any legal suit, action or proceeding arising out of or related to this Agreement or the license granted hereunder shall be instituted exclusively in the United States District Court for the Eastern District of Virginia or the state courts located in Loudoun County, Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

(g) Assignment. You may not assign or transfer any of your rights or delegate any of your obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Qu'ran Gateway. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(h) Equitable Relief. You acknowledge and agree that a breach of Section 4 by you would cause Qu'ran Gateway irreparable harm for which monetary damages would not be an adequate remedy, and you agree that, in the event of such breach or threatened breach, Qu'ran Gateway will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise. You shall cooperate with the reasonable requests of Qu'ran Gateway in connection with any such action by Qu'ran Gateway.

**12. Changes to this Agreement.** The terms and conditions of this agreement were published on June 6, 2020 and replace with immediate effect any prior terms and conditions of this agreement.