

COMMUNITY PORTAL

TERMS OF USE

Welcome to the Qualisystems Community Portal (together with its subdomains, Community Content, Marks and services, the “**Community Portal**”). Please read the following Terms of Use (“**Terms**”) carefully before using this Community Portal so that you are aware of your legal rights and obligations with respect to Qualisystems Ltd. and any of its affiliates (“**Qualisystems**”, “**we**”, “**our**” or “**us**”).

1. **Community Portal.** The Community Portal (community.quali.com) is intended to serve as an open community platform and as a centralized location for knowledge sharing, documentation and development of Community Content developed by registered users of the Community Portal under the Apache License (as defined herein). For the purpose of these Terms, “Apache License” shall mean Apache License Version 2.0 (January 2004), located at: <http://www.apache.org/licenses/LICENSE-2.0>.
2. **Consent and Modification.** By visiting or using this Community Portal, you signify your assent to these Terms. These Terms apply to all users of the Community Portal. If you do not agree to these Terms then please do not access or otherwise use the Community Portal. We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following posting of the revised Terms on the Community Portal, and your continued use of the Community Portal thereafter means that you accept those changes.
3. **Ability to Accept Terms.** The Community Portal is only intended for individuals 18 years and older.
4. **Community Portal Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Community Portal provided that you comply with these Terms, the Apache License and applicable law. In case of contradiction or inconsistency between the Apache License and these Terms, these Terms shall govern and prevail.
5. **Restrictions.** You shall not: (i) copy, distribute or modify any part of the Community Portal (other than the Community Content) without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by license, sublicense, download or otherwise), reproduce, distribute, display or disclose Community Content (defined below), except as expressly authorized herein in accordance with these terms and the terms of the Apache License; (iii) disrupt servers or networks connected to the Community Portal; (iv) use or launch any automated system (including without limitation, “robots” and “spiders”) to access the Community Portal; and/or (v) circumvent, disable or otherwise interfere with security-related features of the Community Portal or features that prevent or restrict use or copying of any Community Content or that enforce limitations on use of the Community Portal.
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7. **Payments to Qualisystems.** Except as expressly set forth in the Terms, your general right to access and use the Community Portal is currently for free, but Qualisystems may in the future charge a fee for certain access or usage. You will not be charged for any such access or use of the Community Portal unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Community Portal if such charges may become applicable.
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- 9.1. Responsibility. The Community Portal permits the submission, hosting, sharing and publishing of content developed by you in accordance with the terms of the Apache License (“**User Submissions**”). You acknowledge that each of your User Submissions shall be considered an integral part of the Community Content. You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them and shall bare the sole and exclusive risk for any complaints, lawsuit, infringement claims, damages and other claims by any third party in relation to such User Submissions. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and without further notice to you, to monitor, censor, edit, delete, and/or remove any and all Community Content posted on the Community Portal (including User Submissions) at any time and for any reason. As detailed in section 8.3 above, all User Submissions to the Community Portal must be provided under the Apache License.
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- 9.3. License to User Submissions. By submitting the User Submissions to the Community Portal, you hereby grant Qualisystems and any third party a worldwide, irrevocable, non-exclusive, no-charge, royalty-free, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of display, publically display, publically perform, and perform the User Submissions, including in connection with the Community Portal and Qualisystems’s business, including without limitation for redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels and in accordance with the Apache License in source code and/or object code form, and you hereby waive any moral

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- 9.4. Use of other users' User Submissions. Use by You of any other users' User Submissions and/or Community Content shall be done according to the conditions for use, reproduction, and distribution as set forth in the Apache License and at your sole and exclusive risk. The Community Content is provided to you as is with no liability or warranty whatsoever from Qualisystems including as further detailed herein and under Section 15 hereafter.
- 9.5. Prohibited Community Content. You agree that you will not display, post, submit, publish, upload or transmit a User Submission that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs and/or the illegal export of controlled substances, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; (vii) involves theft or terrorism; (viii) are intended to advocate or advance computer hacking or cracking, or (ix) is otherwise malicious or fraudulent; or (ix) is in violation of the conditions for use, reproduction, and distribution as set forth in the Apache License.
- 9.6. Exposure. You understand and acknowledge that when accessing and using the Community Portal: (i) you will be exposed to User Submissions from a variety of sources, and that Qualisystems is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Qualisystems with respect to (i) and (ii) herein.
- 9.7. Spam. You agree not to, and will not, use the communications systems provided by the Community Portal to send unauthorized commercial communications and you shall be solely responsible and liable for any such unauthorized communications.
- 10. Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the Community Content available on the Community Portal is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Community Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Community Content. Your use of the Community Content, or any part thereof, is made solely at your own risk and responsibility.
- 11. Disclosure.** We reserve the right to access, read, preserve, and disclose any information that we obtain in connection with the Community Portal, including User Submissions and/or Community Content and your use thereof, as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce these Terms, including to investigate potential violations of them; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Qualisystems, its users or the public.
- 12. Links**
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13. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Community Portal in accordance with our privacy policy which is available at www.quali.com/legal (“**Privacy Policy**”). You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.

14. **Copyright Policy.** It is our policy to respect the legitimate rights of copyright and other intellectual property owners, and we will respond to clear notices of alleged copyright infringement in accordance with our Copyright and Community Content Policy which may be viewed at: www.quali.com/legal (“**Copyright Notice**”).

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THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO QUALISYSTEMS FOR USING THE COMMUNITY PORTAL DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.

17. **Indemnity.** You agree to defend, indemnify and hold harmless Qualisystems and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Community Portal; (ii) your User Submissions; (iii) your interaction with any Community Portal user; or (iv) your violation of these Terms or the conditions for use, reproduction, and distribution as set forth in the Apache License.
18. **Term and Termination.** These Terms are effective until terminated by Qualisystems or you. Qualisystems, in its sole discretion, has the right to terminate these Terms and/or your access to the Community Portal, the Community Content and/or the User Submissions or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). Qualisystems shall not be liable to you or any third party for termination of the Community Portal, deleting or taking off the Community Portal any Community Content and/or User Submissions or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Community Portal in any way, your only recourse is to immediately discontinue use of the Community Portal. Upon termination of these Terms, you shall cease all use of the Community Portal. This Section 18 and Sections 8 (*Intellectual Property Rights*), 9.3 (*License to User Submissions*), 13 (*Privacy*), 15 (*Warranty Disclaimers*), 16 (*Limitation of Liability*), 17 (*Indemnity*), and 19 (*Independent Contractors*) to 21 (*General*) shall survive termination of these Terms.
19. **Independent Contractors.** You and Qualisystems are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Qualisystems. You must not under any circumstances make or undertake any warranties, representations, commitments or obligations on behalf of Qualisystems.
20. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Qualisystems without restriction or notification to you.
21. **General.** Qualisystems reserves the right to discontinue or modify any aspect of the Community Portal at any time. These Terms and the relationship between you and Qualisystems shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Delaware, USA and waive any jurisdictional, venue, or inconvenient forum objections to such courts, provided that Qualisystems may seek injunctive relief in any court of competent jurisdiction. These Terms shall constitute the entire agreement between you and Qualisystems concerning the Community Portal. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. **YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE COMMUNITY PORTAL MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

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