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All notices or demands shall be in writing and sent registered mail, return receipt requested and sent to the address set forth in the Purchase Order. No agency, partnership or employment between QualiSystems and Licensee is created by these Terms. Licensee may not assign these Terms, delegate any duty, or assign any right hereunder without the prior written consent of QualiSystems. QualiSystems shall be free and have no limitation on any assignment, transfer or delegation of these Terms and/or the rights herein. Except for Licensee's obligation to pay QualiSystems, neither party shall be liable for any failure to perform due to force majeure or causes beyond its reasonable control. Any provisions of these Terms that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of these Terms, shall be deemed to survive for as long as necessary to fulfill such purposes. The failure by a party to exercise any right hereunder shall not operate as a waiver of such right or any other right. If any provision of these Terms is held to be unenforceable, these Terms shall be construed without such provision. These Terms shall be governed by the laws of the State of Israel. In the event of a dispute that cannot be resolved amicably between the parties, You and QualiSystems agree that the courts of Tel Aviv, Israel, shall have the sole and exclusive jurisdiction over any dispute regarding these Terms and waive any jurisdictional, venue, or inconvenient forum objections to such courts. No purchase order, other ordering document or any hand written or typewritten text which purports to modify or supplement the printed text of these Terms or any schedule shall add to or vary the terms of these Terms. All such proposed variations or additions (whether submitted by QualiSystems or Licensee) are objected to and shall have no force or effect. These Terms, plus a Purchase Order provided on QualiSystems's standard form (including any price quotation referred to therein) with no additional or changed conditions, constitute the entire agreement between the parties, supersedes all other agreements between the parties concerning the subject matter hereof and may only be modified by a written instrument signed by each party's authorized signatories.

**Updated: October 11, 2018**

## Exhibit 1

### Support Services Terms and Conditions

THIS SUPPORT AGREEMENT ("Support Agreement") by and between QualiSystems Ltd. and/or its affiliates ("QualiSystems") and Licensee provides the terms and conditions for QualiSystems' provision of Support Services to Licensee for the Software (not including the Beta Version which may be provided with no support and/or maintenance, including no backwards compatibility and/or support), as defined in the End User License Agreement (EULA) between the parties ("License Agreement").

#### 1. Definitions.

Unless defined otherwise herein, capitalized terms used in this Support Agreement shall have the same meaning as set forth in the License Agreement:

- 1.1. "Technical Support" means technical support assistance provided by QualiSystems by telephone and through email concerning the installation and use of the Software modules purchased by Licensee.
- 1.2. "Update and Upgrades" means any new version of the Software modules purchased by Licensee issued by QualiSystems from time to time to its licensees. Updates include releases of the Software that are minor upgrades and are designated by QualiSystems by version numbers to the right of the decimal point (e.g., Versions 3.2.2, 3.3, etc.) ("Update"). Upgrades include releases of the Software which are new releases with significant new functionality and are often designated by QualiSystems by version numbers to the left of the decimal point (e.g. Version 4.0) ("Upgrade"),, in case any may become available.
- 1.3. "Operating Environment" means the computer software, hardware, systems and networks through which or on which the Software will be installed and run by Licensee.
- 1.4. "Professional Services" means any configuration, integration, customization or other services which are not Technical Support.

#### 2. Scope of Maintenance; Professional Services.

Support Services consist of (i) Technical Support regarding the installation and use of the Software modules purchased by Licensee, and (ii) periodic delivery of Updates and Upgrades to such purchased Software when QualiSystems makes such generally available to its licensees. Support Services consist of QualiSystems using reasonable commercial efforts to repair bugs or errors which cause the Software not to materially conform to the Documentation. Support Services are provided for the then-current version of the Software and the immediately previous version but in any case for not more than 24 months past the release of such current version. Telephone support shall only be available during QualiSystems' regular business hours (excluding holidays). Support Services cover only the Software and not the Operating Environment. Licensee is responsible for obtaining and receiving support for the Operating Environment. If implementation services are required due to any incompatibility between Licensee's Operating Environment and the Software and if Licensee requests QualiSystems to perform, and QualiSystems agrees to provide, Professional Services with respect to such issues, these Services shall be provided by QualiSystems for additional fees in accordance with QualiSystems' then current price list and then current terms, which will be attached as Schedule 2.

#### 3. ACCESS TO DATA AND COMPUTER

Customer understands that QualiSystems' obligations hereunder cannot be met without access to Customer's computer systems. Customer therefore agrees to provide QualiSystems with remote access to Licensee's computer systems and sufficient computer time and assistance to enable QualiSystems to (a) duplicate any reported problem, (b) determine that the problem results from the Software, and, (c) after corrective action, determine that the problem has been solved, or a workaround provided.

#### 4. Exclusions.

- 4.1. QualiSystems shall have no obligation to support:
  - 4.1.1. Altered, damaged or modified Software or any portion of the Software incorporated with or into other software, except for modifications or alterations provided as a result of Professional Services or Support provided by QualiSystems;
  - 4.1.2. Software problems caused by use of, or changes to, third party software with which the Software is used; or
  - 4.1.3. Software problems caused by Licensee's negligence, abuse or unreasonable misapplication, use of Software other than as specified in the Documentation (including incompatible Operating Environments and systems, unless Professional Services have been specifically provided to make the Software compatible with such Operating Environments), accidents not arising from actions or omissions of QualiSystems, acts of nature or other causes beyond the control of QualiSystems.
- 4.2. QualiSystems shall have no liability for any changes in Licensee's hardware or software which may be necessary to use Software due to an Update.
- 4.3. THE WARRANTY DISCLAIMERS IN THE LICENSE AGREEMENT APPLY MUTATIS MUTANDIS TO THIS SUPPORT AGREEMENT. IN ADDITION TO WARRANTY DISCLAIMERS PROVIDED IN THE LICENSE AGREEMENT, QUALISYSTEMS DOES NOT WARRANT THE TECHNICAL SUPPORT OR THE PROFESSIONAL SERVICES, OR REPRESENT THAT EVERY REPORTED PROBLEM CAN OR WILL BE RESOLVED TO THE SATISFACTION OF LICENSEE AND DOES NOT WARRANT UNINTERRUPTED OR

ERROR-FREE OPERATION OF THE SOFTWARE OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY QUALISYSTEMS.

5. **Fees and Payment.**

Licensee agrees to pay fees and other charges as specified in for the Support Services. To the extent that Licensee opted in the past not to pay for Technical Support for a certain period and now wishes to renew them, Licensee will need to pay, together with the current Technical Support, the price for the most recent Update or Upgrade. Furthermore, to the extent that QualiSystems support personnel need to deal with a problem originating from changes made in the Software without QualiSystems' prior written authorization or with problems originating from other software not supported under this Support Agreement or on account of Licensee failing to comply with its obligations hereunder or as a result of failures due to any negligence, abuse, misuse or damage to the Software, then QualiSystems shall be entitled to charge a service fee for its time expended at its then standard rates.

6. **Term and Termination.**

Unless a shorter original term is agreed to in writing by QualiSystems, Support Services shall be provided for one (1) year from the effective date set forth in the applicable Purchase Order, if any, and shall be extended each year for an additional one (1) year term unless terminated by either party as provided herein. Unless otherwise agreed to in writing by QualiSystems, each one (1) year term shall commence with the effective date of the Purchase Order. If the License Agreement terminates for any reason, this Support Agreement will automatically terminate.

6.1. Either party may terminate this Support Agreement at the end of the original term or at the end of any renewal term by giving written notice to the other party at least 30 days prior to the end of such term.

6.2. QualiSystems may terminate this Support Agreement or suspend Support Services if Licensee fails to make payment as provided under this Support Agreement or breaches this Support Agreement and such breach is not remedied within 30 days after Licensee receives notice of the breach.

7. **Limitation of Liability.**

NEITHER QUALISYSTEMS NOR ITS AFFILIATES, SUBSIDIARIES AND ITS THIRD PARTY LICENSORS, IF ANY, WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST OR DISTORTED DATA, FOR LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any case and if required by law. QualiSystems' entire aggregate liability, if any, from all causes of action whatsoever relating to this Support Agreement shall be limited, at any point in time, to the amounts paid by Licensee for Technical Support and Professional Services for the then-current year. QualiSystems' liability shall be further limited as provided in the License Agreement.

**Updated: June 20, 2017**

**Schedule 1 to Exhibit 1**

**Annual Cost of Support:**

In case of a Perpetual License, 18% of the License Fee.

For Subscription License, Support Services are included in the License Fee for the License Term.

Support Services are payable at the beginning of each annual period.