

CloudShell Watcher - Terms and Conditions

Addendum to Cloudshell End User License Agreement ("EULA")

PLEASE READ THE FOLLOWING CAREFULLY BEFORE HAVING INSTALLED, INSTALLING AND/OR USING THE CLOUDSHELL WATCHER UTILITY ("WATCHER") TOGETHER WITH THE CLOUDSHELL PRODUCT ("SOFTWARE") YOU HAVE LICENSED UNDER THE CLOUDSHELL EULA LOCATED AT URL www.quali.com/legal.

BY DOWNLOADING THE WATCHER, HAVING THE WATCHER INSTALLED OR INSTALLING AND/OR USING THE WATCHER INCLUDING ALL RELATED SOFTWARE, DOCUMENTATION AND REPORTS, YOU OR THE COMPANY YOU REPRESENT, ("YOU" OR "LICENSEE") EXPRESSLY ACKNOWLEDGE AND AGREE TO THE TERMS OF THIS ADDENDUM IN ADDITION TO THE TERMS OF THE CLOUDSHELL EULA AND PRIVACY POLICY LOCATED AT URL www.quali.com/legal WHICH YOU HAVE ALREADY ENTERED INTO WITH QUALISYSTEMS LTD. AND ITS AFFILIATES ("QUALISYSTEMS", "QUALI", "WE", "US" OR "OUR"), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY. THIS ADDENDUM SHALL BE DEEMED FOR ALL INTENTS AND PURPOSES AS AN ADDITION TO THE EULA YOU HAVE LICENSED THE SOFTWARE UNDER AS IT RELATES TO THE WATCHER. FOR THE PURPOSE OF THE EULA, THE WATCHER SHALL BE SEEN AS AN INTEGRAL PART OF THE SOFTWARE RELATED TO THEREIN. AGREEMENT TO THIS ADDENDUM IS AN ONGOING AGREEMENT TO ALL TERMS UNDER SUCH EULA, IN ADDITION TO THE NEW AGREEMENTS HEREIN RELATING SPECIFICALLY TO THE WATCHER. EXCEPT AS MODIFIED AND SUPPLEMENTED BY THIS ADDENDUM, THE EULA IS AND SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS. THIS ADDENDUM SHALL BE DEEMED TO BE AN ADDENDUM OF THE EULA AS IT RELATES TO THE WATCHER AND SHALL LEAVE THE EULA AS IS AS IT RELATES TO ALL OTHER MATTERS AND SOFTWARE LICENSED THEREUNDER.

YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE WATCHER TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION (INCLUDING IF DONE BY QUALISYSTEMS OR A THIRD PARTY ON ITS BEHALF), USE AND RESULTS OBTAINED FROM THE WATCHER.

AS STATED UNDER THE EULA, QUALISYSTEMS MAY CHOOSE TO ENGAGE THIRD PARTY PROVIDERS TO PROVIDE FEATURES OF THE WATCHER. AS UNDER THE EULA, WITH REGARDS TO THE WATCHER AS WELL, YOU AGREE THAT DATA YOU PROVIDE US OR THAT WE COLLECT FROM YOU MAY BE HOSTED WITH SUCH THIRD PARTY SERVICE PROVIDERS ON SERVERS THAT THEY OWN OR CONTROL REGARDLESS OF WHERE SUCH THIRD PARTY SERVICE PROVIDERS ARE LOCATED. THEIR SERVERS MAY BE LOCATED ANYWHERE IN THE WORLD (INCLUDING THE US). YOUR DATA MAY EVEN BE REPLICATED OR TRANSFERRED ACROSS MULTIPLE SERVERS LOCATED IN MULTIPLE COUNTRIES AND OUTSIDE THE EUROPEAN ECONOMIC AREA/EU. YOUR USE OF THE WATCHER IS A FULL AGREEMENT TO ALL THESE TERMS, INCLUDING EXPRESSLY, FREELY, AFFIRMATIVELY AND UNEQUIVOCALLY CONSENTING TO SUCH TRANSFER AND STORAGE OF DATA INCLUDING IN THE US AND OUTSIDE THE EUROPEAN ECONOMIC AREA/EU AS DETAILED HEREIN, IN THE EULA AND UNDER OUR [PRIVACY POLICY](#).

If you do not agree to be bound by this ADDENDUM please do not agree to have the WATCHER installed, download, install or use the WATCHER.

License. Subject to the terms and conditions of this ADDENDUM, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("License") to use the WATCHER installed by Quali solely with the SOFTWARE in order to enhance your usage of our SOFTWARE by offering optimization of your utilization of the SOFTWARE as well as assistance in monitoring of the SOFTWARE for possible malfunctions. All License restrictions and ownership remain as detailed under the EULA. For avoidance of doubt it is made clear that such additional services shall not limit in any way Your sole and exclusive liability for the use of the SOFTWARE subject to the EULA and your specific license terms stated therein as well as monitoring of the SOFTWARE for any errors or malfunctions.

Data Access Approval. For purpose of receiving the additional benefits offered by the WATCHER, it must access your CloudShell environment and provide certain information from there back to Quali's cloud-based Customer Success platform. You hereby confirm that you are aware that, and provide your full consent to the WATCHER connecting to your CloudShell server via API and/or other methods for the purpose of only sending us basic utilization information ("Option 1") or connecting to your CloudShell server via API and/or other methods, Ping/SSH to CloudShell related devices for the purpose of sending us basic utilization information as well as CloudShell services availability information ("Option 2"). No customer password information, personal information or information regarding any of your content is being sent. For the purpose of utilization information Quali will use API and/or other methods to receive information regarding your CloudShell reservations (Sandboxes) such as max per day, max concurrent, number of unique per day,

number of unique users per day. For the purpose of possible malfunctions detection Quali will connect to API and/or use ping, SSH and/or other methods to check availability of CloudShell services and devices controlled by CloudShell. You confirm Your agreement to such access by Quali for the sole purpose of fulfilling its obligations under this Addendum. Such access by Quali shall in no way change Quali's limited liabilities and disclaimers under this Addendum, and the EULA and all use of the SOFTWARE, with or without the WATCHER shall remain at Your sole and exclusive liability as detailed herein and under EULA and You shall remain fully liable for any such use.

Warranty Disclaimers. In addition to the Warranty Disclaimers under the EULA, which will cover the WATCHER as an integral part of the SOFTWARE licensed thereunder, the following Warranty disclaimers are added specifically for the WATCHER:

QUALISYSTEMS DOES NOT WARRANT OR MAKE ANY REPRESENTATION THAT IT WILL CORRECT ANY ERRORS IN THE SOFTWARE, INCLUDING THOSE FOUND BY THE WATCHER OR THAT THE WATCHER WILL DETECT AND/OR CORRECTLY IDENTIFY, ALL ERRORS, UNAVAILABleness, MISUTILIZATION.

QUALISYSTEMS DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE VERACITY OF THE REPORTS OR NOTIFICATIONS OR THAT THE REPORTS OR NOTIFICATIONS ARE COMPLETE OR ERROR-FREE. THE REPORTS OR NOTIFICATIONS DO NOT CONSTITUTE LEGAL ADVICE OR COMPLETE ERROR CONTROL OF THE SOFTWARE AND LICENSEE UNDERSTANDS THAT LICENSEE MUST DETERMINE FOR ITSELF THE NEED TO OBTAIN ITS OWN INDEPENDENT CONTROL AND MONITORING OF THE SOFTWARE, INCLUDING USAGE OF LICENSES AND ERROR OR MALFUNCTION NOTIFICATIONS. LICENSEE'S USE OF AND RELIANCE UPON THE WATCHER AND ANY REPORTS OR NOTIFICATIONS IS AT LICENSEE'S SOLE DISCRETION AND RISK, AND QUALISYSTEMS SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO LICENSEE IN CONNECTION WITH ANY OF THE FOREGOING.

LICENSEE SHALL NOT BE ENTITLED TO ANY INDEMNIFICATION (SEC 11 OF THE EULA), WARRANTY (SEC 13.1) OR SUPPORT SERVICES (EXHIBIT 1) AS THIS RELATES TO THE WATCHER.

Limitation of Liability. Notwithstanding the Limitation of Liability under the EULA, with regards to the WATCHER UNDER NO CIRCUMSTANCES SHALL QUALISYSTEMS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS ADDENDUM, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE WATCHER EVEN IF QUALISYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS OR COULD HAVE BEEN AWARE OF DUE TO THE WATCHER OR THE REPORTS PROVIDED BY THE WATCHER IN RELATION TO THE SOFTWARE. IN ANY EVENT, QUALISYSTEMS' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS ADDENDUM, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE WATCHER OR THE SOFTWARE ACCORDINGLY, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL OF \$10.00 (TEN DOLLARS).

Term and Termination. This Agreement is effective until the earlier of the termination or expiration of the EULA or the termination of this Addendum by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the WATCHER; and/or (ii) terminate this ADDENDUM and your use of the WATCHER with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this ADDENDUM or any subsequent modifications thereto, or become dissatisfied with the WATCHER in any way, your only recourse is to immediately discontinue use of the WATCHER. Upon termination, you shall cease all use of the WATCHER. Applicable sections of the EULA and this Addendum that should survive termination of the Addendum, shall survive termination of this Addendum including Warranty Disclaimer and Limitation of Liability.

For avoidance of doubt it is made clear that any clause not changed according to this Addendum shall remain as is in the EULA and shall relate to the WATCHER and this Addendum mutatis mutandis. This Addendum, the EULA, Privacy Policy and any other legal notices published by us in connection with the WATCHER, shall constitute the entire agreement between you and Quali concerning the WATCHER. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice.

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