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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.

**Addition to EULA for version 9.2 onward ("Addition to EULA").**

1. These clauses are in addition to all terms and consents given by You above, and relate specifically to the CloudShell Watcher and the terms and consents given above in the rest of the EULA shall relate to the CloudShell Watcher mutatis mutandis as an integral part of the Software.
2. Watcher Utilization Data. As of version 9.2 onward of the Cloudshell Software, the CloudShell Software will include an additional service ("**CloudShell Watcher**") collecting CloudShell utilization information including information regarding your CloudShell reservations ("Sandboxes") such as max concurrent Sandboxes per day, total Sandboxes started per

day, number of unique uses per day, number of public Blueprints, number of Blueprints with active Sandbox per day - this general aggregate information is kept in a secure and protected manner and is not related to any specific CloudShell user or person. This data being collected collects no personal information, no customer password information, personal information or information regarding any of your content and is being sent online to QualiSystems ("**Watcher Utilization Data**"). The Watcher Utilization Data is saved locally to the CloudShell server machine ("**CloudShell Server**"). For the purpose of collection of the Watcher Utilization Data the CloudShell Server will send, periodically, via internet connection, the Watcher Utilization Data to QualiSystems's dedicated storage located on the Cloud , in a secured, anonymized and encrypted manner. You hereby confirm that you are aware that, and provide your full consent to have the Watcher Utilization Data on the CloudShell Server sent to QualiSystems as detailed above. QualiSystems shall be entitled to make use of such Watcher Utilization Data for and in order to enhance your usage of the Software including by offering optimization of your utilization of the Software as well as assistance in monitoring of the Software for possible malfunctions and the ongoing improvement of our products, and Your use abilities and subject to our current [Privacy Policy](#). For the purpose of possible malfunctions detection, locally stored Watcher Utilization Data will also be collected by QualiSystems during Service or Support request relating to the Software. The Watcher Utilization Data will be collected by the CloudShell monitor (which is already inherent part of CloudShell). The CloudShell monitor should be executed on the CloudShell Sever and then the Watcher Utilization Data will be packed together with the logs (which are collected by the monitor).

3. For avoidance of doubt it is made clear that such access by QualiSystems or having QualiSystems have such Watcher Utilization Data shall in no way change QualiSystems limited liabilities and disclaimers under the EULA as further detailed above and below and all use of the Software, with or without the CloudShell Watcher shall remain at Your sole and exclusive liability as detailed in the EULA and You shall remain fully liable for any such use.
4. You confirm that You are aware that the Software contain means enabling QualiSystems to monitor, control and receive information about Your usage of the Software including allowed usage restrictions detailed in this Agreement as detailed above and such as the total number of Sandboxes/environments being used, number of Users making use of the Software, the amount of licenses being utilized, the number of unique Sandbox owners and accordingly QualiSystems may separately approach you accordingly or with a new license proposal that will better fit your needs or contact you for recommendations how to better utilize your use of the Software, and in addition may use such Watcher Utilization Data 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 and the ongoing improvement of our products.

**AS STATED IN THE EULA ABOVE AND IN OUR PRIVACY POLICY, QUALISYSTEMS MAY CHOOSE TO ENGAGE THIRD PARTY PROVIDERS TO PROVIDE FEATURES OF THE CLOUDSHELL WATCHER. AS UNDER THE EULA, WITH REGARDS TO THE CLOUDSHELL WATCHER, 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 CLOUDSHELL 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](#).**

5. **Warranty Disclaimers.** In addition to the general Warranty Disclaimers in the EULA, which will cover the CloudShell Watcher as an integral part of the Software licensed thereunder, the following Warranty disclaimers are added specifically for the CloudShell Watcher:
  - a. QUALISYSTEMS DOES NOT WARRANT OR MAKE ANY REPRESENTATION THAT IT WILL CORRECT ANY ERRORS IN THE SOFTWARE, INCLUDING THOSE FOUND BY THE CLOUDSHELL WATCHER OR THAT THE CLOUDSHELL WATCHER WILL DETECT AND/OR CORRECTLY IDENTIFY, ALL ERRORS, UNAVAILABleness, MISUTILIZATION.
  - b. 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.

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**Updated: May 15<sup>th</sup>, 2019**

## 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 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**

In addition to the matters detailed in the Addition to the EULA with regards to the CloudShell Watcher, 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: May 15<sup>th</sup>, 2019

**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.