

## CloudShell Watcher Health Utility - Terms and Conditions

### Addition to Cloudshell End User License Agreement ("EULA")

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

BY AGREEING TO HAVE THE CLOUDSHELL WATCHER HEALTH UTILITY INSTALLED OR INSTALLING AND/OR USING THE CLOUDSHELL WATCHER HEALTH UTILITY 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 ADDITION, IN ADDITION TO THE TERMS OF THE CLOUDSHELL EULA AND PRIVACY POLICY LOCATED AT URL [www.quali.com/legal](http://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 ADDITION 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 CLOUDSHELL WATCHER HEALTH UTILITY. AGREEMENT TO THIS ADDITION IS AN ONGOING AGREEMENT TO ALL TERMS UNDER SUCH EULA, IN ADDITION TO THE NEW AGREEMENTS HEREIN RELATING SPECIFICALLY TO THE CLOUDSHELL WATCHER HEALTH UTILITY. EXCEPT AS MODIFIED AND SUPPLEMENTED BY THIS ADDITION, THE EULA IS AND SHALL REMAIN IN FULL FORCE AND EFFECT IN ACCORDANCE WITH ITS TERMS. THIS ADDITION SHALL BE DEEMED TO BE AN ADDITION OF THE EULA AS IT RELATES TO THE CLOUDSHELL WATCHER HEALTH UTILITY 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 CLOUDSHELL WATCHER HEALTH UTILITY 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 CLOUDSHELL WATCHER HEALTH UTILITY.

AS STATED UNDER THE EULA, QUALISYSTEMS MAY CHOOSE TO ENGAGE THIRD PARTY PROVIDERS TO PROVIDE FEATURES OF THE CLOUDSHELL WATCHER HEALTH UTILITY. AS UNDER THE EULA, WITH REGARDS TO THE CLOUDSHELL WATCHER HEALTH UTILITY AS WELL, YOU AGREE THAT DATA YOU PROVIDE US OR THAT WE COLLECT FROM YOU, INCLUDING THE HEALTH UTILITY DATA (AS DEFINED HEREAFTER), 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, INCLUDING THE HEALTH UTILITY 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 HEALTH UTILITY IS A FULL AGREEMENT TO ALL THESE TERMS, INCLUDING EXPRESSLY, FREELY, AFFIRMATIVELY AND UNEQUIVOCALLY CONSENTING TO SUCH TRANSFER AND STORAGE OF DATA, INCLUDING THE HEALTH UTILITY DATA, AND 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 ADDITION please do not agree to have the CLOUDSHELL WATCHER HEALTH UTILITY installed, download, install or use the CLOUDSHELL WATCHER HEALTH UTILITY.

1. **License.** Subject to the terms and conditions of this ADDITION, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("**License**") to use the CLOUDSHELL WATCHER HEALTH UTILITY installed by Qualisystems per Your request solely with the SOFTWARE in order to enhance your usage of our SOFTWARE by offering assistance in monitoring of the SOFTWARE for possible malfunctions. All License restrictions and ownership remain as detailed under the EULA.
2. **CloudShell Watcher Health Utility.** You have been given the option of requesting an add on script that will enable some indication whether a service or device (that is associated with CloudShell) is up or down ("**CloudShell Watcher Health Utility**"). If you have opted for such additional CloudShell Watcher Health Utility to be installed, the information collected will include the name of the service or device You are using or have licensed (either Physical or Virtual ) and its work status ("**Health Utility Data**")- this information is not

related to any specific person. No customer password information, personal information or information regarding any of your content is being sent as part of the Health Utility Data.

3.

**Health Utility Data and Data Access Approval.** For purpose of receiving the additional benefits offered by the CLOUDSHELL WATCHER HEALTH UTILITY, it must access your CloudShell environment and provide certain information from there back to Qualisystems's cloud-based Customer Success platform. You hereby confirm that you are aware that, and provide your full consent to the CLOUDSHELL WATCHER HEALTH UTILITY connecting to your CloudShell server via API and/or other methods or by Ping/SSH and/or other methods to CloudShell related devices for the purpose of detecting Software services availability information. In addition, for the purpose of collection of the Health Utility Data the CloudShell Watcher Health Utility will send, periodically, via internet connection, the Health Utility Data to QualiSystems's dedicated Customer success service and /or storage located on the Cloud , in a secured, anonymized manner. If you wish, you also have the option to configure the CloudShell Watcher Health Utility to send the Health Utility Data via additional channels such as via an **email** or **Teams** (team collaboration applications by Microsoft), noting that sending through such additional channels and protection of data sent through such additional channels shall be at your sole risk and your sole control. You hereby confirm that you are aware that by choosing to have the CloudShell Watcher Health Utility installed, you hereby confirm and provide your full consent to such access by QualiSystems for the sole purpose of fulfilling its obligations under this ADDITION and to have the Health Utility Data sent to QualiSystems as detailed above. QualiSystems shall be entitled to make use of such Health Utility 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, services, and Your use abilities and subject to our current Privacy Policy. For the purpose of possible malfunctions detection, locally stored Health Utility Data will also be collected by QualiSystems during Service or Support request relating to the Software. The Health Utility Data will be collected by the CloudShell monitor (which is already an inherent part of CloudShell). The CloudShell monitor should be executed on the CloudShell sever and then the Health Utility Data will be packed together with the logs (which are collected by the monitor).

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

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

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 OR MALFUNCTIONS 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 CLOUDSHELL WATCHER HEALTH UTILITY 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 OF THE EULA) OR SUPPORT SERVICES (EXHIBIT 1 OF THE EULA) AS THEY RELATES TO THE CLOUDSHELL WATCHER HEALTH UTILITY.**

5. **Limitation of Liability.**

Such additional services, the Cloudshell Watcher Health Utility or the Health Utility Data shall not limit in any way Your sole and exclusive liability for the use of the SOFTWARE subject to the EULA as well as YOUR undertaking to monitor the SOFTWARE for any errors or malfunctions. For avoidance of doubt it is made clear that such access or ability to access such Health Utility Data by QualiSystems or having QualiSystems have or been provided with such Health Utility Data shall in no way change QualiSystems limited liabilities and disclaimers under the EULA and herein and all use of the Software, with or without the CloudShell Watcher Health Utility shall remain at Your sole and exclusive liability as detailed in the EULA and You shall remain fully liable for any such use, including monitoring for any errors or malfunctions.

Notwithstanding the Limitation of Liability under the EULA, with regards to the CLOUDSHELL WATCHER HEALTH UTILITY, 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 ADDITION, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE CLOUDSHELL WATCHER HEALTH UTILITY EVEN IF QUALISYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS OR COULD HAVE BEEN AWARE OF DUE TO THE CLOUDSHELL WATCHER HEALTH UTILITY OR THE REPORTS PROVIDED BY THE CLOUDSHELL WATCHER HEALTH UTILITY 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 ADDITION, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE CLOUDSHELL WATCHER HEALTH UTILITY OR THE SOFTWARE ACCORDINGLY, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL OF \$10.00 (TEN DOLLARS).

6. **Term and Termination.** This Agreement is effective until the earlier of the termination or expiration of the EULA or the termination of this ADDITION by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the CLOUDSHELL WATCHER HEALTH UTILITY; and/or (ii) terminate this ADDITION and your use of the CLOUDSHELL WATCHER HEALTH UTILITY 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 ADDITION or any subsequent modifications thereto, or become dissatisfied with the CLOUDSHELL WATCHER HEALTH UTILITY in any way, your only recourse is to immediately discontinue use of the CLOUDSHELL WATCHER HEALTH UTILITY. Upon termination, you shall cease all use of the CLOUDSHELL WATCHER HEALTH UTILITY. Applicable sections of the EULA and this ADDITION that should survive termination of the ADDITION, shall survive termination of this ADDITION including Warranty Disclaimer and Limitation of Liability.
7. **For avoidance of doubt it is made clear that any clause in the EULA not changed by this ADDITION shall remain as is in the EULA and shall relate to the CLOUDSHELL WATCHER HEALTH UTILITY and this ADDITION mutatis mutandis.** This ADDITION, the EULA, Privacy Policy and any other legal notices published by us in connection with the CLOUDSHELL WATCHER HEALTH UTILITY or the Software, shall constitute the entire agreement between you and Qualisystems concerning the CLOUDSHELL WATCHER HEALTH UTILITY and the Software. 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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