

## CLOUDSHELL END USER LICENSE AGREEMENT (“EULA” or “Agreement”)

THESE TERMS CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU, THE COMPANY ON WHOSE BEHALF YOU ARE INSTALLING THE SOFTWARE OR USING THE SOFTWARE IN THE SCOPE OF YOUR EMPLOYMENT, AND THE COMPANY USING OR LICENSING THE SOFTWARE (COLLECTIVELY, “LICENSEE”, “YOU” OR “YOUR”) AND QUALISYSTEMS LTD. AND/OR ITS AFFILIATES (“QUALISYSTEMS”), WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION RELATING TO THE SUBJECT MATTER OF THESE TERMS.

YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE.

### 1. DEFINITIONS

“**Authorized Users**” means employees or contractors of the Licensee who regularly work at Your Workplace who use the Software.

“**Business Terms**” has the meaning set forth in Section 9.

“**Documentation**” means QualiSystems' reference guides specifically relating to the use of the Software and delivered by QualiSystems to Licensee with the Software, including reference manuals and installation, administrative and programmer guides. Documentation shall not include marketing materials.

“**Government**” has the meaning set forth in Section 14.

“**License**” has the meaning set forth in Section 2.

“**License Term**” has the meaning set forth in Section 2.

“**Maximum Number of Licenses**” means the number of licenses You have acquired as designated in the applicable Purchase Order or other documents provided to You by QualiSystems.

“**Professional Services**” has the meaning set forth in Section 16.

“**Purchase Order**” means a purchase order executed and delivered by Licensee to QualiSystems in accordance with these Terms, including the section of these Terms entitled “Ordering Additional Software”.

“**Software**” shall mean all or any portion of TestShell, CloudShell or other binary computer software programs and Documentation provided by QualiSystems, including all corrections or updates thereto provided by QualiSystems.

“**Subscription License**” shall mean a term-based license for a specific License Term detailed in the Purchase Order.

“**Support Services**” means technical support for Software, and receiving Updates thereto, as set forth in the QualiSystems Support Services Terms and Conditions.

“**Support Services Terms and Conditions**” means the terms and conditions for the provision of Support Services by QualiSystems as set forth on Exhibit 1, attached hereto and made a part hereof.

“**Third Party Rights and/or Licenses**” has the meaning set forth in Section 3.

“**Warranty Period**” has the meaning set forth in Section 12.1.

“**Your Workplace**” means Your physical facility, the address of which is indicated in the price quotation; or, to the extent not set forth in the price quotation, the address to which QualiSystems initially delivered the Software or your registered company address, as will be determined by QualiSystems upon its sole discretion, and not any other location. Installation and use of the Software specifically according to these Terms in your Private or Public Cloud for Authorized Users is permitted. In such case, Private or Public Cloud shall be considered the Workplace for these Terms

2. GRANT OF LICENSE.

In consideration of payment of the applicable fees to QualiSystems (as detailed in the Purchase Order) and subject to these Terms, QualiSystems grants Licensee a limited, nonexclusive, nontransferable, non-sublicensable, revocable, subscription based license and/or right to use the Software by its Authorized Users, subject to the use limitations stated in the Purchase Order and up to the Maximum Number of Licenses purchased, a for the license term specified in the Purchase Order (the “**License Term**”), solely for Licensee's internal business purposes. All Purchase Orders automatically renew for additional one year terms at the end of the applicable License Term, unless a Party has notified the other that it is not interested in such renewal at least 30 days prior to the expiration of the applicable License Term.

QualiSystems reserves the right to audit Licensee's use of the Software during normal business hours and with reasonable notice and to include means within the Software to remotely monitor and/or limit Licensee's use of the Software as limited in these Terms.

3. THIRD-PARTY SOFTWARE.

The Software includes embedded third party components which are licensed to you as part of our Software and under such third party specific license terms and copyright notices provided separately upon request and also available under Qualisystems’s customer portal **CLOUDSHELL – THIRD PARTY COPYRIGHT NOTICES (“Third Party Rights and/or Licenses,”** as applicable”).

4. LICENSE RESTRICTIONS.

The Software should be installed and/or used in accordance with the instructions of QualiSystems. Except as expressly and unambiguously permitted by these Terms, Licensee may not, nor permit anyone else to, directly or indirectly to: (a) copy or modify any Software source code, either alone or in conjunction with any other product or program; (b) exceed the scope of license set forth in Section 2; (c) reverse compile or reverse assemble all or any portion of the Software; (d) distribute, disclose, market, rent, lease, lend, sublicense, or transfer to any third party the Software or use the Software in any timeshare, hosting or service bureau arrangement; (e) export the Software in violation of the U.S. export laws or any other applicable laws or regulations; (f) remove any identification, including copyright, trademark, patent or other notices, contained in or on the Software or Documentation; (g) use the QualiSystems, TestSell, CloudShell or any other QualiSystems name, logo or trademarks without prior written consent from QualiSystems; or (h) use the Software in any application or situation where any failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage. Examples include

using the Software for controlling the operation of: (i) equipment in any nuclear facilities, (ii) aircraft navigation, communications or flight control systems, (iii) air traffic control systems, (iv) mass transit systems, (v) medical equipment (but only in equipment with an FDA classification of 2 or 3, or an equivalent classification), or (vi) weapons systems.

Any right not explicitly granted to Licensee is reserved to QualiSystems or its suppliers. No license, right or interest in any QualiSystems trademark, trade name or service mark is granted hereunder.

5. SOFTWARE KEY.

The Software requires a software key code and you acknowledge that the Software will not function without such certain, unique software key code. This software key code will be furnished to You by QualiSystems and You agree that such software key code is to be used in Your Workplace solely with the Software for which it is provided and strictly according to the specific terms herein, subject to the specific Licenses purchased and solely for the applicable License Term purchased under the Purchase Order. While QualiSystems may (in its sole discretion) provide You with the applicable key prior to receipt from You of the applicable license fees, You will remain obligated to pay such fees to QualiSystems.

6. FEES AND PAYMENT TERMS.

6.1. In consideration of the License and the Support Services for the period specified, Licensee shall pay QualiSystems the applicable fees specified in each applicable Purchase Order. All fees shall be due and payable in accordance with the price quotation or, if terms are not set forth therein, within thirty (30) days of the date of invoice. All payments shall be made by Licensee to QualiSystems in the currency stated in the invoice to QualiSystems' address in the Purchase Order or such other address as indicated by QualiSystems upon at least ten (10) days prior written notice.

6.2. Overdue payments shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. All prices payable by Licensee are exclusive of all taxes, including value added taxes and withholding taxes, where applicable. Licensee shall pay all taxes and duties (including applicable value added and/or withholding taxes at the prevailing rate on the date of invoice) associated with these Terms, excluding taxes on QualiSystems' net income. If the Licensee is legally required to withhold any income or remittance tax from amounts payable to QualiSystems, then (a) the Licensee will promptly notify QualiSystems, (b) the amount payable will be automatically increased to the full extent required to offset such tax, so that the amount remitted to QualiSystems, net of all taxes, equals the amount stated in the invoice, and (c) the Licensee provide QualiSystems with the official receipt of payment of such taxes to the appropriate taxing authority. The Licensee will be responsible for payment of any withholding taxes and shall indemnify QualiSystems from and against any claim for unpaid withholding taxes, interest and penalties, which may be claimed by the applicable tax authorities relating to payment of such taxes.

7. OWNERSHIP; COPYRIGHT PROTECTION; TRADEMARKS.

The Software is licensed, not sold. As between the parties, all title, ownership rights, and intellectual property rights (including all copyrights, patents, trade secret rights and trademarks) in and to the Software, including all Documentation shall remain with QualiSystems, its affiliates,

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QualiSystems, TestShell, CloudShell and the QualiSystems logo, and all other QualiSystems Product names are trademarks or registered trademarks of QualiSystems Ltd. The absence of trademark from this list does not constitute a waiver of QualiSystems intellectual property rights concerning that trademark. All other company, brand and product names and logos are marks of their respective holders.

## 8. PRIVACY

- 8.1. Licensee hereby warrants and represents that it will provide all appropriate notices, obtain all required informed consents, comply at all times with all applicable privacy and data protection laws and regulations (including the EU General Data Protection Regulation (“**GDPR**”)) for allowing QualiSystems to use the data in accordance with this Agreement (including, without limitation, the provision of such data to QualiSystems, the transfer of such data by QualiSystems to its affiliates and subcontractors, including transfers outside of the European Economic Area).
- 8.2. To the extent that Licensee is subject to the GDPR, Licensee shall download the Company’s Data Processing Agreement (“**DPA**”) available on QualiSystems’ website and return it signed to QualiSystems as described therein.
- 8.3. In the event Licensee fails to comply with any data protection or privacy law or regulation, the GDPR and/or any provision of the DPA, and/or fails to return an executed version of the DPA to QualiSystems, then: (a) to the maximum extent permitted by law, Licensee shall be fully liable for any such breach, violation, infringement and/or processing of personal data without a DPA by QualiSystems and QualiSystems’ affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); and (b) in the event of any claim of any kind related to any such breach, violation or infringement and/or any claim related to processing of personal data without a DPA, Licensee shall defend, hold harmless and indemnify QualiSystems and QualiSystems’ affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys’ fees.

## 9. CONFIDENTIAL INFORMATION.

Licensee acknowledges that the price quotation, Purchase Order, and any terms and conditions of Licensee’s business relationship with QualiSystems is QualiSystems’ confidential information (collectively, the “**Business Terms**”), and that the Software contains confidential and proprietary information and trade secrets of QualiSystems and agrees that any unauthorized disclosure, use, or copying of the Software or the Business Terms may cause QualiSystems inestimable serious financial loss. Accordingly, Licensee shall treat the Software and Business Terms as confidential and, except as permitted hereunder in connection with the Software, not divulge them to anyone

outside Licensee's employ. The obligations set forth in this Section shall survive termination of these Terms.

10. INDEMNIFICATION.

QualiSystems shall indemnify and defend Licensee against any third party claims, and subject to final court ruling, that the Software infringes any copyright, provided that QualiSystems is given prompt notice of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim. In addition, to the extent that QualiSystems believes that the Software may infringe third party rights, QualiSystems shall have the right at its sole option and expense to (i) obtain for Licensee the right to continue using the Software, (ii) replace or modify the Software so that it becomes non-infringing while giving substantially equivalent performance or, (iii) if such remedies are not reasonably available, to terminate this Agreement, and provide Licensee with a pro-rata refund of the license fees paid under this Agreement for the remaining unused License Term following such termination. QualiSystems shall have no liability if the alleged infringement is based: (i) on a modification of the Software by anyone other than QualiSystems, (ii) on a version of the Software, other than one version back from the then most current version, where an Update and/or Upgrades (as defined in Exhibit 1) was made available to Licensee and if used, by Licensee would have prevented such infringement, (iii) upon Third Party Rights and Licenses contained in the Software (except to the extent QualiSystems is indemnified by the third party vendor), (iv) on use of the Software with software or equipment not supplied by QualiSystems, or (v) on the use of the Software other than in accordance with the Documentation. This Section 10 states QualiSystems' entire liability and Licensee's exclusive remedy for infringement.

Other than as specifically stated above, You agree that QualiSystems shall have no liability whatsoever for any use made of the Software by You or any third party. You hereby agree to defend, indemnify and hold harmless QualiSystems and its affiliates and their respective officers, directors, agents and employees from any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from claims related to Your use of the Software as well as from Your failure to comply with these Terms, except for claims arising from the Software's infringement of IP, as provided in this Section 10 above.

11. DEFAULT AND TERMINATION.

11.1. An event of default shall be deemed to occur: (i) if Licensee breaches, or fails to perform, any provision of, or its obligations under the Sections entitled "License Restrictions", "Ownership; Copyright Protection" or "Confidential Information"; (ii) if either party fails to perform any other material obligation under these Terms and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof; (iii) upon the institution of any proceedings by or against either party seeking relief, reorganization, or arrangement under any laws relating to insolvency, which proceedings are not dismissed within sixty (60) days; (iv) upon the assignment for the benefit of creditors, or the appointment of a receiver, liquidator, or trustee, for any of either party's property or assets; or (v) upon the liquidation, dissolution, or winding up of either party's business.

11.2. If an event of default occurs, the non-defaulting party, in addition to any other rights available to it under the law, may terminate these Terms and all licenses granted hereunder by written notice to the defaulting party. Remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

- 11.3. Within fifteen (15) days after termination of these Terms, Licensee shall certify in writing to QualiSystems that all copies of the Software in any form, including partial copies within modified versions, have been destroyed or returned to QualiSystems.

## 12. WARRANTY

- 12.1. QualiSystems warrants that the Software, unless modified by Licensee, will operate substantially in accordance with the Documentation for a period of 6 months from the date of delivery of the Software at Your Workplace (the "**Warranty Period**"). If the Software does not operate substantially in accordance with the Documentation during the Warranty Period, QualiSystems will use reasonable efforts to correct any deficiencies in the Software so that it will perform substantially in accordance with the Documentation.

In addition to such warranty, Licensee shall be entitled to receive the Support Services detailed in exhibit 1 for the applicable paid for Term.

- 12.2. QUALISYSTEMS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. QUALISYSTEMS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS WHICH LICENSEE MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERROR CONDITIONS WILL BE CORRECTED. THE SOLE LIABILITY OF QUALISYSTEMS IN CASE OF ANY LOSS OR DAMAGE RESULTING FROM ANY ERROR OR DEFECT IN THE SOFTWARE WILL BE TO USE REASONABLE EFFORTS TO CORRECT SUCH ERROR OR DEFECT IN ACCORDANCE WITH QUALISYSTEMS' WARRANTY OBLIGATIONS. IF QUALISYSTEMS FAILS TO CORRECT ANY SUCH ERROR OR DEFECT, QUALISYSTEMS, MAY, IN ITS SOLE DISCRETION, AND AS LICENSEE'S SOLE REMEDY, ACCEPT RETURN OF THE SOFTWARE AND REFUND TO LICENSEE ALL LICENSE FEES PAID. QUALISYSTEMS DOES NOT WARRANT OR MAKE ANY REPRESENTATION THAT IT WILL CORRECT, DETECT AND/OR CORRECTLY IDENTIFY, ANY ERRORS, UNAVAILABleness, AND/OR MISUTILIZATION IN THE SOFTWARE. IN ADDITION, IF ANY REPORTS ARE PROVIDED TO LICENSEE, QUALISYSTEMS DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE VERACITY OF THE REPORTS OR NOTIFICATIONS OF ITS SERVICES 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 OR YOUR SYSTEMS AND LICENSEE UNDERSTANDS THAT LICENSEE MUST DETERMINE FOR ITSELF THE NEED TO OBTAIN ITS OWN INDEPENDENT CONTROL AND MONITORING OF ITS SYSTEMS, THE SOFTWARE, INCLUDING USAGE OF LICENSES AND ERROR OR MALFUNCTION NOTIFICATIONS. LICENSEE'S USE OF AND RELIANCE UPON ANY OF QUALISYSTEMS' SERVICES 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.

12.3. ALL THIRD PARTY RIGHTS AND LICENSES ARE PROVIDED “AS IS”. IN ADDITION, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE IS PROVIDED BY “AS IS,” AND QUALISYSTEMS, ITS AFFILIATES, SUBSIDIARIES AND ITS THIRD PARTY LICENSORS, IF ANY, DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. 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, THE LIABILITY OF QUALISYSTEMS, ITS AFFILIATES, SUBSIDIARIES AND ITS THIRD PARTY LICENSORS, IF ANY, INCLUDING FOR INDEMNIFICATION UNDER THESE TERMS SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY LICENSEE TO QUALISYSTEMS FOR THE SOFTWARE OR PROFESSIONAL SERVICES, AS THE CASE MAY BE, AS TO WHICH THE CLAIM AROSE. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK WHICH IS SET FORTH IN THIS SECTION.

14. GOVERNMENT USE.

If You are part of an agency, department, or other entity of the United States Government (“**Government**”), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Software is a “commercial item”, “commercial computer software” and “commercial computer software documentation”. In accordance with such provisions, any use of the Software by the Government shall be governed solely by the terms of these Terms. QualiSystems, Ltd. is the “manufacturer”.

15. EXPORT CONTROLS.

You acknowledge that the Software may be subject to U.S. and international rules that govern the export of software. You agree to comply with all applicable international and national laws that apply to the Software as well as end-user, end-use and destination restrictions issued by national governments.

16. SUPPORT AND PROFESSIONAL SERVICES.

Subscription Licenses include as an integral part of the License Fee, Support Services for the License Term per the Terms and Conditions set forth in Exhibit 1.

Notwithstanding the above, for all licenses, any installation, customization or other professional services (“**Professional Services**”) will be provided to Licensee at QualiSystems’ then-standard rates.

The limitation of liability for Support Services and Professional Services shall be as set forth in these Terms and the Support Services Terms and Conditions.

17. MISCELLANEOUS.

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 New York. In the event of a dispute that cannot be resolved amicably between the parties, You and QualiSystems agree that the courts of New York 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’ 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.

18. CLOUDSHELL WATCHER.

If you decide to activate the CloudShell Watcher (defined in Exhibit 2, Section 1), the sections in Exhibit 2 (below) will apply and will form an integral part of this Agreement.

**QUALISYSTEMS LTD.**

**LICENSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## **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, 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 Support; 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 this EULA, 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;

4.1.3. A version of the Software that is more than one version back from the then most current version, where an Update and/or Upgrades (as defined in Exhibit 1) was made available to Licensee,; or

4.1.4. 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.

**Exhibit 2**  
**CloudShell Watcher**

**If You decide to activate the CloudShell Watcher service, this addition to the EULA will apply.**

1. If during the installation you opt-in to add the CloudShell Watcher feature these clauses will be relevant 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 and configuration information (as of version 2021.2) including information regarding your Software configuration, 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 and Configuration Data"). The Watcher Utilization and Configuration Data is saved locally to the CloudShell server machine ("CloudShell Server"). For the purpose of collection of the Watcher Utilization and Configuration Data the CloudShell Server will send, periodically, via internet connection, the Watcher Utilization and Configuration 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 and Configuration Data on the CloudShell Server sent to QualiSystems as detailed above. QualiSystems shall be entitled to make use of such Watcher Utilization and Configuration Data for and in order to enhance your usage of the Software including by offering optimization of your utilization and configuration 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 and Configuration Data will also be collected by QualiSystems during Service or Support request relating to the Software. The Watcher Utilization and Configuration Data will be collected by the CloudShell monitor (which is already inherent part of CloudShell). The CloudShell monitor should be executed on the CloudShell Server and then the Watcher Utilization and Configuration 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:
  - 5.1. 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.
  - 5.2. 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 OR YOUR SYSTEMS AND LICENSEE UNDERSTANDS THAT LICENSEE MUST DETERMINE FOR ITSELF THE NEED TO OBTAIN ITS OWN INDEPENDENT CONTROL AND MONITORING OF ITS SYSTEMS AND 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.