

TORQUE MASTER SUBSCRIPTION AGREEMENT

By using the service or clicking “Agree” you as customer are agreeing to be bound by this agreement and its Schedules (as well as the QualiSystems Torque SLA Policy, Third Party Rights and Licenses and Privacy Policy all located at <http://quali.com/legal>, or at Quali customer support center, or to be provided to you upon written request, as applicable). If you are agreeing to this agreement on behalf of or for the benefit of your employer, company or any other entity or person, then you represent and warrant that you have the necessary authority to agree to this agreement on their behalf and you and they will remain fully liable, jointly and severally, as if they were the ones to directly agreeing to the terms herein.

This Master Subscription Agreement (the “**Agreement**”) is by and between QualiSystems Ltd., and/or its affiliates (“**Quali**”), and the customer agreeing to these terms (or anyone it is acting on behalf of) (collectively, “**Customer**” or “**You**”) or anyone making use of the Services (as defined below) on Customer behalf including its employees, interested parties, contractors or any third party.

1. SCOPE OF AGREEMENT

This Agreement sets forth the terms under which Quali will provide to Customer access and usage of the cloud-based Services (as defined below) by way of a cloud based licensed software hosted by Quali or on Quali behalf, on a Service Hosting Facility (as defined below), (“**Licensed Software**”) as further specified in this Agreement and the specific purchase order separately signed between the parties (“**Purchase Order**”). “**Service**” means the Licensed Software provided by way of Software as a Service and all related services, including technical support and maintenance services, provided by Quali to Customer as further detailed in the Purchase Order. “**Service Hosting Facility**” means Amazon Web Service (AWS), on which Quali hosts the Service, or any other place where Quali may choose to host its Services from.

2. SUBSCRIPTION AND LIMITATIONS

2.1 Quali grants Customer a limited, non-exclusive, nontransferable, non-assignable, non-sublicensable, fully paid-up, revocable, worldwide license to use the Licensed Software through the Service, solely for Customer’s internal business purposes, on the applicable Customer cloud environments, according to the applicable amount and scope of the usage rights paid for under the applicable Purchased Order (“**Authorized Usage**”) and other limitations set forth in this Agreement, all for the license term paid for in the applicable Purchase Order (the “**License Term**”). All components of the Service or the Licensed Software are licensed hereunder, and no title in or to such matters pass to the Customer. Quali reserves all rights not expressly granted herein. Customer acknowledges that the Services and/or the Licensed Software may be subject to limitations, such as, for example, but without limiting the generality of the foregoing, based on the number of Users, cloud deployments, environment concurrency, etc, all as further detailed in the Purchase Order. Customer will, at all times, ensure that its use and/or its Users’ use of the Services and the Licensed Software does not exceed the Authorized Usage.

2.2 **Restrictions.** The Licensed Software should be used in accordance with terms of this Agreement and the Documentation (as defined below) provided by Quali. Except as expressly and unambiguously permitted by this Agreement, Customer may not, nor permit anyone else to, directly or indirectly (in whole or in part): (a) copy or modify any Licensed Software source code, either alone or in conjunction with any other product or program; (b) exceed the scope of license set forth in Section 2.1; (c) reverse compile or reverse assemble all or any portion of the Licensed Software; (d) distribute, disclose, market, rent, lease, lend, sublicense, or transfer to any third party the Licensed Software or use the Licensed Software in any timeshare, hosting or service bureau arrangement; (e) export the Licensed 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 Licensed Software or Documentation; (g) use the Quali, Torque, TestShell, CloudShell, or any other Quali name, logo or trademarks without a prior written consent from Quali; or (h) use the Licensed Software in any application or situation where any failure of the Licensed Software could lead directly to death, personal injury, or severe physical or environmental damage. Examples include using the Licensed 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. Quali may, immediately suspend or terminate Customer's access or its Users' access to the Service or the Licensed Software in case of breach of any of the above restrictions.

2.3 Customer Access and Usage. Customer may authorize its Users (as defined below) to access the Services and/or the Licensed Software, which access must be for the sole internal benefit of Customer and in compliance with this Agreement and the Purchase Order. It is made clear that Customer is responsible and fully liable at all times for such Users' compliance with this Agreement and the Purchase Order and for set up and management of such access and usage by such Users as further detailed in this Agreement and the Purchase Order.

"Users" means Customer's employees, representatives, consultants, contractors and agents who Customer has authorized to use the Service and/or the Licensed Software only for Customer's internal business needs and Customer's sole benefit, subject to the terms of this Agreement as a result of a subscription having been purchased or a Trial License having been activated.

2.4 Account Setup. In order to make use of the Services, Customer is required to register and have an account opened ("Account") and be requested provide certain mandatory information, such as full name and email ("Registration Data"). Customer warrants to provide true, accurate, current and complete Registration Data as prompted by the registration process and to maintain the security and confidentiality of its user name and password and any other security or access information used by it to access Account. Customer agrees that its password shall be non-transferable. Customer further warrants not to impersonate another person in its use of the Account and to designate a person on its behalf to act as Account administrator for purpose of managing and overlooking the Account, including adding or erasing Users. Quali will not be liable for any losses or damage arising from unauthorized use of Customer's Account, and Customer agrees to indemnify and hold Quali harmless for any improper or illegal use of Customer's Account.

2.5 Quali or anyone on its behalf will not access Customer systems or cloud. Notwithstanding the forgoing, Customer understands that Quali' obligations hereunder at times may not be met without access to Customer's computer systems and data stored in the Customer cloud, including Customer Data (as defined below), which shall be subject to the terms of this Agreement. Therefore, Customer agrees to provide Quali with remote access to its computer systems, data stored on the clouds, including Customer Data, and reasonable computer time and assistance as necessary to support its Account, to provide the Services or as necessary to comply with the law or a binding order of a governmental body in accordance with the terms set forth in this Agreement.

2.6 Support. Other than for a Trial Licenses (as defined below) or a free use version of the Quali software, Quali provides Customer the Service under the terms of Quali' Service Level Agreement ("Torque SLA") provided separately upon request and also available under Quali's customer portal titled [Torque SLA](#) , as may be amended from time to time.

3. CUSTOMER RESPONSIBILITIES FOR CUSTOMER DATA

3.1 Customer Owned Data. All data, blueprints, policies and information and content submitted or uploaded by Customer and/or collected by the Service or the Licensed Software for use of the Service

and/or all data and information made available to Quali in connection with this Agreement, including all title, interests and rights in connection therewith (“**Customer Data**”), remains the sole property of Customer, as between the parties. Customer grants Quali a limited, revocable, nonexclusive, non-assignable right to use and store the Customer Data solely for the purpose of providing the Services (but not in lieu of Customer’s sole liability for Customer Data storage), and to access, copy, store, process, edit, create derivative work of and make use of Customer Data (“**Data License**”), as well as access and use of Customer cloud environments and/or systems, all in accordance with the terms of this Agreement and solely for the purpose of providing the Services under this Agreement. As the exclusive owner of the Customer Data, Customer represents and warrants that it has obtained, and will maintain, all rights and authority, consents, permissions, and licenses necessary for granting the Data License, its systems and cloud environments as set forth in this Agreement. For the avoidance of doubt, it is made clear that such Customer Data will remain on Quali systems after expiry or termination of this Agreement for archival and backup purposes and to the extent required by applicable laws. Quali will not make use of such Customer Data for purpose of this Agreement after such date of expiry or termination of this Agreement, unless required by law or court ruling.

3.2 It is acknowledged by both Parties that Customer alone controls what Customer Data is submitted to, or accessed by, the Service, and is fully and solely liable for such Customer Data and access and use of it by Quali or on its behalf, including its storage and what is in such Customer Data and Quali has no knowledge or way to know what such Customer Data contains.

4. **INTELLECTUAL PROPERTY RIGHTS**

4.1 As between the parties, the Service, Licensed Software, Documentation and any other information, content, data or technologies provided by Quali as part of the provision of the Services are the exclusive property of Quali and its licensors, including the software code, scripts, graphics, form, text, content of text, workflow processes, user interface, and designs, and all right, title and interest in and to such items, including all associated intellectual property rights, shall remain only with Quali. Customer shall not remove or modify any proprietary marking or restrictive legends in the Service, Licensed Software, Documentation and any other information provided by Quali. Quali reserves all rights not expressly granted herein.

4.2 If Quali receives any feedback (which may consist of questions, comments, suggestions or the like) regarding the Services, Licensed Software, Documentation and any other information provided by Quali (collectively, “**Feedback**”), all rights, including intellectual property rights in such Feedback shall belong exclusively to Quali and such shall be considered Quali’ Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Quali all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Quali at its sole discretion, and that Quali in no way shall be obliged to make use of the Feedback.

4.3 Quali owns and may use during and after the License Term all anonymized and aggregate data within the Service or in relation to Customer’s use of the Services, only at a statistical level, regarding the level of use, performance of features of the Service or the Licensed Software (for example without limitation, location of access, number of access and times of access, duration of use, average time to resolution of an incident) for purposes of enhancing the Service or the Licensed Software as well as for technical support and other business purposes. The way this data is captured by Quali will not allow for re-identification.

4.4 Quali, Torque, TestShell, CloudShell, Quali logo and all other Quali’ product names are trademarks, are registered trademarks of Quali Ltd and/or its affiliates. The absence of trademark from this list does not constitute a waiver of Quali intellectual property rights concerning that trademark. All other company, brand and product names and logos are marks of their respective holders. Only upon receipt of Quali’

prior written consent, Customer will have the right to reference and use Quali' name and trademarks and disclose the nature or existence of the Services provided hereunder.

5. PAYMENT

5.1 Within 30 days of receipt of an invoice, Customer must pay all fees agreed to in the Purchase Order. Customer is responsible for the payment of sales, use, withholding, VAT and taxes (Quali shall be responsible for income, employment and properties tax). This Agreement may contemplate one or more purchase orders for the Service, which are governed by the terms of this Agreement. If Customer does not pay the amounts due within 7 days of the due date, Quali may immediately suspend or terminate the Service, or both. All payments shall be made by Customer to Quali in the currency stated in the Purchase Order to Quali' address on the Purchase Order or such other address as indicated by Quali. Payment obligations are non-cancellable and amounts paid are non-refundable. Any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of: (i) the rate of a half percent (0.5%) per month; or (ii) the highest amount permitted by applicable law. If Customer is legally required to withhold any income or remittance tax from amounts payable to Quali, then Customer: (a) will promptly notify Quali and the parties shall cooperate to mitigate any such withholding in accordance with applicable law; and (b) will provide Quali with the official receipt of payment of such taxes to the appropriate taxing authority. Customer will be responsible for payment of any withholding taxes and shall indemnify Quali 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.

5.2 In the event Customer and/or its Users (jointly), use the Services beyond the Authorized Usage, Quali shall have the right, including without limitation, at its sole discretion, to either charge Customer for Additional Usage Fee (as defined below) or suspend the Services.

“**Additional Usage Fee**” means the fee or fees identified on the applicable Purchase Order that will apply if Customer's use of the Services beyond the Authorized Usage.

6. TRIAL LICENSE

If Customer has registered for a Trial License, Customer will be granted a temporary, non-exclusive, revocable, non-transferable, non-sublicensable, limited right to use the Service solely for internal testing and evaluation purposes and for non production trial purposes for the time period specified by Quali under such registration (“**Trial License**”). At the end of the Trial License, Customer may choose to either subscribe to a full license by signing a specific purchase order with Quali for such ongoing Services according to the specific terms therein, or to continue to make use of a free limited capability version of the Quali software. In addition to any other limitations or disclaimers detailed in this Agreement regarding the Trial License, during and under a Trial License or a free use version of the Quali software, Quali is not committed to support the Service and is not liable for any use made by during such Trial License by Customer, on its behalf or any other User and provides no liability, representations, indemnification, or warranty whatsoever or other commitments it may choose to provide its full licensees users (including as detailed in this Agreement), including any undertaking under the Torque SLA.

7. THIRD-PARTY COMPONENTS AND APPLICATIONS; AI TOOLS AND FEATURES

7.1 **Embedded Third-Party Components.** The Service includes embedded Third-Party Components (as defined below) which are licensed to you as part of Quali Service and under such third party specific license terms and copyright notices provided separately upon request and also available under Quali's customer portal titled THIRD PARTY COPYRIGHT NOTICES (“**Third Party Rights and/or Licenses**”, as applicable). Those terms shall govern the use of any such Third-Party Components with all respects.

“Third-Party Components” means components and software products that are an integral part of the Service but are owned or licensed by third parties, including but not limited to those listed on the Third Party Rights and/or Licenses.

7.2 Integration and Use with Third-Party Applications or Services. The Services and/or Licensed Software may enable Customer, at Customer’s sole discretion, to integrate with third party services or applications including any AI tools or AI Features, and those integrations shall be at Customer responsibility and liability and are in no way or manner under the liability of Quali, including liability of Quali to how such applications or services shall effect the Services, Licensed Software or Customer’s ability or inability to use them, even if linked through or found thorough Quali, its website, products, services, etc.,. Such third party services or applications are standalone and follow their own licenses and guidelines which Customer undertakes to abide by in the event Customer chooses to use such third party services or applications. Customer shall ensure and shall be solely and exclusively liable for ensuring that the use of such third-party Services or applications, including together with the Quali products and services, is in line with such third-party licenses and restrictions, as may be updated or change from time to time. Among other things, such services or applications will or may be: (i) getting information from Quali and Quali Services or Licensed Software or controlling Quali Services or Licensed Software either via a dedicated plugin or API, in which cases such third party applications these applications must be authorized by Customer to access the Services or Licensed Software; and/or (ii) accessed by the Services or Licensed Software to pull data solely required for the Service, in which case Customer should authorize the Service or Licensed Software to access the third party application or service. Such third-party application or service providers, some of which may be listed on pages within Quali website and including providers listed under the Third-Party Rights and/or Licenses, offer products and services related to the Service, and or the services, including implementation, customization and other services related to Customers’ use of the Service or the Licensed Software, and applications (both offline and online) that interoperate with the Service such as by exchanging data with the Licensed Software and/or the Service or by offering additional functionality within the user interface of the Licensed Software and/or the Service. Quali does not warrant any such third party providers or any of their products or services, or compliance with their licenses, whether or not such products, applications or services are designated by Quali as “certified,” “validated”, enabled to be used together with or through the Quali products or Services or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any application, product or service offered by such third party provider, is solely between Customer and such third-party provider. Customer shall fully indemnify Quali and be fully liable and responsible at all times for any claims by any such third party providers for any such use made, including in connection with the Services or the Licensed Software.

7.3 If Customer installs or enables third-party services or application including but not limited to any AI tools and AI Features, for use with the Service or the Licensed Software, Customer acknowledges that Quali may allow providers of those Third-Party Components, services or applications to access Customer Data as required for the interoperation of such Third-Party Components, services or applications with the Service, including any Personal Information (as defined below) that may be contained therein. Quali shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by third-party application or component providers (including any Personal Information that may be contained therein). In addition, the Service or the Licensed Software may contain features designed to interoperate with Third-Party Components, services or applications (e.g., Github, GitLab, Bitbucket or Jenkins applications). To use such features, Customer may be required to obtain access to such third-party services or applications from their providers. If the provider of any such third-party application or services ceases to make the third-party application available for interoperation with the corresponding Service features, Quali may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

7.4 AI Features. For any or all AI based features Customer chooses to enable, open, allow, use, request, approve, or instructs Quali to use, Quali may use OpenAI products and services, including, ChatGPT 3.5

API (“**OpenAI**”) and other similar third-party vendors, to provide Customer with certain AI features, including, generative AI (collectively, the “**AI Features**”). Customer acknowledges and agrees that the use of OpenAI is subject to OpenAI’s applicable terms and policies, including, without limitation, the Terms of Use, which can be found [here](#) and the [Usage Policies](#). Quali encourages Customer to become familiar with such terms and policies before Customer uses any of the OpenAI AI Features. Customer understands and acknowledges that Quali provides AI Features on an “AS-IS” and “AS-AVAILABLE” basis, without warranties of any kind, and that Quali makes no representation or warranty regarding the accuracy, reliability, usefulness, integrity, lawfulness, title or infringement, functionality or intellectual property rights of, or relating to, the text, data, output, or suitability of OpenAI and associated AI Features for Customer's particular needs (including, without limitation, to rely on recommendations and/or tips). Customer assumes all risks associated with the use of the AI Features. Customer acknowledges that any text or output may not be unique, and that other individuals or companies may generate the same or similar text or output via AI Features and that the output may derive from a variety of sources. For those AI Features used by Customer or instructed by Customer for Quali to use, including to input, create, rewrite and/or share text, logs, content or any other information, to the maximum extent permitted by law, Customer represents, acknowledges and understands that Customer has all the necessary permissions and rights to do so, and that Customer has not and will not infringe, misappropriate or violate third party rights (including, without limitation, intellectual property rights, and proprietary or privacy rights) and/or applicable law. By using the AI Features, Customer hereby grants Quali a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sublicensable and transferable license to use, process, reproduce, distribute, adapt, transform, prepare derivative works of, display, and perform text (both the input and the output) in order to provide and improve Quali products and services. Customer agrees to fully defend, indemnify, and hold harmless Quali, our affiliates, and our respective officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including, but not limited to, reasonable attorney’s fees) arising from Customer's use, sharing and/or uploading of the AI Features and/or from the outputs (including, without limitation, suggested answers, solutions, and scripts) Customer creates, uploads, shares, downloads, and/or uses through the AI Features or Customer violation of third party rights or breach applicable laws. Customer shall be solely responsible for the outputs, the use of the outputs and deliverables created through the AI Features and the consequences of such use. Quali recommends Customer to carefully test, review, and vet the suggestions and tips before Customer uses and/or implements it to production, as Customer would do with any code, tip, recommendation and/or suggestion that incorporates material which was not originates by Customer. Notwithstanding anything to the contrary, for the error logs insights feature, you shall not include any confidential information, sensitive information and/or personal identifiable information within the error logs.

8. REPRESENTATIONS AND WARRANTIES

8.1 Quali represents that: (i) it will not materially decrease the overall security and the functionality of the Services and Licensed Software during the License Term; (ii) the Services and - Licensed Software will not introduce Malicious Code into Customers physical or virtual systems. “Malicious Code” means any code, files, scripts or programs designed to do harm (e.g. viruses, worms, time bombs, disabling code (other than for purpose of ensuring use in accordance with this Agreement) or trojan horses); (iii) the Services and Licensed Software will operate substantially in conformance with the Documentation. “Documentation” means the printed, paper, electronic or online user instructions and help files made available by Quali for use of the Services and Licensed Software; (iv) the Services and Licensed Software do not and will not infringe or misappropriate any third party’s intellectual property rights; (v) the Services and Licensed Software shall comply with all applicable laws; and (vi) it will perform all Services rendered hereunder, including support services, in a professional and workmanlike manner consistent with generally accepted industry standards.

8.2 OTHER THAN THE WARRANTIES PROVIDED IN SECTION 8.1 ABOVE, THE SERVICE AND LICENSED SOFTWARE ARE PROVIDED "AS IS", "AS AVAILABLE", AND QUALI DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, QUIET POSSESSION, NON-INFRINGEMENT OR QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE, ARE HEREBY DISCLAIMED. CUSTOMER ACKNOWLEDGES THAT USE OF SERVICE MAY NOT BE UNINTERRUPTED OR ERROR FREE. WHILE QUALI TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, QUALI DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. QUALI IS NOT LIABLE FOR ANY CONTENT USED WITH THE SERVICES, INCLUDING CUSTOMER DATA AND SHALL BE LIABLE ONLY FOR DEPLOYMENT OF THE SERVICES AND LICENSED SOFTWARE SPECIFICALLY ACCORDING TO THE TERMS OF THIS AGREEMENT. QUALI IS NOT LIABLE WITH REGARDS TO ANY THIRD PARTY PRODUCTS OR SERVICES CUSTOMER USES OR ACCESSES THROUGH THE QUALI' PRODUCTS. QUALI IS NOT OBLIGATED TO MAINTAIN OR SUPPORT THE SERVICE OTHER THEN AS EXPLICITLY SET FORT IN THIS AGREEMENT INCLUDING NO BACKWARDS COMPATIBILITY OR TO PROVIDE THE SERVICE FOR ONGOING OR ADDITIONAL SERVICE TERMS. AT ANY TIME, THE SERVICE MAY NO LONGER BECOME AVAILABLE AND CUSTOMER MAY BE REQUIRED TO IMMEDIATELY STOP MAKING ANY FURTHER USE OF IT FOLLOWING SUCH WRITTEN NOTICE FROM QUALI. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED THROUGH AWS CLOUD SERVICES (OR MAY BE PROVIDED THROUGH DIFFERENT SERVICE HOSTING FACILITY) AND QUALI DOES NOT WARRANT ANYTHING THAT IS OUT OF ITS DIRECT CONTROL. THE SERVICES AND LICENSED SOFTWARE WILL BE PROVIDED TO YOU SUBJECT TO AWS' (OR OTHER SERVICE HOSTING FACILITY) THEN APPLICABLE TERMS OF USE.

8.3 CERTAIN SUPPORTED THIRD-PARTY WEB SERVICES OR TECHNOLOGY THAT THE SERVICE INTEGRATES WITH MAY BE MADE AVAILABLE WITHIN THE SERVICE, INCLUDING IF CUSTOMER HAS AN ACCOUNT AND CONTRACT WITH THE APPLICABLE THIRD PARTY ("**THIRD PARTY SERVICES**"). QUALI HAS NO LIABILITY REGARDING THOSE THIRD PARTY SERVICES OR TECHNOLOGY, AND CUSTOMER'S CONTRACT WITH THAT THIRD-PARTY SOLELY GOVERNS CUSTOMER'S ACCESS, PAYMENT AND USAGE OF THAT THIRD PARTY SERVICE OR TECHNOLOGY. IN ADDITION, QUALI HAS NO LABILITY FOR ANY THIRD PARTY OR EXTERNAL SERVICES, INCLUDING ANY COMBINATION OF ANY KIND OF THE SERVICES AND SUCH THIRD PARTY SERVICERS, AND CUSTOMER DATA, CUSTOMER SYSTEMS OR CLOUD SERVICES WHICH THE CUSTOMER CHOOSES TO USE OR WHICH HIS SYSTEMS, CLOUD OR CUSTOMER DATA ACCESS, USE OR ARE STORED ON, INCLUDING THE SERVICES INABILITY TO ACCESS SUCH SYSTEMS, CLOUD OR CUSTOMER DATA FOR ANY REASON NOT DUE TO QUALI, AND YOU SHALL INDEMNIFY QUALI FOR ANY DAMAGE ARISING FROM OR IN CONNECTION WITH SUCH THIRD-PARTY SERVICES

9. CONFIDENTIAL INFORMATION

9.1 **Definition of Confidential Information.** Confidential Information means all non- public information disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including relating to the business affairs and practices of the Discloser (including information relating to its customers, financial information, products, strategy and business opportunities) or is intellectual property of the Discloser, will be considered and all such information shall be referred to collectively as "**Confidential Information**"). Quali' Confidential Information includes, without limitation, the Service and Licensed Software

(including without limitation, the Service user interface design and layout, blueprints and cost information), and Customer's Confidential Information includes, without limitation, the Customer Data.

9.2 Duties Regarding Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient shall limit access to Confidential Information of Discloser to those of its employees and contractors (each, a "**Representatives**"), who need such access for exercising such rights and obligations pursuant to this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement. The Recipient shall remain responsible at all times for any unauthorized use or disclosure of the Confidential Information by its Representatives and shall do all that is reasonably necessary to prevent any such unauthorized use or disclosure. If the Recipient becomes aware of any unauthorized use or disclosure of the Confidential Information by the Recipient, the Recipient shall: (i) immediately notify the Discloser in writing; and (ii) take all reasonable steps to remedy, prevent or stop the breach.

9.3 Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient prior to its disclosure by the Discloser as evidenced by written records, without breach of any obligation owed to the Discloser; (iii) is received from a third party who has the right to transfer or disclose it without breach of any obligation owed to Discloser under this Agreement; or (iv) was independently developed by the Recipient without use or access to the Confidential Information, as can be demonstrated by written records. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to Discloser, if legally permitted, to enable Discloser to seek a protective order and do whatever is reasonably necessary to ensure that any Confidential Information disclosed is treated with confidence.

10. PRIVACY

10.1 Customer 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, the "**GDPR**") in all material respects for allowing Quali to use the Customer Data, including Personal Information, provided by Customer in accordance with this Agreement, including, without limitation, the provision of such Customer Data to Quali, the transfer of Customer Data by Quali to its affiliates subcontractors and other third parties as necessary for providing the Services under this Agreement, including transfers outside of the European Economic Area). These affiliates, subcontractors and other third parties are required not to use such Customer Data for any purpose other than to provide services to Quali or to Customer on Quali behalf. They are also required to protect such Customer Data with adequate reasonable security measures.

10.2 Quali will use personally identifiable information Customer may provide Quali (including through the Customer Data), that Customer may upload onto the Licensed Software or through the Account or Services or that Quali may collect or obtain from Customer in connection with the Services (collectively, "**Personal Information**"), all in accordance with Quali' Privacy Policy which is available at <http://quali.com/legal> ("**Privacy Policy**"). Notwithstanding the above, it is made clear that Customer is not legally obligated to provide Quali any Personal Information, and Customer hereby confirms that providing Quali such Personal Information is at own free will. In those cases, where it should become applicable, Customer should request from Quali its Data Processing Agreement ("**DPA**") which is located at <http://quali.com/legal> and return it signed to Quali as described therein.

10.3 Subject to Quali' Privacy Policy, Customers hereby acknowledges and accepts that Quali shall be entitled to make use of the Registration Data, Customer Data or any other Personal Information for the purposes detailed in the Agreement, as well as for sending Customer the Documentation, Quali'

newsletters marketing and promotional material, use instructions, registration and other instructions or answer to Customer's questions and specifically opt in to receiving such information. If Customer chooses not to provide mandatory Personal Information as detailed in the Privacy Policy, Customer may be unable to access certain services that involve Quali interaction with Customer. Quali may record Customer's use of the Services through a session recording tool. The recordings will be deleted 30 days after they were recorded. To the maximum extent permitted by law, Customer hereby agrees to such session recordings and to their use for the purposes of Quali's improvement of the Services and as further described in Quali's Privacy Policy.

10.4 Customer may choose not to receive future promotional, advertising or other Service-related emails from Quali by selecting an unsubscribe link at the bottom of each email that Quali sends. Even if Customer opt out of receiving the foregoing emails, Quali may still send Customer a response to any service questions, "Contact Us" request as well as administrative emails that are necessary to facilitate Customer's use of the Service the Licensed Software or Account.

10.5 **Data Transfer.** As detailed in this Agreement and further in the Privacy Policy, Quali may choose to host the Services and provide them through a cloud or engage third party providers to host or provide features of the Service, including through their cloud or hosting services as well as have the Services reviewed and tested by third party advisors or auditors, including to ensure internal procedures, security and availability. Accordingly, Customer acknowledges and agrees that the Customer Data it provides to Quali, including Personal Information or other data that Quali has access to or collects from Customer in connection with providing the Services, as described in this Agreement and the Privacy Policy, may be transferred or exposed to, stored, maintained, or processed by such third parties or hosted with such third party service providers on servers that they own or control (including when such third party service providers or their servers are located outside the European Economic Area or other countries which are not subject to an "Adequacy Decision"). This transfer, storage, maintenance, processing and other authorized activities (as those shall be detailed in the applicable DPA, as applicable) will be performed in accordance with the applicable privacy and security laws and standards (including the GDPR, as applicable).

10.6 In the event Customer 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 Quali, then: (a) to the maximum extent permitted by law, Customer shall be fully liable for any such breach, violation, infringement and/or processing of Personal Information without a DPA by Quali and Quali' affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); (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 Information without a DPA, Customer shall defend, hold harmless and indemnify Quali and Quali' 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; and (c) the limitation of Customer's liability under Section 11 below shall not apply in connection with this Section 10.

11. **LIMITATION OF LIABILITY**

11.1 NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION, COSTS OF DELAY; LOSS OR UNAUTHORIZED ACCESS OF DATA OR INFORMATION; AND LOST PROFITS OR ANTICIPATED COST SAVINGS.

11.2 QUALI'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID

BY CUSTOMER TO QUALI UNDER THIS AGREEMENT WITHIN THE 12 MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM; EXCEPT FOR QUALI INDEMNIFICATION OBLIGATION UNDER SECTION 12.1 BELOW, OR CLAIMS DUE TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND OR BREACH OF CONFIDENTIALITY, UNDER WHICH QUALI TOTAL LIABILITY WILL BE LIMITED TO THE LESSER OF: (A) 3 TIMES THE AMOUNT PAID BY CUSTOMER TO QUALI UNDER THIS AGREEMENT WITHIN THE 12 MONTHS PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM; OR (B) \$500,000. NOTWITHSTANDING THE ABOVE, IT IS MADE CLEAR THAT UNDER A TRIAL LICENSE OR A FREE USE VERSION OF THE QUALI SOFTWARE, QUALI HAS NO LIABILITY WHATSOEVER, INCLUDING UNDER SECTION 12.1.

12. INDEMNIFICATION

12.1 Quali will, subject to final court ruling, defend, indemnify and hold harmless, at its expense, Customer together with its officers, directors, shareholders, agents and employees against any third-party actions, suits, demands, proceedings, claims, that the use of the Service, and/or Licensed Software, strictly in accordance with this Agreement, and not related to Customer Data, Customer systems and/or Customer cloud: (i) violates or misappropriates a copyright, patent, trademark or other intellectual property right of a third party; or (ii) violates any applicable laws or regulations; and will pay any ruled or settled costs, losses, judgements, settlements, expenses, damages and reasonable attorneys' fees in connection with such claim. The above indemnification subject to Customer: (a) promptly notifying Quali of the claim in writing (provided that any delay or failure to provide such notice will not relieve Quali of its obligations except to the extent such delay or failure prejudices the defense of the claim); (b) cooperates in a commercially reasonable manner with Quali in the defense; (c) allows Quali to solely control the defense or settlement of the claim. Quali will only settle a claim without consulting Customer if it contains no admission of liability or financial obligation on the part of Customer; and (d) Customer will not admit any such claim or make any payments with respect to such claim without the prior written consent of Quali. Quali shall have no liability for any claim if the alleged claim results from: (i) an unauthorized modification of the Services or the Licensed Software by the Customer or anyone other than Quali or someone acting on its behalf, if a claim would not have occurred but for such modifications; (ii) is based on the combination of the Services or the Licensed Software with software or equipment not supplied or approved by Quali where such combination forms the basis for such claim unless the combination was contemplated in Quali' applicable Documentation; or (iii) is based on the use of the Service or Licensed Software other than in accordance with this Agreement or the Documentation. Quali has no obligation for any claim arising from Customer Data. This Section states Quali' entire liability and Customer exclusive remedy for such third party claims.

12.2 In addition, to the extent that Quali believes that the Service and/or the License Software may infringe third party rights, Quali shall have the right at its sole option and expense to either: (i) provide Customer with an error correction or work-around that corrects the reported non-conformity without affecting the Services and/or Licensed Software functionality or performance; or (ii) obtain for Customer the right to continue using the Services and/or Licensed Software (or part thereof); provided, however, that if Quali determines such remedies to be impracticable within a reasonable period of time, Quali may terminate the Agreement for the affected Services and or Licensed Software (including any outstanding obligations with respect thereto) upon written notice to Customer and Customer shall be entitled to receive a pro-rated refund of any unused fees Customer has pre-paid for use of the Services and or Licensed Software for the remaining unused period following the termination date.

12.3 Customer will indemnify, defend and hold harmless Quali 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: (i) Customer use of the Services or the Licensed Software not in accordance with the terms under this Agreement, the Third Party Rights and/or Licenses or the AWS (or other Service Hosting Facility Terms, other than Quali liability to defend and settle third party claims as detailed in section 12.1 above) or which is related to Customer's systems or customer's cloud

(including any third party service providers related thereto); or (ii) Customer Data, Customer's systems or customer's cloud (including any third party service providers related thereto) infringe third party intellectual property rights, privacy rights or any other applicable law. The above indemnification obligation shall be subject to the following conditions: (i) Customer is promptly notified in writing and furnished a copy of each communication notice or other action relating to the claim, suit or proceeding; (ii) at Customer's sole expense, Customer is given by Quali authority, information and assistance necessary to defend or settle such claim suit or proceeding in such manner as Customer shall determine; provided Customer will only settle a claim without consulting Quali if it contains no admission of liability or financial obligation on the part of Quali; (iii) Customer is given sole control of the defense; and (iv) Quali will not admit any such claim or make any payments with respect to such claim without the prior written consent of Customer.

12.4 THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND QUALI' SOLE LIABILITY FOR ANY CLAIMS, INCLUDING INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. Other than as specifically stated above in this section 12.1, Customer agrees that Quali shall have no liability whatsoever for any use by Customer or its Users of the Services and/or the Licensed Software.

13. TERM AND TERMINATION

13.1 **Term.** This Agreement continues until the applicable Purchase Orders expire and may not be terminated by Customer prior to expiration of such applicable Purchase Order term, except as provided in this Agreement. All Purchase Orders automatically renew for additional 1 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.

13.2 **Termination for Material Breach and Bankruptcy.** Each party may terminate this Agreement immediately upon written notice to the other party if the other Party commits a material breach under this Agreement and, if curable, fails to cure that breach within 10 days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be 7 days). Each party may terminate this Agreement upon written notice to the other party upon the occurrence of any of the following events in respect of such other party: (a) a receiver is appointed for the other party or its property, which appointment is not dismissed within 30 days; (b) the other party makes a general assignment for the benefit of its creditors; (c) the other party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within 30 days; or (d) the other party is liquidating, dissolving or ceasing normal business operations. In any case of termination by Quali under this Section, Customer shall remain fully liable for all owed and unpaid fees to Quali and if necessary Quali shall issue a final invoice therefor.

13.3 **Effect of Termination.** Upon termination of this Agreement for any reason: (a) Customer shall immediately cease all access and use of the Services and/or the Licensed Software thereunder; (b) each party will permanently erase and/or return all property and any Confidential Information including any and all copies thereof, in all forms and types of media of the other party that in its possession or control. A party will confirm its compliance with this erasure or return requirement in writing upon a written request by the other party. Customer Data will, after expiry or termination of this Agreement, be permanently deleted or removed from Quali. Notwithstanding the foregoing, Quali shall be permitted to retain Customer Data that would be unreasonably burdensome to destroy (such as archived computer records) or to the extent required to comply with applicable law, rules or regulations, provided that any Customer Data so retained herein shall remain subject to the terms of this Agreement.

14. SUSPENSIONS AND AUDITS

14.1 **Suspension of Service** Quali reserves the right to temporarily or permanently suspend the provision of the Service and/or Licensed Software: (a) if it in good faith believes that, as part of using the Service and/or Licensed Software, Customer or its Users have violated or may violate a law or any provision of this Agreement; (b) if Quali reasonably determines suspension is necessary to avoid material harm to Quali or its other customers, including if the Services' cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Quali' control; or (c) as required by law or at the request of governmental entities. Quali will attempt to provide prior notice, but not providing such prior notice shall not harm Quali immediate ability to suspend or terminate the Services and/or Licensed Software as detailed above. In no event will any such termination or suspension give rise to any liability of Quali to Customer for a refund or other compensation.

14.2 **Audit.** Not more than once a year and upon Quali' written request, Customer will furnish Quali with a certification signed by an officer of Customer verifying that the Licensed Software is being used pursuant to the terms of this Agreement.

15. **GOVERNING LAW AND FORUM**

This Agreement is governed by the laws of the State of New York, without regard to conflict of laws principles. Any dispute arising out of or related to this agreement must be exclusively determined by in the courts of New York, New York.

16. **MISCELLANEOUS**

16.1 **Further Contact.** Quali may contact Customer regarding new Service features and offerings, including by way of email or any format Quali sees appropriate.

16.2 **Money Damages Insufficient.** Violation of the other party's intellectual property rights or confidentiality obligations could cause irreparable injury or harm to the other party. Accordingly, The other party may seek a court order to stop any breach or avoid any future breach, without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith.

16.3 **Entire Agreement and Changes.** This Agreement, external documentation referred hereto such as, Torque SLA and Documentation, and each Purchase Order constitute the entire Agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. Neither party is relying on any representation concerning this subject matter, oral or written, not included in this Agreement and/or in the applicable Purchase Order. No representation, promise or inducement not included in this Agreement is binding. No modification of this agreement is effective unless both parties sign it or agree to it as part of an online electronic process, and any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable.

16.4 **No Assignment.** Neither party may assign or transfer this Agreement or a Purchase Order in any way or manner including to a third party without the other party's prior written consent, not to be reasonably withheld; except that such consent shall not be required in connection with any merger, consolidation or reorganization or a sale of all or substantially all of such party's business or assets relating to this Agreement to an unaffiliated third party.

16.5 **Independent Contractors.** The parties are independent contractors with respect to each other.

16.6 Enforceability and Force Majeure. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond their reasonable control, including, without limitation, acts of God, governmental orders or restrictions, fire, or flood (a “**Force Majeure Event**”), provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto without undue delay and uses reasonable efforts to overcome such circumstances; and provided further that upon cessation of such Force Majeure Event such party shall thereupon promptly perform or complete the performance of its obligations hereunder. In the event that a Force Majeure Event makes performance of the obligations herein impossible to fulfil for a period of 30 days or more, a party (other than the non-performing Party) will be entitled to terminate this Agreement.

16.7 Order of Precedence. If there is an inconsistency between this Agreement and the applicable Purchase Order, the applicable Purchase Order shall prevail.

16.8 Survival of Terms and no CISG. The provisions of this Agreement that, by their nature and content, must survive termination or expiration of this agreement, shall so survive. The UN Convention on Contracts for the International Sale of Goods does not apply.

16.9 Export Control. Each party must comply with the export control laws of the United States and other applicable countries.

Updated: September 13, 2023