

CUSTOMER LABS COLLABORATION TERMS AND CONDITIONS (“CLC Terms”) of QA USA, Inc. (formerly Cloud Academy Inc.) whose principal place of business is at 530 Fifth Avenue, Suite 703, New York, NY 10036. These CLC Terms are effective from 18 June 2024 and incorporate the General Terms of Sale (“General Terms”) and SaaS Terms and Conditions (“SaaS Terms”) both available at <https://www.qa.com/legal-privacy/>.

1. DEFINED TERMS

1.1. Definitions in the General Terms and the SaaS Terms shall apply to these CLC Terms and capitalized terms used but not otherwise defined shall have the following meanings:

Deliverables: means all documents, work product, and other materials that are delivered to Customer or prepared by Cloud Academy in the course of performing the Services;

Focus: the development, customization and/or bespokeing of content on the Platform by or at the direction of the Customer or their Users.

Input: in relation to a party, the services, resources, workforce or other tangibles or intangibles that such party provides in accordance with this agreement in relation to a Project, as set out in a Project Schedule.

Project: means a project agreed by the parties in accordance with Condition 2, in relation to which the parties will collaborate in accordance with this agreement, as further described in a particular Project Schedule.

Project Period: subject to earlier termination in accordance with these CLC Term, the period from the start date to the end date for a Project, as set out in a Project Schedule.

Project Schedule: a document specifying particulars in relation to a particular Project, agreed by the parties in accordance with Condition 2.

Supplier Pre-Existing Materials: means the pre-existing materials specified in a Statement of Work, as well as all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Supplier in connection with performing the Services, in each case developed or acquired by the Supplier prior to the commencement or independently of this CLC;

“Statement of Work” or “SOW” means each Statement of Work entered into by the Parties describing the Services to be performed to Customer.

2. PROPOSALS AND PROJECTS

2.1. Both parties agree that these CLC Terms shall apply when either party (“**Proposing Party**”) wishes to propose to the other party (“**Receiving Party**”) a Project falling within the scope of the Focus.

2.2. The Customer and the Supplier shall collaborate in relation to Project Schedules agreed in accordance with this Condition 2.

2.3. A Proposing Party may submit a proposal for a proposed Project falling within the scope of the Focus to the Receiving Party at any time. The proposal shall contain high level details of the proposed Project, including an indication of the parties’ likely respective Inputs and any Charges the Supplier proposes to make for the Services.

2.4. On receipt of a proposal, the Receiving Party shall consider it, provide the proposing party with its comments and the parties shall then discuss whether they wish to formalise the proposal so that it becomes a Project. Either party may, in its absolute discretion, decline to agree to formalise a proposal into a Project.

2.5. In order to formalise a proposal into a Project:

2.5.1. either party may submit to the other a draft Project Schedule. Such document shall be based substantially on the template Project Schedule set out in Schedule 1, but it may include additional matters or exclude matters contained in the template that are not relevant to the particular Project; and

2.5.2. each party may sign the Project Schedule or decline to do so. A Project Schedule shall not have operative effect under this agreement unless it is signed by both parties. Once signed by both parties, a Project Schedule becomes part of these CLC Terms.

2.6. Unless terminated earlier in accordance with these CLC Terms each Project Schedule has contractual effect during the applicable Project Period.

2.7. Each party shall in relation to the obligations allocated to it in a Project Schedule agreed in accordance with this Condition 2:

2.7.1. perform such obligations, including by providing the Inputs in accordance with timeframes or milestones (if any) specified in the Project Schedule;

2.7.2. use reasonable care and skill in performing such obligations;

2.7.3. comply with good industry practice;

2.7.4. comply with all laws applicable to it;

2.7.5. obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations; and

2.7.6. ensure that the Inputs it provides conform with descriptions and specifications (if any) set out in the applicable Project Schedule.

2.8. Each party shall ensure that it uses employees [or agents] in performing its obligations under a Project Schedule who are suitably qualified and experienced.

3. SERVICES

3.1. The Supplier shall provide the Services to the Customer as described in more detail in each Order or Statement of Work that relate to the Project in accordance with these CLC Terms.

3.2. Each Order or Statement of Work shall include the following information, if applicable:

3.2.1. a detailed description of the Services to be performed pursuant to the Project;

3.2.2. the date upon which the Services will commence and the term of such SOW related to the Project;

3.2.3. the Charges to be paid to the Supplier under the SOW or the Order as it relates to the Project;

3.2.4. Services implementation plan, milestones and payment schedules;

3.2.5. any criteria for completion of the Services; and

3.2.6. any other terms and conditions agreed upon by the Parties in connection with the Services to be performed pursuant to such SOW and the Project.

4. SUPPLIER OBLIGATIONS

4.1. The Supplier shall:

4.1.1. appoint a Supplier employee to serve as a primary contact with respect to the applicable Order;

4.1.2. appoint Supplier Personnel, who shall be suitably skilled, experienced, and qualified to perform the Services;

4.1.3. review each Focus and provide written approval within a reasonable timeframe;

4.1.4. before the date on which the Services are to start, obtain, and at all times during the provision of Services detailed in the applicable Order or SOW, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; and

4.1.5. comply with all rules, regulations, and policies of the Customer that are communicated to the Supplier in writing, including security procedures concerning systems and data and remote access thereto.

4.1.6. The Supplier is responsible for all Supplier Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers’ compensation insurance payments, and disability benefits.

5. CUSTOMER OBLIGATIONS

5.1. The Customer shall (and shall procure that its Users shall):

5.1.1. cooperate with the Supplier in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to the applicable Order or SOW;

5.1.2. respond promptly to any of the Supplier’s request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Supplier to perform Services in accordance with the requirements of the applicable Order or SOW;

5.1.3. provide such information as the Supplier may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

5.1.4. provide reasonable advance notice to the Supplier of any anticipated changes in resource usage that may lead to additional costs;

5.1.5. undertake immediate and effective remediation efforts to eliminate, correct or neutralize any errors, malfunctions, viruses, malware or other detrimental elements related to the Input and/or Focus;

5.1.6. not interfere with the operation or delivery of the Services or any User’s receipt of the Services, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting or sharing personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Services;

5.1.7. not sell or transfer access or enjoyment of the Services or any of the Deliverables to any third party in whole or in part;

5.1.8. not abuse any part of the Platform for non-educational purposes or for any reason other than related to the Deliverables or Services;

5.1.9. procure any necessary Platform licenses required for the Supplier to deliver the Services; and

5.1.10. promptly, and in any event in accordance with terms of the applicable Order, pay any and all Charges in relation to the Focus or Input (as applicable).

5.2. If the Supplier performance of its obligations under this CLC or any Order or SOW is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, the Supplier shall not

be deemed in breach of its obligations under this CLC or the applicable Order or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. For the avoidance of doubt, implementation of the Project may impact service timelines. The Supplier shall not be held liable for any delays caused by the Focus.

- 5.3. The Customer shall not seek in whole or in part to reverse engineer any part of the Platform or is underlying code base without the prior written consent of the Supplier and only if so permitted in a sandboxed environment at the control and direction of the Supplier. All Focus should be reversible and fully adaptable. The Supplier reserves the right to request at any point during the term of this CLA agreement and the Customer shall promptly and within five (5) business days comply with the Supplier's instructions to reverse the Focus and restore the Platform to its form prior to the Project.

6. CHANGE ORDER

- 6.1. An Order or SOW may be amended by the mutual agreement of the parties, evidenced by a written Change Order ("Change Order") signed by both parties. A Change Order will be required if there is a significant change in the scope of the Services to be provided under the Order or SOW. The Change Order will describe any changes in the Services provided by the Supplier, any changes in the schedule for completion of any such Services, any changes to the assumptions, dependencies or conditions set forth in the Order, and any additional Charges for such changes. Each Change Order will act as an amendment to the relevant Order or SOW, and upon its execution, the Supplier will provide Services pursuant to the terms of the Order or SOW as modified by the Change Order. Additional costs, if any, associated with each Change Order shall be added to the Charges payable under the applicable Order or SOW. No Change Order shall be effective unless it is in writing and has been signed by both parties. Any changes made to the Customer's requirements, description of work, and/or completion of work, either by the Supplier or the Customer are null and void unless documented and signed and dated by the parties.

7. CHARGES AND PAYMENTS

- 7.1. Except as provided for in Condition 7.2, each party shall be responsible for its own costs incurred in connection with each Project and these CLC Terms including all Inputs it provides.
- 7.2. If a Project Schedule provides that a party is responsible for paying the other party any Charges, such Charges shall be invoiced and paid for in the Currency specified in the Project Schedule, Order Form or SOW in accordance with Conditions 8.
- 7.3. The Customer agrees to reimburse the Supplier for all reasonable travel and out-of-pocket expenses incurred by the Supplier in connection with the performance of the Services that have been approved in writing by Customer.
- 7.4. Notwithstanding any other provision of these CLC Terms, the Customer agrees to pay all Charges associated with any Focus or Input, as applicable, in accordance with the relevant Order

8. INVOICING AND PAYMENT

- 8.1. If an applicable Charges or Project Schedule provides that a party will pay the other party any Charges in relation to a Project, the other party may issue invoices for such Charges:
 - 8.1.1. in accordance with the invoicing procedure (if any) provided for in the Project Schedule; or
 - 8.1.2. if no invoicing procedure is provided for in the Project Schedule, at the end of each calendar month.
- 8.2. Unless otherwise provided in a Project Schedule, the Charges specified in the applicable Order and/or Project Schedule are exclusive of tax, which shall be included in invoices and payable (if applicable), in addition to the Charges.
- 8.3. The Customer shall pay an invoice issued to it in accordance with this agreement within 30 days of the date of the invoice. Any failure by the Customer to make payment due then Condition 11.2.2 of the General Terms shall apply.

9. INFORMATION FLOW AND PROJECT MANAGEMENT

- 9.1. To enable the Customer to maximise the benefits of the Project, each party shall:
 - 9.1.1. engage the other in planning discussions in relation to the Focus from time to time;
 - 9.1.2. keep the other party informed about its own progress in relation to each Project; and
 - 9.1.3. facilitate regular discussions between appropriate members of its personnel and those of the other party in relation to each Project, including in relation to:
 - 9.1.3.1. performance and issues of concern in relation to each Project;
 - 9.1.3.2. new developments and resource requirements;
 - 9.1.3.3. compliance with deadlines; and
 - 9.1.3.4. such other matters as may be agreed between the parties from time to time.

10. TERM

- 10.1. These CLC Terms begins on the date indicated in an Order, or if not so indicated, then upon Customer's execution of an Order referencing these CLC Terms and, unless terminated earlier pursuant to the Order or these CLC Term's express provisions, will continue in effect thereafter until the completion of the Services under the Order (the "Term").
- 10.2. Each Order shall commence on the start date set forth therein and terminate on the end date specified therein (the "Initial Service Period"), unless earlier terminated in accordance with the provisions of these CLC Terms. Certain Services are of an ongoing, indefinite duration, and the Order may allow for renewal periods after the Initial Service Period. The Initial Service Period and each renewal period thereafter shall automatically renew for subsequent renewal periods equal in duration to the Initial Service Period (each, a "Renewal Service Period"), unless either party provides notice of non-renewal at least sixty (60) days prior to the scheduled renewal date. Together, the Initial Service Period and each applicable Renewal Service Period constitute the "Service Term" of the applicable Order. The Supplier shall not increase the Charges applicable to any Order during the Initial Service Period. Following the expiration of the Initial Service Period, the Supplier may increase the Charges once per year, such increase to be effective on each anniversary of the commencement of the Service Term, by providing notice to Customer no later than sixty (60) days in advance of the date on which such increased Charges shall take effect. Customer will pay all Charges and expenses up through the effective date of termination or expiration of an Order.

11. CONSEQUENCES OF TERMINATION

- 11.1. Upon termination or expiration of this Contract for any reason all outstanding Charges for Services or Deliverables provided or in the process of being created for delivery under any Order and/or SOW shall become payable.
- 11.2. Termination by the Supplier of a Contract in accordance with Condition 11.1 or 11.2.2 of the General Terms shall permit the Supplier to terminate any or all Orders or SOWs in place between the Supplier and the Customer or any Affiliate of the Customer.
- 11.3. Upon expiration or termination of these CLA Terms for any reason, Customer shall (i) return to the all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the Suppliers' Confidential Information, (ii) permanently delete all of the Suppliers' Confidential Information from its computer systems, and (iii) upon the Supplier's written request, certify in writing that it has complied with the requirements of this clause. No expiration or termination will affect Customer's obligation to pay all Charges, fees or expenses that may have become due before such expiration or termination or entitle Customer to any refund.

12. WARRANTIES

- 12.1. The Customer warrants and represents that any input, configuration or customization of the Platform, including but not limited to, an Input or Focus provided by the Customer or Users at its or their direction or action shall comply with Applicable Laws, regulations and industry standards and is their sole responsibility with respect to accuracy, legality and functionality.
- 12.2. The Customer warrants and represents that neither it or any of its Users will introduce any malicious code, malware, or undertake any harmful acts on the Platform and it will promptly notify the Supplier in the event it becomes aware of any such risks, security vulnerabilities or other issues that may affect the Platform.
- 12.3. The Customer warrants and represents that it has all the right title and interest in the ownership of any Intellectual Property or other materials that it utilizes, uploads or incorporates into the Platform, including but not limited to any content, data or materials (the "Customer Materials") uploaded or incorporated into the Platform by any User and that the use of such Customer Materials on the Platform does not and will not infringe upon the intellectual property rights of any third party.
- 12.4. The Supplier warrants that it shall perform the Services:
 - 12.4.1. in accordance with the terms and subject to the conditions set out in the Order and the CLC Terms;
 - 12.4.2. using Supplier Personnel of industry standard skill, experience, and qualifications; and
 - 12.4.3. in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- 12.5. The Supplier's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be to reperform any breaching component of the Service.

- 12.6. The foregoing remedy shall not be available unless Customer provides written notice of such breach within 20 days after performance of such Service by the Supplier.
- 12.7. The Supplier's exclusive warranty, and the remedy provided for breach thereof, shall not apply to damage or deficiencies resulting from accident, alteration, modification, foreign attachments, misuse, tampering, negligence, improper maintenance or abuse.
- 12.8. THE SUPPLIER MAKES NO WARRANTIES FOR THE SERVICES EXCEPT FOR THAT PROVIDED IN THIS CONDITION 10. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONDITION 10, THE SERVICES, DELIVERABLES, THE SUPPLIER'S PRE-EXISTING MATERIALS, AND OTHER SUPPLIER INTELLECTUAL PROPERTY ARE ALL PROVIDED "AS-IS," AND THE SUPPLIER AND ITS AFFILIATES AND LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES ARISING OUT OF OR RELATED TO THESE CLC TERMS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE SUPPLIER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE SUPPLIER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR DELIVERABLES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The Supplier and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Supplier's Pre-Existing Materials, including all intellectual property rights therein. To the extent that Cloud Academy incorporates any of the Supplier's Pre-Existing Materials into the Deliverables, and effective upon full and final payment by the Customer for the Deliverables required by an Order, the Supplier hereby grants to Customer a royalty-free, non-exclusive, nontransferable, internal use license to use such Supplier Pre-Existing Materials solely in connection with Customer's use of the Deliverables in accordance with any limitations set forth in the applicable Order. Nothing in these CLC Terms shall be deemed to permit the Customer to disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify or transfer of the Supplier's materials to a subsidiary, affiliate, or third party without the prior, written consent of the Supplier. The foregoing license granted does not (unless expressly identified in a SOW) encompass any third party tools which the Supplier may use in connection with the Services. All other rights in and to the Supplier's Pre-Existing Materials are expressly reserved by the Supplier.

14. DATA PROTECTION

- 14.1. The Data Protection Addendum available at <https://www.qa.com/legal-privacy/> is incorporated into these CLC Terms.
- 14.2. The Supplier shall be a Data Processor where it is Processing Personal Data (as all terms are defined in the Data Protection Addendum) for the purpose of its role in delivering Services to the Customer.

15. GENERAL

- 15.1. All provisions, which by their nature or context require survival to fulfil their essential purpose, shall survive any expiration or termination of the Contract, including Condition 8 (Usage Data), 11 (Warranties), 12 (Intellectual Property Rights, and 14 (General).
- 15.2. The Customer acknowledges and agree that the Services are provided on a non-exclusive bases and that the Supplier retains the right to perform the same or similar type of Services for third parties during the Term of any Order and/or SOWs incorporating these CLA Terms and indefinitely thereafter.



Schedule 1: Project Schedule