



Title: General Terms and Conditions
Subject: Qentinel Digital Services
ID: Qentinel-DigitalServices-GeneralTermsAndConditions-EU-190430
Date: 2019-April-30

1 SCOPE

This terms and conditions document sets forth the terms and conditions applied to usage of Software delivered by Qentinel to the Customer.

2 DEFINITIONS

Agreement means the same as Main Agreement.

Affiliate (of a Party) means any legal entity which controls, is controlled by, or is under common control with the Party, as applicable, where "control" for the purposes of this definition, shall be understood as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legal entity, whether through the ownership of voting stock, by contract, or otherwise.

Cloud Software means software-based service or "Software as a Service" delivered to Customer by Qentinel over the internet.

Customer means the Party that is purchasing goods and/or services under a Main Agreement.

Customer Material means the information and material transferred or otherwise disclosed or given access to Qentinel on behalf of the Customer for the purpose of performing the Agreement.

Confidential Information means all information disclosed by a Party to the other Party, 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.

General Terms and Conditions means this agreement document.

Main Agreement means an agreement under which Customer purchases goods and/or services from Qentinel and where this Terms and Conditions document is attached as a part of the Main Agreement.

On-Premise Software means Qentinel software installed and operated in Customer's premises or other premises designated by the Customer.

Party means Qentinel or Customer.

Price List means the published price list of the Usage Fees.

Professional Services means consulting or other professional services that are related to Software and delivered to Customer by Qentinel or a third party.

Qentinel means a Qentinel Oy, registered in Finland and whose business id is FI23615892 and any of its affiliates.

Qentinel Material means the information and material transferred or otherwise disclosed by Qentinel to Customer for the purpose of performing the Agreement.

Usage Fee means a recurring usage-based fee invoice to Customer by Qentinel for the use of the Software.

Software means Qentinel Pace robotic software testing platform and any ancillary software tools included thereto.

Terms and Conditions means this terms and conditions documents.

3 GENERAL RESPONSIBILITIES AND OBLIGATIONS

Qentinel shall provide the Software in accordance with the applicable Main Agreement.

Any warranties with respect to the Software, and the remedies set forth in these Terms and Conditions or in the Main Agreement including any of its appendices are exclusive and in lieu of all other warranties or conditions, whether express or implied, or statutory, including the implied warranties of non-infringement, merchantability, satisfactory quality, and fitness for a particular purpose. All such implied or statutory warranties or conditions are accordingly hereby excluded to the greatest extent permitted by law.

The Customer shall be responsible for carrying out the tasks and actions for which it is stated to be responsible in the Main Agreement, with due care. The Customer shall provide Qentinel with necessary and correct information as well as providing, as agreed, access to the relevant programs for the supply of the Software. The Customer shall be responsible for the information and instructions given to Qentinel. In addition, the Customer shall provide to Qentinel such cooperation, assistance and information as Qentinel may reasonably request in order to enable Qentinel timely to supply the Software.

4 ACCEPTANCE OF DELIVERY

The Delivery is deemed accepted when the Customer has received access to Software and started using it.

Acceptance of Customer-specific deliverables, if any, shall be agreed separately, case by case.

5 RIGHTS TO THE SOFTWARE

Copyright and all intellectual property rights to the Software and Qentinel Material, as well as all modifications thereto, belong to Qentinel.

The Customer is granted the nonexclusive right to use the Software and other related material as well as the modifications made thereto by Qentinel. This right to use is valid only for the period specified in the applicable Main Agreement and to the purpose and scope defined in the Main Agreement. The Customer is not authorized



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to sell, license or otherwise transfer to any third party the Software or other material or any modifications thereto made by Qentinel; or to assign or otherwise transfer the right to use the Software, material or modifications.

The Customer is granted an unlimited right to use the reports and outputs resulting from the Customer's use of the Software. Such right of use continues after termination of the Main Agreement. Customer's all other rights to use the Software and related materials terminate fully upon termination of the Main Agreement.

The Customer is not authorized to make or have a third party make modifications to the Software therein, the documents or other material.

The Agreement does not affect the rights that relate to background material that the Parties have disclosed to each other for the performance of their commitments under the Main Agreement.

The Customer has all the intellectual property rights to Customer Material it has or it creates. The Customer is responsible for the Customer Material and for any infringement by such Customer Material of any third party rights or violation by the Customer Material of any applicable law.

Qentinel is entitled to use the Customer Material for the purposes of performing the Main Agreement.

Qentinel may use the information resulting from the use of the Software in aggregate form with other use-related information, among other things, as benchmark information and for the purpose of analysis, and it may deliver it to subcontractors for research or other purposes. Qentinel shall ensure that any Confidential Information of the Customer cannot be differentiated or associated with the Customer's name when so aggregated.

Qentinel will destroy any Customer's personal data upon 60 days after termination or expiration of the Software Subscription Agreement. Qentinel's obligation to retain any other Customer data or material ends sixty (60) days after termination or expiration of the Software Subscription Agreement. Thereafter, Qentinel is entitled to destroy or to retain the Customer material, where Qentinel is required to do so by a mandatory law or regulation or by governmental authorities.

6 PRICES AND PAYMENT

Unless specifically otherwise agreed in the Main Agreement, Qentinel will invoice a Usage Fee to the Customer. The amount of the Usage Fee is based on the volume of the use of the Software as defined in Qentinel's current Price List.

Unless otherwise agreed in writing, the Usage Fee will be invoiced monthly in advance.

Unless otherwise agreed in writing, the term of payment is 30 days.

Customer may purchase additional Professional Services related to the use of the Software from Qentinel or a third party. The price of such Professional Services is separate from the Usage Fee and therefore separately agreed.

7 WARRANTY

QENTINEL, ITS AFFILIATES AND RESELLERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SOFTWARE, DATA MADE AVAILABLE FROM OR BY THE SOFTWARE, QENTINEL CONTENT, OR QENTINEL SUPPORT SERVICES FOR ANY PURPOSE. TO THE EXTENT PERMITTED BY LAW, THE SOFTWARE, QENTINEL CONTENT AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. QENTINEL DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SOFTWARE AND THE SUPPORT SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

8 USE OF THE SOFTWARE, DATA SECURITY, PROCESSING OF PERSONAL DATA AND BACKUP

The Customer shall be responsible for the acquisition and maintenance of its own equipment, connections and software needed for the use of the Software.

The Customer shall be responsible for the protection of its data programs and for the network and other similar costs related to the use of the Software. In case the Software or a part of it is provided as On-Premise Software or otherwise integrated with Customer's environment the Customer shall be responsible for making the Customer equipment, connections, software and programs compliant with the requirements of the use environment provided by Qentinel and for the suitability of the Software for Customer's use.

The Customer shall be responsible for the careful storage by users of their identification information such as user name and password used to control the access to Software and for ensuring that they do not disclose them to any third party. The Customer is responsible for the use of the Software with its identification information. The Customer agrees to immediately inform Qentinel if its identification information is disclosed to a third party or if it suspects the misuse of its identification information.

The Customer shall, on written request from Qentinel, change the password required for the use of the



Software if this is necessary for security or other reasons, as determined by Qentinel.

The Customer shall be responsible for making back-up copies of its own information and files outside of the Software and for verifying their functionality. Qentinel shall not in any manner be responsible for any destruction, loss or alteration of any information or files in the Customer's own programs or for any damage or cost relating to the recreation of files.

If the Customer material is destroyed, is lost, has been altered or damaged in the course of the use by the Customer or otherwise for reasons attributable to the Customer, Qentinel shall be entitled to invoice the Customer for recovery of the information in accordance with its then-current professional services price list.

9 SERVICE LEVEL, CHANGES TO THE SERVICE AND SERVICE INTERRUPTION

The Usage Fee does not include software changes or the repair of errors that result from use of the Software other than as specified in the Main Agreement or in instructions provided by Qentinel, or which are due to reasons other than Qentinel Software or any change or repair made by Qentinel.

Qentinel will, time to time, publish new versions of the Software. If a change is carried out by Qentinel in accordance with this section 9 and has an adverse impact on the Software provided to the Customer, Qentinel shall inform the Customer of such change in advance, where reasonably feasible, and otherwise, promptly after Qentinel has become aware of the need for the change.

Qentinel has the right to interrupt the delivery of the Software for a reasonable period on Saturdays and Sundays if this is necessary for the installation, change or maintenance and the installation, change or maintenance cannot be performed with reasonable cost without the interruption of the Software. If Qentinel interrupts the provision of the Software for a reason mentioned in this section 9, Qentinel shall (a) inform the Customer at least seven days in advance of the interruption of the availability of the Software and its duration; (b) strive to minimize the inconvenience resulting from the interruption; and (c) on written request of the Customer, provide to the Customer a prorated credit against the Software charge to reflect the decrease of Software level resulting from the interruption.

Qentinel may interrupt the availability of the Software for the installation, change or maintenance of general IT-infrastructure necessary to provide the Software, to address any security threat, or if required by law or regulation by governmental authorities. If Qentinel interrupts the delivery of the Software for a reason defined in this paragraph, Qentinel shall inform the Customer of such change in advance, where reasonably

feasible, and otherwise, promptly after Qentinel has become aware of the need for the change.

Qentinel is entitled to deny the Customer access to or use of the Software, if Qentinel suspects that the Customer is loading or using the Software in a manner that endangers or interferes with the delivery of the Software to other users or otherwise violates the Main Agreement. Qentinel shall inform the Customer of the reason for which access or use is denied, either in advance or promptly after the denial. If the Customer can demonstrate to Qentinel that it has used the Software properly and in accordance with the Main Agreement, Qentinel shall reimburse the Customer in accordance with the Main Agreement for the decrease of service level.

10 DELIVERY DELAY

If Qentinel's delivery of On-Premise Software is delayed due to for reasons not attributable to Customer and other than force majeure and the delivery does not take place within a reasonable extension of time, such extension of time to be at least thirty (30) days, set by the Customer in writing, the Customer shall be entitled to cancel the Main Agreement with respect to the Software whose delivery is delayed, and receive a prorated refund of the Usage Fee as its sole right and remedy.

If a force majeure event shall occur and shall delay performance by a Party for sixty (60) days or more, the Party not subject to the force majeure event shall be entitled to cancel the Main Agreement in whole or in part without either Party having any liability therefor.

11 SUPPORT SERVICES

Email and in-app support are included in the Usage Fee. Qentinel accepts email and in-app support questions 24 Hours per Day x 7 Days per Week. Qentinel attempts to respond to email and in-app support questions within one business day.

Support for any customer-specific developments, integrations, or features is not included in the Usage Fee.

12 FORCE MAJEURE

Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the Main Agreement and whose consequences the party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is the target or a party to such an action.



Each party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.

13 LIMITATION OF LIABILITY

IN NO EVENT WILL QENTINEL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS, GOODWILL OR OTHER ECONOMIC LOSS), OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY QENTINEL PRODUCTS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT QENTINEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

QENTINEL'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PERIOD PRECEDING THE DATE A CLAIM FOR LIABILITY ARISES HEREUNDER.

14 TERM AND TERMINATION

Unless otherwise agreed in writing, the Customer may, at any given time, terminate the use of the Software by notifying Qentinel in writing latest one full calendar month and earliest twelve full calendar months in advance.

Unless otherwise agreed in writing, Qentinel may, at any given time, terminate Customer's right to use the Software by notifying Customer in writing latest six full calendar month in advance.

Qentinel may terminate Customer's right to use the Software with immediate effect if the Customer has failed to pay its Usage Fee for two months or more or is in other material breach with the Main Agreement and has not corrected such breach within 30 days since having been notified about the breach by Qentinel.

15 CHANGES IN TERMS AND CONDITIONS OR IN PRICE LIST

Qentinel may update and change any part or all of these General Terms and Conditions. The latest version of General Terms and Conditions is available to the Customer through the Software. The changes made by

Qentinel in the General Terms and Conditions become effective and binding in 30 days after having been published.

In case the Customer does not accept the change made in the General Terms and Conditions the Customer's sole remedy is to 1) inform Qentinel about rejection of the updated General Terms and Conditions within 30 days since the publishing of the updated General Terms and Conditions; and 2) terminate the Main Agreement as set forth in section 14 of General Terms and Conditions.

Qentinel may update and change the Price List. Any update or change made in the Price List becomes applicable to the Customer no sooner than 12 months after the Customer signed the Main Agreement or, as the case may be, 12 months after the latest change of the Customer's applicable Price List.

16 MISCELLANEOUS

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

Except for actions for non-payment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

Main Agreement does not constitute any joint venture, partnership, employment, or agency relationship exists between Qentinel and the Customer.

If any part of the Main Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in effect.

The Main Agreement is the entire agreement for the usage of Software supersedes all other proposals and agreements, whether electronic, oral or written between Qentinel and the Customer regarding the usage of Software.

The Customer will not assign or transfer the Main Agreement, including any assignment or transfer by reason of merger, reorganization, sale of assets, change of control or operation of law, without Qentinel's prior written consent, which will not be unreasonably withheld.

Qentinel may assign the Main Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of Qentinel's assets, change of control or operation of law.



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Nothing in Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of Agreement.

Each party represents and warrants to the other that it has full power and authority to enter into Agreement and that it is binding upon such party and enforceable in accordance with its terms.

In the event of a conflict between the terms of this General Terms and Conditions and the Main Agreement, the terms of the Main Agreement shall prevail.

17 GOVERNING LAW AND SETTLEMENT OF DISPUTES

Unless otherwise Agreed in the Main Agreement, the Agreement shall be governed by the laws of the domicile of the Qentinel company that is a party of the Main Agreement.

Any dispute, controversy or claim arising out of the agreement, or the breach, termination or validity thereof shall be resolved in the district court of the domicile of the Qentinel company that is a party of the Main Agreement.

Notwithstanding the preceding sentences, claims for non-payment of monetary charges may be resolved in the district court of the respondent's place of domicile if the respondent does not contest its payment obligation.