

Terms of Service

Last revised on August 10, 2020

1. Acceptance of Terms

These terms of use (the “**Terms of Use**”) and the Order Form (if applicable) entered into between you (“**you**” or collectively, “**Users**”, as applicable) and Q-Sensei Corp. and its affiliated entities (“**Q-Sensei**”, “**We**”, “**Our**”), governs your and your Authorized Users’ (as defined below) use of Q-Sensei various services (the “**Services**”) that enable you to provide User Data (as defined below) to Q-Sensei servers (the “**Server**”), and to analyze User Data (the “**Q-Sensei Platform**”). These Terms of Use also stipulate the terms and conditions of your use of the Q-Sensei website (the “**Website**”).

Please note that the term “**you**” also includes the company that is our customer and on whose behalf you are accepting these Terms of Use. You confirm that you are authorized to bind the company you represent by these Terms of Use.

Before using any of the Services, please carefully read these Terms of Use. By accessing, browsing or using the Services, you acknowledge that you have read, understood and agree to be bound by all the terms, conditions, consents and disclosures set forth in these Terms of Use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN PLEASE CEASE USING THE SERVICES AND THE WEBSITE IMMEDIATELY.

The Services are intended solely for persons who are 18 or older. Any access to or use of the Website, Q-Sensei Platform, Services or Data (as defined below) by anyone under 18 is expressly prohibited. By accessing or using the Website, Q-Sensei Platform, Services or Data, you represent and warrant that you are 18 or older.

“**Authorized Users**” means individuals directly employed or contracted by you or by your company who have either registered to the Q-Sensei Platform or were provided with access thereto by you or by your company. You are responsible to ensure that all

Authorized Users comply with the restrictions set forth in these Terms of Use and the Documentation (as defined below) and you shall remain solely liable towards Q-Sensei for the actions of such Authorized Users.

2. Modification of Terms of Use

We reserve the right, at our sole discretion, to modify, discontinue or terminate the Services or to modify these Terms of Use, at any time and for any reason. If we modify these Terms of Use, we will post the modification on the Website or provide you with notice of the modification. We will also indicate the last update date at the top of these Terms of Use. By continuing to access or use the Services and/or the Website after we have posted a modification on the Website or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms of Use. IF THE MODIFIED TERMS OF USE ARE NOT ACCEPTABLE TO YOU, THEN PLEASE CEASE USING THE SERVICES AND THE WEBSITE IMMEDIATELY.

3. Privacy

We consider your privacy one of our highest priorities. Please refer to our Privacy Policy, which is incorporated herein by reference, for information and notices concerning our collection and use of your personal and non-personal information.

If you use the Q-Sensei Platform, Services or Website, you hereby represent, warrant and undertake that you will only use it to process User Data which you have the right to process, and in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws. You shall be solely responsible to provide any notice and obtain any consent from any data subject, all as required by applicable laws and regulations in connection with the collection, use and disclosure of

any User Data that includes personal information or personally identifiable information to Q-Sensei by you.

If you provide User Data which contains Personal Data (as defined below), and such Personal Data is subject to the provisions of the General Data Protection Regulation (GDPR), then such sharing will be governed by Q-Sensei's Data Processing Addendum, which can be accessed through this [link](#).

For the purpose of this Section 3, "Personal Data" shall mean any information relating to an identified or identifiable natural person.

4. Limitations of Services

You acknowledge that Q-Sensei may establish with respect to each of the Subscription Plans (as defined below), limits concerning use of the Services, including, *without limitation*, the maximum number of days that the User Data will be retained by the Services (the "**Retention Period**"), the maximum number of GB of User Data indexed daily solely by the Q-Sensei Platform and measured from 00:00 UTC to 23:59:999 UTC (the "**Daily Data Capacity**"), the frequency with which you may access the Services, the 3rd party cloud providers where the User Data will be stored and their locations.

Any User Data that you send to the Q-Sensei Platform shall be in accordance with your Subscription Plan. In the event that you transmit User Data in excess of your Subscription Plan, then you may define rules to drop excessive User Data, provided that such exclusion will not be more than 300% of your Subscription Plan. "Exclusion" means the removal of a certain portion of your User Data from being stored as part of your Subscription Plan.

For clarification, you acknowledge that when your Subscription Plan is changed from a Trial Plan to a Community Plan or to any of the Paid Plans (as such terms are defined below), the maximum Daily Data Capacity of User Data that may be transmitted or stored by the Services shall be changed according to the

Community Plan or to the specific Paid Plan, as applicable. In case the maximum Daily Data Capacity under the Community Plan or any of the Paid Plans is lower than that of the Trial Plan, we reserve the right to remove or delete such portion of your User Data which exceeds the Daily Data Capacity applicable to your then current Subscription Plan.

In the event that you shall exceed the Daily Data Capacity, Q-Sensei has the right to charge an overage fee, and we also reserve the right to terminate your Account (as defined below). You agree that Q-Sensei has no responsibility or liability for the deletion of or failure to store any User Data or other content maintained or transmitted by or through the Services.

5. Account Registration and Fees

In order to gain access to certain features of the Q-Sensei Platform, you must register and create an account with Q-Sensei via the Website (an “**Account**”). You agree to provide accurate, current and complete information during the registration process, to update such information and to keep it accurate, current and complete, at all times. Q-Sensei reserves the right to suspend or terminate your Account at any time, including if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are solely responsible for safeguarding your Account's credentials (such as your username and password). You agree that you will not disclose your Account's credentials to any third party other than to your Authorized Users and that you will take sole responsibility for any activities or actions under your Account, including those of Authorized Users, whether or not you have authorized such activities or actions. You will immediately notify Q-Sensei of any unauthorized use of your Account. An administrator of an Account may authorize an unlimited number of Authorized Users per Account by sending them an invitation to join the Account. The administrators will administer the use of such Account by such Authorized Users.

Q-Sensei offers trial, free and various paid subscription plans (a “**Trial Plan**”, “**Community Plan**” and “**Paid Plan**”, respectively, and

collectively, the “**Subscription Plans**”) for all Accounts. A description of the features associated with these Subscription Plans is available on the Website.

All new Accounts start with a Trial Plan. Following the lapse of the applicable trial period under a Trial Plan, a Community Plan will automatically apply to an Account, unless you select to subscribe to a Paid Plan. If at any time you wish to subscribe to a Paid Plan, you should contact us via the Website or by sending an email to help@qsensei.com. You agree to pay the applicable subscription fee and any taxes, bank fees and other fees that may accrue in relation to your use of the Services. When you select a Paid Plan, you will need to select a payment method. If you elect to pay through a credit card, you will be required to provide a third party clearance services provider with a credit card number and customary billing information such as name and billing address. Invoices will be sent to you through such third party clearance services provider. If you elect to pay through wire transfer, you will pay our fees through the wire instructions we will provide.

If an Order Form provides that payments shall be made on a periodic basis (each such period, a “**Subscription Period**”), you will automatically be charged the subscription fee in advance for each Subscription Period (starting on the date of execution of the Order Form). If you do not want to be charged for a certain Subscription Period, you must cancel your Account at least thirty (30) days prior to the renewal of such Subscription Period by contacting your account manager.

All fees are non-refundable. All fees and applicable taxes and banking fees, if any, are payable in United States dollars. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. Q-Sensei is not responsible for any expenses or third party charges (including, without limitation, any charges with respect to clearing or billing services) you incur as a result of being billed by Q-Sensei in accordance with these Terms of Use. Q-Sensei also reserves the right, at any time, to impose or restructure any fees charged for your use of the Services. Q-Sensei will notify

you in advance of any changes with respect to fees it chooses to impose.

If you are subscribed to a Community Plan and you do not access your Account for 30 days or longer, Q-Sensei may cancel your Account (also see section 11 with respect to Account cancellation and termination). If Q-Sensei decides to cancel your Account, Q-Sensei may, at its discretion, provide you with notice via e-mail. If Q-Sensei receives a bounce-back from an e-mail account to which Q-Sensei sent a notice regarding the cancellation of your Account, Q-Sensei is under no obligation to provide you with further notice.

6. Use of Connectors and Other Third Party Software

In order to use the Services, Users may be required to install and use Connectors (as defined below) or other third party software, as specified on the Website and in the Documentation. "Connectors" means certain libraries and programs available through Q-Sensei Platform or otherwise, that enable Users to collect logs containing User Data and to forward them to the Server where such User Data shall be stored for a limited Retention Period, all as set forth in the applicable Order Form. Please note that Q-Sensei does not, and shall not, assume any responsibility or liability with respect to any Shipper or other third party software, its integrity, completeness, accuracy, reliability and/or quality, and Q-Sensei does not guarantee or assume any responsibility or liability that any such Shipper or other third party software will function as described by the third party providing it. Furthermore, Q-Sensei does not, and shall not, assume any responsibility or liability to any content offered, published, displayed and/or suggested through a Shipper or any other third party software. You agree to be bound by the terms governing the Shippers and other third party software with regards to the use thereof.

7. Ownership

Except as expressly provided in these Terms of Use, Q-Sensei and its licensors exclusively own all right, title and interest in and to the

Services, the Q-Sensei Platform, the Website, the Documentation and Q-Sensei Data (as defined below), including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services, the Q-Sensei Platform, the Website, the Documentation and Q-Sensei Data.

All trademarks, service marks, logos, trade names and any other proprietary designations of Q-Sensei used herein are trademarks of Q-Sensei. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks of their respective owners.

Q-Sensei does not claim any ownership rights in your User Data and nothing in these Terms of Use will be deemed to restrict any rights that you may have to use and exploit your User Data.

For purposes of these Terms of Use: (i) “**Data**” means data, customized analyses, text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, provided or otherwise made available through the Q-Sensei Platform; and (ii) “**User Data**” means any Data that is either shipped by Shippers to the Server or otherwise made available to Q-Sensei, and (iii) “**Q-Sensei Data**” means any Data that is not User Data.

8. Licenses Granted by Q-Sensei to You

During the term of your engagement with Q-Sensei and subject to your full compliance with these Terms of Use, Q-Sensei grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license for your Authorized Users to access and use the Q-Sensei Platform for your internal business purposes and subject to the restrictions set forth in these Terms of Use. Any use of the Q-Sensei Platform shall be in accordance with Q-Sensei's instructions and technical documentation made available through the Q-Sensei Platform (“**Documentation**”). You will not use, copy,

adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or the Q-Sensei Platform, except as expressly permitted in these Terms of Use or under a written agreement with Q-Sensei. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Q-Sensei or its licensors, except for the licenses and rights expressly granted in these Terms of Use.

9. Licenses Granted by You to Q-Sensei

By making any User Data available through the Q-Sensei Platform, you hereby grant Q-Sensei a nonexclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, distribute, publicly display and distribute your User Data for the purposes of providing the Services to you. You also grant Q-Sensei the right to use your User Data to improve our Services, the Q-Sensei Platform and the Website.

You are solely responsible for all your User Data. You represent and warrant that (i) you own all your User Data or you have all rights that are necessary to grant us the license rights in your User Data under these Terms of Use; (ii) your User Data, or your use and provision of your User Data, or any use of your User Data by Q-Sensei on or through the Q-Sensei Platform will not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; (iii) you have fully complied with any third-party licenses, permits and authorizations required in connection with such User Data; (iv) the User Data does not contain any viruses, worms, Trojan horses or other harmful or destructive code or content; and (v) the User Data is not: (a) defamatory or libelous, (b) fraudulent, false, misleading or deceptive (c) promotes discrimination, racism, hatred, or violence.

10. User Restrictions

You may only access and use the Services, the Website and the Q-Sensei Platform solely for your internal business purposes. You will not: (i) sell, resell, rent or lease the Services, the Website or the Q-Sensei Platform; (ii) reverse engineer the Services, the Website or the Q-Sensei Platform; (iii) attempt to modify the Services, the Website or the Q-Sensei Platform; or (iv) use the Services, the Website or the Q-Sensei Platform to store any User Data or any information that is unlawful. You may not access or use (or permit a third party to access or use) the Services, the Website or the Q-Sensei Platform for purposes of monitoring the availability, performance or functionality of the Services, the Website or the Q-Sensei Platform or for any other benchmarking or competitive purposes. You will not interfere with or disrupt the Services, the Website or the Q-Sensei Platform or attempt to gain access to any related systems or networks to which access is restricted.

In addition, you agree not to do any of the following in connection with your use of the Services, or with your access to the Q-Sensei Platform or the Website:

- Post, upload, publish, submit or transmit any Data that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances (including but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances);
- Use, display, mirror, frame or utilize framing techniques to enclose the Website, or any individual element or materials

within the Website, Q-Sensei's name, any Q-Sensei trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without Q-Sensei's express written consent;

- Access, tamper with, or use non-public areas of the Website, the Q-Sensei Platform, Q-Sensei's computer systems, or the technical delivery systems of Q-Sensei's providers;
- Attempt to probe, scan, test the vulnerability or breach any security or authentication measures of the Website, the Q-Sensei Platform, or any Q-Sensei system or network;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Q-Sensei or any of Q-Sensei's providers or any other third party (including another user) to protect the Services, the Website and the Q-Sensei Platform;
- Attempt to access, search or download the Services, the Website or the Q-Sensei Platform through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than tools that access or search the Services, the Website or the Q-Sensei Platform through the software and/or search agents provided by Q-Sensei or other generally available third party Shippers or web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari, Opera or Chrome);
- Send any unsolicited or unauthorized advertising, promotional materials, e-mail, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Q-Sensei trademark, logo URL or product name without Q-Sensei's express written consent;
- Use the Services, the Website and the Q-Sensei Platform in any manner not permitted by these Terms of Use;
- Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or in any way use the Services, the Website or the Q-Sensei Platform to send altered, deceptive or false source-identifying information;

- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services, the Website or the Q-Sensei Platform;
- Collect or store any personal data or personally identifiable information from the Services, the Website or the Q-Sensei Platform from other users of the Services, the Website and the Q-Sensei Platform without their express prior permission, for commercial or unlawful purposes or otherwise;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation;
- Contact anyone who has not asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;
- Stalk or otherwise harass anyone; or
- Repeatedly post the same or similar content.

Q-Sensei has the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement, Website security issues, to the fullest extent permitted by law. Q-Sensei may involve and cooperate with law enforcement authorities in prosecuting Users who violate these Terms of Use. You acknowledge that Q-Sensei has no obligation to monitor your access to or use of the Services or the Q-Sensei Platform or to review or edit any User Data, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms of Use, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Q-Sensei reserves the right, at any time and without prior notice, to remove or disable access to any Data for any reason, including, but not limited to, any User Data, that Q-Sensei, in its sole discretion, considers to be in violation of these Terms of Use or otherwise harmful to the Services.

11. Termination

You agree that Q-Sensei, in its sole discretion, has the right to delete or deactivate your Account, block your e-mail or IP address to prevent you from accessing or using the Services, the Q-Sensei Platform and the Website, or otherwise terminate your access to or use of the Services, the Q-Sensei Platform and the Website (or any part thereof), immediately and without notice, including, without limitation, if you breach any of these Terms of Use. Q-Sensei shall not be liable to you or any third-party for any termination of your Account and/or your access to the Services, to the Q-Sensei Platform and the Website. You agree not to attempt to use the Services the Q-Sensei Platform and the Website after any such termination. In the event that Q-Sensei terminates your Account and/or your access to the Services, the Q-Sensei Platform and/or the Website for your breach, you will remain liable for all amounts due under these Terms of Use. You may cancel your Account at any time by informing us via the Website or by contacting customer support at help@qsensei.com, and providing proof of Account ownership. You acknowledge that in any event there will be no refunds of any pre-paid fees.

Once an Account is terminated or cancelled, Q-Sensei has no obligation to retain your User Data, and Q-Sensei may delete such User Data (including any configuration, customization and settings) without any option to recover the User Data. Note that in certain instances, some of your User Data may not be completely removed from the Q-Sensei Platform. We are not and shall not be responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Data.

12. Survival

Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of these Terms of Use which by their nature should survive will survive, including, without limitation, sections hereof entitled "Ownership", "Warranty Disclaimers", "Indemnification", "Limitation of Liability" and "Governing Law; Jurisdiction".

13. Warranty Disclaimers

YOU AGREE THAT USE OF THE SERVICES, THE Q-SENSEI PLATFORM AND THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE SERVICES, THE Q-SENSEI PLATFORM, THE WEBSITE AND THE DOCUMENTATION ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, Q-SENSEI DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS ACCESSED THROUGH OR ADVERTISED ON THE WEBSITE, THE Q-SENSEI PLATFORM OR SERVICES, OR ACCESSED THROUGH ANY LINKS THEREFROM.

Q-SENSEI DOES NOT GUARANTEE OR ASSUME ANY RESPONSIBILITY OR LIABILITY THAT THE SERVICES, THE Q-SENSEI PLATFORM AND THE WEBSITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAY OR ERRORS. Q-SENSEI DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED.

A number of factors may impact the quality of your communications and use of the Services, the Website and the Q-Sensei Platform and may result in the failure of your communications including, without limitation, for example, your use of Shippers or other third party software, your local network, firewall, your internet service provider, the public internet and your power supply. Q-SENSEI TAKES NO RESPONSIBILITY FOR ANY DISRUPTION, INTERRUPTION OR DELAY CAUSED BY ANY FAILURE OF OR INADEQUACY IN ANY OF THESE ITEMS OR ANY OTHER ITEMS OVER WHICH WE HAVE NO CONTROL. YOU FURTHER ACKNOWLEDGE THAT Q-SENSEI IS NOT RESPONSIBLE AND HAS NO LIABILITY FOR ANY HARDWARE, SOFTWARE, OR OTHER ITEM OR SERVICE PROVIDED BY ANYONE OTHER THAN Q-SENSEI.

YOU ACKNOWLEDGE THAT THE SERVICES AND DATA ARE HOSTED ON A THIRD PARTY HOSTING FACILITY, AND THAT Q-SENSEI SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTION TO THE SERVICES OR LOSS OF DATA WHICH IS CAUSED BY SUCH THIRD PARTY HOSTING FACILITY. Q-SENSEI MAY CHANGE THE THIRD PARTY HOSTING PROVIDER OR ITS LOCATION, FROM TIME TO TIME, AT ITS SOLE DISCRETION. YOU FURTHER ACKNOWLEDGE THAT Q-SENSEI IS NOT A BACKUP OR STORAGE SERVICE, AND THAT Q-SENSEI SHALL HAVE NO LIABILITY TOWARDS YOU WITH REGARD TO ANY LOSS OR DESTRUCTION OF USER DATA DURING THE RETENTION PERIOD. YOU ACKNOWLEDGE THAT Q-SENSEI DOES NOT WARRANT OR GUARANTY THE SECURITY OF THE WEBSITE, THE Q-SENSEI PLATFORM OR OF COMMUNICATIONS MADE USING THE SAME.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM Q-SENSEI OR THROUGH THE WEBSITE AND/OR THE Q-SENSEI PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

You are solely responsible for all of your communications and interactions with other Users of the Q-Sensei Platform and with other persons with whom you communicate or interact as a result of your use of the Q-Sensei Platform. For example, Users may participate in a user-to-user forum. You understand that Q-Sensei does not screen or inquire into the background of any users of the Q-Sensei Platform, nor does Q-Sensei make any attempt to verify the statements of Users. Q-Sensei makes no representations or warranties as to the conduct of Users or their compatibility with any current or future Users of the Q-Sensei Platform. You should not provide your financial information (e.g. your credit card or bank account information) to other Users.

14. Indemnification

You agree to defend, indemnify and hold Q-Sensei and their respective officers, directors, employees, agents and licensors harmless from and against any and all claims, damages, costs, liabilities and expenses (including reasonable attorneys' fees) Q-

Sensei or any indemnified party suffers pursuant to, or in relation to, or arising from any violation by you of these Terms of Use, and/or any claim or demand by a third party that your use of the Q-Sensei Platform and/or the Services and/or the processing or usage of your User Data by Q-Sensei is in breach or violation of applicable laws or the right of any third party.

15. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES, THE Q-SENSEI PLATFORM AND THE WEBSITE REMAINS WITH YOU. NEITHER Q-SENSEI NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE WEBSITE, SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEBSITE, THE Q-SENSEI PLATFORM OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Q-SENSEI HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF Q-SENSEI, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES AND REPRESENTATIVES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, THE WEBSITE OR THE Q-SENSEI PLATFORM EXCEED: (A) THE AMOUNTS YOU HAVE PAID TO Q-SENSEI FOR USE OF THE SERVICES DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES, IF YOU ARE

REGISTERED FOR A PAID PLAN; OR (B) FIFTY US DOLLARS (\$50), IF YOU ARE REGISTERED FOR A TRIAL PLAN OR A COMMUNITY PLAN, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS FOR THE AGREEMENT BETWEEN Q-SENSEI AND YOU.

16. Governing Law; Jurisdiction

You agree that the laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern these Terms of Use and any dispute of any sort that might arise between you and Q-Sensei and any of its affiliates. Any claim or dispute between you and Q-Sensei or any of its affiliates that arises in whole or in part from your use of the Services or the Website or your access to the Q-Sensei Platform shall be decided exclusively by a court of competent jurisdiction located in Tel-Aviv, Israel and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in the courts of Tel-Aviv, Israel. YOU AND Q-SENSEI AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17. Integration and Severability

These Terms of Use are the entire agreement between you and Q-Sensei with respect to the use of the Services, the Website and the Q-Sensei Platform and supersede and replace all prior or contemporaneous communications and proposals, whether oral, written or electronic, between you and Q-Sensei with respect thereto. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Q-Sensei. Except as expressly set forth in these

Terms of Use, the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise.

18. Assignment

You may not assign or transfer these Terms of Use, by operation of law or otherwise, without Q-Sensei's prior express written consent. Any attempt by you to assign or transfer these Terms of Use, without such consent, will be null and of no effect. Q-Sensei may assign or transfer these Terms of Use, in its sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.

19. Feedback

We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You can submit Feedback by e-mailing us via the Website or by contacting our customer support at help@qsensei.com. You grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback, whether provided directly to Q-Sensei, via our Website or by contacting our customer support, for any purpose.

20. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms of Use, will be in writing and given by us (i) via e-mail (in each case to the address that you provide), or (ii) by posting to the Website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

21. Publicity

We may mention you as a client on the Website, in marketing collaterals and in public statements and for that purpose, we may

use your logo and trademark. In addition, upon your written consent (not to be unreasonably withheld), we may issue a press release or case study, concerning our engagement with you.

22. Contact Us

For any questions about these Terms of Use or any other issue regarding Q-Sensei or the Services please contact us via the Website or at: help@qsensei.com