TESTENIUM END USER LICENSE AGREEMENT (TEULA)

IF YOU CANNOT AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THIS TEULA, PLEASE DO NOT USE THE SERVICES.

TESTENIUM LIMITED. ("we", "us", "our" or "TESTENIUM") provides a service ("Service") that allows individual users and companies to test their web-applications, windows desktop applications or e-commerce websites using existing test frameworks, next generation technologies and Artificial Intelligence techniques. The following is the Testenium End User License Agreement (the "TEULA" or the "Agreement") for use of our Service (the "License"). By using TESTENIUM's Service directly and/or through TESTENIUM partners and/or buying credits, the customer of TESTENIUM, and/or the partner of TESTENIUM and/or the partner's employee, customers (only in the case of a partner) and end-users (each shall be referred to as a "User", "Company" or "You"). You acknowledge that you have read, understood and agree to abide by all terms and conditions of this TEULA and be liable for any violations of this TEULA by such customers and end-users.

Please review the following terms carefully. By signifying your acceptance of this TEULA, TESTENIUM's Purchase Order Form (the "Purchase Order") or making any use of the TESTENIUM Service, you signify your irrevocable acceptance of the terms set forth in this TEULA (the "Terms") in effect at the time of your use. If you are an individual acting as a representative of a company or other legal entity which wishes to use the TESTENIUM Service, then you represent and agree that you have the authority to accept this TEULA on behalf of such corporation or other legal entity and that all provisions of this TEULA will bind that company or other legal entity as if it were named in this TEULA in place of you.
Your use of the TESTENIUM Service is also subject to the TESTENIUM Privacy Policy in effect at the time of your use, which is incorporated herein.

Your use of the TESTENIUM Service is also subject to the TESTENIUM User Guide in effect at the time of your use.

1. The Service.

The Service is provided to You through a limited license for the Service which is subject to Your payment of the fees for the Service and other Terms of this Agreement.
The prohibited uses detailed below are intended as guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list. Generally, conduct that violates any law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this TEULA is prohibited. TESTENIUM reserves the right at all times to prohibit activities that damage its commercial interests, reputation and goodwill.

2. Non-exclusive License, Restrictions and Responsibilities.

Subject to the terms and conditions of this Agreement, TESTENIUM grants You a limited, revocable, non-exclusive, non sub licensable license only to use the testing platform via Service website solely as necessary for You to use the Service on Your systems or Third Party's systems. You shall not (and You shall not allow any third party to) (i) delete, backup, copy, modify, reproduce, adapt, translate or otherwise create derivative works of the Service, Software, components of the platform or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code and the binaries of the Service website, testing platform or any part thereof, except as expressly permitted by the law in effect in the jurisdiction in which You are located; (iii) rent, sell, lease, license, assign or otherwise transfer rights in or to the Service or any part thereof; (iv) remove any proprietary notices or labels placed by the Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service.

The Use of the Service website, testing platform and the ability to produce accurate and effective results from it highly depends on the User's expertise in using the Service. Therefore, You shall be responsible for ensuring that you are competent to write the scripts required to receive optimal results from the Service and testing platform.

You shall fully comply with all applicable laws and regulations in any use of the Service website and the testing platform. You are prohibited from violating web, system or network security; this may result in criminal and civil liability, including, but not limited to the following: using the Service to hack, copy, penetrate, or attempt to penetrate, security measures of TESTENIUM's or another entity's computer software or hardware, mobile or

wireless devices, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data; unauthorized use, access, investigation of a system security or authentication measures, traffic or data packet; using the Service to distribute any "virus" or other software or instructions intended to destroy or corrupt or otherwise interfere with others' access to and/or use of the Services, the Internet, their computer systems and/or data; interference with Service to any host, user or network including, without mail bombing, limitation, flooding, overriding, overloading a system and broadcast attacks, forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting; using the Service to gather, or attempt to gather personal information about third parties without their consent known to TESTENIUM; or use the TESTENIUM Service and the testing platform to test websites or software that are not your own or that you are not an authorized user for (i.e.- an employee or owner of such website of software).

You shall not use the Service to post unlawful or defamatory information about a person without their consent, including any information that is harassing or would intentionally inflict emotional distress.

You shall not use the Service website and the testing platform to send spam messages, including, without limitation, commercial advertising or mass e-mailings. You shall not use another site's mail server to execute any email related process or send e-mail without the express permission of the person authorized on behalf of such site.

TESTENIUM reserves the right to notify the appropriate law enforcement department in case of a violation that is a criminal offense. All TESTENIUM contacts with any third party, including, without limitation, law enforcement, shall be in accordance with applicable law and regulation, including, but not limited to, law and regulation governing the privacy of User information as applicable to TESTENIUM's provision of its Service to its customers.
As TESTENIUM facilitates these third parties software, TESTENIUM shall not be held responsible and will not be obligated to compensate the User and no refunds will be issued for their malfunction or defects, including not limited to the following:
a) A test that failed to yield valid results due to a defect/bug/limitation in the third party open source software, any licenced software, libraries or databases execution.
b) Any connection failure caused by NoMachine remote connection software.

3. Payment Policies.

The payments for the Service are as detailed and agreed upon in the Purchase Order or signing in the TESTENIUM's websites. Generally, pricing is per line of code in both test cases and SQL scripts being executed or tested in the testenium platform, unless otherwise agreed between Testenium and the customer/user. The calculated cost will be deducted from the payment on account. Any over usage of the service will show a negative account balance , in which case a minimum top up amount should be credited before any new test session is started.

TESTENIUM may change its fees and payment policies for the Service from time to time and they shall be effective upon Your acceptance of those changes which will be posted on TESTENIUM.com. Unless otherwise stated, all fees are quoted in United Kingdom GBP (£). Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by TESTENIUM will be included in the amount owed, and may be charged to the credit/debit card or other billing mechanism associated with the User.

For all accounts, TESTENIUM may charge an account re-activation fee should an account needs to be re-activated by a user after an account has become de-activated due to non-payment or an untimely authorization for payment.

4. User Account, Password, and Security.

To register for the Service, You must complete the registration process by providing TESTENIUM with current, complete and accurate information as prompted by the registration form about yourself and any entity you are employed by, including Your e-mail address (username) and password. You agree to maintain and update your information to keep it accurate, current and complete.

TESTENIUM may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You agree not to transfer or sell your use of or access to the Service to any third party.

You are solely responsible for maintaining the confidentiality of your username and password and for any and all activities (including transactions, if any) that are conducted through such user name and password You shall take full responsibility for Your own, and third party, use of Your License. You are solely responsible for any and all activities that occur under Your License. TESTENIUM may use this information and any technical information about your use of the Service to tailor its presentations to you, facilitate your movement through the Service, or communicate separately with you.

5. Confidentiality.

"Confidential Information" includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential". However, Confidential Information shall not include any information that is or becomes known to the general public, which is already in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information. Neither party shall use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order; in which case, the party being compelled to disclose Confidential Information shall give the other party as much notice as is reasonably practicable prior to disclosing the Confidential Information. Upon termination of this Agreement, the parties shall promptly either return or destroy all Confidential Information and, upon request, provide written certification of such.

6. Indemnification.

To the extent permitted by applicable law, You shall indemnify, hold harmless and defend TESTENIUM, its officers, directors, employees, agents and representatives at Your expense, from any and all third-party claims, actions, proceedings, and suits brought against TESTENIUM or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by TESTENIUM or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) Your breach of any term or condition of this Agreement, (ii) Your use of the Service, (iii) Your violations of applicable laws, rules or regulations in connection with the Service, (iv) any representations and warranties made by You concerning any aspect of the Service; (v) any claims made by or on behalf of any third party pertaining directly or indirectly to Your use of the Service; (vi) violations of Your obligations of privacy to any third party; and (vii) any claims with respect to acts or omissions of any third party in connection with the Service.

TESTENIUM shall provide You with written notice of any claim, suit or action from which You must indemnify TESTENIUM. You shall cooperate as fully as reasonably required in the defense of any claim. TESTENIUM reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You.

7. Disclaimer of Warranties.

Use of the Service and any reliance by you upon the Service, including any action taken by you because of such use or reliance, is at your sole risk. TESTENIUM does not warrant that the Service will be uninterrupted or free of errors, viruses, or other harmful components; nor does it make any warranty as to the results that may be obtained from use of the Service. TESTENIUM may make improvements and/or changes in the Services at any time. TESTENIUM makes no representations as to the suitability, reliability, availability, timelines, and accuracy of the Service. The Service is provided 'as is' and "as available", "with all faults" and TESTENIUM disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to You in this regard.

Your sole and exclusive remedy for any failure or non performance of the Service shall be for TESTENIUM to use commercially reasonable efforts to adjust or repair the Service.

8. Limitation of Liability.

To the extent permitted by applicable law, in no event shall TESTENIUM be liable for any direct, indirect, special, incidental, consequential, exemplary, or punitive damages, or any damages whatsoever, including, but not limited to loss of use, sales, data, profits loss of or damage to business, loss of contracts or loss of customers, even if TESTENIUM has been advised of, knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy. TESTENIUM's total cumulative liability to you or any other party for any loss or damages resulting from claims, demands, or actions arising out of or relating to this Agreement will not exceed GBP $100.

Moreover, TESTENIUM shall have no liability for (a) any claim of patent, trade secret or copyright infringement based on the use of other than the then-latest release of the Service or Software, if such infringement could have been avoided by use of the latest release, (b) the security and integrity of any data or information you store or transmit using the Service or the Internet, including any data or information stored or transmitted by any computer designated as "secure". You are responsible for immediately reporting to TESTENIUM any issue that could compromise the security or integrity of any User or system taking part in the Service or (c) any claim of patent infringement based on the (i) use of the Service in combination with other materials not provided by TESTENIUM where infringement would not have resulted but for such combination, or (ii) modification of the Service by anyone other than TESTENIUM where infringement would not have resulted but for such modification.

9. Proprietary Rights.

The Service and all Intellectual Property Rights therein are, and shall remain, the property of TESTENIUM. All rights in and to the Service's software not expressly granted to You in this Agreement are reserved and retained by TESTENIUM and its licensors without restriction. Without limiting the generality of the foregoing, You agree not to (and not to allow any third party to): (a) sublicense, distribute, or use the Service outside of the scope of the License granted in this Agreement; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the Software or otherwise attempt to discover any source code or trade secrets related to the Service; (c) rent, lease, sell, assign or otherwise transfer rights in or to the Service; (d) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; (e) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of TESTENIUM; (f) register, attempt to register, or assist anyone else to register any trademark, trade name, serve marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with TESTENIUM other than in the name of TESTENIUM; or (g) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service.

10. Modifications to TEULA.

TESTENIUM reserves the right to change the terms and conditions of this TEULA (In particular, in order to reflect changes to the latest law or changes to the Services) including but not limited to the charges and fees associated with the use of the Services. You are responsible for regularly reviewing this TEULA, and your use of the Services will be deemed as acceptance of the terms and conditions of this TEULA. Changes shall not apply retroactively and shall become effective no sooner than 14 days after they are posted. If You do not agree to the modified terms for the Service, You should discontinue Your use of the Service and send TESTENIUM an email notification. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of TESTENIUM, (ii) You accept updated terms online, or (iii) You continue to use the Service after TESTENIUM has posted updates to the Agreement.

11. Term and Termination.

Either party may terminate this Agreement at any time with a notice of 72 hours. Upon any termination of this Agreement, TESTENIUM shall stop providing, and You shall stop accessing the Service; and You shall delete all copies of the Service software from all systems and certify thereto in writing to TESTENIUM within 3 business days of such termination. In the event of any termination (a) You will not be entitled to any refunds of

any usage fees or any other fees, (b) TESTENIUM shall have no liability to You or any third party because of such termination and (c) any (i) outstanding balance for Service rendered through the date of termination, (ii) other unpaid payment obligations during the remainder of the initial Term will be immediately due and payable in full and (iii) all of Your historical Report data will no longer be available to You 30 days after the termination of this Agreement, and (iv) If you are a member of our Knowledge Hub, Content posted will no longer be available to you. Such Content may be, but is not required to be, deleted by TESTENIUM.

12. Refund Policy.

In case User runs tests without authorization, TESTENIUM reserves the right to block and terminate the account without issuing a refund of remaining credits your account.
To be eligible for a refund due to a faulty test, You must submit an email detailing your name, the date of the test in question and the specific test run that caused the issue. Users may apply for a single refund only (e.g. If five tests are run, you will not receive 5 refunds on each test if they are faulty due to the same issue). The request and issue must be submitted within 24 hours of the test. All refund requests must be submitted via our online contact form or via Support.

13. Free Tier.

TESTENIUM offers users a free monthly tier incorporating ten free testing credits of up to 50 concurrent users. During the free tier, users are prohibited from running more than one test at a time. Users who run more than one test concurrently may have the free tier revoked. Users may not sign up with more than a single email account in order to gain additional free tiers. Users who attempt to create more than one free tier account may have all their free tiers revoked at TESTENIUM's sole discretion.

14. Third Party Open-Source Software.

Some of the software programs included in the Service are distributed under the terms of agreements with third parties ("Third Party Agreements") which may expand or limit your rights to use certain Software Programs as set forth in this section.
TESTENIUM is not responsible for the Software Programs distributed under the Third Party Agreements.

The Third Party Agreements, related online documentation, source code and other information about such Software Programs are available at their relevant websites:

TESTENIUM is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TESTENIUM of such sites or any association with its operators.

15. Miscellaneous.

a) This Agreement, including all attachments contained herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and existing understandings or agreements, whether made in writing or orally, in regard to the said subject matter. Applicable sections remain in force after the expiration or early termination of this Agreement.

b) The relationships between the parties to this Agreement shall be solely that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties and neither TESTENIUM nor You shall present itself as the agent of the other, other than as specified in this Agreement.

c) Neither party shall be liable to the other for delays or failures in performance for reasons beyond the reasonable control of that party, including, but not limited to, substantial modifications in third party Software, force majeure, labour disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

d) Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement shall be effective only if made in writing and signed by the parties.

e) If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

f) It is understood that in order to use Service the User shall comply with the following system requirements:, an internet connected computer using a wide bandwidth network interface; an up-to-date browser; test computer should support Java and Java Script; it is preferred that all ports to and from the Internet to the test computer would be open or at least ports 22 - SSH, 80 - HTTP and 443 - HTTPS.

g) You authorize TESTENIUM to use your company name, logo or other applicable trademarks, at any time, for the purpose of referencing you as a customer on the TESTENIUM Website or in other promotional marketing materials. If you do not wish to be referenced, please contact TESTENIUM at info@TESTENIUM.com.
h) Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement. In addition to terms that are negotiated and documented separately from this Agreement, terms that are automatically generated through the interactive use of the TESTENIUM website are explicitly bound by this Agreement.
i) Any dispute relating to or arising from this Agreement shall be settled in the sole jurisdiction of the applicable courts of Tel Aviv, Israel, according to the laws of the State of Israel without regard to or application of conflict-of-law rules or principles.

SYSTEM REQUIREMENTS

It is understood that in order to use the Service, an internet connected computer, iPad, tablet pc, or phone using a wide bandwidth network interface should be used. And:

- A recent version of browser is required.

- It is preferred that all ports to and from the Internet to the computer that tests the code would be open or at least ports 80 - HTTP and 443 - HTTPS.

Queries

Any queries about Testenium End User License Agreement (TEULA) should be addressed to
info@testenium.com.

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