

QUALYS MASTER CLOUD SERVICES AGREEMENT

THIS **QUALYS MASTER CLOUD SERVICES AGREEMENT** INCLUDES THE TERMS AND CONDITIONS SET FORTH BELOW, (, THIS **"AGREEMENT"**), WHICH IS A BINDING LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN QUALYS, INC. (**"QUALYS"**) AND THE ENTITY YOU REPRESENT IN AGREEING TO THIS AGREEMENT (**"CUSTOMER"**). THIS AGREEMENT GOVERNS CUSTOMER'S USE OF AND ACCESS TO THE QUALYS CLOUD SERVICES, HARDWARE AND SOFTWARE (COLLECTIVELY, THE **"CLOUD SERVICES"**), WHETHER SUCH SUBSCRIPTION IS PURCHASED DIRECTLY FROM QUALYS OR FROM AN AUTHORIZED QUALYS RESELLER (**"RESELLER"**). QUALYS AND CUSTOMER MAY ALSO BE REFERRED TO INDIVIDUALLY AS A **"PARTY"** OR COLLECTIVELY, AS THE **"PARTIES"** THROUGHOUT THIS AGREEMENT.

BY CLICKING "ACCEPT" OR BY USING THE CLOUD SERVICES, YOU REPRESENT THAT YOU HAVE SIGNATURE AUTHORITY TO BIND CUSTOMER AND HEREBY AGREE TO BE BOUND BY, THIS AGREEMENT.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Cloud Services Agreement and any exhibits hereto.

"Assets" means the IP addresses, domain names, web applications and other assets to which Customer directs the Cloud Services.

"Cloud Services" means the products and services, including any data, that are ordered by Customer under an Order Form and made available online by Qualys including any offline components. Cloud Services shall not include any Beta Services

"Customer" means the customer named above and any Affiliates that have signed Order Forms.

"Customer Data" means electronic data and information regarding Customer's Assets that Qualys obtains solely as a result of its provision, and the Customer's use, of the Cloud Services. Reports shall be deemed to be Customer Data.

"Documentation" means the documentation, and its usage guides made available by Qualys to Customer, as updated from time to time, accessible via login to the applicable Service.

"Hardware" means the scanners or servers that are included with certain subscriptions to Cloud Services.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order Form" means an ordering document or online order specifying the Cloud Services to be provided by Qualys to Customer. The Order Form may take any of the following forms: (a) a Qualys quote signed by Customer or a Reseller quote provided to a Reseller; (b) a Customer purchase order provided, however, any terms, other than the Cloud Services being ordered and the applicable pricing, that differ or are additional to those set forth on the Order Form are hereby rejected by Qualys; or (c) an online order directly through Qualys' web site.

"Reports" means the reports made available to Customer that summarize the findings regarding the Assets.

"Reseller" means an entity that has entered into a direct agreement with Qualys that permits such entity to resell the Cloud Services to Customers.

"Software" means the software loaded onto Hardware provided herein and/or software that is loaded onto Customer's servers to allow virtual scanning or connection to the Cloud Services

"Subscription Term" means term of each subscription as specified in the applicable Order Form.

"Third Party Data" means data provided to Qualys by third parties that Qualys uses to provide the Cloud Services, such as vulnerability information.

"User" means an individual who is authorized by Customer to use a Cloud Services and to whom Customer has supplied a user identification and password. Users may include, for example, employees, Affiliates, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. QUALYS RESPONSIBILITIES

2.1 **Provision of Cloud Services.** During the Subscription Term, Qualys will (a) make the Cloud Services available to Customer, in accordance with this Agreement and the applicable Order Forms, (b) provide Customer with Qualys standard support for the Cloud Services, (c) make the Cloud Services available pursuant to the standard Qualys Service Agreement, and (d) subject to Customer's use of Cloud Services in accordance with this Agreement, provide the Cloud Services in accordance with laws and government regulations applicable to Qualys' provision of the Cloud Services generally, including, without limitation (i) prior to May 25, 2018, the Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; and (ii) on and after May 25, 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation" or "GDPR").

2.2 **Protection of Customer Data.** Qualys will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data pursuant to the Qualys' security policies. Those safeguards will include, but will not be limited to, measures to prevent access, use, modification or disclosure of Customer Data by Qualys personnel except (a) to provide the Cloud Services and to prevent or to address service or technical problems, (b) as compelled by law in accordance with the "Confidentiality: Compelled Disclosure" section below, or (c) as expressly permitted in writing by Customer.

2.3 **Qualys Personnel.** Qualys will be responsible for the performance of its personnel (including its employees and contractors) and the Qualys personnel's compliance with Qualys' obligations under this Agreement.

3. ORDERING, USE OF CLOUD SERVICES, HARDWARE, AND SOFTWARE

- 3.1 **Ordering.** Customer may place Orders for the Cloud Services by submitting an Order Form to Qualys or to a Reseller. Customer's Affiliates may also place Orders for the Cloud Services by submitting an Order Form either directly to Qualys or to a Reseller. Upon submission of an Order Form by a Customer Affiliate such Customer's Affiliate's rights and obligations relating to the Cloud Services shall be governed by the terms of this Agreement as if such Affiliate were "Customer".
- 3.2 **Rights.** Subject to Customer's compliance with the terms and conditions of this Agreement, Qualys grants Customer a limited, non-exclusive, non-transferable right during the applicable Subscription Term to: (i) access the user interface of the Cloud Services with an industry standard web browser (like MS IE, Firefox, Chrome, Safari, etc.) and to use the Cloud Services, solely for Customer's own internal business purposes; (ii) access, use, and internally distribute the Documentation; and (iii) grants Users the right to access the Cloud Services solely for Customer's own internal business purposes.
- 3.3 **Restrictions.** Customer shall not (i) modify, adapt, alter, translate or create derivative works of the Cloud Services or Documentation; (ii) reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Cloud Services and/or any aspect of Qualys' technology; (iii) access and/or engage in any use of the Cloud Services in a manner that abuses or materially disrupts the Assets, networks, security systems, of any third party; (iv) rent, lease, loan, or use the Cloud Services to a third party via timesharing or as a service bureau; (v) market, offer to sell, sell, and/or otherwise resell the Cloud Services to any third party; (vi) use the Cloud Services other than in accordance with the Documentation or to scan an Asset for which Customer does not have the right or consent to scan; or (vii) remove, alter or obscure any proprietary notices on the Cloud Services or the Documentation.
- 3.4 **Usage Limits.** Use of the Cloud Services are subject to limits on the number of Assets as specified in an Order Form. If Customer exceeds a usage limit, then Qualys may work with Customer to seek to reduce Customer's usage to conform to the applicable limit. If, notwithstanding Qualys' efforts, Customer is unable or unwilling to abide by a usage limit, then shall be liable for the fees for such excess usage in accordance with the "Invoicing and Payment" section below.
- 3.5 **Hardware.** If the Cloud Services on an Order Form include Hardware, then Qualys will provide the Hardware to Customer on a subscription basis and only for the limited use as permitted herein and in accordance with the Documentation and the applicable Order. Customer acknowledges that not all Cloud Services subscriptions include Hardware. Qualys will select the carrier and bear the cost of shipment, insurance and duties for delivery of such Hardware to the location Customer designates. In order to provide the Cloud Services and to support the Hardware, Qualys may access the Hardware remotely at any time, or, with Customer's agreement on Customer's premises during the Subscription Term and solely as necessary to provide the Cloud Services and related support. Qualys shall not be liable for any failure to maintain or update Hardware that is caused by Customer's delay or refusal to allow Qualys access to the Hardware. At the end of any Subscription Term that is not renewed, Hardware must be returned to Qualys within 10 days of the end of the Subscription Term.
- 3.6 **Rights and Possession of Hardware.** If the Cloud Services listed on an Order Form include Hardware, Qualys retains title, ownership and all rights and interests to such Hardware. provided that Qualys shall not be liable for any misuse, abuse, neglect, or failure to use or protect such Hardware in accordance with the Documentation by Customer. Customer has no right to access, use, relocate or otherwise handle hardware, except as directed or authorized by Qualys.
- 3.7 **Software.** Any Software provided hereunder is licensed, not sold, to Customer on a subscription basis and only for the limited use as permitted herein and in accordance with the related Cloud Services. At the end of any Subscription Term that is not renewed, Software must be uninstalled within 10 days of the end of the Subscription Term
- 3.8 **Open Source.** Qualys provides some of its services with the help of open source software code. Qualys will provide a list of the then-current list of Open Source used by Qualys to provide the Cloud Services within thirty (30) days after Customer's written request.

4. FEES AND PAYMENT

- 4.1 **Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Cloud Services subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. If Customer is purchasing the Cloud Services through a Reseller, then the fees shall be as set forth between Customer and Reseller; and, the applicable fees shall be paid directly to the Reseller.
- 4.2 **Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Qualys and notifying Qualys of any changes to such information. If Customer is purchasing the Cloud Services through a Reseller, then the payment terms shall be as set forth between Customer and Reseller; and, the applicable fees shall be paid directly to the Reseller.
- 4.3 **Overdue Charges.** If any invoiced amount is not received by Qualys by the due date, then without limiting Qualys' rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 4.4 **Suspension of Service.** If any charge owing by Customer is 30 days or more overdue, Qualys may, without limiting its other rights and remedies, suspend Cloud Services until such amounts are paid in full provided that Qualys has given Customer at least 10 days' prior notice that its account is overdue. Such notice may be in the form of an email.
- 4.5 **Payment Disputes.** Qualys will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 4.6 **Taxes.** Qualys' fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, HST, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Qualys has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Qualys will invoice Customer and Customer will pay that amount unless Customer provides Qualys with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Qualys is solely responsible for taxes assessable against it based on its income, property and employees.

4.7 **Future Functionality.** Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Qualys regarding future functionality or features.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Qualys, its licensors reserve all of their right, title and interest in and to the Cloud Services including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 **License by Customer to Host Customer Data and Applications.** Customer grants Qualys a worldwide, limited-term license to host, copy, transmit and display Customer Data as necessary for Qualys to provide the Cloud Services in accordance with this Agreement. Subject to the limited licenses granted herein, Qualys acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data.

5.3 **License by Customer to Use Feedback.** Customer grants to Qualys and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Qualys' or its Affiliates' services.

6. CONFIDENTIALITY

6.1 **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving 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. Confidential Information of Customer includes Customer Data; Confidential Information of Qualys includes the Cloud Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1 **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2 **Qualys Warranties.** Qualys warrants that during each applicable Subscription Term (a) the Cloud Services will perform materially in accordance with the applicable Documentation, (b) Qualys will not materially decrease the overall functionality of the Cloud Services, (c) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, and (d) Qualys will not materially decrease the overall security of the Cloud Services as set forth in Exhibit C during the applicable Subscription Term.

7.3 **Hardware and Software Warranty.** Qualys warrants that the Hardware and Software provided hereunder, when operated by Customer in accordance with this Agreement and the Documentation, will operate in substantial conformity with the applicable Documentation. Customer's sole and exclusive remedy for breach of this warranty is to notify Qualys of the non-conformity in writing, whereupon Qualys, as its sole obligation and liability, will at its election, either: (i) correct the affected Hardware or Software to render it conforming to the applicable Documentation within a reasonable period of time or replace such Hardware, or Software or in the event that (i) is not commercially reasonable, (ii) allow Customer to terminate the applicable Order and refund Customer a pro-rata portion of the fees paid for such item. This section sets forth Customer's sole and exclusive remedy and Qualys' entire liability to Customer for any Software (excluding Cloud Services) or Hardware non-conformity.

7.4 **Customer Warranties.** Customer warrants that it has, and will have, all requisite rights with regards to each Asset to direct, and to consent to, Qualys providing the Cloud Services for such Asset.

7.5 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA CLOUD SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Qualys. Qualys will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Cloud Services or Software infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Qualys in writing of, a Claim Against Customer, provided Customer (a) promptly gives Qualys written notice of the Claim Against Customer, (b) gives Qualys sole control of the defense and settlement of the Claim Against Customer (except that Qualys may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Qualys all reasonable assistance, at Qualys' expense. If Qualys receives information about an infringement or misappropriation claim related to the Cloud Services or Software and in addition to the defense and indemnification obligations set forth herein, Qualys may in its discretion and at no cost to Customer (i) modify the Cloud Services or Software so that it is no longer claimed to infringe or misappropriate, without breaching Qualys' warranties under "Qualys Warranties" above, (ii) obtain a license for Customer's continued use of the Cloud Services or Software in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Cloud Services or Software immediately upon written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from Customer's breach of this Agreement, the Documentation or applicable Order Forms. This Section 8.1 section states Customer's sole and exclusive remedy for intellectual property claims relating to the Cloud Services or Software.

8.2 Indemnification by Customer. Customer will defend Qualys against any claim, demand, suit or proceeding made or brought against Qualys by a third party alleging or arising from Customer's use of the Cloud Services in breach of Section 3.3 or not in accordance with applicable law, (a "**Claim Against Qualys**"), and will indemnify Qualys from any damages, attorney fees and costs finally awarded against Qualys as a result of, or for any amounts paid by Qualys under a settlement approved by Customer in writing of, a Claim Against Qualys, provided Qualys (a) promptly gives Customer written notice of the Claim Against Qualys, (b) gives Customer sole control of the defense and settlement of the Claim Against Qualys (except that Customer may not settle any Claim Against Qualys unless it unconditionally releases Qualys of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE CLOUD SERVICES IN THE TWELVE MONTHS PRECEDING THE APPLICABLE INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9.3 Exclusions. The limitations set forth above shall not apply to (i) either Party's indemnification obligations, (ii) damages for a breach of Confidential Obligations that results in an actual unauthorized use or unauthorized disclosure of Confidential Information, (iii) damages related to either party's unauthorized use, disclosure, or distribution of the other party's intellectual property.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until sixty (60) days after all subscriptions hereunder have expired or have been terminated.

10.2 Term of Subscriptions. Each Order will automatically renew for an additional one (1) year terms unless Customer or Qualys provides written notice that it does not intend to renew the Order not later than sixty (60) days prior to the end of the then-current Subscription Term. For each auto-renew Subscription Term, the per-unit pricing during such Subscription Term will not increase more than five percent (5%) above the applicable pricing other than Special Pricing (as defined below) in the immediately preceding Subscription Term. "Special Pricing" shall mean any of promotional or one-time pricing. Any change in the renewal to the type of Services or reduction in volume will result in re-pricing at renewal price-protection. For purposes of clarity, a Subscription Term shall auto-renew at the expiration of the applicable period specified as the Subscription Term.

10.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Customer Data Portability and Deletion. Upon request by Customer made within 60 days after the effective date of termination or expiration of this Agreement, Qualys will make Customer Data available to Customer for export or download as provided in the Documentation. After such 60-day period, Qualys will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

10.5 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, Customer will: (i) cease all use of the Cloud Services; (ii) promptly and fully destroy, delete, or uninstall any software provided herein or certify such destruction; and (iii) promptly return all hardware provided herein in substantially the same condition in which it was delivered at Customer's sole expense, normal wear and tear excepted. For purposes of clarity and notwithstanding the foregoing, Customer may retain and use Reports after termination, subject to the terms and conditions of this Agreement.

10.6 Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Customer Data Portability and Deletion," "Effect of Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement.

11. GENERAL PROVISIONS

- 11.1 **Export Compliance.** The Cloud Services and other Qualys technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Qualys and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Cloud Services that is a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), by persons or entities prohibited from receiving U.S. exports, or in violation of any U.S. export law or regulation.
- 11.2 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 11.3 **Entire Agreement, Amendment, Order of Precedence.** This Agreement is the entire agreement between Qualys and Customer regarding Customer's use of Cloud Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Other than a permitted herein, this Agreement may not be amended other than by a writing signed by duly authorized representatives of each party. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) the body of this Agreement, and (3) the Documentation.
- 11.4 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 11.5 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 11.6 **Notices.** All notices related to the termination or a legal claim related to, arising from, this Agreement ("Legal Notices") will be in writing and will be effective upon (a) personal delivery, or (b) the second business day after mailing via two-day mail. Legal Notices to Customer will be addressed to Customer. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer and may be sent via email. System-related notices may be sent via email or made available in release notes.
- 11.7 **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 11.8 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 11.9 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.10 **Governing Law.** This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.
- 11.11 **Venue.** The provincial and federal courts located in San Francisco, California will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.
- 11.12 **Counterparts.** This Agreement may be executed electronically and in counterparts.