

Professional Services Agreement (“PSA”) of QA USA, Inc. (formerly Cloud Academy Inc.) whose principal place of business is at 530 Fifth Avenue, Suite 703, New York, NY 10036. These PSA Terms are effective from 18 June 2024 and incorporate the General Terms of Sale available at <https://www.qa.com/legal-privacy/> (“General Terms”).

1. DEFINED TERMS

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

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

Platform: means the Supplier’s proprietary, cloud-based training platform made available through the Supplier’s Website, including without limitation all sub-domains thereof, and Supplier’s related App;

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

Supplier Personnel: means all employees and subcontractors and/or affiliates of QA USA, if any, engaged by QA USA to perform the Services;

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

2. SERVICES

2.1. The Supplier shall provide the Services to Customer as described in more detail in each Statement of Work in accordance with the terms and conditions of this PSA.

2.2. Each Statement of Work shall include the following information, if applicable:

- 2.2.1. a detailed description of the Services to be performed pursuant to the Statement of Work;
- 2.2.2. the date upon which the Services will commence and the term of such Statement of Work;
- 2.2.3. the Charges to be paid to the Supplier under the SOW;
- 2.2.4. Services implementation plan, milestones and payment schedules; any criteria for completion of the Services; and
- 2.2.5. any other terms and conditions agreed upon by the Parties in connection with the Services to be performed pursuant to such Statement of Work.

3. SUPPLIER OBLIGATIONS

3.1. The Supplier shall:

- 3.1.1. appoint a Supplier employee to serve as a primary contact with respect to the applicable SOW;
- 3.1.2. appoint Supplier Personnel, who shall be suitably skilled, experienced, and qualified to perform the Services;
- 3.1.3. before the date on which the Services are to start, obtain, and at all times during the provision of Services detailed in the applicable SOW, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; and
- 3.1.4. comply with all rules, regulations, and policies of the Customer that are communicated to the Supplier in writing, including security procedures concerning systems and data and remote access thereto.

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

4. CUSTOMER OBLIGATIONS

4.1. The Customer shall:

- 4.1.1. cooperate with the Supplier in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to the applicable SOW;
 - 4.1.2. respond promptly to any Supplier request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Service to perform Services in accordance with the requirements of the applicable SOW;
 - 4.1.3. provide such information as the Supplier may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
 - 4.1.4. procure any necessary Platform licenses required for the Supplier to deliver the Services.
- 4.2. If the Supplier’s performance of its obligations under this PSA or any SOW is prevented or delayed by any act or omission of the Customer or its agents, subcontractors, consultants, or employees, the Supplier shall not be deemed in breach of its obligations under this PSA or the applicable

SOW or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. CHANGE ORDERS

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

6. TERM

6.1. The term of this PSA begins on the date indicated in a SOW, or if not so indicated, then upon the Customer’s execution of an Order referencing this PSA and, unless terminated earlier pursuant to the SOW or this PSA’s express provisions, will continue in effect thereafter until the completion of the Services under all Statements of Work (the “Term”).

6.2. Each SOW shall commence on the start date set forth therein and terminate on the end date specified therein (the “Initial Service Period”), unless earlier terminated in accordance with the provisions of this Agreement. Certain Services are of an ongoing, indefinite duration, and the SOW may allow for renewal periods after the Initial Service Period. The Initial Service Period and each renewal period thereafter shall automatically renew for subsequent renewal periods equal in duration to the Initial Service Period (each, a “Renewal Service Period”), unless either party provides notice of non-renewal at least sixty (60) days prior to the scheduled renewal date. Together, the Initial Service Period and each applicable Renewal Service Period constitute the “Service Term” of the applicable SOW. The Supplier shall not increase Charges applicable to any SOW during the Initial Service Period. Following the expiration of the Initial Service Period, the Supplier may increase Charges once per year, such increase to be effective on each anniversary of the commencement of the Service Term, by providing notice to Customer no later than sixty (60) days in advance of the date on which such increased Charges shall take effect. The Customer will pay all Charges and expenses up through the effective date of termination or expiration of a SOW.

7. CHARGES AND EXPENSES

7.1. In consideration of the provision of the Services by the Supplier and the rights granted to Customer under this PSA, Customer shall pay the Charges set forth in the applicable Order and/or Statement of Work. Payment to the Supplier of such Charges and the reimbursement of expenses pursuant to this Condition 7 shall constitute payment in full for the performance of the Services, and Customer shall not be responsible for paying any other fees, costs, or expenses.

7.2. Customer agrees to reimburse the Supplier for all reasonable travel and out-of-pocket expenses incurred by the Supplier in connection with the performance of the Services that have been approved in advance in writing by Customer.

8. LIMITED WARRANTIES

8.1. The Supplier warrants that it shall perform the Services:

- 8.1.1. in accordance with the terms and subject to the conditions set out in this PSA and the SOW;
 - 8.1.2. using Supplier Personnel of industry standard skill, experience, and qualifications; and
 - 8.1.3. in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services
- 8.2. the Supplier’s sole and exclusive liability and Customer’s sole and exclusive remedy for breach of this warranty shall be to reperform any breaching component of the Service.
- 8.3. The foregoing remedy shall not be available unless Customer provides written notice of such breach within 20 days after performance of such Service by the Supplier.
- 8.4. The Supplier’s exclusive warranty, and the remedy provided for breach thereof, shall not apply to damage or deficiencies resulting from accident,



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alteration, modification, foreign attachments, misuse, tampering, negligence, improper maintenance or abuse.

- 8.5. THE SUPPLIER MAKES NO WARRANTIES FOR THE SERVICES EXCEPT FOR THAT PROVIDED IN THIS SECTION 8. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, THE SERVICES, DELIVERABLES, THE SUPPLIER'S PRE-EXISTING MATERIALS, AND OTHER SUPPLIER INTELLECTUAL PROPERTY ARE ALL PROVIDED "AS-IS," AND THE SUPPLIER AND ITS AFFILIATES AND LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES ARISING OUT OF OR RELATED TO THIS PSA, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE SUPPLIER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE SUPPLIER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR DELIVERABLES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. INTELLECTUAL PROPERTY RIGHTS

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

10. DATA PROTECTION

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

11. CONSEQUENCES OF TERMINATION AND EXPIRATION

- 11.1. Upon termination or expiration of the Contract for any reason all outstanding Charges for Services or Deliverables provided or in the process of being created for delivery under any Order or SOW shall become payable.
- 11.2. Termination by the Supplier of a Contract in accordance with Condition 11.1 or 11.2.2 of the General Terms shall permit the Supplier to terminate any or all Orders or SOWs in place between the Supplier and the Customer or any Affiliate of the Customer.

12. GENERAL

- 12.1. All provisions, which by their nature or context require survival to fulfil their essential purpose, shall survive any expiration or termination of the Contract, including 8 (Limited Warranties), 9 (Intellectual Property Rights), 11 (Consequences of Termination), and 12 (General).
- 12.2. To the extent that a Condition of the Contract is of such a character that a breach thereof by either party will result in irreparable damage and injury to the other for which there will be no adequate remedy at law, a party shall have the right and remedy to have such Condition specifically enforced by any court having equity jurisdiction, without the posting of a bond or other security, it being agreed that in any proceeding for an injunction, and upon any motion for a temporary or permanent injunction, the ability to answer in damages shall not be a bar or interposed as a defence to the granting of such injunction. The provisions of this Condition 12.2 shall survive the termination of the Contract.
- 12.3. The Supplier retains the right to retain the right to perform the same or similar type of services for third parties during the Term of any Order and/or SOW and indefinitely thereafter.

