

Custom Labs (“Terms”) provided by (i) QA Limited (company number 02413137) with registered offices at International House, 1 St Katharine’s Way, London, E1W 1UN, (ii) QA USA, Inc. (formerly Cloud Academy Inc.) whose principal place of business is at 530 Fifth Avenue, Suite 703, New York, NY 10036, and (iv) all Affiliates of QA Limited from time to time. These Terms are effective from 22 October 2024. These Terms shall incorporate End User Terms of Use available at <https://www.qa.com/legal-privacy/> (the “End User Terms”).

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions in the End User Terms shall apply to these terms and the following additional definitions shall have the following meanings:

“Custom Labs” are an add on feature with QA’s Platform which allows a User to create their own labs via content engine and includes but not limited to lab challenges and lab playgrounds used within QA’s Platforms.

2. SCOPE

2.1. Terms describe your rights and responsibilities when accessing and/or using our Custom Labs in each case provided by QA Limited or any of its Affiliates as described above (“QA,” “we,” “our,” or “us”). By accessing or using the Custom Labs, or by clicking a button or checking a box marked “I Agree”, you signify that you have read, understood, and agree to be bound by these Terms, and you acknowledge that you have read, understood and agree to the Privacy Notice which can be found on: <https://www.qa.com/legal-privacy/>. QA reserves the right to modify the terms of these Terms and will provide notice of such changes and such changes shall be effective immediately upon posting. These Terms apply to all Users, and to all others who access the Custom Labs, whether as individuals, learners team members, or entities sponsoring employees or learners (“you,” or “your”).

2.3. BY COMPLETING THE REGISTRATION PROCESS, ACCESSING OR USING THE CUSTOM LABS YOU (I) ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THESE TERMS, (II) HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORISED TO ENTER OR ACT ON BEHALF OF THE OWNER OF THE ACCOUNT, AND BIND TO THESE TERMS AND (III) YOUR USE OF THE CUSTOM LABS IS SOLELY AND EXCLUSIVELY IN RELATION TO THE SERVICES PROVIDED BY US AND NOT FOR ANY OTHER COMMERCIAL PURPOSE OR FOR ANY COMMERCIAL EXPLOITATION.

2.4. These Terms are effective between QA and the User on the earliest of the following: the day of your registration, access to or use of the Custom Labs, execution by your employer of a signed written contract with respect to, concerning or relating to the Platform in which these Custom Labs are accessed through (the “Contract”).

3. GENERAL

3.1. By accepting these Terms, you represent and warrant that all information that you provide is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your information on the Platform for use on the Custom Labs, including but not limited to any associated User Account so that it remains current, complete and accurate. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Custom Labs on the Platform.

3.2. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by QA without restriction. Any attempted transfer or assignment in violation of this clause will be null and void.

4. ELIGIBILITY

4.1. This is a contract between the User and QA. The User must read and agree to these Terms before accessing or using the Custom Labs. If you do not agree, you may not access or use the Custom Labs. You may use the Custom Labs only if you can form a binding contract with QA, and only in compliance with these Terms and Applicable Law.

5. CLOUD PLATFORMS

5.1. The Custom Labs allow Users to access certain third-party cloud platform services, which may include but not limited to, Microsoft Azure, Google Cloud Platform, and Amazon Web Services (the “Cloud Platforms”). Each Cloud Platform is provided by its respective provider (each a “Cloud Provider”).

5.2. User’s use of each Cloud Platform is governed by and subject to the applicable Cloud Provider’s own terms and conditions (and all “acceptable use” or similar policies or terms linked to or referenced therein) (the “Cloud Provider Terms”). Each of the Cloud Provider Terms is listed and linked-to below and are hereby incorporated into the Terms by reference:

5.2.1. Amazon Web Services [Customer Agreement](#) and [Service Terms](#);

5.2.2. Google Cloud Provider [Terms of Service](#), [Service Specific Terms](#) and [Acceptable Use Policy](#) and [Cloud Identity Agreement](#);

5.2.3. Microsoft Azure [Online Subscription Agreement](#) and [Online Services Terms](#); and

5.2.4. Alibaba Cloud Platform [Terms of Service](#).

5.3. When using the Custom Labs, the User is deemed to be the end-user of the Cloud Platforms and User agrees to comply with all Cloud Provider Terms applicable to User. The Cloud Provider Terms may be subject to change at each Cloud Provider’s discretion as provided in the Cloud Provider Terms, and any such changes will be automatically incorporated into the Terms. The User also agrees that each Cloud Provider is a third-party beneficiary of the Terms.

5.4. In the course of using the Custom Labs environment a User may be requested to provide personally identifiable information, such as business communication information. For example, for the Cloud Provider to generate and send a sample email alert, a Cloud Platform dialog field may request a User’s email address. If Customer is unwilling to provide personal information to Platform Cloud Academy recommends and encourages Customer to provide information from a disposable email account.

5.5. ANY USE OF THE CUSTOM LABS WILL BE SUBJECT TO, AND ANY INFORMATION USER PROVIDES WILL BE GOVERNED BY, THE TERMS PROVIDED BY THE CLOUD PROVIDER, INCLUDING THOSE RELATING TO CONFIDENTIALITY, DATA PRIVACY AND SECURITY. THE USER PROVIDES ANY INFORMATION SUBJECT SOLELY TO THE CONFIDENTIALITY, DATA PRIVACY AND SECURITY NOTICES AND POLICIES PUBLISHED BY THE CLOUD PROVIDER.

5.6. QA disclaims all warranties (express or implied) with respect to the Cloud Platforms. The User agrees that QA shall have no liability to User with respect to any Cloud Platform and that the Cloud Providers shall have no liability arising out of or relating to the Terms or the Contract.

6. CUSTOM LAB

6.1. Custom Labs as an add on feature which may be included as part of our services to the User and the User’s Platform access may allow a User to access the Custom Labs but does not guarantee access to or use of the Custom Labs in any particular form or at all.

6.2. Subject to these Terms, the User is hereby granted a non-exclusive, limited, non-transferable, and freely revocable license to use the Custom Labs, only for purposes required and relevant to the services by us. Usage outside of your relationship with us is strictly forbidden. QA may terminate the license granted in this section at any time, for any reason or no reason. QA reserves all rights not expressly granted herein in and to the Lab and QA Content.

6.3. The User agrees that:

6.3.1. the User is solely responsible for all information, data, communications, programs, applications, protocols, media, formulae, code, works, content, configurations, or other materials input, uploaded, transmitted, submitted, posted, or published by the User in connection with use of the Custom Labs (collectively, “Lab Content”) or into or on the server instances that provide interactive environments as a part of the Products and the API and materials related thereto (“Lab Sessions”);

6.3.2. neither QA or the Cloud Providers will have any responsibility for User’s Lab Content or Lab Sessions; and

6.3.3. QA will have the right, but not the obligation, to monitor the use of the Custom Labs (including Lab Content and Lab Sessions) by User for compliance with the Terms, and any such monitoring will not relieve User of its obligations under the Terms or the Contract.

7. CUSTOM LAB RULES

7.1.1. Your permission to use the Custom Labs and its content is personal to you and non-transferable. Your use of the Custom Labs and its content is conditional upon your compliance these Terms and you agree that you will not:

7.1.2. violate the Platform Rules as specified in Condition 8 of the End User Terms;

7.1.3. use any data or information other than simulated, anonymous, non-live data when using the Lab Sessions, and will not use real customer data or information or real transactions;

7.1.4. violate any applicable Cloud Provider Terms; and

7.1.5. exceed the usage limitations specific to each vendor, described in ANNEX A, ANNEX B and ANNEX C.

8. CHANGES TO THE CUSTOM LABS

8.1. We may, with or without prior notice, QA may change, modify, suspend or terminate all or part of the Custom Labs at any time or features of the Custom Labs, to you or to Users generally. We may permanently or temporarily terminate or suspend your access to the Custom Labs with or without notice and without liability, for any reason, including if, in our sole determination, you violate any provision of these Terms, or for no reason. Upon their termination for any reason or no reason, you continue to be bound by these Terms.

ANNEX A - AMAZON WEB SERVICES ENABLED SERVICES AND LIMITATIONS

1. ENABLED SERVICES

- CloudFormation
- CloudWatch
- Elastic Beanstalk
- Elastic Compute Cloud (EC2)
- Elastic Load Balancing
- Key Management Service (KMS)
- Lambda
- Relational Database Service (RDS)
- Simple Storage Service (S3)

2. LIMITATIONS

- Resources can only be created in the **us-west-2 / US West (Oregon), us-east-1 / US EAST (N. Virginia), us-east-2 / US EAST (Ohio)** regions
- You are not allowed to create roles
- Creating 6 or more computing instances at a time is not permitted
- Using 6 or more CPUs across all VMs is not permitted
- Only the following EC2 instance types are allowed: **t2.nano, t3.nano, t1.micro, t2.micro, t3.micro, t3a.micro, t2.small, t3.small, t2.medium, t3.medium, t3a.medium, m3.medium, t2.large, t3.large, m3.xlarge, m5.xlarge**
- EBS volumes of types other than gp2 or standard are not permitted
- Total EBS volume sizes cannot exceed 150GB
- Only **db.t2.micro MySQL RDS** instances with less than 20GB of storage are allowed
- EC2 CPU burstable models allowed: **Standard**
- Creating 6 or more Lambda functions at a time is not permitted.
- Creating Lambda functions with a Provisioned concurrency value bigger than 5 is not permitted.
- Creating Lambda functions with a Timeout value bigger than 900 seconds (15 minutes) is not permitted.
- Creating Lambda functions with a Memory value bigger than 1024 MB is not permitted.
- Using a GPU is not permitted
- Attempting to use resources for mining of cryptocurrency is not permitted
- Excessive Network Traffic is not permitted: **max 3gb network out, max 10 gb network in**
- DDoS or Port Scanning External Hosts is not permitted.

ANNEX B- MICROSOFT AZURE ENABLED SERVICES AND LIMITATIONS

1. ENABLED SERVICES

- Application Gateway
- Azure Monitor
- Load Balancer
- Storage Accounts
- Virtual Machines
- Virtual Machine Scale Sets
- Virtual Network
- Web App

2. LIMITATIONS

- Resources can only be created in the lab's assigned resource group
- Resources can only be created in **US regions**

- Creating 6 or more computing instances at a time is not permitted
- Virtual Machine Scale Sets are allowed to have a maximum of 3 instances
- Using 6 or more CPUs across all VMs is not permitted
- Only the following VM SKUs are allowed: **Basic_A0, Basic_A1, Standard_A1, Standard_A1_v2, Standard_A2, Standard_A2_v2, Standard_B1ms, Standard_B2ms, Standard_B4ms**
- Total Disk size cannot exceed **150GB**
- Using an accelerator (GPU) is not permitted
- Attempting to use resources for mining of cryptocurrency is not permitted
- Excessive Network Traffic is not permitted: **max 1gb network out, max 10 gb network in, max 10000000 packets received, 10000000 packets sent**
- DDoS or Port Scanning External Hosts is not permitted

ANNEX C- GOOGLE CLOUD PLATFORM ENABLED SERVICES AND LIMITATIONS

1. ENABLED SERVICES

- App Engine
- Cloud Monitoring
- Cloud Pub/Sub
- Cloud SQL
- Cloud Storage
- Compute Engine
- Dialogflow
- Google Kubernetes Engine

2. LIMITATIONS

- Creating 5 or more computing instances at a time is not permitted
- Using 5 or more CPUs across all VMs is not permitted
- Compute instances of types other than **f1-micro, or n1-standard-1 are not permitted**
- Compute or SQL instances outside of **US or Europe zones** are not permitted
- Cloud SQL instances of types other than **db-f1-micro** are not permitted
- Cloud SQL database versions other than MySQL or Postgres are not permitted
- Cloud SQL instance types other than Cloud SQL instance or read-replica instance are not permitted
- Cloud SQL instance storage capacity cannot exceed 250GB
- Cloud SQL SQL Server database engine is not permitted
- App Engine Environment other than standard is not permitted
- App Engine Instance classes other than F1 or B2 are not permitted
- Creating more than 1 App Engine service is not permitted
- Creating more than 1 App Engine version is not permitted
- Creating more than 1 App Engine instance is not permitted
- Using an accelerator (GPU) is not permitted
- Attempting to use resources for mining of cryptocurrency is not permitted
- Excessive Network Traffic is not permitted: **max 1gb network out, max 10 gb network in, max 10000000 packets received, 2000000 packets sent**
- DDoS or Port Scanning External Hosts is not permitted