

## TERMS OF SERVICE

These Terms of Service (“Terms”) constitute a legal agreement between the person or organization agreeing to these Terms (“Customer” or “you”) and Permanent Software Group Canada Ltd or such other Affiliated entity signing the Order (the “Company,” “us” or “we”). By signing an Order, accepting these Terms, or using the Services, you represent that you have the authority to bind the Customer to the Order, these Terms, and any applicable schedules, exhibits, or appendices incorporated or referenced herein (collectively the “Agreement”). Pre-printed terms on any purchase order or other similar document, or online terms referenced on any such document (as defined below) are deemed not to apply to the Agreement.

# 1. ACCESS AND USE OF THE SERVICES.

1.1. **Our Provision of the Services.** We will make our eRezLife software-as-a-service offering (the “Services”) available to you pursuant to the terms of the Agreement and applicable technical documentation (“Documentation”). We will use commercially reasonable efforts to make the Services available 24x7. You acknowledge that your use of the Services requires third-party hardware, software, and internet access (which may involve extra charges), and that your ability to access and use the Services may be affected by your choices and the performance of these products and services.

1.2. **Initial Set-Up.** Upon execution of this Agreement, we will start the customized software configuration processes and provide the following services:

1.2.1. provide set-up services and Administrator training in the use of the Services in accordance with our standard time and materials price rate;

1.2.2. configure and implement the Services on a Company cloud agreed upon by Company and Customer;

1.2.3. test the Services after they have been implemented by us to ensure that the Services are performing appropriately; and

1.2.4. For purposes of this Agreement, the term “Administrator” is defined as Customer’s primary contact person who coordinates and works with the Company to set up, support, and train the Customer’s system Users on their use of the Services.

1.3. **Support.** We will, at no additional charge, provide standard customer support for the Services as detailed on our website and/or in our Documentation. Our standard support hours are 9:00am to 5:00pm, Eastern Time, Monday to Friday, excluding statutory holidays in the United States and the Provinces of British Columbia or Ontario, Canada.

1.4. **Changes to Services.** We reserve the right to enhance, upgrade, improve, modify or discontinue features of our Services as we deem appropriate and in our discretion. We will not materially reduce the core functionality or discontinue any Services unless we provide you with prior written notice. We may offer additional functionality to our standard Services or premium feature improvements for an additional cost.

1.5. **Your Registration for the Services.** Your Users may be required to provide information about themselves in order to register for and/or use certain Services. You agree that any such information will be accurate. Your Users may also be asked to choose a username and password. You are entirely responsible for maintaining the security of those usernames and passwords and agree not to permit the disclosure of such to any third party.

1.6. **Your Use of the Services.** You agree to use the Services in accordance with the use levels by which we measure, price and offer our Services as set forth in the Agreement or Documentation (“Use Levels”). We grant you a limited right to use our Services only for your internal business and professional purposes. Your Affiliates may use the Services as Users under your account. If an Affiliate uses your account, you warrant that you have the authority to bind that Affiliate and you will be liable if your Affiliate does not comply with the Agreement. For the purposes of this Agreement, “Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party. As used herein, “control” means the power to direct

the management or affairs of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

1.7. **Limitations on Your Use.** By using our Services, you agree on behalf of yourself, your Affiliates and Users, not to (i) modify, prepare derivative works of, or reverse engineer, our Services; (ii) use our Services in a way that abuses or disrupts our networks, User accounts, or the Services; (iii) transmit through the Services any harassing, indecent, obscene, or unlawful material; (iv) market, or resell the Services to any third party; (v) use the Services in violation of applicable laws, or regulations; (vi) use the Services to send unauthorized advertising, or spam; (vii) harvest, collect, or gather User data without their consent; (viii) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (ix) use the Services to commit fraud or impersonate any person or entity.

1.8. **Responsibility for Users.** You are responsible for the activities of all users who access or use the Services through your account (“Users”) and you agree to ensure that any such Users will comply with the terms of this Agreement. If you become aware of any violation of this Agreement in connection with use of the Services by any person, please notify us immediately.

1.9. **Use with your Mobile Device.** Use of the Services may be available through a compatible mobile device, internet access, and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees, as well as the terms of your agreement with your mobile device and telecommunications provider. WE MAKE NO WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESS, STATUORY OR IMPLIED AS TO (I) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION, (II) ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES, AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTING CONNECTED WITH THE SERVICES.

1.10. **Additional Services.** Upon your request, we may provide additional services including consulting services, customization services, and support for items excluded from standard maintenance. Any such services will be documented in a mutually agreed statement of work (“SOW”) or other document specifying the work to be performed and the price to be charged.

## **2. ORDERS, FEES AND PAYMENT.**

2.1. **Orders.** You may order Services using our then-current ordering processes (“Order”). All Orders are effective on the earlier of (i) the date you submit your Order, or (ii) the date on the signature block of the Order (“Effective Date”). Acceptance of your Order may be subject to our verification and credit approval process. Each Order will be treated as a separate and independent Order.

2.2. **Fees and Payment.** You agree to pay all undisputed fees for the Services set forth in this Agreement or a SOW within 30 days of the date of our invoice for such Services, unless otherwise specified. Except as otherwise set forth in the Agreement, any payments you make to us for the Services are final and non-refundable. You are responsible for all fees and charges imposed by third parties such as hardware, software, internet, voice and/or data transmission providers related to your access and use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us. You agree that we may charge your payment card or bill you for all amounts due for your use of the Services and may take steps to update your payment card information (where permitted) to ensure payment can be processed. You agree that your credit card information and related Personal Data (as defined below) may be provided to third parties for payment processing and fraud prevention purposes. We may suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We reserve the right to update the price for

Services annually after the Initial Term. We will notify you of any price changes by publishing on our website, emailing, quoting, or invoicing you. All references to currency will be in US dollars (\$USD).

2.3. **Taxes and Withholdings.** You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, or any other similar taxes or fees (collectively, “**Taxes and Fees**”) imposed by any government entity or collecting agency based on the Services, except those based on our net income, or for which you have provided an exemption certificate. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

2.4. **Disputes; Delinquent Accounts.** You must notify us of any fee dispute within 15 days of the invoice date, and once resolved, you agree to pay those fees within 15 days. We may, on 10 days’ notice to you, suspend your Services if you do not pay undisputed fees by their due date, and you agree to reimburse us for all reasonable costs and expenses, including collection costs and attorneys’ fees, incurred in collecting delinquent amounts. You further agree that we may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

## 3. TERM AND TERMINATION.

3.1. **Term.** Unless otherwise specified in an Order, the initial term commitment for your purchase of Services will be 12 months (“**Initial Term**”). After the Initial Term, the Services will automatically renew for additional 12-month periods (“**Renewal Terms**”), unless either party provides notice of non-renewal at least 90 days before the current term expires. Terminating specific Services does not affect the term of any other Services still in effect.

3.2. **Termination for Cause.** Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.

3.3. **Effect of Termination.** If the Agreement or any Services are terminated, you will immediately discontinue all use of the terminated Services, except that we will provide you with limited access to the Services for a period of at least 30 days solely to enable you to retrieve your Customer Content (defined below) from the Services. Upon your request made before the end of such 30-day period, we will securely destroy your Customer Content. We have no obligation to maintain your Customer Content after such 30-day period. Termination will not affect any claim arising prior to the termination date. If we discontinue Services or materially reduce the core functionality in accordance with Section 1.4 above, and you elect to terminate the applicable Services or this Agreement, we will provide you with a pro rata refund of any prepaid, unused fees.

3.4. **Survival.** The provisions of Sections 2 (Orders, Fees and Payment), 3.3 (Effect of Termination), 4 (Proprietary Rights), 8 (Indemnification), 9 (Limitation on Liability), 12.4 (Governing Law and Jurisdiction) 12.5 (No Class Actions), and 12.9 (Notices) survive any termination of the Agreement.

## 4. PROPRIETARY RIGHTS.

4.1. **Our Proprietary Rights and Marks.** You acknowledge that we or our licensors retain all proprietary right, title and interest in the Services, all Documentation, our name, logo or other marks (together, the “**Marks**”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. Except for the express limited rights set forth in this Agreement, no right, title or interest in our Services, Documentation or Marks is granted to you. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part our Marks or is similar to any of these.

4.2. **Your Customer Content.** You retain all rights to Customer Content (defined below) and are solely responsible for the Customer Content sent or transmitted by you or displayed or uploaded by you in using the Services and for compliance with all laws pertaining to the Customer Content, including, but not limited to, laws requiring you to obtain the consent of a

third party to use the Customer Content and to provide appropriate notices of third-party rights. You hereby grant us a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute Customer Content in order to provide and operate the Services. You warrant that (i) you have the right to upload or otherwise share Customer Content with us, and (ii) your uploading or processing of Customer Content in the context of our Services does not infringe on any rights of any third party. We will not view, access or process any of the Customer Content, except: (a) as authorized or instructed by you or your Users in this Agreement or in any other agreement between the parties, or (b) as required to comply with our policies, applicable law, or governmental request. “**Customer Content**” means any files, documents, recordings, chat logs, transcripts, and similar data that we maintain on your or your Users’ behalf, as well as any other information you or your Users may upload to your Service account in connection with the Services.

4.3. **Feedback.** You agree that we will have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from you, our Affiliates and Users (“**Feedback**”). We also reserve the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by your Feedback.

4.4. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that we may collect and compile data and information related to your use of the Services to be used by us in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services (“**Aggregated Statistics**”). As between us and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by us. You agree that we may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify you or Customer Content.

## **5. DATA PRIVACY AND SECURITY.**

5.1. **Security Safeguards.** Each party will maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of your Customer Content and any associated Personal Data (as defined below) that is collected and/or processed through the Services. On our part, those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Content. Before sharing Customer Content with any of our third- party sub-processors, we will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of your Customer Content and preventing unauthorized access. Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Content when in Customer’s or its representatives’ or agents’ possession or control. We are not responsible for what your Users do with Customer Content which is your responsibility.

5.2. **Sub-processors.** You acknowledge and agree that we may use sub-processors to help provide the Services, who may access Customer Content and any associated personal data, to provide, secure and improve the Services. We will be responsible for the acts and omissions of members of any such sub-processors to the same extent that we would be responsible if we were performing the Services.

5.3. **Data Protection Laws.** You understand that our Services are provided via equipment and resources located in the United States. To the extent that our provision of the Services involves the processing of Personal Data under applicable data protection laws, the parties agree that you will be deemed to be the Data Controller, and we will be deemed to be the Data Processor, as those terms are generally understood under the applicable data protection law. For the purposes of this Agreement, the term “**Personal Data**” means any information relating to an identified or identifiable natural person where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

5.4. **Privacy Laws.** Company acknowledges that Customer Content which includes Personal Data may be protected from disclosure by provincial and or federal law. Company agrees to only retain, use and disclose such data for the purposes

of fulfilling its duties under this Agreement and to keep all such data to which it has access in the performance of this Agreement in a secure manner and disclose it only on direction by Customer.

5.5. **Publicity.** Customer agrees that Company may use Customer's name and refer to Customer in its promotional or marketing materials and its website, lists and business presentations.

## **6. CONFIDENTIALITY.**

6.1. "**Confidential Information**" means all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Content will be deemed Confidential Information of Customer without any marking or further designation. All Company technology and the terms and conditions of this Agreement will be deemed Confidential Information of Company without any marking or further designation. Confidential Information will not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

6.2. Each party (as "**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 other party (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. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party will, to the extent legally permitted, provide Disclosing Party with advance written notification, and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6.3. Company acknowledges that certain of Customer's Confidential Information may be considered "**Educational Records**" as defined in the Family Educational Rights and Privacy Act ("**FERPA**") and therefore protected from disclosure by US federal law, and Company agrees to only use such data for the purpose of fulfilling its duties under this Agreement and to keep all such data to which it has access in the performance of this agreement in a secure manner and to disclose only upon direction by Customer.

## **7. WARRANTIES.**

7.1. We provide our Services using a commercially reasonable level of care and warrant that the Services will materially conform to the Documentation under normal use. Our entire liability and your exclusive remedy under this warranty will be, at our sole option and subject to applicable law, to provide conforming Services, or to terminate the non-conforming Services and provide a pro-rated refund of any prepaid fees from the date you notify us of the non-conformance through the end of the remaining term. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) OUR SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS.

7.2. Use of the Services may be available through a compatible mobile device, internet access, and may require third party software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees, as well as the terms of your agreement with your mobile device and telecommunications provider. WE MAKE NO WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESS, STATUORY OR IMPLIED AS TO (I) THE AVAILABILITY OF INTERNET OR TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION, (II) ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE INTERNET OR TELECOMMUNICATION SERVICES, AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTING CONNECTED WITH THE SERVICES. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD IT LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PROVIDERS OF THE THIRD-PARTY SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTY SERVICES RESTS ENTIRELY WITH CUSTOMER.

## 8. INDEMNIFICATION.

8.1. We will indemnify and defend you against any third-party claim alleging that any of the Services infringes upon any patent or copyright, or violates a trade secret of any such third-party (an "IP Claim"), and we agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. You will promptly notify us of any IP Claim and cooperate with us in defending the claim. We will reimburse you for reasonable expenses incurred in providing any cooperation or assistance. We will have full control and authority over the defense and settlement of any IP Claim, except that: (i) any settlement requiring you to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) you may join in the defense with your own counsel at your own expense.

8.1.1. If (i) Company becomes aware of an actual or potential IP Claim, or (ii) Customer provides Company with notice of an actual or potential IP Claim, Company may (or in the case of an injunction against Customer, will), at Company's sole option and determination: (a) procure for Customer the right to continue to use the Services; or (b) replace or modify the Services with equivalent or better functionality so that Customer's use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the Services and refund to Customer any pre- paid Service fees for any periods after the termination of the Service, less any outstanding moneys owed by Customer to Company.

8.1.2. The obligations in Sections 8.1 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Services with other products, software or services not provided by Company; (ii) any IP Claim related to any Customer Content, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement.

8.2. You will indemnify and defend us against any third-party claim resulting from a breach of Section 1.7 or 4.2 or alleging that any of your Customer Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

## 9. LIMITATION ON LIABILITY.

- 9.1. **LIMITATION ON LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY DAMAGES OR DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) CUSTOMER'S LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. **LIMITATION ON AMOUNT OF LIABILITY.** EXCEPT FOR BREACH OF SECTIONS 1.7, 4.2, 6, (EXCEPT AS OTHERWISE COVERED BY SECTION 9.3), 8 and 9.3, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY ("**GENERAL LIABILITY CAP**"). THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER THIS AGREEMENT.
- 9.3. IN THE CASE OF "DATA PROTECTION CLAIMS," EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) WILL NOT EXCEED TWO TIMES (2X) THE GENERAL LIABILITY CAP. FOR THE PURPOSES OF THIS AGREEMENT, "DATA PROTECTION CLAIMS" MEANS ANY CLAIMS ARISING FROM A PARTY'S BREACH OF SECTION 5 (DATA PRIVACY AND SECURITY), OR BREACH OF APPLICABLE DATA PROTECTION LAWS.
- 9.4. IN NO EVENT WILL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP.
10. **COMPLIANCE WITH LAWS.** In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, data protection and anti-bribery laws and regulations. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services.
11. **SUSPENSION OF SERVICES.** We reserve the right to suspend the Services or restrict functionalities if (a) we reasonably believe that you, your Affiliates or Users have materially violated this Agreement, or (b) we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Where commercially reasonable, and unless legally prohibited, we will use commercially reasonable efforts to notify you when taking any of the foregoing actions. We will not be liable to you, your Affiliates or Users or any other third party for any such suspension of Services or reduced functionality. Any suspected fraudulent, abusive, or illegal activity by you, your Affiliates or Users may be referred to law enforcement authorities at our sole discretion.

## 12. **ADDITIONAL TERMS.**

- 12.1. **Third Party Services.** The Services may provide the capability for you to link to or integrate with third party sites or applications separately accessed by you and not purchased from us. We are not responsible for and do not endorse such services. You have sole discretion whether to purchase or connect to any third-party services and your use is governed solely by the terms for those services. Unless otherwise specified, we and our contractors, suppliers, and licensors disclaim all warranties, express or implied, and all liability for any third-party services we have sold to you.
- 12.2. **Beta Services.** We may offer you access to beta services that are being provided prior to general release ("**Beta Services**"). You understand and agree that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered "AS-IS", and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory or

otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us and acknowledge that opting out may result in cancellation of your access to the Beta Services. If you provide Feedback about the Beta Service, you agree that we own any Feedback that you share with us. For the Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.

- 12.3. **Dispute Resolution**. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it will provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within 30 days after such notice, knowledgeable executives of the parties will hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section will not apply to claims subject to indemnification under Section 8 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.
- 12.4. **Governing Law and Jurisdiction**. This Agreement will be governed by the laws of Province of Ontario, and the exclusive jurisdiction and venue for any claims or actions under this Agreement will be in the provincial and federal courts located in Ottawa, Ontario, Canada.
- 12.5. **High-Risk Use**. You understand that the Services are not designed or intended for use during high-risk activities which include, but are not limited to, use in hazardous environments and/or life support systems.
- 12.6. **Assignment**. Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 12.7. **Notices**. Notices must be sent by personal delivery, overnight courier, registered or certified mail or e-mail. We may also provide notice electronically via postings on our website, in-product notices, or via our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at 16 W. Martin Street, Raleigh, NC 27601, Attn: Contract Admin, email to [cate.morrison@erezlife.com](mailto:cate.morrison@erezlife.com), with a copy to the attention of the Legal Department at the same address; email [legal@cordance.co](mailto:legal@cordance.co). Notices to Customer will be sent to the address and/or e-mail address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.
- 12.8. **Entire Agreement; Order of Precedence**. This Agreement, including the Order(s) and any applicable schedules, exhibits, and appendices, and any mutually signed SOW set forth the entire agreement between Customer and Company relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, this Agreement, and the Documentation, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. No modification of or amendment to this Agreement will be effective unless mutually agreed in writing.
- 12.9. **General Terms**. If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third- party beneficiary or have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. The Agreement may be agreed to online, or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.



12.10. **Changes.** We reserve the right to propose changes to this Agreement that are generally applicable to all customers at any time and will, if such changes are material, provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined in our sole discretion. By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms of the Agreement. If you do not agree to the new terms, you are no longer authorized to use the Services. In the event of a material change of terms, you may terminate the Agreement by giving us written notice within 30 days of our notice of the change of terms and we will refund to you any pre-paid fees that are applicable to the period after such termination.

Last Updated: 2024-06-03