



# End User License Agreement

This End User License Agreement (“Agreement”) is a legal agreement between you (“Licensee”) and Rampiva Inc. (“Rampiva”) (individually, a “Party” and collectively, the “Parties”). By clicking the “I Agree” button or by executing a quote or other document (“Order”), that includes this agreement by reference, the Licensee acknowledges that the licensee has reviewed and accepts this agreement. If you are entering into this agreement as an individual, “Licensee” refers to you individually. If you are entering into this agreement as a representative of an entity, you represent that you have the authority to bind that entity and “Licensee” refers to that entity. If the Licensee does not agree with all of the terms in this Agreement, do not download or otherwise use the Product referenced in the Order.

## 1 DEFINITIONS

- 1.1 “Confidential Information” is any information marked as confidential and all other information that would reasonably be expected to be confidential. Confidential Information does not include information: (a) which is publicly known; (b) which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party; or (c) which is developed independently by the other party without reliance on any of the discloser’s Confidential Information.
- 1.2 “Term” means the term set forth in the Order.
- 1.3 “Intellectual Property Rights” or “IP” means any and all rights arising from or under any of the following, whether protected, created or arising: patents (including, but not limited to, any applications, extensions, divisions, continuations, continuations-in-part, re-examinations, reissues, and renewals related thereto), copyrights (including, but not limited to, any applications, registrations and renewals related thereto), trademarks and service marks (including, but not limited to, applications, registrations, and renewals related thereto), trade dress, trade names, trade secret and know-how and any other intellectual property or proprietary rights of any nature, by whatever name or term known or however designated
- 1.4 “License Key” means an electronic file which enables the use of the Product by the user, for a predefined period of time.
- 1.5 “Open Source Software” means all software, code or other material that is distributed as “free software,” “open source software,” “community software” or under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, and the Apache License);
- 1.6 “Product” means computer software, associated media, and online or electronic documentation provided under this Agreement.
- 1.7 “Update” means any modification, revision, or other enhancement, to the Product created by Rampiva during the Term of this Agreement, including Patch Releases, Minor Releases, and Major Releases.

2 GRANT OF LICENSE. Rampiva grants the Licensee the rights described in this Agreement provided that the Licensee complies with all the terms and conditions of this Agreement.

- 2.1 Except for termination for cause, the purchase of the Product grants the Licensee, exclusively for the Licensee’s internal business purposes, for the environment and term specified in the Order, a

non-exclusive non-transferable license to use the Product listed in the Order.

- 2.2 Disassembly. The Licensee shall not, and shall not permit any Licensee Personnel, Users, or third parties to: modify, create a derivative work of, clone, reverse engineer, decompile, disassemble or in any other way try to gain access to information regarding the construction of the Product(s).
- 2.3 Transfer. Except as otherwise permitted hereunder, Licensee may not rent, lease, lend, sub-license, sell, assign, transfer or pledge the Product in a standalone fashion or this Agreement, on a temporary or permanent basis, unless the Licensee first receives written permission from Rampiva.
- 2.4 Licensing Procedure. Rampiva will issue a temporary Rampiva License Key for the Product until the License Fee has been paid in full. Upon payment of the Licensee Fee and other applicable fees, Rampiva will issue to the Licensee a Rampiva License Key that enables the use of the Product for the remainder of the License Term.
- 2.5 Except as otherwise permitted hereunder, Licensee may not rent, lease, lend, sub-license, sell, assign, transfer or pledge the Product in a standalone fashion or this Agreement, on a temporary or permanent basis, unless the Licensee first receives written permission from Rampiva.

### 3 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- 3.1 Termination. Without prejudice to any other rights, either Party may terminate this Agreement if the opposite Party fails to comply with the terms and conditions of this Agreement.
- 3.2 Survival. Unless by its nature a provision cannot survive this Agreement, the provisions of this Agreement shall survive the expiration or any termination of this Agreement.

4 SUPPORT AND MAINTENANCE. Subject to payment of the Support Fee, Rampiva will provide support and maintenance services (“Support”) to the Licensee under the terms of the Rampiva Support Agreement (“Support Agreement”). Licensee understands and agrees that the terms of the Support Agreement may change from time to time and Licensee’s continued use of the Support indicates consent of these changes.

5 DELIVERY. The Product and any associated materials are provided in electronic format only. The Licensee is responsible for downloading the Product from the Rampiva website <https://rampiva.com>. Upon purchase, Rampiva shall deliver to the Licensee a License File which will enable the Product to function in the purchased license capacity.

### 6 FEES

- 6.1 License Fee and Other Fees. Licensee agrees to pay the License Fee and any other fees set forth in the Order.
- 6.2 Purchases through Reseller. Notwithstanding anything herein to the contrary, in the event that Licensee is purchasing the Product from a Rampiva authorized reseller, Licensee’s obligations to Rampiva with respect to payment set forth herein shall be deemed to be obligations by Licensee to such reseller.
- 6.3 Taxes. The license fees and any other amounts payable pursuant to the terms and conditions herein are exclusive of any taxes or duties, now in force or enacted in the future, in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Rampiva, Licensee must pay the amount of such taxes or duties in addition to any fees owed under this Agreement.

- 7 INTELLECTUAL PROPERTY RIGHTS. All title, intellectual property rights, and copyrights in and to the Product (including but not limited to any code, images, photographs, clipart, libraries, and examples incorporated into the Product), the accompanying materials, and any copies of the Product are owned by Rampiva, with the exception of the third-party open source libraries/files provided with the Product. Nothing in this Agreement, or the negotiation or performance thereof, shall be construed as transferring to Licensee or any other party any IP or other proprietary rights of Rampiva or its third-party vendors. Rampiva will own all Intellectual Property Rights in any copy, translation, modification, adaptation or derivation of the Product including but not limited to any improvements or developments in the Product. All rights not expressly granted hereunder are reserved by Rampiva.
- 8 NON-DISCLOSURE. Both Parties recognize that each Party may obtain proprietary and/or Confidential Information of the other Party in the course of their business and fulfilling their respective obligations and exercising their respective rights under this Agreement. Each Party agrees to protect each other's Confidential Information as follows:
  - 8.1 Time and Method. Both during the term of this Agreement and thereafter, to hold each other's Confidential Information in confidence and to protect the disclosed Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as they use to protect their own confidential information of a like nature.
  - 8.2 Permitted Disclosure to Employees. Each Party agrees that it will only disclose Confidential Information to its responsible partners of the partnership (in the case of Licensee), employees, contractors, professional advisors and representatives and agents who have a bona fide need to know and who are bound by agreement or by law or professional standards to keep such information confidential.
  - 8.3 Other Permitted Disclosures. Each Party may disclose Confidential Information (a) as authorized by the other Party in writing or (b) to the extent required by applicable law, court, or government/administrative/regulatory agency, or pursuant to applicable professional standards, provided that the Party required to disclose Confidential Information promptly notifies the other Party to the extent permitted by law and cooperates with any efforts by the other Party, at the other Party's expense, to limit such disclosure by means of seeking a protective order or requesting confidential treatment.
- 9 Links to third-party sites. The Product or Product Documentation may contain links to third-party sites. The third-party sites are not under the control of Rampiva, and Rampiva is not responsible for the contents of any third-party sites, any links contained in third party sites, or any changes or updates to third party sites. Rampiva provides the links to third party sites to the Licensee only as a convenience, and the inclusion of any link does not imply an endorsement by Rampiva of the third party site.
- 10 NO WARRANTY AND DISCLAIMER.
  - 10.1 WITHOUT LIMITING ANY GUARANTEE, CONDITION, WARRANTY OR TERM IMPOSED BY APPLICABLE LAW AND WHICH CANNOT BE EXCLUDED, RAMPIVA DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RAMPIVA DOES NOT WARRANT THAT THE PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

- 10.2 IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE PRODUCT, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THE TERM.
- 10.3 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RAMPIVA, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.
- 10.4 Remedy. If the Product does not perform in accordance with any warranty implied by law that cannot be excluded as provided in Section 10, and Licensee provides written notice to Rampiva during the applicable warranty period, Rampiva's entire liability and Licensee's sole and exclusive remedy will be for Rampiva to either (at Rampiva's option) correct, repair or replace the Product or refund a prorated (based upon the time remaining in the license term) portion of the applicable License Fee. Any corrected, repaired or replaced Product will be warranted for the remainder of the original warranty period.
- 10.5 Exclusions. To the extent permitted by applicable laws, no warranty will apply to the Product if: (a) Licensee has previously used the Product pursuant to a demo, evaluation, or trial period; (b) the issue relates to use of a pre-release alpha and beta version of the Software or Scripts; (c) Licensee has used the Software other than in accordance with the Documentation; (d) the Software has been modified in any way without Rampiva's prior written consent; (e) the issue relates to the incorrect installation of the Software; (f) the issue relates to the nature, use or operation of hardware; (g) the issue relates to any third party software; (h) Licensee has used the Software in contravention of any law, treaty, regulation, or convention; or (i) Licensee has breached any of the terms of this Agreement.

## 11 LIMITATION OF LIABILITY.

- 11.1 EXCEPT FOR CLAIMS OF INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, DEATH OR PERSONAL INJURY, CLAIMS THAT CANNOT BE LIMITED BY LAW, IN NO EVENT WILL RAMPIVA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, DATA, GOODWILL OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, PROBLEMS WITH THE PRODUCT, UNAUTHORIZED ACCESS OR HACKING INTO THE PRODUCT, OR ANY BREACH OF RAMPIVA'S WARRANTIES OR OBLIGATIONS, EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE OR PRODUCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND LICENSEE WAIVES, RELEASES AND AGREES NOT TO ASSERT ALL SUCH CLAIMS.
- 11.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, RAMPIVA'S AGGREGATE TOTAL MONETARY LIABILITY TO LICENSEE IN RESPECT OF EACH SEPARATE CAUSE OF ACTION HEREUNDER, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO STATUTORY, TORT, STRICT LIABILITY, WARRANTY, CONTRIBUTION, AND CONTRACT THEORIES) WILL BE LIMITED TO THE TOTAL FEES PAID BY THE LICENSEE TO RAMPIVA UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS OF THE SUBSCRIPTION PERIOD DURING WHICH THE APPLICABLE EVENT GIVING RISE TO THE CLAIM AROSE.
- 12 Force Majeure. Rampiva is not liable hereunder by reasons of failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, Acts of God, government action, labor conditions, or any

other cause which is beyond its control.

- 13 Audit. Rampiva may audit Licensee's compliance with the terms of this Agreement at any time on reasonable notice to Licensee and Licensee will provide access to any hardware, software, systems, documents and Personnel of Licensee, and will provide all reasonable co-operation to Rampiva for the purposes of any such audit. Licensee's non-compliance with this Section will be deemed an incurable breach of this Agreement. Each Party will bear its own costs of the audit, provided that should Licensee be found to be in breach of this Agreement, Licensee shall bear all the costs of the audit.
- 14 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and in English language, and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the date sent by e-mail with confirmation of transmission if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Party at the address set forth on the Order (or to such other address that may be designated by a Party from time to time).
- 15 NO WAIVER. No action taken by either party pursuant to this Agreement, and no waiver by either party, whether express or implied, of any provision or right in this Agreement or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this Agreement, will constitute a continuing waiver with respect to such provision or right or as a breach or waiver or any other provision or right, whether or not similar.
- 16 SEVERABILITY. If any covenant or provision of the Agreement is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this Agreement and shall not affect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.
- 17 GOVERNING LAW. This Agreement shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein.
- 18 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by both parties.
- 19 AUTHORITY. Each party represents and warrants to the other party that it has the full power and authority to enter into this Agreement, to grant and assign the rights herein granted and assigned. and carry out its obligations.