



End User License Agreement

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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 without any breach of confidentiality under this Agreement; (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 “Documentation” means the applicable user manuals, handbooks, installation guides and relating documentation regarding the Products.
- 1.3 “External User” means any person who is not a full-time or part-time employee of the Licensee (or any company controlled by or under common control with Licensee that is specifically identified in the applicable Order as an authorized affiliate), or an agency temporary personnel or an independent contractor on assignment at the place of business of the Licensee.
- 1.4 “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.
- 1.5 “License Credential” means a License Key or a License File.
- 1.6 “License File” means an electronic file which enables the use of the Product by the authorized user, for a predefined period of time and on an environment with a specific digital fingerprint.
- 1.7 “License Key” means an identification code and a key code which enable the use of the Product by the authorized user, for a predefined period of time.
- 1.8 “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).
- 1.9 “Product” means computer software, associated media, and online or electronic documentation

provided under this Agreement.

- 1.10 "Product Edition" means as set of features and restrictions associated with the Product, such as, without limitation, Lab, Business, Premium, or Enterprise.
 - 1.11 "Term" means the applicable term set forth in the Order.
 - 1.12 "Third-Party License" means the license of a third-party software that the Product is licensed and designed to operate in conjunction with, including eventual restrictions associated with the third-party license such as the edition of the third-party license or the number of "workers" or "cores" licensed.
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 - 2.1 Except for termination for cause pursuant to clause 3.1, 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 limited, non-exclusive, non-transferable, non-sublicensable, license to use the Product listed in the Order during the Term.
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 - 2.4 Licensing Procedure. Rampiva will issue a temporary License Credential for the Product until all applicable license fees have been paid in full. Upon payment of the licensee fees and other applicable fees, Rampiva will update the applicable License Credential to enable the use of the Product for the remainder of the License Term. Rampiva, at its sole discretion, may elect to provide the License Credential in the form of a License Key or a License File.
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3 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- 3.1 Termination. This Agreement and the license granted hereunder shall remain in effect for the Term.

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 and (except in the case of non-payment of license fees by Licensee when and as due) such breach continues uncured for a period of fifteen (15) business days following written notice thereof.

- 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.
- 3.3 Licensee Logo. Rampiva may use Licensee's logo in websites, databases, and/or digital content hosted by Rampiva, along with advertising and promotional materials related thereto, all for the purpose of informing others that Licensee is using the Product.

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 - 4.4 External Users Access. Unless using a Premium, Corporate or Enterprise Edition of the Product, the Product shall not be rendered accessible to External Users.
 - 4.5 External-Facing Deployment. Unless using a Premium, Corporate or Enterprise Edition of the Product, the Product shall not be rendered accessible from outside of the Licensee's computer network.
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 - 4.7 Branding. Unless using a Premium, Corporate or Enterprise Product Edition, the Product branding shall not be altered in any way.
- 5 SUPPORT AND MAINTENANCE. Subject to payment of all applicable support fees, Rampiva Global, LLC will provide support and maintenance services ("Support") to the Licensee under the terms of the Standard Software Support Terms, available at <https://rampiva.com/legal/support>, the terms and conditions of which are incorporated herein by reference. Licensee understands and agrees that the Standard Software Support Terms may change from time to time and Licensee's continued use of

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7 FEES

- 7.1 License Fee and Other Fees. Licensee agrees to pay the License Fee and any other fees set forth in the Order.
- 7.2 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.
- 7.3 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.

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- 9 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:

- 9.1 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, but in no event less than a commercially reasonable standard of care.

- 9.2 Permitted Disclosure to Employees. Each Party agrees that it will only disclose Confidential Information to its responsible employees, contractors, professional advisors, directors, officers, managers, members 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.
- 9.3 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.

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- 12.5 Exclusions. To the maximum 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 Product or scripts; (c) Licensee has used the Product other than in accordance with the Documentation; (d) the Product has been modified in any way without Rampiva's prior written consent; (e) the issue relates to the incorrect installation of the Product; (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 Product in contravention of any law, treaty, regulation, or convention; or (i) Licensee has breached any of the terms of this Agreement.

13 LIMITATION OF LIABILITY.

- 13.1 EXCEPT FOR OBLIGATIONS UNDER SECTION 9 (NON-DISCLOSURE) AND SECTION 14 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY 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 OR IN CONNECTION WITH THIS AGREEMENT, OR THE USE OR INABILITY TO USE THE PRODUCT, OR UNAUTHORIZED ACCESS OR HACKING INTO THE PRODUCT, OR ANY BREACH OF EITHER PARTY'S WARRANTIES OR OBLIGATIONS, EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND EACH PARTY WAIVES, RELEASES AND AGREES NOT TO ASSERT ALL SUCH CLAIMS.

- 13.2 EXCEPT FOR OBLIGATIONS UNDER SECTION 9 (NON-DISCLOSURE) AND SECTION 14 (INDEMNIFICATION), IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE LESSER OF (i) \$2,000,000; AND (ii) THREE (3) TIMES THE AGGREGATE AMOUNT OF FEES PAID BY THE LICENSEE UNDER THIS AGREEMENT OVER THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14 INDEMNIFICATION

- 14.1 Provided that Licensee is not in breach of this Agreement, Rampiva shall defend and indemnify Licensee against any third-party claim that the Products, as delivered to Licensee by Rampiva, infringe a copyright or a Canadian or U.S. valid patent or trade-mark registered as of the date of delivery of the Products to Licensee, provided that: (a) Licensee notifies Rampiva within ten (10) days of the claim; (b) Rampiva has sole control of the defense and all related settlement negotiations; and (c) Licensee provides Rampiva with the assistance, information and authority necessary to perform Rampiva's obligations under this section. Reasonable out-of-pocket expenses

incurred by Licensee in providing such assistance will be reimbursed by Rampiva.

- 14.2 In the event the Products are held or are believed by Rampiva to infringe, Rampiva shall have the option to: (a) modify the Products to be non-infringing, provided that the Products materially perform the same function; or (b) obtain for Licensee a license to continue using the Products. If it is not commercially reasonable to perform either of the above options, then Rampiva may terminate this Agreement and refund a prorated (based upon the time remaining in the Term) portion of the applicable License Fee. This section states Rampiva's entire liability and Licensee's exclusive remedy for infringement.
- 15 **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.
- 16 **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.
- 17 **EXPORT REGULATION.** The Products and related Documentation may be subject to Canadian and US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Products or Documentation to, or make the Products or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Products or Documentation available outside Canada or the US.
- 18 **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 in accordance with this Section).
- 19 **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.

- 20 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.
- 21 GOVERNING LAW. This Agreement shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario, the Federal laws of Canada or any other jurisdiction).
- 22 ENTIRE AGREEMENT. This Agreement (together with the Order and all other agreements incorporated herein by reference) 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 amended or modified only in a writing signed by both Parties, and shall be enforceable in accordance with its terms when signed by both Parties.
- 23 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.
- 24 ASSIGNMENT. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Rampiva. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.