



Rampiva Portal Terms of Use

This Agreement governs your use of the Rampiva Portal, including the Rampiva License Server (collectively the “Portal”). The Agreement is between You and Rampiva Technology Inc. (together with its affiliate Rampiva Global, LLC, collectively “Rampiva”), and consists of the terms below and the Rampiva Privacy Policy <https://rampiva.com/privacy-policy> (collectively the “Agreement”).

By accessing or using the Portal, You are agreeing to this Agreement. You represent and warrant to Rampiva that You have the authority to accept this Agreement on behalf of yourself, a company, and/or other group or entity, as applicable.

1 YOUR USE OF THE RAMPIVA PORTAL

- 1.1 Your access and use of the Portal is subject to your compliance with this Agreement and the license and use requirements provided herein. Nothing in this Agreement shall be construed to grant you a right to any other Rampiva product or service and Rampiva reserves the right to discontinue any Rampiva product or service at any time in Rampiva’s sole discretion.
- 1.2 License. Rampiva grants You a limited, non-exclusive, non-assignable, non-transferable, revocable license to use the Portal, to consult data made available to You by the Portal, to enable the functioning of Rampiva offerings requiring access to the Portal, to integrate third-party applications, or to integrate applications that You developed.
- 1.3 Use Requirements. The following use requirements set out Rampiva’s minimum expectations for your use of the Portal. Violation of these use requirements may result in the suspension or termination of your use of the Portal. You must not:
 - 1.3.1 Use the Portal in a way that could impair, harm or damage Rampiva, the Portal or anyone’s use of the Portal;
 - 1.3.2 Use the Portal to disrupt, interfere with, or attempt to gain unauthorized access to services, servers, devices, or networks connected to, or which can be accessed via, the Portal;
 - 1.3.3 Use an unreasonable amount of bandwidth, or adversely impact the stability of the Portal or the behavior of other applications using the Portal;
 - 1.3.4 Attempt to circumvent the limitations Rampiva sets on your use of the Portal;
 - 1.3.5 Share your access credentials to the Portal with any third-parties;
 - 1.3.6 Reverse engineer, decompile or disassemble the Portal, except and only to the extent that applicable law expressly permits You to do so;
 - 1.3.7 Use the Portal, or any data obtained using the Portal, to conduct performance testing of any Rampiva offering unless expressly permitted by Rampiva;
 - 1.3.8 Use the Portal, or any data obtained using the Portal, to identify, exploit or publicly disclose any potential security vulnerabilities;
 - 1.3.9 Redistribute or resell, or sublicense access to, the Portal, any data obtained using the Portal, or any Rampiva offering;
 - 1.3.10 Falsify or alter any unique referral identifier in, or assigned to an account, or otherwise obscure or alter the source of queries to hide a violation of this Agreement; or
 - 1.3.11 Use the Portal or allow anyone to use the data you obtained from the Portal in a way that violates

applicable laws and regulation, such as, without limitation, illegal activities, piracy, violating copyright, trademark or other intellectual property laws, accessing or authorizing anyone to access the Portal from an embargoed country as prohibited by the Canadian or U.S. government., or threatening, stalking, defaming, defrauding, degrading, victimizing or intimidating anyone for any reason.

- 1.4 Access to the Portal may require You to create or have access to a Microsoft Account. You are solely responsible for the Microsoft Account and for complying with any agreements applicable to the Microsoft Account.
- 1.5 User Data and Privacy Requirements. You must obtain any necessary consents for any data You collect, use, store or/or provide to Rampiva, as required by applicable laws and regulations.
- 1.6 You must not use the Rampiva logo, trademarks or tradenames without prior written approval from Rampiva, and in such a case that approval is granted, You must comply with all applicable Rampiva brand guidelines.
- 1.7 Support. Because the Portal is provided “as is,” Rampiva may not provide support services for the Portal.

2 YOUR APPLICATION

- 2.1 When integrating the Portal with an application that You developed or with a third-party application that You manage (each an “Application”), You are responsible for your Application. In particular, You must ensure that your Application:
 - 2.1.1 Is regularly tested for errors;
 - 2.1.2 Is free from any malicious, deceptive or unlawful code or program or any activities that violate applicable law, regulations, government orders or decrees;
 - 2.1.3 Employs industry standard security and privacy practices;
- 2.2 Support. You are solely responsible for the quality of your Application and providing support for your Application. You acknowledge and agree that Rampiva shall have no obligation to support your Application.

3 TERM AND TERMINATION

- 3.1 Termination. This Agreement will remain in effect until terminated. Rampiva may suspend or immediately terminate this Agreement, including the licenses and rights granted herein and/or may disable your Application or access to the Portal at any time and in Rampiva’s sole discretion.
- 3.2 Effect of Termination. Upon termination, all licenses granted herein immediately expire, and you must cease use of the Portal. You must comply with any Rampiva instruction to return or delete data accessed or obtained through the Portal, unless prohibited by law. Rampiva will not be liable to you for any damages resulting solely from termination of this Agreement in accordance with its terms.

4 WARRANTIES AND DISCLAIMER OF WARRANTY

- 4.1 Your warranties. You represent, warrant and undertake to Rampiva that:
 - 4.1.1 Your Application and use of the Portal comply with all applicable laws and regulations in each territory or country in which you make your Application available. This includes without limitation:
 - (i) data protection, privacy and other laws and regulations relating to collection, transmission and

use of data associated with Users, (ii) telecommunications laws, (iii) content ratings regulations, (iv) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products, and (v) export control laws;

- 4.1.2 Your Application does not infringe upon or misappropriate any intellectual property or personal right of Rampiva or any third party;
 - 4.1.3 The licenses You grant to Rampiva hereunder do not, and will not, violate any agreements to which You are a party or of which You are otherwise aware.
 - 4.1.4 You have obtained any and all consents, approvals or licenses (including written consents of third parties where applicable) required for You to grant the rights You grant hereunder;
 - 4.1.5 Rampiva's exercise of the rights You grant under this Agreement will not obligate Rampiva or its affiliates to any third party; and
 - 4.1.6 The information You provide to Rampiva through the Portal is accurate and correct.
- 4.2 RAMPIVA DISCLAIMER OF WARRANTY. RAMPIVA PROVIDES THE PORTAL "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE PORTAL. RAMPIVA EXCLUDES ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE PORTAL. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE. WITHOUT LIMITING THE FOREGOING, RAMPIVA EXPRESSLY DISCLAIMS ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE PORTAL WILL BE UNINTERRUPTED, SECURE OR ERROR FREE.

5 LIMITATION OF LIABILITY

- 5.1 RECOVERY FROM RAMPIVA, RAMPIVA PARTNERS, SUPPLIERS, LICENSORS, AND AFFILIATES ("COVERED PARTIES") FOR ALL SUCCESSFUL CLAIMS IS LIMITED TO ONLY DIRECT DAMAGES UP TO \$500 USD. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES AND LOST PROFITS. THIS LIMITATION APPLIES TO ANYTHING RELATED TO THIS AGREEMENT, FOR EXAMPLE: A RAMPIVA OFFERING OR PORTAL, LOSS OF DATA, YOUR CONTENT; VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF THE PORTAL; INCOMPATIBILITY BETWEEN YOUR APPLICATION AND OTHER SERVICES, SOFTWARE, HARDWARE OR APPLICATIONS; DELAYS OR FAILURES YOU MAY HAVE IN INITIATING, CONDUCTING, OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH THE PORTAL OR A RAMPIVA OFFERING IN AN ACCURATE OR TIMELY MANNER; AND CLAIMS FOR BREACH OF CONTRACT; BREACH OF WARRANTY, GUARANTEE, OR CONDITION; MISREPRESENTATION; STRICT LIABILITY; NEGLIGENCE; OR OTHER TORT. IT ALSO APPLIES EVEN IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, FAILS OF ITS ESSENTIAL PURPOSE OR A COVERED PARTY KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. THIS AGREEMENT DOES NOT EXCLUDE OR RESTRICT LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM A COVERED PARTY'S NEGLIGENCE, FRAUD, OR ITS GROSS NEGLIGENCE OR WILLFUL INTENT. SOME OR ALL OF THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IF YOUR STATE, PROVINCE, OR COUNTRY DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES.

6 INDEMNIFICATION

- 6.1 Indemnification by You. You will defend, indemnify and hold Rampiva and Rampiva's affiliates, agents and employees, harmless from and against (including by paying any associated costs, losses damages or expenses and attorneys' fees) any and all third-party claims, proceedings or suits arising from or related to breach of your representations, warranties, or obligations herein or infringement of Rampiva's or third party's intellectual property.
- 6.2 Process. In connection with any claims subject to the indemnification obligations above, Rampiva will (i) give You prompt written notice of the claim, (ii) cooperate with You (at your expense) in connection with the defense and settlement of the claim, and (iii) permit You to control the defense and settlement of the claim with counsel reasonably acceptable to Rampiva except that You may not settle the claim against Rampiva without Rampiva's prior written consent. Rampiva (at its own cost) may participate in the defense and settlement of the claim with counsel of its own choosing.

7 GENERAL TERMS

- 7.1 Applicable 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).
- 7.2 Exclusivity. This Agreement does not restrict Rampiva or You from acquiring, marketing, developing, or distributing technology, data, content, products or services similar to, instead of, or in addition to the Application.
- 7.3 Assignment and Delegation. Except as expressly permitted in this Agreement, You may not assign or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. Rampiva may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to You.
- 7.4 Reservation of Rights. All rights not expressly granted herein are reserved by Rampiva. You acknowledge that all intellectual property rights within the Portal remain the property of Rampiva and nothing within this Agreement will act to transfer any of these intellectual property rights to You.
- 7.5 Independent Contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship, joint controller, processor-subprocessor relationship, a partnership, or a joint venture between the parties.
- 7.6 No Waiver. Nether party's failure to act with respect to a breach of this Agreement will waive that party's right to act with respect to that breach or other breaches.
- 7.7 Survival. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive.
- 7.8 Modifications. Rampiva may modify this Agreement at any time with or without individual notice to You. Any modifications will be effective upon your continued use of the Portal.
- 7.9 Entire Agreement. This Agreement, any Accompanying Terms and any documents incorporated into this Agreement by reference, constitute the entire agreement between You and Rampiva regarding the Portal and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. If any provision of this Agreement is found to be illegal, void, or unenforceable, the

unenforceable provision will be modified so as to render it enforceable to the maximum extent possible.