



END USER LICENCE AGREEMENT UNITY ENTITY MANAGEMENT

BY USING THE UNITY ENTITY MANAGEMENT SOFTWARE (THE “SERVICES”) YOU (“CUSTOMER”, “YOU” OR “YOUR”) AGREE THAT YOU HAVE CAREFULLY READ AND UNDERSTAND, ACCEPT AND AGREE WITH THE TERMS AND CONDITIONS OF THIS END USER LICENCE AGREEMENT (“EULA”). THIS EULA MAY HAVE BEEN AMENDED SINCE YOUR LAST VISIT TO THIS PAGE, AND BY CONTINUING TO USE THE SERVICES YOU AGREE TO THE TERMS AND CONDITIONS OF THIS EULA AS AMENDED.

The Subscription Agreement You signed with Dye & Durham Corporation (“D&D”, “Us” or “We”) incorporates the terms of this EULA regarding Your access to and use of the Services.

If You are agreeing to this EULA on behalf of a company, organization, other legal entity or legal person, You represent that You have the authority to bind that entity and any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity (“**Affiliates**”), and its respective employees, consultants, contractors, agents, representatives and any other individuals that have been authorized by You to access and use the Services (“**Users**”). All references to You, Your or Customer in this EULA are interpreted to include You and your Users, unless the context expressly suggests otherwise. If You do not agree with this EULA or if You do not have such authority, the portion of the Subscription Agreement relating to the Services described herein is void and You will not be permitted to access, receive and use the Services.

1. SERVICES

1.1 **Services.** Subject to the terms of this EULA, during the Term, D&D will provide Customer with access to and use of the Services.

1.2 **Additional Services.** In addition to the Services, D&D may, in its sole discretion, provide document customization services at the written request of the Customer (the “**Document Customization Services**”) that includes drafting:

- (a) standardized correspondence that incorporates Customer’s stationery (letterheads, fonts and styles, signing lines, margins etc.);
- (b) variations of existing Unity Entity Management precedents to adapt to individual Customer preferences; and
- (c) bespoke precedents not available in the existing Unity Entity Management precedent library,

(all such documents created by D&D pursuant to Document Customization Services are referred to herein collectively as, the “**Bespoke Agreements**”), and Customer will make all requests for Document Customization Services to UEM.Support@dyledurham.com. Any Document Customization Services rendered by D&D to Customer shall be subject to hourly charges at D&D’s then current rates.

1.3 **Third Party Applications.** D&D may, in its sole discretion, allow the Services to be used with certain third-party applications that are pre-approved by D&D from time to time (a “**Third Party**

Application”). Customer may submit a request to UEM.Support@dyedurham.com for the purposes of connecting a Third Party Application to the Services, provided D&D may refuse such request as it sees fit in its sole discretion.

2. RESPONSIBILITIES

2.1 **Your responsibilities.** You will be responsible for: (a) Your compliance with applicable laws, this EULA, the Subscription Agreement and any other terms and conditions incorporated by reference in this EULA and the Subscription Agreement; (b) preventing unauthorized access to or use of the Services, and other D&D documentation and policies applicable to the Services, as amended by Us from time to time (the “**Documentation**”) (and notify Us promptly of any such unauthorized access or use); (c) complying with terms of service of any Third Party Applications with which You use Services; and (d) notifying Us promptly of any security incident or vulnerability of Yours which may directly or indirectly affect the Services.

2.2 **Restrictions.** You will not:

- (a) allow anyone other than Yourself to use the Services, Third Party Content (“**Third Party Content**” means information obtained by Us from publicly available sources or Our third-party content providers and made available to You through the Services) or Documentation;
- (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Documentation, or include the Services or Documentation in a service bureau or outsourcing offering;
- (c) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or store or transmit material in violation of third-party rights;
- (d) store or transmit malicious code, or send spam;
- (e) interfere with or disrupt the integrity or performance of the Services, Third Party Applications, or third-party data;
- (f) attempt to gain unauthorized access to the Services or Documentation or its related systems or networks;
- (g) share any User’s passwords (except expressly permitted in a Subscription Agreement);
- (h) permit access to or use of the Services or Documentation in a way that circumvents a contractual service limit, or use the Services to access or use any D&D intellectual property except as permitted under this EULA, a Subscription Agreement, or Documentation;
- (i) copy the Services or any part, feature, function or user interface of the Services;
- (j) copy, distribute or use Third Party Content except as permitted in this EULA or in a Subscription Agreement or Documentation; (j) copy Documentation except for internal use by You;

- (k) frame or mirror any part of the Services or Documentation, other than framing on Your own intranets or otherwise for Your own internal business purposes;
- (l) access or use the Services or Documentation in order to build a competitive product or service or to benchmark with a non-D&D product or service; or
- (m) reverse engineer the Services or any software used to provide the Services (to the extent such restriction is permitted by applicable laws).

2.3 **Non-D&D Providers.** We may make third-party products or services available, including Third Party Applications and other services (such as document digitization services), which are subject to the following:

- (a) If You purchase such products or services, any exchange of data between You and any third-party provider, product or service is solely between You and the applicable third-party provider. We do not warrant or support Third Party Applications or other third-party products or services.
- (b) If You choose to use a Third Party Application with the Services (for example, DocuSign's API), You grant Us permission to allow the Third Party Application and its provider to access data submitted by or for You to the Services or provided by Us to You in output files generated by the Services, including Customer Documents ("**Customer Documents**" means documents submitted by or for You to the Services or provided by D&D to Customer in output files generated by the Services, including digital documents in .docx, .xlsx, and .pdf formats, uploaded to or generated by the services) but excluding Customer Content (as such term is defined in Section 6.4 hereof), Service Attributes ("**Service Attributes**" means (i) data related to the provision or use of the Services, such as resource identifiers, metadata tags, security and access roles, logs, rules, audit trail events, usage policies, permissions, usage metrics, statistics and analytics; and (ii) data required for billing or administration of the Services, including billing and support contact information), Third Party Content, Third Party Applications, and Service Attributes ("**Customer Data**") as required for the interoperation of that Third Party Application with the Services. We are not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Third Party Application or its provider.
- (c) The Services may contain features designed to interoperate with Third Party Applications. To use such features, You may be required to obtain access to such Third Party Applications from their providers, and may be required to grant Us access to Your accounts on such Third Party Applications (for example, You will be required to sign into an existing Office 365 or DocuSign account to allow the Services to interoperate with those accounts). We cannot guarantee the continued availability of such Services features, and may cease providing them without entitling You to any refund, credit, or other compensation.
- (d) If We receive information that any Third Party Application used with the Services by You may violate applicable laws, third-party rights, or this EULA, We reserve the right to disable such Third Party Application or modify it to resolve the potential violation.

3. FEES AND PAYMENT

3.1 **Fees.** You will pay all fees specified in the Subscription Agreement or this EULA, and additional charges for approved Document Customization Services. Except as otherwise specified in a Subscription Agreement, payment obligations are non-cancelable and fees paid are non-refundable.

3.2 **Invoicing and Payment.** Unless otherwise stated in the Subscription Agreement, or unless otherwise agreed in writing from time to time: (a) fees will be invoiced in arrears on the first day of each month ; (b) undisputed fees and expenses are due net 30 days from the invoice date; and (c) fees and expenses are payable by electronic funds transfer or pre-authorized debit. You are responsible for providing complete and accurate billing and contact information to Us, and notifying Us of any changes to such information. You are solely responsible for all fees charged to You by Your bank, or other financial institution. If You do not notify Us in writing of an issue You may have with an invoice within 60 days of the invoice date, then You are deemed to have accepted the invoice and You waive any right to dispute the amount of the invoice.

3.3 **Overdue Charges.** If any undisputed invoiced amount is not received by Us by the due date, then, without limiting Our rights or remedies, the invoiced amounts will accrue late interest at the rate of 1.5% of the outstanding balance per month (equivalent to 19.56% per annum), or the maximum rate permitted by law, whichever is lower.

3.4 **Taxes.** You will be responsible for all applicable taxes or other charges imposed by any governmental authority, relating to: (i) Us providing; or (ii) Your access, receipt and use of, the Services. If We are obligated to collect or pay taxes for which You are responsible, You will pay Us the appropriate amount unless You provide Us with a valid tax exemption certificate. We reserve the right to gross up the Fees for the Software and Services in an invoice if a withholding prevents Us from receiving the actual amount specified in an invoice.

4. PERSONAL INFORMATION PROCESSING

4.1 **Compliance with Applicable Privacy and Data Protection Laws.** Each of the Parties will comply with its obligations and all applicable requirements under the privacy and data protection laws, statutes, and regulations applicable to the processing of information about an identifiable individual (“**Personal Information**”), including without limitation, as amended or superseded: Canada’s federal Personal Information Protection and Electronic Documents Act (S.C. 2000, c.5) (“**PIPEDA**”); Alberta's Personal Information Protection Act (S.A. 2003, c. P-6.5) (“**Alberta PIPA**”); British Columbia's Personal Information Protection Act (S.B.C. 2003, c. 63) (“**BC PIPA**”); and Québec's Act respecting the protection of personal information in the private sector (CQLR, c. P-39.1) (“**Québec Act**”) (collectively, the “**Applicable Privacy and Data Protection Laws**”). This EULA is in addition to, and does not relieve, remove, or replace a Party’s obligations or rights under the Applicable Privacy and Data Protection Laws.

4.2 **Details of Personal Information Processing.** D&D will process the Personal Information to the extent, and in such a manner, as is necessary to provide the Services and as described in D&D’s Privacy Notice accessible at <https://dyedurham.ca/privacy-policy/>, as amended from time to time.

- (a) **Subject-matter and Duration of Processing.** The Personal Information will be processed by D&D for as long as required to provide the Services to the Customer pursuant to this EULA and comply with the Parties' obligations under applicable law.
- (b) **Nature and Purpose of Processing.** To provide the Services to Customer and to comply with the Parties' obligations under applicable law. Processing operations may include the following: collecting, recording, organizing, storing, use, alteration, disclosure, transmission, combining, retrieval, consultation, archiving and/or destruction.
- (c) **Types of Personal Information.** The types of Personal Information to be processed by D&D as processor in connection with the Services are determined by the Customer in its sole discretion and will depend on the Services provided. The types of Personal Information may include names, addresses, telephone numbers, email addresses, professional title, employer, date of birth, and Social Insurance Number.
- (d) **Categories of Data Subjects.** The categories of data subjects whose Personal Information may be processed in connection with the Services may include the Customer's clients and contacts, and Customer's employees.

4.3 **Obligations of Customer as Data Controller.** As the principal organization with control of the Personal Information ("**Data Controller**") and in connection with the Services, the Customer will provide processing instructions to D&D that are in accordance with the Applicable Privacy and Data Protection Laws. Customer represents and warrants that Customer has obtained all necessary consent and provided all necessary notice to Data Subjects in accordance with the Applicable Privacy and Data Protection Laws and has the right to transfer, or provide access to, the Personal Information to D&D for Processing in accordance with the terms of the Subscription Agreement and this EULA.

4.4 **Obligations of D&D as Processor.** Where D&D processes Personal Information on Customer's behalf as the Data Controller (D&D then being a "**Processor**" of Personal Information on Customer's behalf) and to the extent required by the Applicable Privacy and Data Protection Laws, D&D will:

- (a) process the Personal Information only on documented instructions from the Customer, unless required to do so by applicable law; in such a case, D&D will inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (b) immediately inform the Customer if, in D&D's opinion, an instruction of the Customer infringes the Applicable Privacy and Data Protection Laws;
- (c) maintain a list of its sub-processors (as defined in Section 4.5(a)) on its website, available at <https://dyedurham.ca/terms-of-use/subcontractors/>;
- (d) ensure that persons authorized to process the Customer's Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; and

- (e) implement and maintain security safeguards to protect Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification, and such measures shall be appropriate to the sensitivity of the information.

4.5 **General Authorization to Appoint Processors.** Customer hereby provides prior, general authorisation for D&D to:

- (a) appoint processors to process the Customer Personal Information (“**sub-processors**”), provided D&D:
 - (i) shall ensure that the terms on which D&D appoints such sub-processors comply with the Applicable Privacy and Data Protection Laws, and are consistent with the data protection obligations imposed on D&D in this EULA;
 - (ii) shall remain responsible for the acts and omission of any such sub-processor as if they were the acts and omissions of D&D; and
- (b) transfer Customer Personal Information to a sub-processor outside Canada, provided D&D shall ensure that all such transfers are effected in accordance with the Applicable Privacy and Data Protection Laws.

4.6 **Data Transfers.** To provide the Services to You, D&D’s processing of Personal Information may involve transfers of Personal Information to another jurisdiction, including to another province or territory within Canada or from Canada to another country, and you consent to any such transfer.

4.7 **Privacy Breach Notification.**

- (a) **Notice of Privacy Breach.** D&D will notify Customer without undue delay after becoming aware of the loss of, unauthorized access to or unauthorized disclosure of the Customer’s Personal Information resulting from a breach of security safeguards or from a failure to establish those safeguards (“**Privacy Breach**”) and will take reasonable steps to mitigate the effects and minimize any damage resulting from the Privacy Breach. As the Data Controller, Customer is responsible for determining whether to provide notice of the Privacy Breach of the Customer’s Personal Information to any Data Subjects, regulators, law enforcement agencies or others, in accordance with the Applicable Privacy and Data Protection Laws, including the contents and delivery method of the notice.
- (b) **Records of Privacy Breach.** D&D will maintain records of any such Privacy Breaches in accordance with the Applicable Privacy and Data Protection Laws and upon Customer’s reasonable request, will provide to Customer information necessary for Customer to meet its reporting or notice obligations under the Applicable Privacy and Data Protection Laws in relation to the Privacy Breach, taking into account the nature of the Services, the information available to D&D, and any restrictions on disclosing the information, such as confidentiality.
- (c) **No Acknowledgement of Any Fault or Liability.** D&D’s obligation to report or respond to a Privacy Breach under this Section 4.8 is not and will not be construed as an acknowledgment by D&D of any fault or liability with respect to the Privacy Breach.

4.8 **Cooperation.**

- (a) **Requests from Data Subjects.** D&D will comply with reasonable requests by the Customer to assist with the Customer's response to requests from Customer's Data Subject's to exercise one or more Data Subject rights under the Applicable Privacy and Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from D&D's provision of such assistance. If D&D receives a request from one of the Customer's Data Subjects to exercise one or more rights under the Applicable Privacy and Data Protection Laws, D&D will instruct the Data Subject to make its request directly to the Customer.
- (b) **Requests from Supervisory Authorities.** D&D shall notify the Customer without undue delay if a supervisory authority (such as an Information Commissioner, regulator, or law enforcement agency) makes any inquiry or request for disclosure regarding the Personal Information provided by such Customer to D&D in connection with the Services.

4.9 **Disclosure of Personal Information to Third-Parties and Affiliated Entities.** D&D will maintain the confidentiality of all Personal Information and will not disclose Personal Information to third parties unless the Customer or this EULA specifically authorizes the disclosure in compliance with Applicable Privacy and Data Protection Laws, or as otherwise required by applicable law. D&D may disclose any of Your Personal Information to D&D's affiliated entities, partners and subcontractors that carry out certain functions for or provide certain services to D&D. If applicable law requires D&D to disclose Personal Information to a third party, D&D will first inform the Customer of the legal requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

4.10 **Deletion or Return of Customer Data.** On expiration or termination of Customer's right to use the Services, D&D shall, in accordance with the terms and timelines for the Services set forth in the Subscription Agreement and this EULA, delete or make available to the Customer for retrieval all Customer Data stored within the Services, save to the extent that D&D is required by any applicable law to retain some or all of the Customer Data. In such event, D&D shall extend the protections of this EULA to such retained Customer Data and limit any further Processing of such Customer Data only to those limited purposes for which, and only for so long as, such retention is required by applicable law. Nothing contained herein shall require D&D to alter, modify, delete, or destroy backup tapes or other media created in the ordinary course of business for purposes of disaster recovery and business continuity, so long as such tapes or other media are kept solely for such purposes and are overwritten, recycled, or otherwise remediated in the ordinary course of business in accordance with D&D's established cycles.

4.11 **Privacy Indemnity.** Customer shall indemnify and hold D&D harmless on demand against loss, damage, expenses (including legal expenses) and liability suffered and expenses incurred by D&D resulting from any claims made by third parties as a result of a breach by Customer of Customer's obligations under the Applicable Privacy and Data Protection Laws or its obligations under this EULA related to Personal Information.

5. **SECURITY**

5.1 Security Measures. D&D will implement and maintain physical, organizational and technological security safeguards to protect Customer Data against, amongst other things, loss, theft and unauthorized access, disclosure, copying, use and modification, and illegal use of the Services. D&D's security practices shall be deemed sufficient by virtue of compliance with commercially reasonable industry standards. Customer acknowledges and agrees that: (a) D&D may use these and other lawful measures to verify Customer's compliance with the terms of the Subscription Agreement and this EULA and enforce D&D's rights, including all intellectual property rights, in and to the Services; (b) D&D may deny any person access to, or use of, the Services if D&D, in its sole discretion, believes that person's use of the Services would violate any provision of the Subscription Agreement and this EULA, regardless of whether Customer designated that person as a User; and (c) D&D and its representatives may collect, maintain, process, and use diagnostic, technical, usage, and related information, including information about Customer's computers, systems, and software, that D&D may gather periodically to improve the performance of the Services or develop maintenance releases. This information will be treated in accordance with D&D's Privacy Notice, as amended from time to time, which can be viewed at: <https://dyedurham.ca/privacy-policy/>.

5.2 Restrictions. The Customer shall not conduct security audits or inspections of D&D's systems unless required by applicable law. The Customer shall not conduct penetration testing, vulnerability scanning, reverse engineering, or any form of security assessment on the Services without D&D's prior written consent. Any unauthorized security testing by Customer shall be considered a material breach of the Subscription Agreement and this EULA.

5.3 Customer's Security Measures. Customer is solely responsible for implementing and maintaining appropriate security measures within its own environment, including but not limited to:

- (a) Managing access controls, including enforcing Multi-Factor Authentication (MFA) for Users;
- (b) Regularly updating software, configurations, and security patches for endpoints and systems interacting with the Services;
- (c) Enforcing least privilege access principles;
- (d) Ensuring encryption of sensitive data before transmission or storage within the Services;
- (e) Implementing monitoring and logging to detect unauthorized access or misuse of Customer Data.

5.4 Termination/Suspension Due to Security Risks. D&D may suspend or terminate the Services to Customer without liability if the Customer's environment or use of the Services poses a material security risk to D&D's infrastructure, other customers, or third parties. Such suspension shall not entitle the Customer to refunds or compensation.

5.5 Exclusion re Customer Data Loss. D&D shall not be responsible for any unauthorized access to or loss of Customer Data resulting from:

- (a) Customer's failure to implement adequate security measures within its own environment, including but not limited to weak passwords, lack of MFA, or improper access controls;

- (b) Security vulnerabilities or breaches within Third-Party Applications or services integrated by the Customer;
- (c) Phishing attacks, credential stuffing, or other social engineering exploits affecting Users; and
- (d) Data exfiltration resulting from insider threats within the Customer's organization.

5.6 **Exclusion re Security Breaches.** D&D shall not be liable for any failure to secure Customer Data or prevent a breach of security safeguards resulting from acts beyond D&D's reasonable control, including but not limited to:

- (a) Zero-day vulnerabilities affecting third-party software or infrastructure;
- (b) Large-scale cyberattacks by nation-state actors, hackers, or organized cybercriminal groups;
- (c) Distributed Denial of Service (DDoS) attacks exceeding commercially reasonable mitigation capacity;
- (d) Unauthorized access due to compromised third-party dependencies.

6. **CUSTOMER DATA**

6.1 **Customer Data**

- (a) You have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data and for the means by which You acquire Customer Data. You represent and warrant to Us that You have all rights, consents, permissions and legal authority as may be necessary to provide the Customer Data to Us and to authorize Us to process the Customer Data to provide the Services.
- (b) We will only use Customer Data and Service Attributes to provide the Services to You, except with Your prior written consent or as otherwise expressly permitted under this EULA, or unless otherwise required under applicable laws.
- (c) We will not disclose Customer Data or Service Attributes outside of D&D or Our Affiliates except (i) as You direct or as required to provide the Services, (ii) to Third Party Applications and their providers as described in the section titled "Non-D&D Providers", (iii) to Our subcontractors and service providers to the extent reasonably necessary for the provision of the Services, including to third party intermediaries as the case may be, (iv) as otherwise described in this EULA, or (v) as required by applicable laws.
- (d) If We are required to disclose Customer Data by Applicable Law, then We will promptly notify You unless prohibited by law. Upon receipt of any other third-party request for Customer Data, We will promptly notify You unless prohibited by law. We will reject the request unless required by law to comply. If the request is valid, We will attempt to redirect the third party to request the Customer Data directly from You.

- (e) Upon Your request made within 90 days after the effective date of termination or expiration of this EULA, We will make any Customer Data in Our possession or control available to You for export or download. After such 90-day period, We will have no obligation to maintain or provide any Customer Data, and may delete or destroy all copies of Customer Data in Our systems or otherwise in Our possession or control, unless legally prohibited by applicable laws. At Your request, D&D will provide written confirmation that We have deleted or destroyed Your Customer Data.

6.2 **Compliance with applicable laws.** We will comply with all laws which are applicable to Us.

6.3 **Customer Compliance with applicable laws and Customer Regulatory Requirements.** You will comply with all applicable laws which are applicable to You, Your businesses, or Your use of the Services, including all applicable laws relating to the issuance and transfer of securities or relating to the use of electronic signatures (collectively, the “**Customer Regulatory Requirements**”). You acknowledge that We are not providing any legal advice on Customer Regulatory Requirements, and You agree to obtain Your own legal advice on all matters related to Customer Regulatory Requirements. You are solely responsible for Your compliance with Customer Regulatory Requirements and for making an independent determination as to whether the Services satisfy Customer Regulatory Requirements and You will not hold Us responsible for any losses or claims arising from or relating to any failure to comply with Customer Regulatory Requirements.

6.4 **Changes.** We may, from time to time, make changes to the Data Center Service Provider or the Services, in Our discretion that do not adversely affect the performance of the Services. D&D may also, from time to time, add additional services or products to the Unity Entity Management platform and such services and products will not be offered under this EULA except with the written mutual agreement of D&D and the Customer. D&D may offer such additional services or products to Customer, at an additional price, fee, charge or other cost as D&D decides in its sole and absolute discretion.

7. PROPRIETARY RIGHTS AND LICENSES

7.1 **Reservation of Rights.** We and Our licensors have and will retain all right, title and interest (including all intellectual property rights) in and to the Services, Service Attributes and Third Party Content, the software and systems used to provide the Services, all code provided by Us that is used to integrate with the Services (even if installed on Your systems or Your service providers’ systems), all copies, modifications and derivative works of any of them, and all Documentation. You acknowledge that You are obtaining a non-exclusive, non-transferable, non-sublicensable, limited licence to use the Services, deliverables and Documentation for the duration of this EULA. No rights are granted to You under this EULA other than as expressly set forth in this EULA.

7.2 **License by Us for Documentation.** We grant to You a revocable, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Documentation solely for Your internal business purposes associated with Your use of the Services, and solely for the applicable subscription term. If We choose to inscribe a copyright notice on the Documentation, You will reproduce Our copyright notice on all copies of the Documentation. At Our request, and to the extent possible, You will destroy or delete all copies of the Documentation then in Your possession or control.

7.3 **License & Ownership of Bespoke Documents.** Upon Us receiving payment in full for all Document Customization Services, you will own all intellectual property rights in the Bespoke Documents, provided that You agree to grant Us a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, royalty-free licence to access, use, copy, support, maintain, modify, assign, distribute or otherwise exploit the Bespoke Documents as We see fit in our sole and absolutely unfettered discretion.

7.4 **License by You for Customer Data and Customer Content.** As between You and Us, You own all right, title and interest in and to all Customer Data and text, audio, video, images, and other information submitted by or for You to the Services, and used for the purpose of personalizing the presentation of screens, messaging or other communications from You to Users (“**Customer Content**”). You grant to Us, Our Affiliates and applicable contractors a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable limited-term license to host, copy, transmit and display Customer Data and Customer Content as necessary for Us to provide the Services in accordance with this EULA. Notwithstanding any other provision of this EULA, You also grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to collect Customer Data, Service Attributes, and other information relating to the provision, use and performance of the Services, in aggregate or other de-identified or anonymized forms, and to analyze and use such aggregated, de-identified or anonymized Customer Data and other information to improve and enhance the Services and for Our other offerings.

7.5 **License by You for Third Party Applications.** You grant to Us, Our Affiliates and applicable contractors a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable license to host, copy, transmit, run and display any Third Party Applications and program code created by or for You using the Services or for use by You with the Services, as necessary for Us to provide the Services in accordance with this EULA.

7.6 **License by You to Use Feedback.** You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) license to use and incorporate into Our services any suggestion, enhancement request, recommendation, correction or other feedback provided by You.

8. CONFIDENTIALITY

8.1 **Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Yours includes Customer Data and Customer Content. Confidential Information of Ours includes the Services and Documentation. Confidential Information of each party includes the terms of this EULA and all Subscription Agreements and Statements of Work (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed by the Receiving Party to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party;

or (d) was independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party.

8.2 Protection of Confidential Information. The 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 (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this EULA and (b) 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 EULA and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those in this EULA. Neither party will disclose the terms any Subscription Agreement to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, then the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to that Confidential Information.

8.4 Destruction of Confidential Information. Except as otherwise expressly provided below, on the request of the Disclosing Party, the Receiving Party will (a) destroy all tangible forms of Confidential Information of the Disclosing Party in its possession or control, (b) use all commercially reasonable efforts to erase or destroy all electronic copies of such Confidential Information, and (c) certify to the Disclosing Party that such materials have been either erased or destroyed, in each case except as to signed original copies of any contractual documents or other materials customarily held by the Receiving Party as legal archival material. Notwithstanding the above, the Receiving Party may retain copies of the Confidential Information of the Disclosing Party for archival, audit, legal and/or regulatory purposes.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1 Representations. Each party represents that it has validly entered into this EULA and has the legal power to do so.

9.2 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY STATUTORY OR IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. FORMS, TEMPLATES AND THIRD PARTY CONTENT ARE PROVIDED "AS IS," AND AS AVAILABLE, EXCLUSIVE OF ANY WARRANTY WHATSOEVER, AND ARE USED BY YOU AT YOUR OWN RISK. WE DO NOT WARRANT THAT THE

FORMS, TEMPLATES AND THIRD PARTY CONTENT COMPLY WITH APPLICABLE LAWS OR YOUR REGULATORY REQUIREMENTS, THAT THEY ARE ACCURATE OR CURRENT, OR THAT THEY ARE EFFECTIVE TO ACCOMPLISH THEIR APPARENT PURPOSE. YOU ACKNOWLEDGE THAT WE ARE NOT PROVIDING ANY LEGAL ADVICE TO YOU, AND YOU AGREE TO OBTAIN YOUR OWN LEGAL ADVICE ON ALL MATTERS RELATED TO THE SERVICES, FORMS, TEMPLATES, AND THIRD PARTY CONTENT. WE DO NOT WARRANT THAT THE SERVICES WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR DELAY, THAT THE SERVICES WILL MEET ALL OF YOUR REQUIREMENTS, OR THAT THE SERVICES SATISFY THE YOUR CUSTOMER REGULATORY REQUIREMENTS. WE SHALL HAVE NO LIABILITY FOR ANY ERROR OR OMISSION BY ANY THIRD PARTY INTERMEDIARY THAT ASSISTS IN THE PROVISION OF SERVICES.

9.3 **Future Functionality.** You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

10. INDEMNIFICATION

10.1 **Indemnification by Customer.** You will defend Us against, and save harmless from any claim, demand, suit or proceeding made or brought against Us by a third party or any loss we incur: (a) alleging that any Customer Data or Customer Content infringes or misappropriates such third party's intellectual property rights or other rights; or (b) arising from Your use of the Services, Third Party Content or Documentation in breach of this EULA, any Subscription Agreement or applicable laws; or (c) arising from a breach of security safeguards or Privacy Breach caused by You or Your use of the Services or any integration with or use of Third-Party Applications; or (d) arising from any fraud or intentional misconduct by You or any personnel of Yours, Your Affiliates or Your or their contractors or service providers (each a "Claim Against D&D"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against D&D, provided We: (i) promptly give You written notice of the Claim Against D&D; (ii) give You sole control of the defense and settlement of the Claim Against D&D (except that You may not settle any Claim Against D&D unless the settlement unconditionally releases Us of all liability); and (iii) give You all reasonable assistance, at Your expense.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability.

(a) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY (TOGETHER WITH ALL OF ITS AFFILIATES) ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THIS EULA EXCEED THE TOTAL AMOUNT PAID BY YOU TO D&D FOR SUCH SERVICES DURING THE TWELVE MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THESE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION.

- (b) You acknowledge that We have set Our fees and entered into this EULA in reliance on the limitations of liability and the disclaimers of warranties and damages set forth in this EULA, and that the same form an essential basis of the bargain between You and Us.

11.2 EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS EULA FOR ANY LOST PROFITS (DIRECT OR CONSEQUENTIAL), REVENUES, GOODWILL, FAILURE TO REALIZE EXPECTED SAVINGS, OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, COVER, BUSINESS INTERRUPTION OR DOWNTIME COSTS, THIRD-PARTY DAMAGES (INCLUDING ANY SERVICE LEVEL CREDITS PAYABLE BY YOU OR ANY OTHER PERSON), LOSS OF DATA, OR PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THIS DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW AND WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION.

11.3 Limitations Protect Personnel, Etc. The limitations and exclusion of liability above also apply to any claims against the Affiliates of a party, or the party's or its Affiliates' directors, officers, employees, contractors and service providers.

12. TERM AND TERMINATION

12.1 Term of Agreement. This EULA commences upon Your use of the Services and, unless terminated earlier pursuant to the terms of this EULA, shall expire as of the expiration of Your subscription term as set forth in the Subscription Agreement.

12.2 Termination for Breach. Either party is entitled to terminate this EULA upon written notice to the other party without prejudice to any other rights or remedies, including the right to claim damages that it may have in law, if the other party fails to comply with any material provision of this EULA and does not cure any such breach within thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

12.3 Surviving Provisions. The sections titled "Fees and Payment", "Customer Data and Personal Data", "Proprietary Rights and Licenses", "Confidentiality", "Disclaimers", "Mutual Indemnification", "Limitation of Liability", "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this EULA, together with any other sections that by their nature are intended to survive the termination or expiry of this EULA. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.4 Suspension. D&D may suspend use of the Services by You if: (a) We believe the suspension is reasonably needed to prevent unauthorized access to Customer Data, or for other security reasons, or to otherwise protect Our systems or customers; (b) You do not pay any undisputed amounts that are due under this EULA or your Subscription Agreement, and such amounts are not less than 45 days in arrears; or (c) You are in breach of this EULA, the Subscription Agreement or any terms of use incorporated by reference into this EULA or the Subscription Agreement. If one or more of these conditions occurs, then We may suspend Your use of some or all of the Services. A suspension will be in effect only while the condition or need exists. We will give notice before We

suspend, except where We reasonably believe We need to suspend immediately. D&D will give at least 10 days' notice before suspending for non-payment.

13. GENERAL PROVISIONS

13.1 **Export Compliance.** The Services, Our other technology, and derivatives of them may be subject to export laws and regulations of Canada, the United States and other jurisdictions. We and You each represent that it is not named on any Canadian or U.S. government denied-party list. You will not permit any User to access or use any Service in a country named on Canada's Area Control List under Canada's Export and Import Permits Act, in a U.S.-embargoed country or region, by persons or entities prohibited from receiving U.S. exports, or in violation of any Canadian or U.S. export law or regulation.

13.2 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this EULA. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction.

13.3 **D&D Rules.** D&D may from time to time establish reasonable written rules, regulations and operational guidelines with respect to Your use of the Services. The rules, regulations and guidelines will be binding on You 15 days after delivery to Customer.

13.4 **Entire Agreement and Order of Precedence.** This EULA and the Subscription Agreement form the entire agreement between Us and You regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, including any non-disclosure agreement. The parties agree that any term or condition stated in a Your Subscription Agreement is void. In the event of any conflict or inconsistency among the following documents, the order of precedence will be (a) the applicable Subscription Agreement (b) this EULA, and (c) any terms of use incorporated by reference into the Subscription Agreement and this EULA.

12.5 **Force Majeure Events.** Neither party will be liable for damages caused by delay or failure to perform its obligations under this EULA where such delay or failure is caused by a any event or circumstance beyond the reasonable control of a party, including an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet or telecommunications service failure or delay, Third Party Application failure or delay, computer attack or malicious act, such as an attack on or through the internet, or a denial of service attack ("Force Majeure Event"). This provision will not excuse a failure to make any payment when due provided such payment is in relation to fees invoiced prior to the Force Majeure Event.

13.5 **Relationship of the Parties.** The parties are independent contractors. This EULA does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.6 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this EULA.

13.7 **Publicity.** Each party will obtain the other party's prior written consent before making any public communication related to this EULA or the Services. Notwithstanding the above:

- (a) We may issue a press release announcing the relationship between You and Us. You will have the right to review and approve the press release prior to distribution.
- (b) We may list You as a customer of Ours on Our website and on other of Our sales and promotional materials, and may use Your logos for that purpose. Any of Our use of Your logos will be subject to any applicable trademark use guidelines provided by You to Us.

13.8 **Notices.** All notices, requests, demands, claims, and other material communications under this EULA must be in writing, and will be deemed duly given when delivered personally or by courier, or when delivered by email if receipt of the email is acknowledged by the intended recipient.

Notice to Us shall be via email to UEM.Support@dyedurham.com

Notices to You shall be to the mailing or email address You provide in Your Subscription Agreement. Either party may change its address for notice from time to time by notice given in accordance with this section.

13.9 **Waivers.** A waiver of any term or breach of this EULA is effective only if it is in writing and signed by or on behalf of the waiving party. No omission, delay or failure to exercise any right or power, or any waiver by either party of any breach or default, whether express or implied, or any failure to insist on strict compliance with any provision of this EULA, will constitute a waiver of any other provision. Any waiver of any provision of this EULA will not constitute a continuing waiver unless otherwise expressly provided.

13.10 **Severability.** If any provision of this EULA is held by a court of competent jurisdiction to be contrary to applicable laws, the provision will be deemed null and void, and the remaining provisions of this EULA will remain in effect.

13.11 **Assignment.** Neither party may assign any of its rights or obligations under this EULA, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld). Notwithstanding this restriction, either party may assign this EULA in its entirety (including all Subscription Agreements and Statements of Work) without the consent of the other party to a purchaser of all or substantially all of the assets of such party. The assigning party will obtain from the permitted assignee and deliver to the other party an undertaking in writing in favour of the other party (in form and content acceptable to the other party, acting reasonably) to be bound by and to perform all of the obligations of the assigning party under this EULA. The assigning party and the permitted assignee will be jointly and severally liable to the other party for all of the assigning party's obligations under this EULA. Any assignment in contravention of the above will not be effective against the non-assigning party..

13.12 **Interpretation.** The parties agree that this EULA was drafted with the participation of both parties and will not be construed either against or in favour of either party. All amounts specified in this EULA or the Subscription Agreement are in Canadian dollars, unless otherwise specified. The term "including" and similar terms will mean "including without limitation".

13.13 **Governing Law and Venue.** This EULA, and any disputes arising out of or related to this EULA, will be governed exclusively by the internal laws of the Province of Ontario and the laws of Canada

applicable in the Province of Ontario, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The provincial and federal courts located in Toronto, Ontario party consents to the exclusive jurisdiction of those courts.