



## MASTER TERMS AND CONDITIONS

Last updated: October 4, 2019

IMPORTANT: Carefully read these Master Terms and Conditions (this “**Agreement**”) before using the Services (as defined below).

This Agreement creates a binding legal agreement between you (“**Client**” or “**you**”) and iComply Investor Services Inc. (“**iComply**”, “**we**”, “**us**” or “**our**”) or our Affiliate (as defined below) identified on the applicable Order Form (as defined below).

BY ENTERING INTO AN ORDER FORM AND/OR USING THE SERVICES, YOU IRREVOCABLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “CLIENT” OR “YOU” WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You agree to be bound by the terms and conditions of this Agreement, as well as iComply’s Privacy Policy located at <https://icomplyis.com/privacy-policy/> (the “**Privacy Policy**”), as it may be amended from time to time in the future, which Privacy Policy is incorporated by reference into this Agreement.

We may update this Agreement at any time, without notification to you, and you should review this Agreement and the Privacy Policy from time to time. Your continued use of the Service will be deemed irrevocable acceptance of any such updates. Before you continue, you should print or save a local copy of this Agreement and the Privacy Policy for your records.

In order to enter into this Agreement, you must have reached the legal age of majority in your jurisdiction of residence, and be fully able and competent to enter into the terms, conditions, obligations, affirmations, representation and warranties set forth in this Agreement, and to abide by and comply with this Agreement. It is your responsibility to ensure that you are legally eligible to enter into this Agreement under any laws applicable to you. If you accept this Agreement, you represent that you have the capacity to be bound by it.

**1. DEFINITIONS.** As used in this Agreement:

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Applicable Laws**” means any domestic or foreign law, treaty, statute, subordinate legislation, regulation, rule, bylaw, standard, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or juridical, arbitral, administrative, ministerial or departmental judgment, order, award, decree, directive or other requirement or guideline issued by any governmental, regulatory, legislative

or executive authority, professional or standard-setting body or other crown agency, judicial, quasi-judicial, administrative body, which applies to or is otherwise intended to govern or regulate either of the parties or the Services, whether or not having the force of law, and including without limitation any applicable laws and regulations pertaining to money laundering, securities, and/or financial transactions.

**“Beta Services”** means iComply services or functionality that may be made available to you to try at your option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

**“Content”** means information obtained by iComply from publicly available sources or third party content providers and made available to you through the Services, Beta Services, or Free Services, as more fully described in the Documentation.

**“Data”** means electronic data and other information submitted by or for you to iComply through the Services, excluding Content and Third-Party Applications.

**“Documentation”** means the applicable Service’s Trust and Compliance documentation, and its usage guides and policies, as updated from time to time, accessible via [platform.icomplyico.com](http://platform.icomplyico.com) or login to the applicable Service.

**“Effective Date”** means the date identified by iComply in an approved Order Form as the “Effective Date” or, if not specified in the Order Form, the date Client first uses the Services, Documentation or any portion thereof.

**“Fees”** is defined in Section 6.1.

**“Free Services”** means Services that iComply makes available to you free of charge. Free Services exclude Trial Services and Paid Services.

**“Malicious Code”** means code, files, scripts, agents, smart contracts or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**“Marketplace”** means an online directory, catalog or marketplace of applications that interoperate with the Services.

**“Order Form”** means a written, electronic or online ordering document specifying the Services to be provided hereunder that is entered into between you and us or any of our Affiliates, including any schedules, exhibits and supplements thereto.

**“Personal Information”** means any information about an identifiable individual as may be described in Privacy Laws.

**“Privacy Laws”** means all applicable local, provincial, state, federal and foreign privacy laws governing Personal Information.

**“Paid Services”** means paid Services that you subscribe for under an Order Form.

**“Services”** means the products and services that are purchased or subscribed for by you under an Order Form or provided to you free of charge (as applicable) or under a free trial, and made available online by us, including associated iComply offline or mobile components, as described in the Documentation.



**“Third-Party Application”** means a web-based, mobile, offline or other software process or functionality that is provided by you or a third party and interoperates with a Service, including, for example, an application that is developed by or for you, is listed on a Marketplace, or is identified as a custom integration, custom development, or by a similar designation.

**“Trial Services”** is defined in Section 2.1.

**“User”** means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by you to use a Service, for whom you have purchased a subscription (or in the case of any Services provided by us without charge, for whom a Service has been provisioned), and to whom you (or, when applicable, we at your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, your employees, consultants, contractors and agents, and third parties with which you transact business.

## **2. TRIAL AND FREE SERVICES**

**2.1 Trial Services.** If you register on our website for a free trial, then we will make one or more Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by you for such Service(s) pursuant to an Order Form, or (c) termination by us in our sole discretion (**“Trial Services”**). Additional terms and conditions may appear on the registration web page for Trial Services. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. It is your responsibility to review the applicable Services’ Documentation during the trial period so that you become familiar with the features and functions of the Services before you make your purchase. ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR USE OF TRIAL SERVICES WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL SERVICES, OR PURCHASE APPLICABLE UPGRADED SERVICES, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER OR EXPORT DATA ENTERED OR CUSTOMIZATIONS MADE DURING YOUR USE OF THE TRIAL SERVICES TO A SERVICE THAT WOULD NOT BE APPLICABLE TO THAT COVERED BY THE TRIAL SERVICES; THEREFORE, IF YOU PURCHASE A SERVICE THAT DOES NOT APPLY TO THE TRIAL SERVICES YOUR DATA WILL BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD.

**2.2 Free Services.** We may make Free Services available to you. Use of Free Services is subject to the terms and conditions of this Agreement. Please note that Free Services are provided to you without charge up to certain limits as described in the Documentation. Usage over these limits requires your purchase of additional resources or services. You agree that we may, in our sole discretion and for any or no reason, terminate your access to the Free Services or any part thereof. You agree that any termination of your access to the Free Services may be without prior notice, and you agree that we will not be liable to you or any third party for such termination. You are solely responsible for exporting, transferring, or copying your Data from the Free Services prior to termination of your access to the Free Services for any reason, provided that if we terminate your account, except as required by law we will provide you a reasonable opportunity to retrieve your Data.



**2.3 Beta Services.** From time to time, we may make Beta Services available to you, subject to the terms and conditions of this Agreement. You may choose to try such Beta Services or not in your sole discretion. Beta Services are intended for evaluation purposes and may not be suitable for production use, are not supported, and may be subject to additional terms. Beta Services are not considered “Services” under this Agreement, however, all restrictions, our reservation of rights and your obligations concerning the Services, and use of any related Third-Party Applications and Content, shall apply equally to your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in our sole discretion and may never make them generally available. You agree that (a) any termination of your access to the Beta Services may be without prior notice, and we will not be liable to you or any third party for such termination; and (b) upon request from us from time to time, you will provide feedback on the Beta Services.

**2.4** In the event of a conflict between this Section 2 and any other portion of this Agreement, this Section 2 shall prevail to the extent of such conflict.

### **3. SERVICES AND OUR RESPONSIBILITIES**

**3.1 Subscription to Paid Services.** Conditional on you: (a) complying with the provisions of this Agreement, including but not limited to paying the Fees as required by this Agreement; and (b) cooperating with our reasonable requests, we will provide the Paid Services in accordance with this Agreement to you solely for your internal business purposes and not for resale to any third party whatsoever. You may order Paid Services under this Agreement by entering into an Order Form. Each Order Form shall be incorporated by reference and form a part of this Agreement.

**3.2 Support.** Subject to the terms of this Agreement, including, without limitation, the payment of the Fees, we will use commercially reasonable efforts to correct any reproducible failure of the Services to substantially conform to its expected operation, provided that we will not have an obligation to provide a correction for all such nonconformities. Additional support obligations, if any, are set out in the Order Form.

**3.3 Availability of Paid Services.** We will use commercially reasonable efforts to make the Paid Services available at all times except for: (i) planned downtime (of which we shall make commercially reasonable efforts to give advance electronic notice where practicable), and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving our employees), Internet service provider failure or delay, Third-Party Application, third-party service provider, or denial of service attack.

**3.4 Updates.** We may update any aspect of the Services at any time in our sole discretion.

**3.5 Privacy Policy.** To the extent any of your Data contains Personal Information, it will be used, collected, stored and disclosed for the purposes contemplated under this Agreement and in accordance with the Privacy Policy.

**3.6 Protection of your Data.** We will maintain administrative, physical, and technical safeguards for



protection of the security, confidentiality and integrity of your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of your Data by our personnel except (a) to provide the Paid Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3, or (c) as you expressly allow and permit in writing.

**3.7 Internet Security Disclaimer.** You acknowledge and agree that we exercise no control over, and accept no responsibility for, any content passing through the Internet or for Internet connectivity outside of our control. You acknowledge that the Internet is inherently risky despite reasonable measures being taken, and you assume responsibility for your use of the Services or Content and your submission of data through the Internet.

**3.8 Our Personnel.** You acknowledge and agree that we may retain the services of independent contractors, subcontractors and consultants (“**Contractors**”) from time to time to provide, or to assist us in providing, the Services. We will be responsible for the performance of Contractors and their compliance with our obligations under this Agreement, except as otherwise specified herein.

**3.9 Limitation, Suspension or Termination of Access.** In addition to our other rights and remedies under this Agreement, we may suspend, terminate or limit (in our sole discretion) your access to or use of a Service or Content, or any part of a Service or Content, without notice in order to: (a) prevent damage to, or degradation of the integrity of the Services, our systems or any of your systems, or any data on a Service; (b) comply with any law, regulation, court order or other governmental request or order; or (c) otherwise protect us or our customers from harm to reputation or business. We will use commercially reasonable efforts to notify you of a limitation, suspension or termination action as soon as reasonably practicable. In the event of a limitation or suspension, we will restore your access to the Service when we determine the event has been resolved. Nothing in this Agreement will limit our right to take any action or invoke remedies, or will act as a waiver of our rights in any way with respect to any of the foregoing activities. We will not be responsible for any loss or damages of any kind incurred by you as a result of any limitation, termination or suspension of a Service under this Agreement.

## **4. USE OF SERVICES AND CONTENT**

**4.1 Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Paid Services and access to Content are purchased as subscriptions, (b) subscriptions for Paid Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

**4.2 Access and Security Guidelines.** Subject to the limitations and restrictions associated with your subscription account, you may set up User accounts by supplying a unique user identification name and password (“**UserID**”) to us for each User. Users may only access and use the Services with the specific UserID. You are primarily and fully responsible to ensure UserIDs are not shared, and that Users retain the confidentiality of their UserIDs. We may require that a UserID be replaced at any time.

**4.3 Usage Limits.** Services and Content are subject to usage limits, including without limitation, the quantities specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an



Order Form with respect to software as a service Services refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content. If you exceed a contractual usage limit, we may work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by a contractual usage limit, you will execute an Order Form for additional quantities of the applicable Services or Content promptly upon our request, and/or pay any invoice for excess usage in accordance with Section 6.2.

**4.4 Your Responsibilities.** You will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of your Data, the means by which you acquired your Data and your use of your Data with our Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and Applicable Laws, and (e) comply with the terms of service of any Third-Party Applications with which you use Services or Content.

**4.5 Usage Restrictions.** At all times, you will comply, and ensure each User complies, with all applicable Privacy laws while using the Service. Without limiting the generality of Section 4.2, you agree that you will not, and will not permit any person, including without limitation any Users, to: (a) make any Service or Content available to anyone other than Users, or use any Service or Content for the benefit of, anyone other than you, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Third-Party Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, publicity rights, defamation rights, intellectual property rights, proprietary rights, contractual rights or any other legal right (d) use a Service or Third-Party Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use of any of our Services in a manner that is in violation of Applicable Laws, or to access or use any of our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Documentation, (k) access or use a Service for benchmarking purposes, including without limitation monitoring its availability, performance or functionality, or (l) disassemble, reverse engineer, or decompile a Service or Content, or access or use it for any purpose competitive with iComply's business, including without limitation to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service or



(4) determine whether the Services are within the scope of any patent.

**4.6 Removal of Content and Third-Party Applications.** If we are required by a licensor to remove Content, or receive information that Content provided to you may violate Applicable Laws or third-party rights, we may so notify you and in such event you will promptly remove such Content from your systems. If we receive information that a Third-Party Application hosted on a Service by you may violate Applicable Laws or third-party rights, we may so notify you and in such event you will promptly disable such Third-Party Application or modify the Third-Party Application to resolve the potential violation. If you do not take required action in accordance with the above, we may disable the applicable Content, Service and/or Third-Party Application until the potential violation is resolved.

## **5. THIRD-PARTY PROVIDERS**

**5.1** We or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Third-Party Applications and implementation and other consulting services. Any acquisition by you of such products or services, and 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, whether or not they are designated by us as “certified” or otherwise, unless expressly provided otherwise in an Order Form.

**5.2 Third-Party Applications and your Data.** If you choose to use a Third-Party Application with a Service, you grant us permission to allow the Third-Party Application and its provider to access your Data as required for the interoperation of that Third-Party Application with the Service. We are not responsible for any disclosure, modification or deletion of your Data resulting from access by such Third-Party Application or its provider.

**5.3 Interoperation with Third-Party Applications.** 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 account(s) on such Third-Party Applications. We cannot guarantee the continued availability of such Service features, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Service features in a manner acceptable to us.

## **6. FEES AND PAYMENT FOR PAID SERVICES**

**6.1 Fees.** You will pay all fees specified in an Order Form (“Fees”). Except as otherwise specified herein or in an Order Form, (a) Fees are based on Services and Content subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and Fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term.

**6.2 Invoicing and Payment.** You will provide us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to us. If you provide credit card information to us, you authorize us to charge such credit card for all Paid Services listed in the Order



Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, we will invoice you in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 15 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.

**6.3 Overdue Charges.** If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, (a) those charges may accrue late interest at the rate of 2.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) we may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2.

**6.4 Suspension of Service and Acceleration.** If any amount owing by you under this or any other agreement for our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts you have authorized us to charge to your credit card), we may, without limiting our other rights and remedies, accelerate your payment obligations under such agreements so that all such obligations become immediately due and payable, and suspend our services to you until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, we will give you at least 10 days' prior notice that your account is overdue, in accordance with Section 13.2 for billing notices, before suspending services to you.

**6.5 Payment Disputes.** We will not exercise our rights under Section 6.3 or 6.4 above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

**6.6 Taxes.** Our Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this Section 6.6, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

**6.7 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 private or public comments made by us regarding future functionality or features.

## **7. PROPRIETARY RIGHTS AND LICENSES**

**7.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, we and our Affiliates, our licensors and Content providers reserve all of our/their right, title and interest in and to the Services and Content, including all of our/their related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

**7.2 Access to and Use of Content.** You have the right to access and use applicable Content subject to





the terms of applicable Order Forms, this Agreement and the Documentation.

**7.3 License to Host your Data and Applications.** You grant us, our Affiliates, and applicable Contractors a worldwide, limited-term license to host, copy, display and use any Third-Party Applications and program code created by or for you using a Service or for use by you with the Services, and your Data, each (a) as reasonably necessary for us to provide, and ensure proper operation of, our Services and associated systems in accordance with this Agreement, and (b) for our business purposes and as contemplated by this Agreement, including training, enhancing, developing, creating, improving and commercializing our systems and proprietary technology, and our other products and services. Subject to the limited licenses granted herein, we acquire no right, title or interest from you or your licensors under this Agreement in or to any of your Data, Third-Party Application or such program code.

**7.4 License to Use Feedback.** You grant to us and our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into our and/or our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or Users relating to the operation of our or our Affiliates' services.

## **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. Your Confidential Information includes your Data; our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (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 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.

**8.2** 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 Agreement 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 Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form 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 Section 8.



**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 judicial proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

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

**9.2 Our Warranties.** We warrant that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Data, (b) we will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to Sections 3.2 and 5.3, we will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Your exclusive remedies are those described in Sections 12.3 and 12.4.

**9.3 Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING SECTION 10.1, THE TRIAL SERVICES, BETA SERVICES, FREE SERVICES, AND CONTENT ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND ICOMPLY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE TRIAL SERVICES, BETA SERVICES, FREE SERVICES, OR CONTENT. WITHOUT LIMITING THE FOREGOING, ICOMPLY AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE TRIAL SERVICES, BETA SERVICES, OR FREE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE TRIAL SERVICES, BETA SERVICES, OR FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE TRIAL SERVICES, BETA SERVICES, OR FREE SERVICES WILL BE ACCURATE. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. YOU ACKNOWLEDGE HAVING INVESTIGATED THE SERVICES AND HAVE DETERMINED THAT THE SERVICES AS DESCRIBED IN APPLICABLE DOCUMENTATION ARE SUITABLE FOR YOUR PURPOSES. YOU FURTHER ACKNOWLEDGE THAT THE SERVICES ARE A BUSINESS TOOL THE CORRECTNESS AND USABILITY OF WHOSE OUTPUT IS YOUR RESPONSIBILITY FOR ANY JURISDICTION IN WHICH YOU USE THE SERVICES AND ICOMPLY EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES IN CONNECTION WITH THE FOREGOING.



## 10. MUTUAL INDEMNIFICATION

**10.1 Indemnification by us.** We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of, or for amounts paid by you under a settlement approved by us in writing of, a Claim Against You, provided you (a) promptly give us written notice of the Claim Against You, (b) give us sole control of the defense and settlement of the Claim Against You (except that we may not settle any Claim Against You unless it unconditionally releases you of all liability), and (c) give us all reasonable assistance, at your expense. If we receive information about an infringement or misappropriation claim related to a Service, we may in our discretion and at no cost to you (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for your continued use of that Service in accordance with this Agreement, or (iii) terminate your subscriptions for that Service upon thirty (30) days' written notice and refund you any prepaid Fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that our Services are the basis of the Claim Against You, (2) a Claim Against You arises from the use or combination of our Services or any part thereof with software, hardware, data, or processes not provided by us, if our Services or use thereof would not infringe without such combination, (3) a Claim Against You arises from Services under an Order Form for which there is no charge; (4) a Claim against You is based on standard online functionality that is or was in general use in the industry; or (5) a Claim Against You arises from Content, a Third-Party Application or your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms.

**10.2 Indemnification by you.** You will defend us and our Affiliates against any claim, demand, suit or proceeding made or brought against us by a third party alleging that (a) any of your Data or your use of your Data with our Services, (b) a Third-Party Application provided by you, or (c) the combination of a Third-Party Application provided by you and used with our Services, infringes or misappropriates such third party's intellectual property rights, or arising from your use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "**Claim Against Us**"), and you 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 Us, provided we (a) promptly give you written notice of the Claim Against Us, (b) give you sole control of the defense and settlement of the Claim Against Us (except that you may not settle any Claim Against Us unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at your expense.

**10.3 Exclusive Remedy.** This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

## 11. LIMITATION OF LIABILITY

**11.1 Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED



\$1,000 US DOLLARS; OR, WHERE THIS LIMITATION IS DEEMED NOT LAWFUL BY A COURT IN THE JURISDICTION GOVERNING THIS AGREEMENT, THE TOTAL AMOUNT PAID BY YOU HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 11.1, YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO ICOMPLY AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE TRIAL SERVICES, BETA SERVICES, OR FREE SERVICES AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

**11.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, LOST OPPORTUNITY, ILLIQUIDITY, INABILITY TO ACCESS CONTENT, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **12. TERM AND TERMINATION**

**12.1 Term of Agreement.** This Agreement commences on the date you first accept it and continues until all of your subscriptions for Services have expired or have been terminated.

**12.2 Term of Purchased Subscriptions.** The term of each subscription for Paid Services shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions for Paid Services will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to 7% above the applicable pricing in the prior term, unless we provide you notice of different pricing at least thirty (30) days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

**12.3 Termination.** A party may terminate this Agreement for cause (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**12.4 Refund or Payment upon Termination.** If this Agreement is terminated by you in accordance with Section 12.3, we will refund you any prepaid Fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by us in accordance with Section 12.3, you will pay any unpaid Fees covering the remainder of the term of all Order Forms. 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.

**12.5 Your Data Portability and Deletion.** After the effective date of termination or expiration of this Agreement, we will have no obligation to maintain or provide you any of your Data, and as provided in the Documentation may thereafter delete or destroy all copies of your Data in our systems or otherwise in our possession or control, unless legally prohibited.

**12.6 Surviving Provisions.** This Section 12.6 and Sections 2.2, 4.6, 6, 7, 8, 9.2, 10, 11, 12.4, 12.5, and 14 will survive any termination or expiration of this Agreement.

### **13. NOTICES, GOVERNING LAW AND ARBITRATION**

**13.1 Manner of Giving Notice.** Any notice or other communication required or permitted under this Agreement and intended to have legal effect must be given in writing by email or physical mail by courier at the addresses set forth in the Order Form. Notwithstanding the foregoing, each party may change its address from time to time upon written notice to the other party of the new address. Notices will be deemed to have been given upon receipt, or when delivery is refused.

**13.2 Governing Law and Jurisdiction.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**13.3 Arbitration.** Subject to Section 13.4, any dispute or claim arising out of or relating to this Agreement will be referred to and finally resolved by arbitration in English, administered by the British Columbia International Commercial Arbitration Centre pursuant to its applicable Rules. The place of arbitration shall be Vancouver, British Columbia, Canada. The number of arbitrators shall be one.

**13.4 Injunctive Relief.** You acknowledge that irreparable harm may result if you breach your obligations under Section 7 or 8. You acknowledge that such a breach would not be properly compensable by an award of damages and that, in addition to any other available remedies, we shall be entitled to seek injunctive relief to prevent a threatened or actual breach of our intellectual property rights or the misuse, threatened misuse, disclosure or threatened disclosure of our Confidential Information.

### **14. GENERAL PROVISIONS**

**14.1 Export Compliance.** The Services, Content, other technology we make available, and derivatives thereof may be subject to export laws and regulations of Canada and other jurisdictions. Each party represents that it is not named on any Canadian or U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in any Canadian or U.S. embargoed country or in violation of any Canadian or U.S. export law or regulation.

**14.2 Anti-Corruption.** You agree that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify our Legal Department at [operations@icomplyco.com](mailto:operations@icomplyco.com).



**14.3 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between you and us regarding your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement by you will be effective unless expressly agreed to in writing by us. The parties agree that any term or condition stated in your purchase order or in any other of your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

**14.4 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms), without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. We may assign this Agreement in its entirety (together with all Order Forms) to our Affiliate without your consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

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

**14.6 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

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

