

END USER LICENCE AGREEMENT

THIS END USER LICENCE AGREEMENT (“AGREEMENT”) BETWEEN COMPLYWORKS LTD., A BRITISH COLUMBIA COMPANY WITH OFFICES AT SUITE 200, 4838 RICHARD RD. SW, CALGARY, AB, T3E 6L1 CANADA (“**COMPLYWORKS**”) AND YOU IS MADE AS OF THE DATE YOU ACCEPT THIS AGREEMENT UPON EITHER CLICKING THE BOX INDICATING YOUR ACCEPTANCE OR BY UTILIZING ANY SERVICES CONTEMPLATED HEREUNDER OR ON THE COMPLYWORKS.COM WEBSITE

WE MAY AMEND THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME BY POSTING THE AMENDED TERMS ON THE COMPLYWORKS HOMEPAGE (www.complyworks.com). ALL AMENDED TERMS SHALL AUTOMATICALLY BE EFFECTIVE UPON POSTING.

To make an inquiry about this Agreement contact:

ComplyWorks Ltd.
Suite 200, 4838 Richard
Rd SW Calgary AB T3E
6L1
cw-support@veriforce.com

You may not access the Services if You are Our direct or indirect competitor, except with Our prior written consent (which consent may be arbitrarily withheld). In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. The mirroring, scraping or data-mining of any of Our websites or any of their content in any form and by any means is strictly prohibited.

This Agreement was last updated July 2021. It is effective between You and Us as of the date of You accepting or being deemed to have accepted this Agreement.

DEFINITIONS

“ComplyWorks Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with ComplyWorks. “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.

“Authorizing Party” means a corporation, other legal entity, an unincorporated professional entity or a sole proprietor together with any of its Authorized Affiliates (ie ComplyWorks customer) that uses the “Services” or “Purchased Services” and entered into a contractual agreement with ComplyWorks and is authorizing Your access to the Services.

“Authorizing Party Data” means all data or information, regardless of format, submitted by Authorizing Party or any employee or other representative or authorized user of Authorizing Party to the Purchased Services or Services.

“Malicious Code” means viruses, worms, time bombs, Trojan horses, malware, back door, drop dead device, spyware and other harmful or malicious code, files, scripts, agents or programs designed to (i) disrupt, disable or harm the operation of, or provide unauthorized access to, a computer system or network or other device on which such code is stored or installed, or (ii) compromise the privacy or data security of a user or damage or destroy any data or file, in each case, without authorization and without the applicable user’s consent.

“Order Form” means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between Authorizing Party and ComplyWorks from time to time. Order Forms shall be deemed incorporated herein by reference.

“Purchased Services” means additional Services that Authorizing Party purchases or may purchase under an Order Form or any other separate agreement between ComplyWorks and the Authorizing Party which may include the provision of professional Services, additional modules, functionality and additional support. For the avoidance of doubt, Purchased Services do not include Services.

“Services” means the online, web-based applications and platform provided by ComplyWorks, including support Services but excluding Third Party Applications.

“Third-Party Applications” means online, web-based applications and offline solutions and products that are owned, licensed or provided by third parties, interoperate with the Services, and are identified as third-party applications, including but not limited to those listed in the User Guide accessible via <http://www.complyworks.com> and/or other designated websites as described in the User Guide, as updated from time to time.

“You” means the individual (ie the end user) who is authorized to access and use the Services and who has been supplied user identifications and passwords by the Authorizing Party or by ComplyWorks at Authorizing Party’s request.

“Your Data” means personal information about You, regardless of format, as defined by any applicable Data Protection Law:

- submitted to Us by You
- submitted to Us by other authorized users, and
- automatically collected by Us from your device, every time you access the Services.

“We”, “Us” or “Our” means ComplyWorks Ltd.

You acknowledge and agree that Your access to and use of the Services is subject to the terms and conditions of the contractual agreement between ComplyWorks and the Authorizing Party (“Agreement”) or other entity that lawfully granted You access to the Services and You confirm that You are authorized to access and use the Services.

You acknowledge and agree to the following terms and conditions:

1. USE OF THE SERVICES

1.1 Grant of Rights. ComplyWorks grants to Authorizing Party and to You a non-exclusive, non-transferable and non-sublicensable right to access and use the Services, solely for the internal business purposes of Authorizing Party, subject to these Terms and Conditions of Use and the scope of rights defined in the contractual agreement. The foregoing licence will terminate immediately on the earlier of: (i) the expiration or termination of the Agreement between ComplyWorks and Authorizing Party; or (ii) Your ceasing to be authorized by Authorizing Party to use the Services for any reason.

1.2 Restrictions and Obligations. You shall not:

1. use the Services in violation of applicable laws, including local, provincial, national or foreign law, treaties, or regulations;
2. in connection with the Services, send, upload, enter or store personally identifiable information not directly related to the Services or infringing, obscene, threatening, or otherwise unlawful or tortious material, including without limitation any material that violates privacy rights or Laws;
3. send or store viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs, including without limitation that which is capable of halting or impairing operations or erasing, altering, copying or executing unapproved transfers of data or programs in connection with the Services;
4. interfere with or disrupt performance of the Services or the data contained therein;
5. attempt to gain access to the Services or its related systems or networks in a manner that is inconsistent with the Documentation or is otherwise not permitted under these Terms and Conditions of Use;
6. modify, copy, alter, duplicate, download or create any derivative works based on the Services or Documentation;
7. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a Services bureau, or otherwise make available the Services, other than as expressly permitted herein;
8. reverse engineer, decompile or disassemble any portion of the Services, including but not limited to, any software utilized by ComplyWorks in the provision of the Services and Documentation;

9. access the Services in order to build any commercially available product or Services;
10. copy any features, functions, integrations, interfaces or graphics of the Services;
or
11. use the Services beyond the scope of the licence granted under Section 1.1.

1.3 You have sole responsibility for: (a) the content, accuracy, quality, use and legality of all electronic data or information submitted by You to the Services; (b) all information, instructions and materials You provide in connection with the Services; (c) the security and use of Your access credentials; (e) preventing, and shall prevent, unauthorized access to, or use of, the Services, and shall notify ComplyWorks promptly of any such unauthorized access or use.

1.4 Collection and Use of Information. ComplyWorks may, directly from You or indirectly through the Services from others, or automatically, collect and store information, including personal information about You and other individuals. You agree that other authorized users as determined by the Authorizing Party may access Your information, including Your personal information and that ComplyWorks may use such information, including the personal information for any purpose related to any use of the Services by You, including but not limited to: (i) improving the performance of the Services or developing updates; and (ii) verifying compliance with the terms of these Terms and Conditions of Use and enforcing ComplyWorks's rights, including all Intellectual Property Rights (as defined in Section 2.1) in and to the Services.

2. PROPRIETARY RIGHTS

2.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve, retain and own all rights, title and interest in, to and associated with the Services, including without limitation all intellectual property rights, whether registered or unregistered. You acknowledge and agree that You shall not obtain any rights or license hereunder except as expressly set forth or granted herein. For the purposes of this Terms and Conditions of Use, "intellectual property rights" shall include patents, trademarks, copyrights, trade secrets, design rights, and any other proprietary rights, whether registered or unregistered, and any application for registration of any of the foregoing, and any right to file any such application, which may subsist anywhere in the world.

2.2 Restrictions. You shall not, directly or indirectly, (i) permit any third party to access the Services except as specifically permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame, translate or mirror any part or content of the Services, (iv) reverse engineer, decompile or disassemble the Services or any part thereof, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions, code or graphics of the Services.

2.3 Ownership of Authorizing Party Data As between ComplyWorks and Authorizing Party, except as otherwise provided herein or in the Agreement, Authorizing Party exclusively owns all rights, title and interest in and to all of Authorizing Party Data.

2.4 Suggestions We shall have and You hereby grant to Us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, relating to the operation of the Services.

3. CONFIDENTIALITY

3.1 Definition of Confidential Information. All information that You have access to as part of the Services and as connected in any way with ComplyWorks, its Affiliates, the Authorizing Party and any of ComplyWorks customers is deemed to be Confidential Information.

3.2 Protection of Confidential Information When dealing with the Confidential Information, You shall use a reasonable standard of care to protect its confidentiality. You shall not use the Confidential Information for any purpose outside the scope of this Agreement. You shall not give access or transfer the Confidential Information to a third party without prior authorization from the Authorizing Party and/or ComplyWorks.

4. SECURITY

4.1 Your Account. Any username, password, or any other information provided to You as part of ComplyWorks's security procedures, must be treated as confidential, and You shall not disclose it to any other person or entity. You shall maintain the secrecy and security of Your account username and password at all times. You understand and agree that should You be provided an account, Your account is personal to You and You agree not to provide any other person with access to the Services or portions of it using Your username, password, or other security information. You shall notify ComplyWorks immediately of any unauthorized access to or use of Your username or password or any other breach of security. You are responsible for any password misuse or any unauthorized access to the Services.

4.2 Suspension and Termination. ComplyWorks may, in its sole discretion and without provision of notice to You, at any time and from time to time, disable, suspend, or terminate Your account or access to the Services, for any reason, including any contravention of these Terms and Conditions of Use.

4.3 Protection and Security. During the term of the Contractual Agreement, ComplyWorks shall maintain a formal security program, which may be updated by ComplyWorks from time to time. You understand that You have an independent duty to comply with any and all Laws applicable to You, including, without limitation, in respect of the Authorizing Party Data and Your Data.

4.4 Unauthorized Disclosure. If either party believes that there has been an unauthorized disclosure of Authorizing Party Data or Your Data to any third party, then, where required by applicable Law, such party must promptly notify the other party.

5. WARRANTIES & DISCLAIMERS

5.1 Warranties. You represent, warrant and covenant that You are duly authorized by Authorizing Party to access and use the Services and to submit any information,

including personal information to the Services, in connection with Your performance of these Terms and Conditions of Use and shall comply with all applicable Laws.

5.2 DISCLAIMER AND LIMITATION OF LIABILITY EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACTUAL AGREEMENT BETWEEN AUTHORIZING PARTY AND COMPLYWORKS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE SERVICES OR PURCHASED SERVICES WILL MEET YOUR REQUIREMENTS, THAT THEY WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THEY WILL BE AVAILABLE WHEN REQUESTED BY AUTHORIZING PARTY OR YOU. FURTHER, EXCEPT FOR THE EXCLUSIVE REMEDIES SPECIFIED IN THE AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITY OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS TERMS AND CONDITIONS OF USE OR THE USE OF THE SERVICES OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOLUTIONS) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO AUTHORIZING PARTY AND/OR YOU THROUGH OR IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES AND OUR TOTAL AGGREGATE LIABILITY FOR ANY SUCH DAMAGES SHALL BE CAPPED AT AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY THE AUTHORIZING PARTY TO US DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY CLAIM.

6. TERMINATION

6.1 Term. These Terms and Conditions of Use commence on the date You are granted lawful access to the Services and continue until Your access is terminated or the Agreement has expired or been terminated, whichever is earliest.

6.2 Effect of Termination. Upon any expiration or termination of these Terms and Conditions of Use, You shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the Services and ComplyWorks Confidential Information. All provisions of these Terms and Conditions of Use which by their nature are intended to survive termination or expiration shall survive any termination or expiration of these Terms and Conditions of Use.

6.3 Deletion of Your Data. ComplyWorks shall retain Your Data for as long as required by relevant contractual obligations with the Authorizing Party or with other customers and any applicable legislation. Your Data will be permanently deleted once there is no legitimate need for its continued retention.

7. GENERAL

7.1 Relationship of the Parties. These Terms and Conditions of Use do not create nor are they intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship or any exclusivity between You and ComplyWorks.

- 7.2 Notices.** All notices, permissions and approval under these Terms and Conditions of Use shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the first business day after sending by confirmed facsimile, or (iv) the first business day after sending by email.
- 7.3 Assignment.** You shall not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ComplyWorks. Any attempt by You to assign Your rights or obligations under these Terms and Conditions of Use in breach of this section shall be void and of no effect. ComplyWorks may assign these Terms and Conditions of Use to an Affiliate of ComplyWorks, provided that such Affiliate has sufficient financial substance and resources to perform ComplyWorks's obligations hereunder. Subject to the foregoing, these Terms and Conditions of Use shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 7.4 Governing Law and Jurisdiction.** These Terms and Conditions of Use shall be governed by and interpreted according to the laws of the Province of Alberta and the laws of Canada applicable therein (without giving effect to the choice of laws provisions thereof) and each party agrees to attorn to the non-exclusive jurisdiction of the courts of Alberta.
- 7.5 Miscellaneous.** These Terms and Conditions of Use, together with the Agreement, constitute the entire agreement with respect to the subject matter hereof. In the event of any conflict between the terms and conditions of these Terms and Conditions of Use and the Agreement, the terms and conditions of the Agreement shall take precedence. If any provision of these Terms and Conditions of Use is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions of Use shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Authorizing Party purchase order or in any other such Authorizing Party ordering documentation shall be incorporated into or form any part of these Terms and Conditions of Use of the contractual agreement, and all such terms or conditions shall be null and void.