

Privacy Analytics Incorporated
Enterprise License Agreement

This Enterprise License Agreement ("Agreement" or "ELA"), effective as of November 1, 2021, governs the use of software licensed by Privacy Analytics Corporation ("PAI" or "Privacy Analytics") under a separate agreement, of which this is made a part. "You" or "Customer" refers to the entity which has purchased the Software under a Sales Agreement.

1. Definitions.

"Business Day" – A Business Day is any day from Monday to Friday and does not include Canadian statutory holidays. A Business Day begins at 9:00 and ends at 17:00 Eastern Time. Daylight Savings Time is observed by PAI.

"Business Hour" – A Business Hour is any hour within a Business Day.

"Documentation" means the explanatory and written materials relating to the Software.

"Start Date" means the date that your license to the Software comes into effect as is defined in your Sales Agreement.

"Internal Network" means a private, proprietary network resource accessible only by your Staff. Internal Network includes customer created environments in a co-location facility or within a Cloud-based platform, however, it does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations or similar organizations.

"Open-Source Components" means a software component that is subject to any open-source copyright license agreement, that substantially conforms to the open source definition <https://opensource.org/docs/osd> adopted by the Open Source Initiative (opensource.org).

"PAI" means Privacy Analytics Incorporated, a Canadian corporation.

"Sales Agreement" is that contractual arrangement between PAI and the licensee of the Software which might be in the form of a software license agreement, master license agreement, purchase order or other documentation executed by both parties.

"Software" means the current version of the Software Modules licensed by PAI including any Third Party Materials incorporated therein, and with which this Agreement is provided, as well as any modified versions and copies of, and upgrades, updates and additions to, such software provided to you by PAI at any time, to the extent not provided under separate terms.

"Software Modules" refers to components of the Software that are individually licensed as specified in the Sales Agreement.

"Software Subscription Period" means the Software Subscription Period as defined in the Sales Agreement.

"Staff" means all of your full-time, part-time and contract employees and certain external professional services consultants or providers who require and are authorized to access your information systems or your software provided all such persons are subject to restrictions respecting the Software that are no less stringent than those contained in this ELA.

"Supplier" means any third-party that provides or licenses any products, services, software or hardware to PAI.

"Third-Party Materials" means materials and information, in any form or medium, that are not proprietary to PAI, including any third-party: (a) documents, data, content or specifications; (b) Open-source Components or other software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

2. Software License.

2.1 Grant of License. PAI grants you a non-exclusive, non-transferable, non-sublicensable license to download, install, access, execute and use the Software and Documentation for your internal purposes in a manner consistent with its design and the Documentation and as further set forth in this Agreement. For clarity, the Sales Agreement will specify which Software Modules are being licensed under this Grant of License.

2.2 Third Party Materials. The Software may include Third Party Materials which, where included, are either (a) subject to a separate license or (b) are sublicensed by PAI strictly for use with the Software supplied pursuant to the terms and conditions of this ELA.

2.3 Open-Source Licenses. The Software includes Open-Source Components licensed under The Apache Software Foundation, a copy of which can be found at www.apache.org/licenses ("Open-Source License"). Any use of the Open-Source Components by you are governed by, and subject to, the terms and conditions of the Open-Source License.

2.3 Limitations on Use

- a. There are limitations on the use of the Software contained in the Sales Agreement. Those limitations may restrict the number of persons entitled to use the Software, the parties for whom the Software may be used, the databases on which the Software may be used, the aggregate volume of data on which the Software may be used, or other matters. The license granted under this Agreement is subject to those limitations.
- b. You may use the Software and Documentation only for your own internal purposes and on your Internal Network. You may not use the Software or Documentation to provide de-identification or other services to third parties, nor may you sell, distribute, transfer, rent, lease or sublicense the Software or Documentation. You may not use the Software or Documentation for commercial purposes. You may not uninstall and re-install the Software on different computer systems without prior written approval from Privacy Analytics.

2.4 Backup Copies. You may make a reasonable number of backup copies of the Software and Documentation, so long as your backup copies are not installed or used for other than archival purposes.

2.5 Documentation. You may make copies of the Documentation for your own internal use in connection with use of the Software in accordance with this Agreement but no more than the amount reasonably necessary. Any permitted copy of the Documentation that you make must contain the same copyright and other proprietary notices that appear on or in the Documentation.

3. Intellectual Property Ownership.

The Software and Documentation and any copies that you make are the intellectual property of and are owned by PAI and its Suppliers. The structure, organization and source code of the Software are the valuable trade secrets and confidential information of PAI and its Suppliers. The Software is protected by law, including but not limited to the copyright laws of Canada and other countries, and by international treaty provisions. Except as expressly stated in this Agreement, this Agreement does not grant you any intellectual property rights in the Software or Documentation, and all rights not expressly granted are reserved by PAI and its Suppliers.

4. Restrictions.

4.1 Notices. Any permitted copy of the Software that you make must contain the same copyright and other proprietary notices that appear on or in the Software.

4.2 No Modifications. You may not modify, port, adapt or translate the Software.

4.3 No Reverse Engineering. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

4.4 No Unbundling. The Software may include various Third Party Materials, applications, utilities and components and may support multiple platforms and languages. Nonetheless, the Software is designed and provided to you as a single product to be used as a single product, and you may not, under any circumstance, unbundle the component parts of the Software.

4.5 No Separate Use of Templates, Etc. The Software includes various templates, checklists and hierarchies (in WORD or other formats), which are protected by copyright laws. You may not copy those templates, checklists or hierarchies for use independently from the Software.

5. Updates.

If the Software is an upgrade or update to a previous version of PAI software, you must possess a valid license to such previous version in order to use such upgrade or update. After you install such update or upgrade, you may continue to use any such previous version in accordance with its end-user license agreement only if (a) the upgrade or update and all previous versions are installed on the same Internal Network, (b) the previous versions or copies thereof are not transferred to another party, and (c) you acknowledge that any obligation PAI may have to support the previous version(s) may end upon the availability of the upgrade or update. No other use of the previous version(s) is permitted after installation of an update or upgrade. Upgrades and updates may be licensed to you by PAI with additional or different terms.

6. Limited Warranty.

PAI represents, warrants and covenants that the Software will perform substantially in accordance with the Documentation throughout the

Software Subscription Period when used on the recommended operating system and hardware configuration. This limited warranty does not apply to the following, which are made available AS-IS and without warranty from PAI: pre-release (beta), trial, starter, evaluation, product sampler and not for resale (NFR) copies of the Software; and any software made available by PAI for free via Web download from a PAI website. All warranty claims must be made, along with proof of purchase, to PAI Support within such warranty period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of PAI and its affiliates and your exclusive remedy will be limited to either, at PAI's option, replacement of the Software or refund of the license fee you paid for the Software.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. PAI DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

7. Disclaimer.

THE LIMITED WARRANTY IN SECTION 6 IS THE ONLY WARRANTY OFFERED BY PAI, ITS AFFILIATES, AND ITS SUPPLIERS, AND IT STATES THE SOLE AND EXCLUSIVE REMEDIES FOR PAI'S, ITS AFFILIATES' OR ITS SUPPLIERS' BREACH OF THAT OFFERED WARRANTY. THE LIMITED WARRANTY IN SECTION 6 AND ANY STATUTORY WARRANTY AND REMEDY THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW ARE THE ONLY WARRANTIES APPLICABLE TO THE SOFTWARE. PAI, ITS AFFILIATES AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO PERFORMANCE, SECURITY, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. OTHER THAN SUCH OFFERED AND STATUTORY WARRANTIES AND REMEDIES, PAI AND ITS AFFILIATES AND SUPPLIERS PROVIDE THE SOFTWARE AS-IS AND WITH ALL FAULTS.

The provisions of Sections 6, and Section 8 survive the termination of this Agreement, however caused, but this does not imply or create any continued right to use the Software after termination of this Agreement.

8. Limitation of Liability.

EXCEPT FOR THE EXCLUSIVE REMEDY OFFERED BY PAI ABOVE AND ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, PAI, AND ITS AFFILIATES, AND SUPPLIERS WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A PAI REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. IN ANY EVENT, PAI'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

Nothing contained in this Agreement limits PAI's liability to you for (a) death or personal injury resulting from the negligence of PAI and its affiliates and Suppliers or for the tort of deceit (fraud). PAI is acting on behalf of its affiliates and Suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose.

The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. This limitation of liability may not be valid in some jurisdictions. You may have rights that cannot be waived under consumer protection and other laws. PAI does not seek to limit your warranty or remedies to any extent not permitted by law.

9. Export Rules.

You agree that the Software will not be shipped, transferred or exported into any country, or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, Cuba and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

10. Governing Law.

This Agreement is governed by and is to be construed in accordance with the substantive laws in force in: (a) the Province of Ontario, if a license to the Software is obtained when you are in the United States, Canada, or Mexico; or (b) [Japan, if a license to the Software is obtained when you are in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., Hanzi, Kanji, or Hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul

or kana; or (c)] England, if a license to the Software is obtained when you are in any jurisdiction not described above. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on the Sale of Goods for the International Sale of Goods, the application of which is expressly excluded. In respect of any dispute, PAI and you agree to submit to the exclusive jurisdiction of (a) the local courts in Ottawa, Ontario, Canada, if this Agreement is governed by the laws of Ontario, or (b) the local courts in London, England, if this Agreement is governed by the laws of England.

11. General Provisions.

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms. This Agreement, and any letter of engagement, master license agreement, purchase order or similar documentation between PAI and you relating to the Software, constitute the entire agreement between PAI and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

12. Notice to U.S. Government End Users.

For U.S. Government End Users, PAI agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence will be incorporated by reference in this Agreement.

13. Compliance with Licenses.

- a. No more than once every 12 months, PAI or its authorized representative may, upon 10 Business Days' prior notice to you, inspect your records, systems and facilities to verify that your use of any and all PAI software is in conformity with your valid licenses from PAI. If a verification discloses that your use is not in conformity with a valid license, you must immediately obtain valid licenses to bring your use into conformity or PAI may terminate your ability to use the Software.
- b. If you have any questions regarding this Agreement or if you wish to request any information from PAI, please use the address and contact information included with this product to contact the PAI office serving your jurisdiction.

14. Maintenance and Support

14.1 For any period in which fees payable by you in respect of maintenance and support have been paid (the "Maintenance Term"), PAI will provide the following (the "Software Support Policy"):

- a. maintain the Software in accordance with the specifications contained in the Documentation;
- b. make available Software updates, fixes and major releases as may be generally available during the applicable Maintenance Term at no additional charge. Software updates are available through user-initiated downloads upon release. You will be provided with e-mail notification of availability of new releases (information is also posted on PAI's website); and
- c. make available updates, fixes and major releases to the Software to accommodate any new release of or for the operating system or any other software upon which the successful use of the Software is dependent.

14.2 Support is available by e-mail or by telephone during Business Hours.

14.3 Procedures for Support

- a. Support Contact – You will nominate one primary technical contact, one backup technical contact and one functional user contact within the organisation who will be the point of contact between you and PAI.
- b. Notification – To obtain support for a specific Software issue (a "Support Incident"), you must notify PAI of the issue and must provide appropriate detail of the nature of and circumstances surrounding the error to enable PAI to recreate the problem. The SLA Response Times are effective once the required information is sent or provided to a PAI. PAI may request additional information in order to reproduce the error, and you will, as soon as reasonably possible, provide PAI with the requested information.
- c. Classifying a Support Incident - PAI shall identify the severity of the support request, based on the details supplied provided by Customer and the definitions set forth in the below table. By default, all new support cases are classified as Severity 2 - Major. If Customer believes that the support request should be classified as something other than Severity 2 - Major, it is recommended that Customer indicate the reason of the higher severity in the support request and have appropriate evidence in the request.
- d. Upgrade/Downgrade of the Severity Level – While performing triage on the Support Incident, the Severity Level may be escalated to a higher severity level than currently assigned. Alternatively, if the issue no longer warrants the severity level currently assigned based on its current impact to Customer, then the severity level will be upgraded or downgraded by the Privacy Analytics teams accordingly to the severity level that most appropriately reflects its current impact.

- e. Resolution and Error Correction – PAI will make commercially reasonable efforts to correct and resolve Support Incidents that you report to PAI and that PAI is able to reproduce. PAI does not provide any guarantee regarding the time to resolve a Support Incident. A resolution may consist of a fix, workaround, or other solution that the PAI support team deems reasonable. In the event PAI team is unable to provide you with any of the foregoing, a specific action plan for addressing the Support Incident, including a good faith estimate of the time required to correct and resolve the Support Incident will be provided.
- f. SLA Response Times – The times set forth below are response times to acknowledge a Support Incident. For clarity, these times are not indicative of the time to resolve a Support Incident. PAI will exercise commercially reasonable efforts to meet the target response times stated in the table below.

| Severity Level | Failure Description | Response Times | Action |
|----------------|--|-----------------------|---|
| 1 – Blocker | Severe Impact (functionality disabled) -- Errors that result in a lack of Software functionality or that cause intermittent system failure. | 1 Business Day | Requires: 1. A workaround will be considered as the first option to handle this issue 2. If option #1 is not possible, option of a hot fix or patch will be considered, if feasible. 3. If a patch is deemed infeasible or impractical by PAI, the fix to this issue will be included in the next major version released PAI management (Support and Engineering) visibility Weekly status updates will be sent if required by customer. |
| 2 – Major | Degraded Operations: Errors that cause non-critical Software features consistently to malfunction. | Up to 2 Business Days | Requires: The 'Support Request' is included in a triage process by PAI and fixed in order according to its relative priority & impact The list of support issues fixed as a part of each new version is documented in its Release Notes. |
| 3 – Minor | Minimal Impact Errors that cause attributes and/or options of utility programs not to operate in concordance with the Software specifications. | Up to 5 Business Days | Requires: Potential to be addressed in future release (at the discretion of PAI) |

14.4 Support of Previous Software Releases . In general, PAI supports previous versions of the Software on a rolling 12-month cycle. For clarity, any Software that was released more than 12 months ago is no longer supported if a newer version of the Software has been released.

14.5 Changes to Services Support Policy - Privacy Analytics reserves the right to modify the Services Support Policy including discontinuation of same at any time by providing Customer with thirty (30) days' notice in the case of a minor change, and one hundred eighty (180) days in the case of discontinuation. Such notice may be provided by email or by posting the revised terms on Privacy Analytics' website. Any change will be binding and effective thirty (30) days after publication of the change on Privacy Analytics' website(s), or upon notification to customer by email.