

## END USER LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

Please read this end user license, maintenance and support agreement (“**Agreement**”) carefully. This Agreement defines the terms and conditions under which GROUPE SHAREGATE INC. (“**ShareGate**”) will deliver, maintain and support the Software, as defined in Article 1 below. By installing or using the Software, you agree to be bound by the terms and conditions of this Agreement.

This Agreement is between ShareGate and the natural person and/or, as the case may be, the organisation represented by such natural person who accesses, installs, tries and/or uses the Software defined herein (the “**Customer**”). ShareGate is willing to grant the Customer the right to use or try the Software only if the Customer accepts all terms and conditions of this Agreement, and pays or has paid ShareGate, its resellers or agents, all applicable fees.

By clicking the “I agree” button displayed when prompted to agree with this Agreement during the installation process of the Software, and/or by installing, copying or accessing the Software and/or by the Parties signing a copy of the present Agreement, the Customer acknowledges that he has read this Agreement, understands its terms and conditions, and agrees to be bound by it. If Customer is also accessing ShareGate Productivity, Customer acknowledges that he has read the ShareGate Apricot Terms of Service (<https://sharegate.com/terms#sharegate-apricot>), understands its terms and conditions, and agrees to be bound by it. If the Customer does not agree to all terms and conditions in this Agreement, and if applicable to the ShareGate Apricot Terms of Service, no license to the Software shall have been granted and the Customer should not access or otherwise utilize the Software or ShareGate Productivity. No terms or conditions included (i) in any order documentation provided by Customer to ShareGate, or (ii) with Customer’s vendor set-up process will be incorporated into, or form any part of, the Agreement, and all such terms or conditions are null and void even if such terms or conditions are accepted by ShareGate or ShareGate accepts payment from Customer.

### 1. **DEFINITIONS AND INTERPRETATION**

The following capitalized terms shall have the meaning ascribed to them below. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings ascribed therein.

- 1.1. “**Activation**” means the number of instances, as purchased by the Customer, the license key can be activated at the same time to permit Users to use the Software pursuant to this Agreement.
- 1.2. “**Affiliate**” means any entity directly or indirectly controlling, controlled by, or under common control with a Party. For the purposes of referring to any Affiliate hereunder, “control” (including the terms “controlling” and “under common control with”) shall mean: (i) the ownership of more than 50% of the equity or beneficial interest of such entity, or the right to vote for or appoint a majority of the board of directors of other governing body of such entity; or (ii) the power to directly or indirectly direct or cause the direction of the management and policies of such entity by any means whatsoever, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3. “**Commencement Date**” means the date when this Agreement is entered into by ShareGate and the Customer.
- 1.4. “**Confidential Information**” has the meaning set forth in Section 12.1 of this Agreement.

- 1.5. **"Customer Data"** means data in electronic form that is managed, to be managed, migrated or to be migrated by the Customer using the Software, including without limitation by the Customer's employees.
- 1.6. **"Internal Use"** means use of the Software in Customer's internal operations and on its own SharePoint environment. For clarity purposes, "Internal Use" excludes any use of the Software for the benefit of a third party, including, among others, in the context of providing services to such third party.
- 1.7. **"License"** has the meaning set forth in Section 2.2 of this Agreement.
- 1.8. **"Maintenance and Support Services"** has the meaning set forth in Article 3 of this Agreement.
- 1.9. **"Party"** means either ShareGate or the Customer, and **"Parties"** means both of them.
- 1.10. **"Related Materials"** means any and all documentation supplied by ShareGate under this Agreement, whether in electronic and/or physical formats.
- 1.11. **"ShareGate Apricot"** means the online platform, found at <https://apricot.sharegate.com>, made available to Customer by ShareGate as "ShareGate Apricot" that helps to manage a self-sustained and scalable Office 365 environment.
- 1.12. **"ShareGate Productivity"** means the ShareGate's subscription package comprised of the Software and ShareGate Apricot.
- 1.13. **"Software"** means ShareGate's desktop software application comprising a set of features for SharePoint site, SharePoint Management or SharePoint content migration, ShareGate's Server Extension, and Related Materials.
- 1.14. **"System Requirements"** means the minimum system specifications, including the prerequisite hardware components and software resources required to be present on a computer for installation of the Software, as published on ShareGate's website and updated from time to time (<http://help.sharegate.com/article/391-installation>).
- 1.15. **"Trial License"** has the meaning set forth in Section 2.1 of this Agreement.
- 1.16. **"Trial Version"** means a version of the Software, so identified, to be used only to review, test, and evaluate the Software for a limited time period. The Trial Version may have limited features and will cease operating after a predetermined amount of time due to an internal mechanism built into the Trial Version.
- 1.17. **"User"** means any individual, including an agent, contractor or third-party service provider of the Customer, who uses the Software on the Customer's behalf, whether authorized or not.

## **2. GRANT OF LICENSE**

- 2.1. If the Software is a Trial Version, this Section 2.1, and not Section 2.2, shall apply. Subject to the provisions of this Agreement, ShareGate hereby grants to the Customer a limited, revocable, non-perpetual, non-exclusive, non-transferable object code license to review, test, and evaluate the Software, and if applicable ShareGate Productivity, for its Internal Use for the duration specified on ShareGate's website when the Software is installed (the **"Trial License"**).

- 2.2. If the Software is not a Trial Version, this Section 2.2, and not Section 2.1, shall apply. Subject to the provisions of this Agreement as well as the payment of all applicable fees for the term of such License, ShareGate hereby grants to the Customer a revocable, nonperpetual, non-exclusive, non-transferable (except as specified in Section 11) object code license to use the Software, and if applicable ShareGate Productivity, for its Internal Use for the period purchased by the Customer (the “**License**”).
- 2.3. All rights not specifically granted to the Customer by this Agreement are reserved to ShareGate.
- 2.4. The License is a per-Activation license. The Customer may only activate the number of Activations it has purchased and is responsible for coordinating the activation and deactivation of the license key to permit Users to use the Software in accordance therewith. For the avoidance of doubt, (a) the Customer may transfer a license key from one User to another at no additional charge so long as the Customer does not exceed the total number of Activations, and (b) mere installation of the Software does not count toward the number of Activations.
- 2.5. Notwithstanding Section 2.4, the Customer may purchase and use a License for the benefit of one third party other than the Customer, but may only use such License for the benefit of that very specific third party (a “**Third Party License**”). The Customer acknowledges and accepts that it may never use the Third Party License for its own benefit and that it may never use the Third Party License or allow the Third Party License to be used for the benefit of any other third party than the one for which the Third Party License was purchased for by the Customer.

### **3. MAINTENANCE AND SUPPORT SERVICES**

During the term of the License, ShareGate agrees to provide to the Customer the Maintenance and Support Services, which consist strictly of the following: (i) making available to the Customer patches, fixes, updates and/or enhancements generally made available to ShareGate’s customers from time to time, if any, and (ii) technical support, on an as-needed basis for the sole purpose of responding within a reasonable period of time and attempting to address, during normal business hours (9AM to 5PM Eastern Time – UTC/GMT -5 hours), technical issues relating to the use of the Software, which may include online technical support ([support@sharegate.com](mailto:support@sharegate.com)), and telephone technical support (1-888-444-3168) when deemed appropriate at the sole discretion of ShareGate, but which exclude any on-site technical support by ShareGate personnel, agents or subcontractors (collectively referred to as the “**Maintenance and Support Services**”). Without limiting the generality of the foregoing, any requests by the Customer for additional features or functionality that fall outside of ShareGate’s ongoing updates and/or enhancements of the Software are excluded from Maintenance and Support Services.

#### **3.1. Obligations of the Customer**

- 3.1.1. **Back-Ups:** The Customer acknowledges that it is solely responsible for ensuring that adequate back-ups of its data are made and stored.
- 3.1.2. **Current Software Version:** The Customer must update the Software in its entirety to the most recent released version of the Software. In order to provide technical support, ShareGate may request that the Customer update the Software to the most recent released version.

3.1.3. **System Requirements:** The Customer agrees that, subject to the Customer's internal policies, it will upgrade its hardware, computer operating system and software to meet the changing System Requirements as specified by ShareGate in its Software-related support documentation published on its website (<http://help.sharegate.com/article/391-installation>). The Parties agree that ShareGate is bound by no obligation to ensure that the Software is compatible with other components than those specified in the System Requirements, nor to ensure that new releases of the Software are compatible with versions of any required computer operating system or software exceeding three (3) years from the date of their respective releases.

### 3.2. **Maintenance and Support Services Limitations**

3.2.1. ShareGate may refuse to provide technical support related to (i) Customer Data; (ii) unauthorized modified portions of the Software, or (iii) portions of the Software affected by unauthorized modified portions of the Software. The Customer agrees that the hardware on which the Software operates will be operating properly and must have been and continue to be properly maintained by the manufacturer of the hardware or a properly qualified service organization.

3.2.2. Corrections for difficulties or defects traceable to the Customer's errors or unauthorized changes, the Customer's hardware, or conflicts with other software not identified by ShareGate as compatible or part of the recommended operating environment (<http://help.sharegate.com/article/391-installation>) are excluded from the Maintenance and Support Services.

3.2.3. The Customer is responsible for properly testing and applying routine virus updates and security patches without the need for additional notice by ShareGate.

3.2.4. The Maintenance and Support Services are provided to the Customer with ShareGate's limited internal resources available to help when contacting ShareGate in accordance with this Article 3. Resource availability may vary and remains at all times at ShareGate's sole discretion. Customer remains at all times sole responsible to implement any advice offered as part of the Maintenance and Support Services.

## 4. **TERM AND TERMINATION**

4.1. This Agreement and the License commence as of the Commencement Date, and remain in force until the expiration of the License period purchased by the Customer.

4.2. The Customer may at any time terminate this Agreement and the License by sending a written notice to ShareGate, provided that such termination will not entitle the Customer to any refund nor reduction in fees.

4.3. If the Customer materially breaches any provision of this Agreement, ShareGate may terminate this Agreement, provided, however, that (i) ShareGate has given to the Customer a prior written notice of the breach within a period of at least thirty (30) days to cure it and (ii) the Customer has not cured the breach during such period. Termination for breach shall not alter or affect ShareGate's right to exercise any other remedies for breach. Such termination will not entitle the Customer to any refund nor reduction in fees.

- 4.4. Upon termination of this Agreement and the License, the Customer must permanently delete all copies of the Software under its control or in its possession, and upon request by ShareGate, must provide a written confirmation of such deletion.

## **5. FEES**

- 5.1. The Customer shall pay within 30 days the fees associated with the purchased License.
- 5.2. There shall be added to the applicable fees provided for in this Agreement amounts equal to any taxes, whether federal, state, provincial or local, however designated, that may be validly levied or based upon this Agreement or upon the Software, License or Maintenance and Support Services furnished hereunder. The Customer shall have the right to have ShareGate contest with the imposing jurisdiction, at the Customer's expense, any such taxes that the Customer deems are improperly levied.

## **6. CUSTOMER DATA AND PRIVACY**

- 6.1. **Use of Customer Data.** Unless it receives the Customer's prior written consent, ShareGate: (a) shall not access, process or otherwise use Customer Data other than as necessary to facilitate use of the Software by such Customer; and (b) shall not intentionally grant any third party access to Customer Data, including without limitation ShareGate's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, ShareGate may disclose Customer Data as required by applicable law or by proper legal or governmental authority. ShareGate shall give the Customer prompt notice of any such legal or governmental demand and reasonably cooperate with the Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at the Customer's expense.
- 6.2. **Data Accuracy.** ShareGate shall have no responsibility or liability for the accuracy of data uploaded or processed by the Customer when using the Software, including without limitation Customer Data and any other data uploaded or processed by Users.
- 6.3. **Utilization Data.** The Customer acknowledges and agrees that to the extent permitted by law, the telemetric information related to how Users access and use the Software (including, but not limited to, stack trace data and reports related thereto) does not constitute Customer Data, and that the aggregated data derived from such information is owned by ShareGate.
- 6.4. **Privacy Policy.** The Privacy Policy (<http://en.sharegate.com/privacy-policy>) applies only to the Software and does not apply to any third-party website or service linked to the Software or recommended or referred to through the Software or by ShareGate's staff.

## **7. RESPONSIBILITIES AND RESTRICTIONS OF THE CUSTOMER**

- 7.1. **Eligibility.** In order to use the Software, Customer must:
- 7.1.1. be at least eighteen (18) years old and legally able to enter into contracts;
  - 7.1.2. agree to this Agreement;
  - 7.1.3. provide true, complete, and up-to-date contact and billing information to ShareGate upon request;
  - 7.1.4. not be based in Cuba, Iran, North Korea, Syria, or any other country that is subject to a U.S. government embargo, or that has been

designated by the U.S. government as a “terrorist-supporting” country.

- 7.2. **Unacceptable Use.** Except in accordance with the License, the Customer shall not: (a) use the Software for any other use than for Internal Use or the use specified in Section 2.5; (b) provide the Software serial codes, password or other product key information to any third party who is not a User; (c) share non-public features or content of the Software with any third party who is not a User; or (d) access or use the Software in order to build

a competitive product or service; to build a product using similar ideas, features, functions or graphics of the Software; or to copy any ideas, features, functions or graphics of the Software. In the event that it suspects any breach of the requirements of this Section 7.1, including without limitation by Users, ShareGate may suspend the Customer's License to the Software without advanced notice, in addition to such other remedies as ShareGate may have. This Agreement does not require that ShareGate take any action against the Customer or any User or other third party for violating this Section 7.1 or this Agreement, but ShareGate is free to take any such action it sees fit.

- 7.3. **Unauthorized Access.** The Customer shall take reasonable measures to prevent unauthorized access to the Software, including without limitation by protecting its passwords and other log-in information.

- 7.4. **Unauthorized Use or Distribution.** Except in accordance with the License, the Customer shall not copy, duplicate, reverse engineer, decompile, decode, decrypt, disassemble, record, alter, merge, adapt, translate, create any derivative works or otherwise reproduce any part of the Software or Confidential Information, nor authorize or attempt to do any of the foregoing, without the prior written consent of ShareGate. Any tangible embodiments of the Software or Confidential Information that may be generated by the Customer, either pursuant to or in violation of this Agreement, will be deemed to be the sole property of ShareGate and fully subject to the obligation of confidentiality set forth in Article 12 of this Agreement.

- 7.5. **Compliance with Laws.** In its use of the Software, the Customer shall comply with all applicable laws.

- 7.6. **Users & the Software Access.** The Customer is responsible and liable for: (a) any User's use of the Software, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to the Customer; and (b) any use of the Software through the Customer's account, whether authorized or unauthorized.

## 8. **INDEMNIFICATION BY THE CUSTOMER**

The Customer must defend and hold ShareGate harmless against any claim brought by a third party against ShareGate arising from or related to use of the Software by the Customer or its Users in breach of this Agreement; provided (a) ShareGate shall promptly notify the Customer of the threat or notice of such claim; (b) the Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, the Customer shall not settle or compromise any claim that results in liability or admission of any liability by ShareGate without ShareGate's prior written consent); and (c) ShareGate fully cooperates with the Customer in connection therewith. If the Customer is a governmental or public entity, this Section 8 will not apply to the Customer only to the extent the Customer's jurisdiction's laws prohibit the Customer from accepting the requirements in this section.

## **9. INTELLECTUAL PROPERTY**

9.1. **Intellectual Property Rights.** ShareGate warrants that it is the owner of the Software and of each and every component thereof or the recipient of a valid License thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party.

9.2. **Indemnification for IP Claim.** ShareGate will defend the Customer against any third party claim, suit or proceeding arising out of or related to a claim that the Software, when used in accordance with this Agreement, infringes or violates any intellectual property right (an “IP Claim”). ShareGate will indemnify the Customer for any costs (including reasonable attorneys’ fees) associated with the defense or settlement of and/or damages finally awarded against the Customer in any IP Claim. If an IP Claim is made or appears likely to be made, ShareGate, at its sole discretion and own expense, will take one or any of the following actions: (a) secure for the Customer the right to continue using the Software; (b) replace or modify the Software to render it non-infringing; or (c) terminate the infringing features of the Service and refund to the Customer any prepaid fees for such features, in proportion to the portion of the term remaining after such termination. The indemnification obligations in this section are subject to: (i) prompt notification in writing by the Customer of any IP Claim (provided however, that the delay or failure to give such notification shall not affect the Customer's entitlement to indemnification hereunder, except to the extent that ShareGate shall have been prejudiced as a result of such delay or failure) (ii) the transfer of sole control of the defense and any related settlement negotiations to ShareGate, unless agreed otherwise by the Parties; and (iii) the Customer's cooperation, at ShareGate's expense, in the defense of such claim. THIS SECTION STATES SHAREGATE'S SOLE OBLIGATION AND LIABILITY, AND THE CUSTOMER'S SOLE REMEDY, FOR BREACH OF THE WARRANTY IN SECTION 9.1 AND FOR POTENTIAL OR ACTUAL INTELLECTUAL PROPERTY INFRINGEMENT BY THE SOFTWARE. NOTWITHSTANDING THE ABOVE, SHAREGATE SHALL HAVE NO LIABILITY TO THE CUSTOMER IF THE INFRINGEMENT ALLEGED IN THE IP CLAIM RESULT FROM USE OF THE SOFTWARE IN COMBINATION WITH HARDWARE OR SOFTWARE NOT PROVIDED BY SHAREGATE.

10. **WARRANTY DISCLAIMERS.** THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL DEFECTS AND ERRORS, IF ANY. THE SOFTWARE IS SUBJECT TO CHANGE WITHOUT NOTICE. SHAREGATE MAKES NO REPRESENTATIONS AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. SHAREGATE ASSUMES NO LIABILITY FOR ANY SYSTEM ON WHICH THIS SOFTWARE IS INSTALLED OR FOR ANY CONTENT MANIPULATED BY THE SOFTWARE.

## **11. LIMITATIONS ON TRANSFER**

The Customer shall not assign or transfer this Agreement or the Customer's interests, rights or obligations hereunder, and any purported assignment or transfer shall be null and void. Notwithstanding the foregoing, the Customer may assign or transfer this License to an Affiliate; provided that such Affiliate agrees in writing to be bound by the terms of this Agreement.



## **12. CONFIDENTIALITY**

- 12.1. "Confidential Information" means all non-public, confidential, or proprietary information disclosed before, on or after the Commencement Date, by either Party (a "**Disclosing Party**") to the other Party (a "**Recipient**") or its Affiliates, or to any of such Recipient's or its Affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, "**Representatives**"), including, without limitation, Customer Data and all trade secrets and other information regarding the features, functioning, security, pricing, sales strategy or marketing strategy of current or future products or services of ShareGate, including the Software.

The term "Confidential Information" as used in this Agreement shall not include information that (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives; (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a thirdparty source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient; (c) was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, before being disclosed by or on behalf of the Disclosing Party under this Agreement; or (d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

- 12.2. The Recipient shall (a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to fulfill the purpose of this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to (i) the Recipient's Representatives and (ii) ShareGate's third party service providers, who are subject to confidentiality duties or obligations to ShareGate that are no less restrictive than under this Agreement, in connection with the providing of the Software. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient shall give the Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.
- 12.3. Each Party retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of its Representatives.

## **13. LIMITATION OF LIABILITY**

- 13.1. **Dollar Cap.** EXCEPT FOR FRAUD, PHYSICAL INJURY OR DEATH OR INTENTIONAL OR GROSS FAULT, OF SHAREGATE OR FOR THE INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT REFERED TO IN SECTION 9 (INTELLECTUAL PROPERTY), IN NO EVENT SHALL SHAREGATE'S AGGREGATE, CUMULATIVE LIABILITY OF PROVEN DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE, IF ANY, BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY, OR ONE HUNDRED DOLLARS IN



CASE OF A USER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THIS LIMIT. PARTIES UNDERSTAND THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SHAREGATE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. SHAREGATE HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE THE RIGHTS TO ACCESS AND USE THE A SOFTWARE.

- 13.2. **Exclusion.** IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, GOODWILL, BUSINESS OR DATA OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR INTENTIONAL OR GROSS FAULT OF THE PARTY. THE FOREGOING EXCLUSIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**Consultant.** Should Customer hire a consultant to perform services relating to the implementation and the use of the Software, ShareGate shall have no responsibility in relation to such services.

#### 14. **RELATION OF PARTIES**

- 14.1. Nothing in this Agreement will create or imply an agency relationship between ShareGate and the Customer, nor will this Agreement be deemed to constitute a joint venture or partnership between the Parties.

#### 15. **GENERAL**

- 15.1. **Governing Law.** This Agreement is governed, construed, and enforced in accordance with (i) the laws applicable in the Canadian province of Quebec if the Customer is located in Canada or (ii) the laws of the State of New York if the Customer is located outside of Canada, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. If the Customer is a governmental or public entity, this Section 15.1 will not apply to the Customer only to the extent the Customer's jurisdiction's laws prohibit the Customer from accepting the requirements in this section.
- 15.2. **Jurisdiction and Venue.** The Parties agree that any litigation in any way relating to this Agreement shall be brought and venued exclusively in (i) the judicial district of Montreal in the Canadian province of Quebec if the Customer is located in Canada or (ii) an appropriate federal or state court in New York, New York, USA if the Customer is located outside of Canada, and waives any objection that such venue is inconvenient or improper. If the Customer is a governmental or public entity, this Section 15.2 will not apply to the Customer only to the extent the Customer's jurisdiction's laws prohibit the Customer from accepting the requirements in this section.
- 15.3. **Force Majeure.** Except as expressly provided otherwise in this Agreement, dates and times by which a Party is required to render performance under this Agreement shall be automatically postponed to the extent and for the period of time that such Party is

prevented from meeting them by reason of an unforeseeable and irresistible event, including external causes with the same characteristics, provided the Party so prevented promptly notifies the other Party of the commencement and nature of such event or cause and the probable consequences thereof.

15.4. **Time of the Essence.** Time is of the essence of this Agreement and of every part thereof.

15.5. **Entire Agreements.** This Agreement is the complete and exclusive statement of the Parties' agreement relating to the subject matter hereof and supersedes all offers (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the Parties relating hereto.

15.5.1. **NO OTHER TERMS.** SHAREGATE EXPRESSLY OBJECTS TO AND REJECTS ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE CUSTOMER, INCLUDING THOSE CONTAINED IN THE CUSTOMER'S PURCHASE ORDER, ACCEPTANCE OR WEBSITE. SHOULD ANY OTHER TERMS OR CONDITIONS WITH RESPECT TO THE SOFTWARE CONTRADICT THE PRESENT AGREEMENT, THE PRESENT AGREEMENT WILL ALWAYS SUPERSEDE SUCH TERMS, UNLESS EXPLICITLY AGREED OTHERWISE IN WRITING BY THE PARTIES BY REFERRING TO THIS SECTION 15.5.1.

15.6. **Waiver.** No waiver by either Party of any default in performance on the part of the other Party will constitute a waiver of any subsequent breach or default by the defaulting Party.

15.7. **Notices.** ShareGate may send notices pursuant to this Agreement to the Customer's email contact points provided by the Customer, and such notices will be deemed received 72 hours after they are sent. The Customer may send notices pursuant to this Agreement to ShareGate at [sales@sharegate.com](mailto:sales@sharegate.com) and such notices will be deemed received 72 hours after they are sent.

15.8. **Assignment & Successors.** The Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.

15.9. **Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

15.10. **Conflicts.** In the event of any conflict between this Agreement and any ShareGate policy posted online, including without limitation Privacy Policy, the terms of this Agreement will govern.

15.11. **Technology Export.** The Customer shall not permit any third party to access or use the Software in violation of any Canadian law or regulation. Without limiting the generality of the foregoing, the Customer shall not permit any third party to access or use the Software in or export such software to, a country subject to an embargo by Canada or the United States.

**16. MODIFICATION OF AGREEMENT**

16.1. ShareGate may amend this Agreement from time to time by posting an amended version on its website or in the installation process of the Software. If you have questions about ShareGate's End User License Maintenance and Support Agreement, please contact us at [sales@sharegate.com](mailto:sales@sharegate.com).

**Customer legal name** [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Signature [REDACTED] Date: \_\_\_\_\_

**Groupe Sharegate Inc.**

Name: [REDACTED]

Title: [REDACTED]

Signature: [REDACTED] Date: \_\_\_\_\_

october 23, 2020