

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 Workleap Platform Inc. (“**Workleap**”) will deliver, maintain and support ShareGate, as defined under Section 1 below. By using ShareGate, the Migration Tool and/or the Services you agree to be bound by the terms and conditions of this Agreement.

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

By clicking the “I agree” button displayed when prompted to agree with this Agreement during the subscription process of ShareGate, and/or by installing, copying or accessing the Migration Tool or Services and/or by the Parties signing a copy of the present Agreement, the Customer acknowledges that they have read this Agreement, understand its terms and conditions, and agree to be bound by them. If Customer does not agree to the terms and conditions pertaining to the Migration Tool or to certain Services, Customer shall not access or use such product or service.

No terms or conditions included (i) in any order documentation provided by Customer to Workleap, 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 Workleap or if Workleap 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. “**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.
- 1.2. “**Confidential Information**” has the meaning set forth in Section 12.1 of this Agreement.
- 1.3. “**Customer Data**” means:
 - In the context of the Migration Tool, data in electronic form that is managed, to be managed, migrated or to be migrated by the Customer using the Migration Tool, including without limitation by the Customer’s employees; and
 - In the context of the Services, data that Customer or Customer’s Microsoft 365 group owners transfer to Workleap in conjunction with the Services.

- 1.4. **“Effective Date”** means the date when this Agreement is entered into by Workleap and the Customer.
- 1.5. **“Internal Use”** means use of ShareGate in the internal operations and on the own SharePoint environment of Customer or its Affiliates. For clarity purposes, “Internal Use” excludes any use of ShareGate for the benefit of a third party (other than an Affiliate of Customer), including, among others, in the context of providing services to such third party.
- 1.6. **“License”** has the meaning set forth in Section 2.3.2 of this Agreement.
- 1.7. **“License Activation”** means one (1) use of the license key by an individual User to access the Migration Tool on a specific workstation. Using the Services does not count as a License Activation.
- 1.8. **“Maintenance and Support Services”** has the meaning set forth in Section 3 of this Agreement.
- 1.9. **“Microsoft 365”** means the Microsoft 365 platform provided by Microsoft.
- 1.10. **“Party”** means either Workleap or the Customer, and **“Parties”** means both of them.
- 1.11. **“Related Materials”** means any and all documentation supplied by Workleap under this Agreement, whether in electronic and/or physical formats.
- 1.12. **“Migration Tool”** means the downloadable desktop software application available within ShareGate comprising a set of features for SharePoint, Microsoft Teams, Microsoft 365 and email migration, ShareGate’s Server Extension, and Related Materials.
- 1.13. **“ShareGate”** means the online platform made available at [REDACTED], which includes the Migration Tool and Services, and commercialized by Workleap as **“ShareGate by Workleap”**.
- 1.14. **“Services”** means the cloud-based services available within ShareGate that help manage a self-sustained and scalable Microsoft 365 environment.
- 1.15. **“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 Migration Tool, as published on Workleap’s website and updated from time to time [REDACTED]).
- 1.16. **“Trial License”** has the meaning set forth in Section 2.3.1 of this Agreement.
- 1.17. **“Trial Version”** means a version of ShareGate, so identified, to be used only to review, test, and evaluate it for a limited 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.
- 1.18. **“User”** means any individual, including an agent, contractor or third-party service provider of the Customer, who accesses or uses ShareGate on the Customer’s behalf, whether authorized or not.

2. ACCESS TO AND USE OF SHAREGATE

- 2.1. During the Term (as defined under Section 4.1), Workleap grants Customer the right to access and use ShareGate, which includes the Migration Tool and Services described herein, in accordance with the Agreement (the “**ShareGate Subscription**”).
- 2.2. This Agreement shall be in force as soon as the Term begins. However, terms and conditions specific to the Migration Tool or to the Services shall come into force only when Customer: (i) for the Migration Tool, downloads a copy of the application; and (ii) for the Services, activates the Services by giving consent when prompted on the ShareGate home page.

2.3. MIGRATION TOOL

- 2.3.1. If the ShareGate Subscription is a Trial Version, this Section 2.3.1, and not Section 2.3.2, shall apply. Subject to the provisions of this Agreement, Workleap hereby grants to the Customer a limited, revocable, non-perpetual, non-exclusive, non-transferable object code license to review, test, and evaluate the Migration Tool for its Internal Use for the duration specified on Workleap’s website when the Migration Tool is installed (the “Trial License”).
- 2.3.2. If the ShareGate Subscription is not a Trial Version, this Section 2.3.2, and not Section 2.3.1, shall apply. Subject to the provisions of this Agreement as well as the payment of all applicable fees for the term of such License, Workleap hereby grants to the Customer a revocable, non-perpetual, non-exclusive, non-transferable (except as specified in Section 11) object code license to use the Migration Tool for its Internal Use for the period purchased by the Customer (the “License”).
- 2.3.3. All rights not specifically granted to the Customer by this Agreement are reserved to Workleap.
- 2.3.4. The License is a per-activation license. The Customer may only activate the number of License Activations it has purchased and is responsible for coordinating the activation and deactivation of the license key to permit Users to use the Migration Tool 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 License Activations, and (b) mere installation of the Migration Tool does not count toward the number of Activations.
- 2.3.5. Notwithstanding Section 2.3.4, 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.

2.4. **SERVICES**

- 2.4.1. **Services.** During the Term (as defined at Section 4.1), Workleap grants to Customer the right to access and use the Services in accordance with the Agreement. The Services are further described on Workleap's website.
- 2.4.2. **Access granted by Customer.** Customer understands and agrees that in order for Workleap to perform the Services, Workleap must be granted access to Customer's Microsoft 365 SharePoint Online, Microsoft Azure Directory and Microsoft Graph and that Workleap will host the security tokens to access those APIs (the "API Security Tokens"). Customer confirms that it has granted such access to Workleap. Customer understands and agrees that this access includes the access to the content of the files stored by Customer in its Microsoft 365 tenant, although ShareGate does not intend to access such content. ShareGate has implemented technical, organizational and administrative systems, policies, and procedures to mitigate the risk of unauthorized access to, or use of, Customer's Microsoft 365.
- 2.4.3. **Services Revisions.** Workleap may revise the content, features and functions of the Services at any time without notice.
- 2.4.4. **Temporary Suspension of the Services.** Workleap may temporarily limit or suspend the Services from time to time at its discretion including to perform upgrades to, and maintenance of, ShareGate and the Services.
- 2.4.5. **Technical Limitations.** Due to the architecture of the Services and to the nature of information necessary for the Services to work as intended, access to and use of the Services may be limited for certain use cases. Such technical limitations are posted and further detailed at [REDACTED] Workleap shall periodically update information about technical limitations.
- 2.4.6. **Number of End-Users and Tenants.** Customer may have an unlimited number of Microsoft 365 active end-users within the Customer account. The Services are however limited to be used by only one Microsoft production tenant. If Customer wishes to increase the number of Microsoft production tenants, Customer must purchase a new ShareGate Subscription.
- 2.4.7. **Usage Limitations.** Workleap may impose limitations on the usage of certain features and functionalities of the Services where such usage is likely to impact the normal performance of, or to overburden, the Services. Such limitations are posted and further detailed at [REDACTED].

3. **MAINTENANCE AND SUPPORT SERVICES**

- 3.1. During the term of the ShareGate Subscription, Workleap agrees to provide to the Customer maintenance and support services, which consist strictly of the following: (i)

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making available to the Customer, via ShareGate, patches, fixes, updates and/or enhancements generally made available to Workleap'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 ShareGate, which may include online technical support (), and on-demand telephone technical support () when deemed appropriate at the sole discretion of Workleap, but which exclude any on-site technical support by Workleap 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 Workleap's ongoing updates and/or enhancements of ShareGate are excluded from Maintenance and Support Services.

3.2. **Obligations of the Customer**

- 3.2.1. **Back-Ups:** The Customer acknowledges that it is solely responsible for ensuring that adequate back-ups of its data are made and stored.
- 3.2.2. **Current Version:** The Customer must update the Migration Tool in its entirety to the most recent released version. In order to provide technical support, Workleap may request that the Customer update the Migration Tool to the most recent released version.
- 3.2.3. **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 Workleap in the support documentation published on its website . The Parties agree that Workleap is bound by no obligation to ensure that ShareGate is compatible with other components than those specified in the System Requirements, nor to ensure that new releases of ShareGate are compatible with versions of any required computer operating system or software exceeding three (3) years from the date of their respective releases.

3.3. **Maintenance and Support Services Limitations**

- 3.3.1. Workleap may refuse to provide technical support related to (i) Customer Data; (ii) unauthorized modified portions of ShareGate, or (iii) portions of ShareGate affected by unauthorized modified portions of ShareGate. The Customer agrees that the hardware on which ShareGate 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.
- 3.3.2. 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 Workleap as compatible or part of the recommended operating environment (as described at) are excluded from the Maintenance and Support Services.

- 3.3.3. The Customer is responsible for properly testing and applying routine virus updates and security patches without the need for additional notice by Workleap.
- 3.3.4. The Maintenance and Support Services are provided to the Customer with Workleap's limited internal resources available to help when contacting Workleap in accordance with this Section 3.3. Resource availability may vary and remains at all times at Workleap'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 enters into force as of the Effective Date and remains in force until the expiration of the ShareGate Subscription period purchased by the Customer (this period is referred to as the "**Term**" hereunder).
- 4.2. The Customer may at any time terminate this Agreement by sending a written notice to Workleap, provided that such termination will not entitle the Customer to any refund, credit for partially used subscription or reduction in fees.
- 4.3. If the Customer materially breaches any provision of this Agreement, Workleap may terminate this Agreement, provided, however, that (i) Workleap 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 Workleap'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 by either Party, the Customer must permanently delete all copies of the Migration Tool under its control or in its possession, and upon request by Workleap, must provide a written confirmation of such deletion. The ShareGate Subscription, including the License, shall be immediately revoked upon termination of the Agreement, and all rights and obligations of the Customer shall be extinguished, except for such rights and obligations which are meant to survive due to their nature or as expressly provided for under the Agreement.

5. FEES

- 5.1. **ShareGate Subscription Fees.** In consideration for the ShareGate Subscription described under Section 2 hereof, Customer shall pay Workleap, at the beginning of the Term, the annual fees specified on the website ([REDACTED]) for the subscription term selected by Customer, unless other payment terms have been agreed to in writing, for instance in a quote, between Customer and Workleap (the "**Subscription Fees**"). Customer's subscription will be automatically renewed on the first day following the expiration of the Term (the "**Renewal Date**") for the same subscription term as the then expiring subscription term, unless Customer cancels its subscription before the Renewal Date in accordance with Section 4.2. Workleap shall send to Customer a prior notice of renewal at least 30 days before the Renewal Date, and thus if Customer no longer wishes to renew the ShareGate Subscription, Customer is responsible for timely canceling its subscription in accordance with Section 4.2 Unless otherwise agreed in

writing by the Parties, the Subscription Fees applicable to any such renewal shall be Workleap's then-current standard Subscription Fees.

- 5.2. **Free Trial.** If Customer registers for a Trial Version of ShareGate, Workleap will provide Customer with a Trial License free of charge until the earlier of (i) the end of the free trial period applicable to Customer; (ii) the start date of any ShareGate Subscription purchased by Customer; or (iii) termination of the trial at any time by Workleap or Customer, in their sole discretion.
- 5.3. **Third-Party Payment Processor.** Workleap reserves the right to use a third-party PCI-DSS compliant payment processor for all billing and receipt of payments hereunder.
- 5.4. **Taxes.** Unless otherwise stated, the Subscription Fees do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). Customer is responsible for paying Taxes except those assessable against Workleap based on its income. Workleap will invoice Customer for such Taxes if Workleap has a legal obligation to do so, and Customer shall pay such Taxes if so invoiced.

6. CUSTOMER DATA AND PRIVACY

- 6.1. **Use of Customer Data.** Customer grants Workleap the right to access, use, process, copy, distribute, export and display Customer Data, only to the extent permitted by law and as reasonably necessary during the Term (a) to provide, maintain and improve ShareGate; (b) to prevent or address service, security, support or technical issues; (c) to comply with Customer's express instructions; or (d) to comply with a valid legal request. Notwithstanding the foregoing, Workleap shall have the right to retain any residual backup copies of Customer Data made in the ordinary course of business until it is deleted in accordance with Workleap's retention rules.
- 6.2. **Anonymized Data.** Customer grants Workleap a perpetual, irrevocable, royalty-free right to create anonymized data non-related to a specific customer (including, but not limited to, the usage metrics of ShareGate, stack trace data and reports related thereto), which does not constitute Customer Data and is owned by Workleap.
- 6.3. **Disclosure of Customer Data.** Unless it receives Customer's prior written consent, Workleap shall not intentionally grant any third party access to Customer Data, except to Workleap's third-party service providers in connection with the provision, the performance or the improvement of ShareGate. Before sharing any Customer Data with any of its third-party service providers, Workleap will ensure that such third party maintains data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access providing a level of protection equivalent or greater than that afforded by this Agreement. Notwithstanding the foregoing, Workleap may disclose Customer Data as required by applicable law or by a lawful order of a governmental authority. Unless prohibited by law or by any court order, Workleap shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 6.4. **Data Accuracy.** To the extent permitted by law, Workleap shall have no responsibility or liability for the accuracy of data uploaded or processed by the Customer when using ShareGate, including without limitation Customer Data and any other data uploaded or processed by Users.

- 6.5. **Deletion of Customer Data after the Term.** Customer Data that has been archived on Workleap's storage through ShareGate may be retrieved by Customer directly via ShareGate. Customer may also request a copy of such Customer Data up to ninety (90) days after the termination of the Agreement by submitting a written request to Workleap. Customer understands and agrees that Workleap has no obligation of retention of the Customer Data beyond ninety (90) days after the termination of the Agreement, and it is Customer's sole responsibility to obtain a copy of Customer Data archived on Workleap's storage through ShareGate.
- 6.6. **Personal Information and Privacy Policy.** While using ShareGate, Customer may transfer to Workleap Customer Data containing personal information. Workleap agrees to collect, access or process any personal information in accordance with its Privacy Policy available at [REDACTED]. Customer agrees and consents to the transfer, processing and storage of personal information in accordance with the Agreement and with the Privacy Policy. The Privacy Policy [REDACTED] applies to the products and services which are the object of the Agreement. The Privacy Policy does not apply to any third-party website or service external to ShareGate, or recommended or referred to through ShareGate or by Workleap's staff.

7. RESPONSIBILITIES AND RESTRICTIONS OF THE CUSTOMER

- 7.1. **Eligibility.** In order to use or access ShareGate, 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 Workleap 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 rights granted under this Agreement, the Customer shall not: (a) use ShareGate for any other use than for Internal Use or the use specified in Section 2.3.5; (b) provide ShareGate 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 ShareGate with any third party who is not a User; or (d) access or use ShareGate in order to build a competitive product or service; to build a product using similar ideas, features, functions or graphics of ShareGate ; or to copy any ideas, features, functions or graphics of ShareGate. In the event that it suspects any breach of the requirements of this Section 7.2, including without limitation by Users, Workleap may suspend the Customer's ShareGate Subscription, including the License and access to the Services if applicable, without advanced notice, in addition to such other remedies as Workleap may have. This Agreement does not require that Workleap take any action against the Customer or any User or other third party for violating this Section 7.2 or this Agreement, but Workleap 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 ShareGate, including without limitation by protecting its passwords and other log-in information.

- 7.4. **Unauthorized Use or Distribution.** Except in accordance with the License or with the rights described under Section 2.4 hereof, 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 ShareGate, or Confidential Information, nor authorize or attempt to do any of the foregoing, without the prior written consent of Workleap. Any tangible embodiments of ShareGate, including the Migration Tool, or of 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 Workleap and fully subject to the obligation of confidentiality set forth in Section 12 of this Agreement.
- 7.5. **Compliance with Laws.** In its use of ShareGate, the Customer shall comply with all applicable laws.
- 7.6. **Users & Access.** The Customer is responsible and liable for: (a) any User's use of ShareGate, 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 ShareGate through the Customer's account, whether authorized or unauthorized.

8. INDEMNIFICATION BY THE CUSTOMER

Customer must defend and hold Workleap harmless against any claim brought by a third party against Workleap arising from or related to use of ShareGate by the Customer or its Users in breach of this Agreement; provided (a) Workleap 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 Workleap without Workleap's prior written consent); and (c) Workleap 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 AND FEEDBACK

- 9.1. **Intellectual Property Rights.** Workleap warrants that it is the owner of ShareGate 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. **No Rights Granted.** Workleap retains all rights, title, and interest in and to ShareGate, and the content Customer accesses through ShareGate, other than Customer Data. This Agreement does not grant Customer any intellectual property rights in or to ShareGate, or in Workleap's logos and other trademarks, except for such rights expressly licensed to Customer hereunder.
- 9.3. **Indemnification for IP Claim.** Workleap will defend the Customer against any third-party claim, suit or proceeding arising out of or related to a claim that ShareGate, when used in accordance with this Agreement, infringes or violates any intellectual property right (an "**IP Claim**"). Workleap 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, Workleap, 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 ShareGate; (b) replace or modify ShareGate to render it non-infringing; or (c) terminate the infringing features of ShareGate 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 Workleap 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 Workleap, unless agreed otherwise by the Parties; and (iii) the Customer's cooperation, at Workleap's expense, in the defense of such claim. THIS SECTION STATES WORKLEAP'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 SHAREGATE. NOTWITHSTANDING THE ABOVE, WORKLEAP SHALL HAVE NO LIABILITY TO THE CUSTOMER IF THE INFRINGEMENT ALLEGED IN THE IP CLAIM RESULTS FROM USE OF SHAREGATE IN COMBINATION WITH HARDWARE OR SOFTWARE NOT PROVIDED BY WORKLEAP.

- 9.4. **Feedback.** Any feedback or suggestions sent by Customer or shared by Customer with Workleap to improve ShareGate may be implemented by Workleap. In such case, Customer grants Workleap an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free right to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer.

10. **WARRANTY DISCLAIMERS.**

- 10.1. **General Disclaimer.** SHAREGATE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL DEFECTS AND ERRORS, IF ANY. SHAREGATE IS SUBJECT TO CHANGE WITHOUT NOTICE. WORKLEAP 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 SHAREGATE. WORKLEAP ASSUMES NO LIABILITY FOR ANY SYSTEM ON WHICH SHAREGATE IS INSTALLED OR FOR ANY CONTENT MANIPULATED BY SHAREGATE.

10.2. **Warranty Disclaimers Applicable to the Services.**

- 10.2.1. **Disclaimer.** REGARDLESS OF ANY RECOMMENDATIONS MADE BY THE SERVICES, CUSTOMER REMAINS SOLELY RESPONSIBLE FOR TAKING OR NOT TAKING ACTIONS OR DECISIONS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AS WELL AS FOR THE CONSEQUENCES THEREOF. CUSTOMER'S USE OF AND RELIANCE UPON THE SERVICES IS AT CUSTOMER'S SOLE DISCRETION AND RISK.

WORKLEAP DOES NOT WARRANT THAT (A) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, DEFECT FREE, BUG FREE AND ERROR FREE; (B) THERE WILL NOT BE ANY HARM TO CUSTOMER COMPUTER SYSTEM, LOSS OF DATA, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION OR OTHER HARM THAT

RESULTS FROM CUSTOMER ACCESS TO OR USE OF THE SERVICES; (C) THERE WILL NOT BE ANY DELETION OF, OR FAILURE TO STORE OR TO TRANSMIT, ANY DATA THAT RESULTS FROM CUSTOMER ACCESS TO OR USE OF THE SERVICES. CUSTOMER IS RESPONSIBLE TO BACK UP ALL OF ITS DATA AND INFORMATION PRIOR TO, DURING AND AFTER USING THE SERVICES. CUSTOMER ASSUMES ALL COSTS ASSOCIATED WITH ITS USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY BACK-UP EXPENSE.

WHEN USING THE SERVICES, IT IS CUSTOMER'S SOLE RESPONSIBILITY TO ENSURE THAT THE CUSTOMER DATA USED WITH SHAREGATE CAN BE USED LAWFULLY IN SUCH MANNER. CUSTOMER UNDERSTANDS THAT THE SERVICES MAY NOT BE APPROPRIATE TO ARCHIVE OR OTHERWISE PROCESS CUSTOMER DATA, INCLUDING SENSITIVE DATA, HEALTH RELATED DATA AND MILITARY DATA. FURTHERMORE, TO PROVIDE THE SERVICES WORKLEAP REQUIRES FULL CONTROL WHEN USING CUSTOMER'S OWN STORAGE, AND THUS WORKLEAP RECOMMENDS CUSTOMER USE A DEDICATED STORAGE FOR USING THE SERVICES WITH CUSTOMER'S OWN STORAGE.

- 10.2.2. **Performance Disclaimer.** The speed of operations performed using the Services may vary depending on a variety of factors, including Customer's Internet connection. Workleap does not warrant that operations (including copies) performed using the Services will be faster than operations performed using the Migration Tool.
- 10.2.3. **Failure caused by Microsoft 365, Windows Azure Active Directory and Microsoft Graph.** Workleap relies on Microsoft 365, Windows Azure Active Directory and Microsoft Graph to perform the Services. Without limiting Section 10.2, Workleap is therefore not responsible if a failure to perform the Services is caused by a default of Microsoft 365, Windows Azure Active Directory or Microsoft Graph.
- 10.2.4. **Availability of the Services.** Customer acknowledges the technical limitations described in Section 2.4.5 hereof and accepts that the Services may be limited, inaccessible or unavailable because of such technical limitations. Workleap is not responsible if the Services are unavailable because of technical limitations described in Section 2.4.5 hereof and Customer is responsible for ensuring that there are no technical limitations preventing their intended use of the Services.

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 Agreement and any rights granted thereunder 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 Workleap, including ShareGate.

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 third-party 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) Workleap's third party service providers, who are subject to confidentiality duties or obligations to Workleap that are no less restrictive than under this Agreement, in connection with the providing of ShareGate. 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, DEATH, OR INTENTIONAL OR GROSS FAULT OF WORKLEAP, OR FOR THE INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT REFERRED TO IN SECTION 9 (INTELLECTUAL PROPERTY AND FEEDBACK), IN NO EVENT SHALL WORKLEAP'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. THE 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 WORKLEAP WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WORKLEAP HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE THE RIGHTS TO ACCESS AND USE SHAREGATE.

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

14. RELATION OF PARTIES

Nothing in this Agreement will create or imply an agency relationship between Workleap 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.** WORKLEAP 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 SHAREGATE CONTRADICT THE PRESENT AGREEMENT, THE PRESENT AGREEMENT WILL ALWAYS SUPERSEDE SUCH TERMS, UNLESS EXPLICITELY 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.** Workleap 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 Workleap at [REDACTED] 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 Workleap 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 ShareGate or the Services in violation of any Canadian law or regulation, or the laws or regulation of the jurisdiction in which ShareGate or the Services were procured. Without limiting the generality of the foregoing, the Customer shall not permit any third party to access or use ShareGate in, or export such products or services to, a country subject to an embargo by Canada, the United States of America or by the jurisdiction in which ShareGate or the Services were procured (each a "Restricted Country"). The Customer hereby represents that they are not located in a Restricted Country and that they shall not cause ShareGate or the Services to be used or accessed in a Restricted Country.

- 15.12. **Inappropriate Conduct.** The Customer, its Users and Workleap recognize the right of employees to work in an environment free from harassment, including sexual harassment and discrimination. The Parties shall not, and they shall ensure that their respective employees, agents and representatives shall not, engage in any conduct that creates an intimidating, hostile or offensive work environment.

Where an allegation of inappropriate conduct, harassment or discrimination is received in connection to this Agreement, the Parties agree to cooperate in order for the matter to be investigated on a priority basis.

A breach of this section shall be deemed a material breach of the Agreement.

16. MODIFICATION OF AGREEMENT

Workleap may amend this Agreement from time to time by posting an amended version on its website, on the ShareGate home page or in the installation process of the Migration Tool. If you have questions about the ShareGate End User License Maintenance and Support Agreement, please contact us at [REDACTED].

IN WITNESS WHEREOF, the undersigned have read, understood and executed the Agreement and agree to be bound by its provisions as of the Effective Date.

[REDACTED]
CUSTOMER LEGAL NAME: _____
[REDACTED]
NAME: _____
TITLE: _____
[REDACTED]
SIGNATURE: _____
DATE: _____

WORKLEAP PLATFORM INC.

NAME: _____
[REDACTED]
TITLE: _____
[REDACTED]
SIGNATURE: _____
DATE: _____