

CLAIMIT END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”), together with the ClaimIT Support Services Terms and Conditions, Terms of Service and related policies (the “Terms”), which Terms are hereby incorporated by reference into this EULA, govern your use of the App, the Service and any support services provided to you. If you have entered into a separate, signed agreement with ClaimIT governing your use of the Service, then “Terms” shall instead refer to that signed agreement and related policies. You may request a copy of this EULA by emailing us at info@claimitcorp.com.

BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE APP, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE EULA. IF YOU DO NOT AGREE, YOU MAY NOT USE THE APP.

Section 1. Definitions (a) Capitalized terms not otherwise defined in the Agreement will have the meanings given to them in this Section:

“**Content**” means all data, including all text, sound, video, or image files and software that are provided to ClaimIT by, or on behalf of, Customer and its Users through their use of the SaaS Service.

“**Customer**” means the entity that has entered into this Agreement with ClaimIT.

“**License**” means the rights granted by ClaimIT to Customer to copy, install, use, access, display, run and/or otherwise interact with the SaaS Service and/or Apps for Customer’s internal business purposes.

“**Apps**” means any mobile or web apps and other software provided to Customer related to the SaaS Service, including the ClaimIT iOS and Android apps.

“**SaaS Service**” means the ClaimIT change management Software-as-a-Service and Apps, including any updates, upgrades, support, and content contained or made available to Customer by ClaimIT in the course of using the SaaS Service. ClaimIT may change the SaaS Service at any time and for any reason without notice.

“**Service Fee**” means the amount that ClaimIT is entitled to invoice Customer for Customer’s use of the SaaS Service and is calculated in accordance to Appendix 2 of this Agreement.

“**Users**” means individuals within Customer’s organization or Affiliates and who have the right to use the SaaS Service, as dictated by the number of User Licenses purchased by Customer.

“**User Licenses**” refers to the end-user Licenses that Customer has purchased for the SaaS Service.

Section 2. License Grant (a) ClaimIT grants Customer a User License for each User for whom Customer has paid the required fees and whom Customer designates through the SaaS Service may access and use the SaaS Service. Customer may increase the number of User Licenses by placing a new order or, in some cases, directly through the SaaS Service. In all cases, Customer must pay the applicable fees for the increased number of User Licenses. (b) All User Licenses granted are subject to Customer’s obligation to pay and any rights and limitations described in this Agreement. (c) All User Licenses are non-exclusive, non-sublicenseable, non-perpetual, and are not transferable. (d) The ability to use the SaaS Service may be affected by the minimum system requirements of Users or other factors. (e) ClaimIT reserves all rights not expressly granted. (f) Apps Users need to install Apps to access and use the SaaS Service. Customer agrees to use reasonable efforts to make its employees, agents and other individuals who use the Apps aware that

it is licensed from ClaimIT and subject to the terms of this Agreement. (g) Only authorized Users with valid User Licenses may use and access the SaaS Service. Only Users who have administrator privileges may add additional authorized Users to the SaaS Service up to and including the total number of User Licenses purchased during the Subscription period. A User License cannot be shared or used by more than one individual authorized User and cannot be reassigned to a new User to replace a current authorized User who has terminated employment or otherwise changed job status or function and no longer uses the SaaS Service. However, a User who has administrator privileges may delete an authorized User from the SaaS Service and add a new authorized User to the SaaS Service to replace the former authorized User. (h) Customer shall not reverse engineer, decompile or disassemble the SaaS Service or Apps. Customer shall not rent, lease, lend, resell, or host to third parties the SaaS Service or Apps. (i) Certain features or functionality available in connection with the SaaS Service (collectively the “Optional Features”) may be subject to additional terms and conditions, such as maintenance subscriptions, Enterprise License subscriptions, Open License subscriptions, and such other offerings as ClaimIT may make available from time to time.

Section 3. SaaS Service Fee (a) ClaimIT will invoice Customer the SaaS Service Fee as per the terms and conditions in Appendix 2: Service Fee & Payment Schedule. (b) In cases where the Customers Subscription to the SaaS Service begins after the agreed upon billing period, ClaimIT will invoice Customer for that portion of the billing period on a pro rata basis. Should the Customer cancel their Subscription or decrease the number of User Licenses, the SaaS Service will be available for the remainder of the agreed upon billing period for the number of User Licenses that were invoiced at the beginning of the billing period in which the Subscription was canceled, or the number of User Licenses decreased. Pro rata refunds will not be issued.

Section 4. Taxes and Other Incidental Charges (a) The Service Fees do not include any taxes, phone and Internet access, mobile text messaging, wireless service and other data transmission charges, unless stated otherwise. Customer is responsible for all such taxes and incidental charges imposed on the SaaS Service (other than taxes imposed on ClaimIT’ income generally). (b) If any taxes are required by law to be withheld on payments made by Customer to ClaimIT, Customer may deduct such taxes from the amount owed to ClaimIT and pay them to the appropriate taxing authority, provided, however, that Customer shall promptly secure and deliver to ClaimIT an official receipt for any such taxes withheld or other documents necessary to enable ClaimIT to claim a Foreign Tax Credit. Customer will reasonably cooperate with ClaimIT to minimize any taxes withheld on the SaaS Service to the extent possible under applicable law.

Section 5. Refunds (a) All Service Fees are non-refundable unless expressly stated otherwise, or otherwise provided by law.

Section 6. Late Payments (a) Except to the extent prohibited by law, ClaimIT assess a late charge if Customer does not pay on time. Customer shall be required to pay a late charge if it does not pay ClaimIT on time, regardless of any disputes Customer may have raised about its bill. Customer must pay these late charges as and when billed by ClaimIT. The late charge shall be fixed at 8% per annum of the unpaid amount, calculated on a monthly basis. ClaimIT may use a third party to collect past due amounts. Customer must pay for all reasonable costs incurred by ClaimIT to collect any past due amounts. These costs may include reasonable attorneys’ fees, which shall be charged at a substantial indemnity rate, and other legal fees and costs. ClaimIT may suspend or cancel the SaaS Service if Customer does not pay in full and on time.

Section 7. Terms and Termination (a) This Agreement shall be effective as of the Effective Date and continue until terminated as provided herein. (b) ClaimIT may cancel or suspend Customer's use of the SaaS Service or a portion thereof at any time if Customer violates the terms of Agreement, if ClaimIT reasonably believes that Customer's use of the SaaS Service represents a direct or indirect threat to its network function or integrity, or if ClaimIT is otherwise required by law to do so. Upon notification by ClaimIT of any such cancellation or suspension, Customer's right to use the SaaS Service will stop immediately. Cancellation or suspension of the SaaS Service for Customer's violation of the terms of this Agreement will not change Customer's obligation to pay any Service Fee due for the applicable Term. ClaimIT may also cancel or suspend Customer's use of the SaaS Service for convenience at any time during the Term. Cancellation or suspension for convenience will only be effective upon a 2-month written notification by ClaimIT. (c) Customer may terminate the SaaS Service at any time during the term of this Agreement with a 60-day written notice. (e) Upon termination or cancellation of the SaaS Service by either party for any reason, ClaimIT may delete Customer's Content permanently from its servers. Notwithstanding the foregoing, ClaimIT will keep Customer's Content for a period of at least 90 days before it is deleted from ClaimIT's servers. Customer is solely responsible for taking the necessary steps to back up its Content and ensure that it maintains its primary means of business. (f) To the extent necessary to implement the termination of this Agreement, each party waives any right and obligation under any applicable law or regulation to request or obtain intervention of the courts to terminate this Agreement. (g) Customer acknowledges that, other than as expressly described in these terms, ClaimIT will have no obligation to continue to hold, export or return Customer's Content. Customer acknowledges that ClaimIT will have no liability whatsoever for deletion of Content pursuant to these terms.

Section 8. User Rights and Limitations (a) In using the SaaS Service, the Customer will: (i) comply with all laws; (ii) comply with any codes of conduct or other notices provided by ClaimIT; (iii) keep its passwords secret, and (iv) promptly notify ClaimIT if it learns of a security breach or unauthorized access related to the SaaS Service. (b) Customer may not: (i) knowingly use the SaaS Service in any way that harms ClaimIT, its Affiliates, its contractors, or other customers of the SaaS Service; (ii) engage in, facilitate, or further unlawful conduct; (iii) damage, disable, overburden or impair the SaaS Service (or the networks connected to the SaaS Service) or interfere with anyone's use of the SaaS Service; (iv) resell or redistribute the SaaS Service, or any part of the SaaS Service; (v) use any portion of the SaaS Service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages ("spam"); (vi) use any unauthorized automated process or service to access and/or use the SaaS Service (such as a BOT, a spider, periodic caching of information stored by ClaimIT or "meta-searching"); (vii) use any unauthorized means to modify or reroute, or attempt to modify or reroute, the SaaS Service or work around any of the technical limitations in the SaaS Service; (viii) modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the SaaS Service or in any technology, or system used by ClaimIT in connection with providing the SaaS Service, except and only to the extent that applicable law expressly permits Customer to do so despite this limitation; (ix) create Internet "links" to the SaaS Service or "frame" or "mirror" any content of the SaaS Service to give the impression that Customer is offering all of the functionality of the SaaS Service as its service located on its own servers; (x) build a product or service using similar ideas, features, functions or graphics of the SaaS Service; and (xi) copy any ideas, features, functions or graphics of the SaaS Service. (c) ClaimIT may establish limits on the SaaS Service. For example, it may limit the number of days the SaaS Service will retain any content that ClaimIT, Customer or its Users provide, the number and size of email messages that Customer may send or receive through the SaaS Service, the maximum storage space on ClaimIT's servers available to Customer, and the number of transactions Customer can conduct through the SaaS Service.

Section 9. Customer Content (a) The SaaS Service may contain links to third-party websites. These third-party websites are not under ClaimIT's control. If ClaimIT has included these links in the SaaS Service, it provides them as a convenience only. The inclusion of these links is not an endorsement by ClaimIT of any third-party website, service or product. ClaimIT reserves the right to disable links to any third-party website that Customer posts on the SaaS Service. (b) Regular backups of Content are performed for the purpose of recovery in the event of a failure in the data centers that hold Customer's Content. However, notwithstanding the foregoing, Customer is solely responsible for maintaining and backing up any Content that it uses with the SaaS Service. Customer, not ClaimIT, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. ClaimIT shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that Customer uses with the SaaS Service.

Section 10. Pre-Release Service (a) If the version of the SaaS Service that is Licensed to Customer is a pre-release or early access version, including its user interface, features and documentation ("Beta Version"), then it may not work the way a final version of the feature or SaaS Service will. ClaimIT reserves the right to not release a commercial version of, or to change, any Beta Version of the SaaS Service at any time without notice to Customer. Any such Beta Version is confidential and proprietary to ClaimIT. For five years after Customer subscribes to the Beta Version of the SaaS Service or the subsequent commercial version of the SaaS Service, whichever is first, Customer agrees not to disclose any Beta Version to third parties or to use any Beta Version other than for its internal purposes in connection with Customer's use of the SaaS Service. Customer's duty to protect the confidentiality of any Beta Version survives this Agreement. (b) Pre-release services are provided "as-is," "with all faults" and "as available." Customer bears the risk of using pre-release services. To the maximum extent permitted by law, ClaimIT gives no express warranties, guarantees or conditions. Customer may have additional rights under local laws that this Agreement cannot change. To the extent permitted by law, ClaimIT excludes any implied warranties or conditions including those of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement and satisfactory quality.

Section 11. Confidentiality (a) For purposes of this Agreement, "Confidential Information" shall mean any information and data of a confidential nature, whether oral or written, including but not limited to proprietary, technical, developmental, marketing, sales, operating, planning, performance, cost, pricing, business process, employee, customer or supplier information, as well as business practices, business relationships, marketing plans, products, systems, discoveries, designs, ideas, concepts, inventions, technical know-how, software, program flowcharts, file layouts and source codes. In addition, the terms and conditions of this Agreement and all record-bearing media containing or disclosing any of the foregoing that is disclosed pursuant to this Agreement shall be "Confidential Information." (b) Except as otherwise set forth in this Agreement, each party agrees that all Confidential Information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to

whatever other remedies it might have at law. For the avoidance of doubt, this Section shall not operate as a separate warranty with respect to the operation of the SaaS Service.

Section 12. Warranties (a) ClaimIT warrants that the SaaS Service and Apps will conform substantially to the description of them contained in the applicable ClaimIT marketing documentation. This limited warranty is subject to the following limitations: (i) this limited warranty applies only during the Term, including any renewals ("Warranty Period"); (ii) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period; (iii) this limited warranty does not cover problems caused by accident, abuse or use of the SaaS Service in a manner inconsistent with this Agreement, or resulting from events beyond ClaimIT's reasonable control; (iv) this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and (v) this limited warranty does not apply to downtime or other interruption in access to the SaaS Service. (b) Other than this limited warranty or as otherwise expressly set forth herein, ClaimIT provides no other express or implied warranties. ClaimIT disclaims any implied representation, warranties or conditions, including warranties of merchant ability, fitness for a particular purpose, satisfactory quality, title or non-infringement. These disclaimers will apply unless otherwise required by applicable law.

Section 13. Indemnity (a) Customer agrees that they will be responsible for the use of the SaaS Service, and it will agree to defend, indemnify, and hold harmless ClaimIT and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the "ClaimIT Entities") from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with (i) the Customers access to, use or misuse of, or alleged use or misuse of the SaaS Service; (ii) Customers violation of these Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) Customers violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; (iv) Customers user content, or (v) any disputes or issues between Customer and any third party. ClaimIT reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer (and without limiting Customers indemnification obligations with respect to such matter), and in such case, Customer agrees to cooperate with ClaimIT's defense of such claim.

Section 14. Limitation of Liability (a) Except as otherwise provided in this Section, to the extent permitted by applicable law, the liability of ClaimIT and of ClaimIT's contractors to Customer arising under this Agreement is limited to direct damages up to the amount Customer paid ClaimIT for SaaS Service and/or Apps giving rise to that liability during the (1) Term or (2) six months prior to the filing of the claim, whichever is less. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. (b) To the extent permitted by applicable law, whatever the legal basis for the claim, neither party, nor any of its Affiliates or suppliers, will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruptions, or loss of business information) arising in connection with this Agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. However, this exclusion does not apply to either party's liability to the other for violation of its confidentiality obligation or of the other party's intellectual property rights.

Section 15. Miscellaneous (a) This Agreement is governed by the laws of the Province of Ontario, Canada. SaaS Service is protected by copyright and other intellectual property rights laws and international treaties.

(b) Customer is free to enter into agreements to license, use or promote non-ClaimIT software or services. (c) This Agreement constitutes the entire agreement concerning the subject matter and supersedes any prior or contemporaneous communications. (d) Neither party will be liable for any failure in performance due to causes beyond either party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of SaaS Service). This Section will not, however, apply to Customer's payment obligations under this Agreement. (e) Digital Certificates and Signatures - The SaaS service and Apps allows the Customer to use digital signatures. The Customer agrees to hold ClaimIT harmless from any and all liabilities, losses, actions, damages, or claims arising out of or relating to the use of, or the reliance on, any digital signatures or service of a certificate authority.

Section 16. Updates (a) ClaimIT may, at its sole discretion, make bug fixes, patches and/or service packs available to address certain issues that may not be working as intended (each an "Update"). Updates are made available free of charge and are subject to all of the terms and conditions of this Agreement.

Section 17. Upgrades (a) ClaimIT may, in its sole discretion, offer new versions of the portions of the SaaS Service licensed under this Agreement that replace the prior version in its entirety and offer significant changes and improvements over the prior version (each an "Upgrade"). Such Upgrades are made available free of charge and are subject to all the terms and conditions of this Agreement.

If you have any questions about this EULA, please contact us:

info@claimitcorp.com

OR

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- **END OF SECTION** -