

Software License Terms and Conditions

License Terms and Conditions (the “**License Agreement**”) are entered into between the parties listed, and as of the Effective Date stated on the quote, referencing agreement, or other ordering document that has been executed by the parties and references this License Agreement (the “**Referencing Agreement**”). This License Agreement and the Referencing Agreement and all addenda, attachments and other terms that are incorporated by reference within this License Agreement are collectively referred to herein as the “**Agreement**”. For clarity, “**Customer**” is the specific entity listed on the Referencing Agreement and does not include its parents, subsidiaries, or any other affiliated entities (unless specifically listed in the Referencing Agreement). This License Agreement sets forth the terms and conditions under which Customer may: (i) use Service Provider’s proprietary Software that is specifically licensed to Customer pursuant to the Referencing Agreement; and (ii) use the user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the licensing of such Software (the “**Documentation**”). There shall be no force or effect to any different terms of any related purchase order or similar Customer generated form even if signed by the parties after the date hereof. Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the Referencing Agreement or Services and Support Terms. For purposes of this License Agreement, the term “**Software**” means the software specifically listed in the applicable Referencing Agreement, the associated Documentation, and any Updates, as defined in the Services and Support Addendum set forth at <https://www.cogep.com/support-plans-terms-and-conditions/> and for French - <https://www.cogep.com/fr/termes-et-conditions-applicables-aux-plans-de-support/> and incorporated herein by reference (the “**Services and Support Terms**”). All addenda and other terms (including hyperlinks) that are specifically referenced in this License Agreement are deemed to be incorporated by reference and made a part of this License Agreement.

Customer acknowledges and agrees that it is not relying on any agreement, representation, statement, or warranty (whether or not in writing) made or given prior to the “**Term Start Date**” (as identified on the Referencing Agreement), except as expressly provided herein with respect to the Software provided hereunder or any support services under the applicable Referencing Agreement which shall be subject to the Services and Support Terms.

By signing/ agreeing to a Referencing Agreement, each party acknowledges that it has read, understands, and agrees to the terms of this License Agreement.

1. LICENSE GRANT AND RIGHT OF USE

- 1.1. **Subscription Grant.** Any Software licensed hereunder shall be licensed pursuant to a separate Referencing Agreement. As specifically stated in the Referencing Agreement, each such license shall be a fixed term,

worldwide, nonexclusive, royalty-free (for the Subscription Term, upon full payment of Fees), and nontransferable license to use only the object code version of the Software, solely to perform those functions defined in the Documentation, and subject to all limitations and restrictions contained herein and in the

Referencing Agreement ("**Use**"). Web access for permitted third parties' Use will be defined in the applicable Referencing Agreement if such access is to be permitted under this License Agreement. The Software may only be Used on the hardware and software components, including client machines, servers, and internetworking devices within Customer's internal computer network at Customer's location. All rights and licenses granted hereunder to Use the Software shall terminate immediately, without notice, upon expiration or termination of the Subscription Term (as defined in the Referencing Agreement). Software may contain certain third-party components created and owned or licensed by third parties ("**Third-Party Components**") and/or Software may contain or be accompanied by certain third-party products owned or licensed by a third party subject to a separate license agreement between Customer and such third party ("**Third-Party Products**"). CONSEQUENTLY, THIRD-PARTY PRODUCTS AND/OR THIRD-PARTY COMPONENTS, INCLUDING WITHOUT LIMITATION THIRD-PARTY ARTIFICIAL INTELLIGENCE APPLICATIONS, PROVIDED BY SERVICE PROVIDER WITH THE SOFTWARE ARE ON AN "AS IS" BASIS WITHOUT WARRANTY FROM SERVICE PROVIDER OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS AND/OR THIRD-PARTY COMPONENTS, EXPRESS OR IMPLIED, AND ASSUMES NO

LIABILITY WITH RESPECT TO THE THIRD-PARTY PRODUCTS AND/OR THIRD-PARTY COMPONENTS. These Third-Party Products or Third-Party Components, if any, may be identified in, and subject to, special license terms and conditions set forth in the "notices.txt" file accompanying the Software ("**Special Notices**"). The Special Notices include important licensing and warranty information and disclaimers. In the event of a conflict between the Special Notices and the other portions of the Agreement, the Special Notices will take precedence, but solely with respect to the Third-Party Products or Third-Party Components to which the Special Notice relates.

- 1.2. **License Type.** Service Provider uses various pricing and scope-of-use models in selling licenses to the Software (e.g., per site) (each a "**License Model**"). The License Model for the Software is set forth in the Referencing Agreement and described in the Licensing Addendum at <https://www.cogep.com/license-categories-descriptions/> and for French - <https://www.cogep.com/fr/categories-de-licences-descriptions/> and are incorporated herein by reference.
- 1.3. **Authorized Users.** Unless otherwise specifically provided in the Referencing Agreement, "**Authorized Users**" are defined as:
 - 1.3.1. employees of Customer Using the Software, solely on behalf of Customer; and

1.3.2. third-party individuals that are Using the Software, solely: (a) on behalf of Customer, or (b) are authorized by Customer; and (c) who do not compete with Service Provider (collectively, “**Third-Party Users**”). Third-Party Users may Use the Software only subject to Section 6. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software unless they meet the definition of Third-Party Users. For clarity, Third-Party Users are licensed to access the Software provided hereunder or any applicable support services solely as agents of Customer solely for Customer’s own internal Use of the Software. Third-Party Users have no right or license to make use of the Software for the Third-Party User’s benefit or internal purposes.

1.4. Authorized Use. Authorized Users may Use the Software in the operating software environment specified in the applicable Referencing Agreement. Customer is fully liable for the acts and omissions of Authorized Users under the Agreement. Authorized Users shall not access or use the Software: (i) to process, or permit to be processed, the data of any other party; or (ii) for service bureau or commercial time-sharing use.

1.5. Additional Restrictions. In no event shall Customer disassemble, decompile, or reverse engineer the Software or Confidential Information (as defined in Section 6) or permit others to do so. Disassembling, decompiling and reverse engineering include, without limitation: (i) converting the Software from a machine-

readable form into a human-readable form; (ii) disassembling or decompiling the Software by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Software’s operation and creating the original source code or any approximation thereof by, for example, studying the Software’s behavior in response to a variety of inputs; or (iv) performing any other activity related to the Software that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of this License Agreement. Customer may use Service Provider’s Confidential Information solely in connection with the Software and pursuant to the terms of this License Agreement. Furthermore, Customer is restricted from modifying data within the Software through scripts, SSMS, or other tools that have not been licensed directly from Service Providers.

2. PAYMENT

2.1. Fees. Service Provider may choose to bill through an invoice, in which case, full payment for invoices, and all license fees, other fees and charges due thereunder by Customer, issued in any given month must be received by Service Provider thirty (30) days after the mailing date of the invoice. For subscription licenses under this License Agreement, the Fees for the Software during the Subscription Term are billed in advance. Customer shall pay Service Provider the then-applicable fees described in the Referencing Agreement for the Software in accordance with the terms therein (the "**Fees**"). If Customer's Use of the Software exceeds the permitted scope of the License Model or otherwise requires the payment of additional fees (per the terms of the Referencing Agreement), Customer will be billed at then-current rates for such usage, and Customer agrees to immediately pay the additional fees in the manner provided herein. Unless otherwise expressly stated in the Referencing Agreement, Service Provider reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of each Subscription Term. The Fees for any Renewal Term shall be as set forth in Section 10.1.

2.2. Payment Due Date. Notwithstanding any provision to the contrary, any and all payments required to be made hereunder shall be timely made, and no payments to Service Provider will

be withheld, delayed, reduced or refunded if Service Provider's inability to meet any schedule or delivery requirements is caused by Customer's failure to provide certain of its facilities, computer resources, software programs, project management activities, personnel, and business information as are required to perform any of Service Provider's obligations hereunder. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply.

2.3. Late Payment. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less.

2.4. Invoice Dispute Resolution. If Customer believes that Service Provider has billed Customer incorrectly, Customer must contact Service Provider no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared, in order to be eligible to receive an adjustment or credit. Inquiries should be directed to Service Provider's customer support department. Nothing in this section waives any rights that Service Provider has under the law or equity to enforce its rights to the full extent of the law if Customer violates the scope of the licenses granted herein.

2.5. Taxes. Fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property or other taxes or levies including Quebec-specific sales tax (QST) which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Service Provider with a valid tax exemption certificate. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by Customer hereunder, then the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, Customer shall promptly effect payment thereof to the applicable tax authorities.

Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

3. DELIVERY/VERIFICATION

3.1. Delivery. Unless otherwise specifically provided in the Referencing Agreement, Service Provider shall deliver to Customer one master copy of the licensed Software (each a "**Master Copy**") solely for the purpose of allowing Customer to make one copy of the Master Copy for Use by each Authorized User. Customer's right to reproduce the Master Copy is limited to the Customer's address on the applicable Referencing Agreement. Customer assumes all responsibility for the quality of the copies made by Customer. For purposes of this License Agreement, delivery will be deemed complete when Service Provider physically delivers, or causes a third-party to deliver, a Master Copy to Customer, or makes the Master Copy available to Customer for downloading from Service Provider's File Transfer Protocol ("**FTP**") site and has provided Customer with the appropriate authorization to access the FTP site. Service Provider will provide Customer with a license key that is required to activate and use the Software. The license key will be provided via email or other like methods at Service Provider's discretion. The license key is used to ensure that the Software operates in accordance with the license granted to the Customer in this License Agreement. As such, the

Software may contain time-out devices, counter devices, or other similar devices intended to prevent the Software from being used beyond the bounds of the license. Customer consents to such activity and agrees not to disable, attempt to disable, or tamper with the license key system or any other such license enforcement technology.

3.2. Archival and Backup Copies. Subject to the restrictions set forth herein, Customer may make a reasonable number of copies of the Master Copy solely for archival purposes and backup use in accordance with Customer's standard backup processes in emergency situations.

3.3. Marking. Customer shall not delete any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership and confidential markings on all copies of the Software and any other Service Provider materials provided to Customer, in the content and format contained on the Master Copy and such Service Provider materials. Customer shall pay all duplication and distribution costs incurred by Customer in making copies of the Software and shall also pay all custom duties and fees, if applicable. Subject only to the license granted herein, all copies of the Software and any other Service Provider materials provided to Customer are the property of Service Provider or its third-party licensors from whom Service Provider has obtained marketing rights.

3.4. Records. Customer shall keep and maintain complete and accurate records of each copy of the Software

including any and all pertinent usage information. Customer shall, upon Service Provider's request, provide reports to Service Provider specifying the cumulative total of copies, and all other reasonably pertinent usage information. All reports are to be delivered to Service Provider within thirty (30) days of such request.

3.5. Verification. During the Subscription Term of this License Agreement and for a period of two (2) years following any termination or expiration of the Agreement, Customer shall maintain written records related to the Use of the Software by Customer, as reasonably necessary to verify compliance with the licensing and usage terms of the Agreement. Such records will be kept in accordance with Customer's records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than twenty (20) business days, Service Provider may (or may engage a third-party which will be subject to a confidentiality obligation), to verify compliance ("Verification"). Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted to Customer in the Agreement. If Verification or self-audit reveals unlicensed use of the Software, Customer agrees to compensate Service Provider for such usage as set forth in [Section 2.1](#). All costs of the Verification will be borne by Service Provider, unless unlicensed usage of five percent (5%) or more is found

("Material Unlicensed Usage"). If Material Unlicensed Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance review only to enforce Service Provider's rights and to determine Customer's compliance with the terms of the licenses granted in the Agreement. By invoking the rights and procedures described in this [Section 3.5](#), Service Provider does not waive its rights to enforce other terms of the Agreement, including, but not limited to, any intellectual property rights by other means as permitted by law.

4. AFFILIATES AND THIRD PARTIES

At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "**Service Provider Affiliates**") may perform certain tasks related to Service Provider's obligations and rights under the Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service

Provider Affiliates' compliance with the applicable terms and conditions of the Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "**Subcontractors**") in the performance of its obligations hereunder and, for purposes of the Agreement, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

5. OWNERSHIP

By signing the applicable Referencing Agreement, Customer irrevocably acknowledges that, subject to the licenses granted herein, Customer has no ownership interest in the Software or Service Provider materials provided to Customer. Service Provider owns all right, title, and interest in such Software or Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.

6. CONFIDENTIALITY

6.1 Definition. All information which is defined as Confidential Information hereunder in tangible form will be

marked as "Confidential" or the like or, if intangible (e.g., visually or orally disclosed), will be designated as being "Confidential" at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. **"Confidential Information"** may include all technical, product, business, financial, pricing, and other information regarding the business and software programs of either party, its customers, employees, investors, contractors, vendors and suppliers, including, but not limited to, programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods. Without limiting the generality of the foregoing, Confidential Information includes all information and materials disclosed orally or in any other form, regarding Service Provider's software products or software product development, including, but not limited to, the configuration techniques, data classification techniques, user interface, applications programming interfaces, data modeling and management techniques, data structures, and other information of or relating to Service Provider's software products or derived from testing or other use thereof. Confidential Information includes all such Confidential Information that may have been disclosed by either party to the other party, before or after the first Referencing Agreement's Term Start Date. Confidential Information includes information generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that

contains, reflects, or is derived from such information. For clarity, the term 'Confidential Information' does not include any personally identifiable information. For the purpose of this entire Section 6, the term 'Service Provider' includes all its Service Provider Affiliates. Notwithstanding anything to the contrary, there shall be no expiration or termination to the obligation of confidentiality owed by the receiving party hereunder, as to any trade secret shared by the disclosing party.

- 6.2. Confidentiality of Software.** The following is deemed Service Provider Confidential Information with or without marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; (ii) the oral and visual information relating to the Software and provided in Service Provider's training classes; (iii) Service Provider's representation methods of modeled data; and (iv) Service Provider's proprietary strategic or operational technological methodologies, pricing, or solutions for managing the Software, and/ or for increasing efficiencies or for identifying or implementing cost reduction opportunities in cloud environments.
- 6.3. Exceptions.** Without granting any right or license, the obligations of the parties hereunder shall not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; (iii) is rightfully obtained from a third-party without any obligation of

confidentiality to the receiving party; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the party whose Confidential Information is to be disclosed so that such party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

6.4. Ownership of Confidential Information. Nothing in the Agreement will be construed to convey any title or ownership rights to the Software or other Service Provider Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in Service Provider Confidential Information to the Customer. Nothing in the Agreement will be construed to convey any title or ownership rights to Customer's Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest in the Customer Confidential Information to Service Provider. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third-party and shall not copy, reproduce, or distribute the Confidential Information except as expressly permitted in this License Agreement.

6.5. Non-Disclosure. Each party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party, including but not limited to, preventing theft, disclosure, and unauthorized copying, reproduction, or distribution of Confidential Information. Each party agrees to restrict access to the other party's Confidential Information only to those employees, who: (i) require access in the course of their assigned duties and responsibilities and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section 6. Notwithstanding anything contained hereunder and subject to the confidentiality obligations set forth under this Section 6, all references to Service Provider or its employees under this Section 6 will be deemed to include such employees of Service Provider Affiliates and Subcontractors and Service Provider will ensure that its Subcontractors abide by the applicable terms of the License Agreement.

6.6. Aggregated Data.

(a) **General Data Collection and Use Rights.** Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Software and/or support services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the Subscription Term hereof) to: (i) use

such information and data to improve and enhance the Software and/or support services and for other development, diagnostic and corrective purposes in connection with the Software and/or support services and other Service Provider offerings, including for the development, training, testing, and improvement of artificial intelligence and machine learning models and algorithms; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

(b) **Telemetry and Analytics.** Service Provider may implement telemetry and analytics functionality within the Software that periodically and automatically transmits usage data, performance metrics, system information, and similar technical data to Service Provider's servers ("Analytics Data"). This transmission occurs at intervals determined by Service Provider and does not require affirmative action by Customer. Analytics Data may include, without limitation: (i) feature utilization patterns; (ii) error logs and diagnostic information; (iii) system performance metrics; (iv) license activation and compliance data; (v) configuration and deployment environment details; (vi) Software version and update status; and (vii) aggregated statistics regarding Customer's use of the Software. Customer consents to the automated collection and transmission of Analytics Data. Analytics Data shall be subject to all rights, uses, and protections set forth in this Section 6.6. Service Provider reserves the right to disable or limit functionality of the Software if the telemetry and analytics transmission capability is blocked, disabled, or

tampered with by Customer, except where such transmission is prohibited by applicable law. Customer agrees not to block, interfere with, or attempt to disable the telemetry and analytics functionality, and acknowledges that doing so may impact Service Provider's ability to provide support services and Updates.

(c) **De-Identification of Personal Data.** To the extent Customer Data or Analytics Data contains or could reasonably be used to identify individual persons, Service Provider shall de-identify such data prior to use for artificial intelligence training purposes by removing direct identifiers and applying aggregation or generalization techniques designed to prevent identification of specific individuals.

(d) **Definition of Customer Data.** The term "Customer Data" as used herein shall mean non-public data provided by Customer to Service Provider to enable the provision of the obligations of Service Provider set forth in the Agreement. Customer Data does not include aggregated data, de-identified data, Analytics Data, or any data, analysis, insights, models, or derivative works created by Service Provider from processing Customer Data, provided such aggregated or de-identified data cannot reasonably be used to identify Customer or any individual person.

6.7. Injunctive Relief. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to seek, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive

relief in the event the other party does not fulfill its obligations under this Section 6.

6.8. Suggestions on Improvements to Software. Notwithstanding this Section 6, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in this License Agreement or the applicable Referencing Agreement will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of any services hereunder.

6.9. Return of Confidential Information. Upon the written request of disclosing party, receiving party shall return or destroy (and certify such destruction in a signed document) all Confidential Information of disclosing party, including all copies thereof and materials incorporating such Confidential Information, whether in physical or electronic form. Each party may retain a copy of the other party's Confidential Information solely for archival purposes. To the extent that it is impracticable to return or destroy any Confidential Information, and with respect to any copies retained for archival purposes, receiving party shall continue to maintain the Confidential Information in accordance with this License Agreement. The confidentiality obligations set forth in this License Agreement will survive

the termination of this License Agreement and remain in full force and effect until such Confidential Information, through no act or omission of receiving party, ceases to be Confidential Information as defined hereunder.

7. WARRANTY

7.1. Software Warranty. Service Provider warrants that all services performed under the Agreement, including resolution of Software Issues (as defined in the Support Services Terms), shall be performed in a good and workmanlike manner. Any errors, defects, or non-conformities in the Software shall be addressed exclusively pursuant to the Support Services Terms at the Support Level purchased by Customer.

7.2. Authorized Representative. Customer and Service Provider warrant that each has the right to enter into this License Agreement and that the Agreement and all Referencing Agreements executed hereunder will be executed by an authorized representative of each entity.

7.3. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPORT SERVICES, SOFTWARE, DOCUMENTATION, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA AND MATERIALS PROVIDED BY SERVICE PROVIDER TO CUSTOMER, INCLUDING WITHOUT LIMITATION THIRD-PARTY ARTIFICIAL INTELLIGENCE APPLICATIONS, ARE

PROVIDED "AS IS", "WHERE IS", AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE STATED IN THIS LICENSE AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, TECHNOLOGY, SOFTWARE, DATA, CONFIDENTIAL INFORMATION, OR OTHER MATERIALS.

7.4. No Modifications. Notwithstanding anything to the contrary in this [Section 7](#), any and all warranties under the Agreement are void if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

8. INFRINGEMENT INDEMNITY

Service Provider shall hold Customer harmless from liability to third parties resulting from infringement by the Software of any United States patent or any copyright or misappropriation of any trade secret, provided Service Provider is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Service Provider will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or

components of the Software: (i) which has been modified by parties other than Service Provider; (ii) not supplied by Service Provider; (iii) made in whole or in part in accordance with Customer specifications; (iv) Customer's Use of the Software in conjunction with data where Use with such data gave rise to the infringement claim; (v) that are modified after delivery by Service Provider; (vi) combined with other products, equipment, processes or materials where the alleged infringement relates to such combination; (vii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (viii) where Customer's use of the Software is not strictly in accordance with the Agreement. If, due to a claim of infringement, the support services or Software are held by a court of competent jurisdiction to be, or are believed by Service Provider to be infringing, Service Provider may, at its option and expense: (a) replace or modify the Software to be non-infringing provided that such modification or replacement contains substantially similar features and functionality; (b) obtain for Customer a license to continue using the Software; or (c) if neither of the foregoing is commercially practicable, terminate the Agreement and Customer's rights hereunder and provide Customer upon Customer's return of the Software pursuant to [Section 10.4](#) below, as Customer's sole remedy and Service Provider's sole liability for such termination, a refund of any prepaid, unused Fees for the Software calculated as of the effective date of the termination. Service Provider's

obligations as set forth in this Section 8 are subject to the Customer providing full cooperation in good faith in the defense of any such claim. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE SOFTWARE.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR INFRINGEMENT INDEMNITY AS SET FORTH IN SECTION 8 OR PERSONAL INJURY OR DEATH CAUSED BY SERVICE PROVIDER PERSONNEL WHILE, IF EVER, ON CUSTOMER'S SITE, SERVICE PROVIDER AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ATTORNEY'S FEES, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SERVICE PROVIDER'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS

ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE SUPPORT SERVICES UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION 9, SERVICE PROVIDER'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMISSIBLE.

10. TERM, RENEWAL, AND TERMINATION

10.1. Term and Renewal. Subject to any earlier termination as expressly provided below, the Agreement is for the Initial Subscription Term as specified in the Referencing Agreement and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Term (each a "**Renewal Term**"), unless either party requests termination at least ninety (90) days prior to the end of the then-current Subscription Term (defined below). The Initial Subscription Term, and each Renewal Term(s) thereafter, are respectively referred to as the "**Subscription Term**". The annual Fees for any Renewal Term shall be the Service Provider's then current subscription price for the applicable Software and support services as priced at the time of renewal (the "**Renewal Price**"). Service Provider is under no obligation to provide Customer with notification of subscription price increases. Service Provider will notify the Renewal Price

for the next Subscription Term, to the Customer, via email at least thirty (30) days prior to expiry of the then-current Subscription Term. Customer may process a non-renewal request by sending notice to administration@cogep.com, or by such other method as instructed by Service Provider from time to time in writing. The parties agree that any negotiation of the Fees or terms and conditions for the Renewal Term (as defined herein) shall not modify the automatic renewal provision contained in this License Agreement. Any modification or termination of the renewal provisions of this License Agreement shall require a written agreement between the parties. CUSTOMER ACKNOWLEDGES THAT UNTIMELY NOTICE OF TERMINATION, OR TERMINATION NOTICES SENT TO THE INCORRECT EMAIL ADDRESS SHALL NOT BE EFFECTIVE FOR THE TERMINATION OF THIS LICENSE AGREEMENT.

10.2. Termination for Breach. In addition to any other remedies it may have, either party may also terminate this License Agreement upon thirty (30) days' written notice (or without notice in the case of non-payment), if the other party materially breaches any of the terms or conditions of this License Agreement and such breach is not cured within such thirty (30) day period.

10.3. Fees and Customer Data. Customer is responsible for all outstanding Fees due at the time of termination. Upon any termination, Service Provider shall make all Customer Data available to Customer for electronic retrieval (in such format as it ordinarily uses for all its other customers) for a period of thirty (30)

days, but thereafter Service Provider may, but is not obligated to, delete stored Customer Data. Further, as Customer off-boarding is not a material function of the Software and associated support services, Service Provider is not responsible for any inability of Customer to retrieve any Customer Data from the system before deletion. All sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

10.4. Fees and Return of Materials. Upon expiration of the Subscription Term set forth in the Referencing Agreement or upon termination of this License Agreement or any license hereunder, Customer's rights to the affected Software, Service Provider Confidential Information, and other Service Provider materials (collectively "**Materials**") will cease. Customer shall immediately stop using such Materials and shall return such Materials to Service Provider or destroy all copies thereof (except for the copies retained for archival purposes as described in [Section 6.9](#)). In addition, Customer shall provide Service Provider with written certification signed by an officer of Customer, that all copies of the Materials have been returned or destroyed and that no copies have been retained by Customer. Following termination, any use of the Materials by Customer will be an infringement and/or misappropriation of Service Provider's proprietary rights in the Materials. Upon termination of the Agreement by Customer, Service Provider will have no further obligation or liability hereunder and all fees due under the Agreement will

become due and payable to Service Provider immediately upon such termination.

10.5. Other Remedies. Termination of the Agreement or any license created hereunder will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under this License Agreement including, but not limited to, any Referencing Agreement. Except as set out in this License Agreement, the Customer shall have no right to terminate the Agreement either in whole or in part, including by reducing the licensed units of Software.

11. CUSTOMER'S FACILITIES

11.1 Access and Cooperation. To the extent required by Service Provider, Customer will, upon request, promptly make available to Service Provider certain of its facilities, computer resources, software programs, networks, personnel, and business information as are required to perform any obligation hereunder. Service Provider agrees to comply Service Provider has been made aware of such rules and regulations in writing.

11.2 System Maintenance and Security. Customer shall ensure that all environments in which the Software is deployed, including operating systems and antivirus solutions, are kept current with industry-standard updates and patches. Customer shall also maintain reasonable monitoring of such environments to ensure acceptable levels of performance and security. Customer shall implement and maintain industry-standard endpoint

protection, network security, and access controls to prevent transmission of malicious code or unauthorized access to Service Provider's systems through any connection, file transfer, remote session, API call, data upload, or other interaction between Customer's environment and Service Provider's systems.

11.3 Data Backups and Malware Scanning.

Customer must implement and maintain regular data backups as part of its contingency and disaster recovery planning. Such backups must be retained in accordance with industry best practices, and periodically reviewed and tested to ensure their integrity and functionality. Customer shall ensure that all data, files, and content transmitted to Service Provider (whether through the Software, support portals, file uploads, email attachments, remote sessions, API calls, or any other means) are scanned for malware and viruses prior to transmission and are free from malicious code, scripts, or embedded threats.

11.4 Maintenance Scripts. Customer must at all times implement and run the maintenance scripts provided by the Service Provider in relation to the Software. Customer shall not modify, reverse engineer, or tamper with any scripts, code, or files provided by Service Provider, and shall immediately notify Service Provider if any such scripts or files are suspected of causing issues or behaving unexpectedly.

11.5 Service Provider Remediation Rights. If Service Provider reasonably determines that Customer's systems, data, or activities pose a security risk to Service Provider's infrastructure, personnel systems, or other customers, Service Provider may: (a) immediately

suspend Customer's access to the Software, support services, or any Service Provider systems until the security risk is remediated; (b) terminate any active remote sessions, API connections, or data transfers; (c) quarantine or reject any files or data transmitted by Customer; or (d) refuse to provide remote support services until Customer provides reasonable evidence that adequate security measures have been implemented. Service Provider shall provide notice of such action to Customer via email to the contact specified in the applicable Referencing Agreement, except where immediate action is necessary to prevent harm, in which case notice may be provided concurrently with or promptly following such action. Any suspension under this Section 11.5 shall not relieve Customer of its payment obligations.

12. with Customer's rules and regulations regarding safety, security, and conduct, provided **MISCELLANEOUS**

- 12.1 **Import/ Export.** Customer agrees that all Service Provider offerings are subject to all applicable export control laws and regulations, including the Export and Import Permits Act, the Export Control List, Area Control List, Customs Act and similar restrictions under Canadian law, executive order, regulation, or rule (collectively, the "**Export Laws**"). Customer agrees to comply with all applicable Export Laws in connection with Customer's use of the Service Provider offerings. Customer further agrees that, unless permitted by the Export Laws, it will not allow goods and services that Customer offers through its use of the Service Provider offerings to be used by or for the benefit of any person in any jurisdiction that is the subject of an export embargo or similar

restrictions under the Export Laws or any other law, executive order, regulation, or rule. Currently such jurisdictions include [North Korea], which jurisdictions may change from time to time. Further, Service Provider may refuse to provide the Service Provider offerings and/ or any other services to the Customer, to any jurisdiction, or to any other person where the Service Provider reasonably believes that the provision of the Service Provider offerings or other services to any jurisdiction or person is prohibited by Canadian or other applicable law, executive order, regulation or rule, including but not limited to the Export Laws. Such a refusal will not be considered a breach of this License Agreement. In the event that Customer or the jurisdiction in which it is incorporated, domesticated or operates becomes subject to Canadian laws which prohibit the provision of goods, services, technology or other items to Customer or to such jurisdiction, the Agreement will automatically terminate. Service Provider may ascertain the jurisdiction and/or identity of the person receiving the Service Provider offerings, by any means of its choosing, including but not limited to an Internet Protocol ("**IP**") address look-up technology that is designed to identify the location of the IP address and to block IP addresses located in certain territories. Customer warrants and certifies that: (i) Customer is eligible under Canadian law to receive exports of the Software, in that it is not included on any list of sanctioned or ineligible parties maintained by the Canadian government, (ii) Customer will not sell, export, re-export, transfer, use, or enable the use of the Software, its related technology and services, or any other items that may be provided by

Service Provider, directly or indirectly to violate any Export Laws or other regulation, order or directive of the Canadian government.

12.2. Compliance with Laws. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under this License Agreement.

12.3. Force Majeure. Service Provider shall not be liable for any failure or delay in performing its obligations under this License Agreement to the extent that such failure or delay is caused by an event or circumstance beyond the reasonable control of the Service Provider, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labor disputes, embargoes, government actions, power outages, pandemic, or any other event or circumstance beyond the reasonable control of the party ("**Force Majeure Event**"). The Service Provider shall promptly notify the Customer in writing of the occurrence of such event and its expected duration and will use commercially reasonable efforts to mitigate its impact. During the period that the Service Provider is unable to perform its obligations due to a Force Majeure Event, the performance of such obligations shall be suspended and the time for performance shall be extended for the duration of the Force Majeure Event.

12.4. Conflict. In the event of a conflict between the terms and conditions of this License Agreement and a Referencing Agreement, the terms and conditions of the Referencing Agreement will prevail over the License Agreement.

12.5. Miscellaneous. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. This License Agreement is not assignable, transferable, or sublicensable by Customer except with Service Provider's prior written consent. Service Provider may transfer and assign any of its rights and obligations under the Agreement without consent. This License Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this License Agreement, and that all waivers and modifications must be in a writing signed by both parties. Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof. No agency, partnership, joint venture, or employment is created as a result of the Agreement and Customer does not have any authority of any kind to bind Service Provider in any respect whatsoever. In any action or proceeding to enforce rights under this License Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices, including notices of non-renewal, shall be sent to the

applicable address specified on this License Agreement to the attention of the Chief Financial Officer and General Counsel or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached. The Agreement shall be governed by the laws of [province of Quebec, Canada] without regard to its conflict of laws provisions. The parties agree that competent courts located in [the province of Quebec, Canada] will have exclusive jurisdiction for any dispute arising under, out of, or relating to this License Agreement.

- 12.6. Privacy.** Obligations with respect to personally identifiable information (if any) are set forth in the 'Data Processing Addendum' located at <https://www.cogep.com/data-processing-addendum/> and for French - <https://www.cogep.com/fr/annexe-sur-le-traitements-des-donnees/>.

Personal Data. If Customer, or any third party acting on behalf of Customer, provides personal data to Service Provider outside of the Software or Services (i.e., not as an Authorized User), Customer represents and warrants that such information will be provided in accordance with all applicable law(s), and that Service Provider may use, disclose, and otherwise process such personal data without limitation unless Customer specifies in writing any restrictions on Service Provider's processing of such personal data. Customer is responsible for providing such persons an appropriate privacy notice and securing any required authorizations or consents, including but not limited to securing prior express written consent under the applicable data protection

and privacy laws including the Canada Anti-Spam Legislation, or outside of Canada, voluntary, freely given, opt-in consent, for Service Provider to make AI-assisted robocalls using an artificial voice and an automated telephone dialing system to such person, including but not limited to for the purpose of sales and marketing activity, customer support, as well as collection of any owed unpaid Fees under the Agreement.