

Sapper Labs Group Inc.
EULA (End User License Agreement)
Last Updated: February [●], 2024

IMPORTANT - READ BEFORE DOWNLOADING ANY PROGRAM OR ACCOMPANYING DOCUMENTATION ONLINE

SOFTWARE LICENSE AGREEMENT

These terms and conditions of use are entered into by and between Sapper Labs Group Inc., 4575 Whispering Willow Drive, Ottawa, ON K4B 0K6 ("**Sapper**") and the Client (the "**Client**" or "**You**") (collectively the "**Parties**"). The following terms and conditions (the "**EULA**"), govern the Client's use of Sapper's software that accompanies or is associated with this EULA (the "**Software**"), either in an on-premises or cloud/hosted deployment.

Certain references will also be made to the "**Sapper Parties**", which includes Sapper, all Affiliates of Sapper, and all officers, directors, employees, agents, contractors, shareholders, clients (other than You), licensors, and suppliers of Sapper and/or any Affiliate of Sapper.

This EULA includes a disclaimer of warranties, a disclaimer of liability, a class action waiver, as well as a release and indemnification by You. Sapper specifically requests that You carefully review each of these Sections.

DOWNLOADING THE SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MAY NOT DOWNLOAD THE SOFTWARE OR ACCOMPANYING ONLINE DOCUMENTATION.

1. Acceptance of EULA

- 1.1. By using the Software, You signify that (a) You have read this EULA (b) You accept and agree to be bound and abide by this EULA, and (c) this EULA has the same force and effect as a signed agreement. If You do not agree to this EULA, You must not access or use the Software.
- 1.2. As described below, using the Software also operates as Your consent to the transmission of certain computer information for license acquisition and some optional utility functions within the Software. If You are accepting this EULA on behalf of Your employer or a corporate entity, You affirm that You have the authority to accept this EULA on such party or entity's behalf. You affirm that You are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, representations, warranties, and indemnification set forth in this EULA, and to abide by and comply with this EULA. You acknowledge that your use of the Software is for business purposes only and that this EULA is not a consumer contract for the purposes of any consumer protection law.
- 1.3. This Software is provided by Sapper or one of its authorized agents. Title to the Software is retained by Sapper. You assume responsibility for the selection of the Software to achieve Your intended results, for the installation of the Software, and for the use of and the results obtained from the Software.

- 1.4. Sapper reserves the right to modify or discontinue the Software (or any portion of the Software), temporarily or permanently, with or without notice to You, and are not obligated to support or update the Software, except as described in this EULA. You agree that none of the Sapper Parties shall be liable to You or to any third party in the event that Sapper exercises its right to modify or discontinue the Software (or any portion of the Software).
- 1.5. Unless explicitly stated otherwise, any new features that augment or enhance the current Software shall be subject to this EULA.

2. License Type

- 2.1. The Software is secured, as follows: Web based license key generation system that allows for offline license verification and installation. This requires an internet connection and allows one instance of the Software, per seat, to be used on any computer. Additional seats may be purchased and added to a web-based license and used by registered end-users on a first-come basis.

3. Term

- 3.1. The license is effective as indicated under the purchasing terms, the licensing terms, or until terminated. You may terminate it any time by destroying any software or documentation downloaded from or installed in connection with the Software together with any back-up copies and returning any hardware locks. It will also terminate if it is terminated by Sapper pursuant to this EULA, if You fail to make any license payment for the Software when indicated in the licensing terms, and/or if You fail to comply with any terms or conditions of this EULA.

4. Restrictions on Use of Software

- 4.1. While the Client uses of the Software, the Client will not:
 - a) use the Software in any manner that contravenes the laws of Canada, the United States and any other jurisdiction that may be applicable to your use of the Software;
 - b) use the Software in any manner that violates the Sapper Acceptable Use Policy, as amended from time to time in Sapper's absolute discretion;
 - c) use the Software for any purpose other than for using the features Sapper intentionally makes available to You;
 - d) copy or download any part of the Software, other than for Your personal use, without the prior written authorization of Sapper;
 - e) re-sell or re-distribute any part of the Software in any form or medium without the prior written authorization of Sapper;
 - f) alter, modify or make derivative works from any part of the Software without the prior written authorization of Sapper;
 - g) create another account without our permission, if Sapper has, at any time and for any reason, disabled the Client's account;
 - h) let anyone else access the Client's account (excluding internal authorized sharing of credentials for a business account), or do anything else that might jeopardize the security of the Client's account;

- i) sell, sublicense, rent, lease, assign, or otherwise transfer in any manner the Client's account or login information to anyone;
- j) use the Software in any manner that could damage, disable, overburden, or impair the Software or interfere with any other party's use of the Software;
- k) obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Software;
- l) impersonate or misrepresent any person or entity or the Client's affiliation with someone else; and
- m) post or transmit any malware, worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to or through the Software.

5. Intellectual Property

- 5.1. All elements of the Software, including but not limited to any graphics, videos, audio recordings, text, software, photographs, scripts, software screens, design elements, artwork, templates, layout designs, interactive features and the like, the concepts and ideas underlying the Software (collectively, "Content") and the trademarks, Software marks and logos contained therein ("Marks"), are owned by or licensed to Sapper, subject to copyright and other intellectual property rights under Canada and international laws and conventions. Sapper owns the copyright in the selection, coordination, arrangement, and enhancement of the Content. Your license to the Software and the Content is limited to a right to use the Software and the Content as intended pursuant to this EULA.
- 5.2. Sapper and the Sapper logos are trademarks of Sapper.
- 5.3. The Software may not be copied, downloaded, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the Sapper. Sapper reserves all rights not expressly granted in and to the Software, the Content, and the Marks. The Client agree not to use, copy, download, or distribute any of the Content other than as expressly permitted herein. You may not incorporate the Content into, or stream or transmit the Content via any hardware or software application or make it available via frames or in-line links unless expressly permitted by Sapper in writing. You may not create, recreate, advertise or distribute an index of a significant portion of the Content unless authorized in writing by us. You may not build a business using the Content, whether or not for profit. If You copy or print pages of the Content for personal use, You must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Software or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Software or the Content therein, nor may You scrape or use any extraction methods to obtain any Content or data from the Software.
- 5.4. You shall not, and shall not permit others to, license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, all or any part of the rights granted to You under this EULA, the Software, or any content or materials accessible through the Software, in whole or part.

6. User Submissions

- 6.1. The Software may permit the submission of comments, feedback, notes, messages, ideas, concepts, know-how, techniques, or other communications submitted by the Client and other users (“User Submissions”) through the Software. By submitting any such materials through the Software, You represent and warrant that You will not submit or post material that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner to submit or post the material. In addition, You agree to pay for all royalties, fees, and other payments owed to any party by reason of Your posting or submitting User Submissions. Sapper expressly disclaims any and all liability in connection with user submissions.
- 6.2. If You submit any User Submissions to Sapper, excluding queries to Sapper’s technical support for the Software, You hereby grant a non-exclusive, royalty-free, perpetual right and license to Sapper and its affiliates to use, reproduce, distribute, display, transmit, publish, modify, edit and/or create derivative works from the User Submissions in any format, including without limitation coding or watermarking such User Submissions, on the Software and in related promotional materials provided in any medium, forum or format, for any purpose of Sapper or its affiliates in their sole discretion.
- 6.3. Note that, save and except for any personal information Saper may collect from the Client pursuant to our Privacy Policy, User Submissions will be considered non-confidential and non-proprietary. You understand that whether or not such User Submissions are published or posted, Sapper (1) does not guarantee any confidentiality with respect to any User Submissions (except as described in our Privacy Policy), (2) does not pay any compensation for User Submissions, and (3) is under no obligation to respond to or post any User Submissions.
- 6.4. You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against any of the Sapper Parties with respect to User Submissions, and agree to indemnify and hold all of the Sapper Parties harmless to the fullest extent allowed by law regarding all matters related to Your User Submissions and your use of the Software.

7. Users Who Violate EULA

- 7.1. Sapper may, at its sole discretion, disable or terminate the accounts of any users who violate this EULA or whose accounts have been inactive, including, but not limited to, the accounts of (1) users who fail to pay applicable fees for use of the Software, (2) users who provide false or inaccurate information; (3) users who breach this EULA including any warranties; and (4) users who misuse or challenge Sapper’s rights in the Content, the Software, or the Marks. Sapper also reserves the right to cancel any pending orders for users who violate this EULA.

8. Warranties

- 8.1. Sapper will correct any material errors in the Software at no charge for:
 - a) if a perpetual license has been purchased, a minimum of twelve (12) months after the license purchase date for the Software; or

- b) if a month-to-month license has been purchased, while all applicable license fees have been paid and are current for the Software.
- 8.2. Notification of a suspected error must be made in writing, with a complete listing of the input and output files and description of the error. If, in the judgment of Sapper, the Software contains an error, Sapper will (at its option) correct or update the Software.
 - 8.3. The Client warrants and represents to Sapper as set out below:
 - 8.4. The information provided to Sapper in any registration or application screen, profile, email, posting, telephone call, or through other means, including all personal details, contact details, and all other data provided to Sapper is true in all respects, up-to-date and not misleading in any way, and will be kept up to date.
 - 8.5. You will not access the Software under false identity or pretext and will not use it to falsify your or any other person's identity (however, this will not prevent you from using a nickname by which you are known provided the name is used lawfully and in good faith). Sapper may permit Your or authorized users to use aliases, in its discretion.
 - 8.6. You will use the Software lawfully and in good faith.
 - 8.7. You will keep your log-in details and password secure and will not share such information with third parties.

9. Disclaimer

- 9.1. Your use of the Software and any material downloaded or otherwise obtained through the use of the Software is at Your own risk. The Software is provided by Sapper on an "as is" and "as available" basis. Except as described in section 8 (warranty), each of the Sapper Parties disclaims to the fullest extent permitted by law and You waive any representation or warranty on the part of any of the Sapper Parties relating to the Software or the content, express, implied, statutory, and otherwise in connection with the Software, any Software licensed or provided to You by any of the Sapper Parties and any agreement with a third party, that may be implied by this EULA, by custom, or by law or otherwise and which is not expressly set out in this EULA, including any implied warranties of availability of the Software, non-disruption, security, accuracy, the use of reasonable care and skill, quality, merchantability, title or entitlement, fitness for a particular purpose, ability to achieve a particular result or functionality, and non-infringement of third-party rights as well as warranties arising by usage of trade, course of dealing, and course of performance. Without limiting the foregoing, the Sapper Parties do not represent or warrant that the information on the Software or on any linked websites is accurate, complete or current; that the Software will operate without interruption or error; that the quality, safety or legality of any content, products, services, Software, information or other material purchased or obtained by You through the Software or agreements You enter with third parties or advertisers will meet Your expectations; that the Software will operate in combination with other hardware, software, systems or data not provided by Sapper; that Software errors will be corrected or that Software content will be updated; or that the Software is PCI compliant.
- 9.2. The Sapper Parties assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content, (2) personal injury or property damage, of any nature whatsoever (including, without limitation, data loss or corruption), resulting from Your access to and use of the Software, (3) unauthorized access to or use of the Sapper

servers and/or any and all personal information and/or information stored therein, (4) interruption or cessation of transmission to or from the Software, (5) bugs, viruses, trojan horses, destructive computer codes, or the like which may be transmitted to or through the Software by any third party, and/or (6) loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Software.

10. Indemnification

- 10.1. You acknowledge that the Sapper Parties have no control over and do not guarantee the quality, safety, or legality of goods or services provided by third parties or advertisers, the truth or accuracy of any third parties' or advertisers' content or listings, or the ability of a third party or advertiser to perform, or actually complete a transaction or service. You agree to indemnify, defend, and hold harmless the Sapper Parties from and against any claim, loss, obligation, demand, damage, judgment, award, cost, liability, expense, and fee (including attorney's fees) arising to any of the Sapper Parties as a result of any claim, demand or proceedings brought or threatened against the Sapper Parties in connection with (1) your use of, access to, or misuse of the Software; (2) Your actual or alleged breach of any portion of this EULA; (3) Your violation of any third-party right, including without limitation any copyright, property, or privacy right; (4) any claim that any of Your user submissions caused damage to an indemnified party or a third party; (5) any transaction you conduct as a result of the contact facilitated by the Software; or (5) the use of Your login credentials by you or any other person accessing the Software using Your account.
- 10.2. If any of the Sapper Parties take any legal action against You as a result of Your violation of this EULA, the Sapper Parties will be entitled to recover from You, and You agree to pay, all reasonable legal fees and costs of such action, in addition to any other relief granted to the Sapper Parties.

11. Limitation of Liability

- 11.1. In no event shall any of the Sapper Parties be liable to You or any third-party for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from the Software or third-party products or services, under this EULA or in connection with their performance or breach, or in connection with any warranties hereunder, or in connection with the Software, including for their negligence, for any indirect, incidental, consequential or special damages, including any loss of profits or savings or anticipated profits or savings, data, opportunity, reputation, goodwill or business, even if the Sapper Parties have been advised of the possibility of such damages in advance.
- 11.2. The Sapper Parties will have no liability whatsoever for any damage, liability or loss that You may incur, or for any other undesirable consequences, resulting from: (1) any suspension or disruption of the Software, including where such suspension or disruption results from sapper's negligence; (2) any errors, mistakes, or inaccuracies of content; (3) personal injury or property damage, of any nature whatsoever, resulting from Your access to and use of the Software; (4) unauthorized access to or use of the Sapper Parties' servers and/or any and all information stored therein; (5) interruption or cessation of transmission to or from the Software; (6) inadequate or faulty hardware operating the Software; (7) malware, bugs, viruses, trojan horses, or the like, which may

be transmitted to or through the Software by any third-party; (8) user content or third-party websites or apps; (9) errors or omissions in any content; or (10) any loss or damage of any kind incurred as a result of Your use of any content wherein such content or advertisement is posted, emailed, transmitted, or otherwise made available via the Software, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Sapper Parties are advised of the possibility of such damages. the foregoing limitations of liability will apply to the fullest extent permitted by law in the applicable jurisdiction.

- 11.3. The Sapper Parties will have no liability whatsoever for any damage, liability or loss that You or any other person may incur, or for any other undesirable consequences, resulting from Your breach of Your warranties or other obligations under this EULA including, without limitation, the obligation to avoid sharing Your email address or account information with any other person.
- 11.4. The Sapper Parties' maximum aggregate liability for any single event (or a series of related events) giving rise to a claim in connection with this EULA or in relation to the Software, including for breach of contract, breach of warranty, misrepresentation or negligence will be limited to a refund of Your purchase price or the total of all license fees paid by You, as applicable.
- 11.5. Any claims relating to use of the Software must be brought within one (1) year from the date the cause of action arose. Claims brought after such period are null and void and of no effect.

12. Basis of the Bargain

- 12.1. You acknowledge and agree that Sapper has offered the Software, set its prices, and entered into this EULA in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and the Sapper Parties, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and Sapper. Sapper would not be able to provide the software to you on an economically reasonable basis without these limitations.

13. Equitable Relief

- 13.1. If the Client violates this EULA, Sapper may seek injunctive relief or other equitable relief to the fullest extent permitted by law.

14. Subpoena Fees

- 14.1. If Sapper has to provide information in response to a subpoena related to the Client's use of the Software, then Sapper may charge You for our costs. These costs may include attorney and employee time spent retrieving records, preparing documents, and participating in a deposition.

15. Assignment

- 15.1. This EULA, and any rights and licenses granted hereunder, may be transferred or assigned by the Client only with Sapper's prior written consent, but may be assigned by Sapper without restriction and without notice to You.

16. Class Action Waiver

- 16.1. Any dispute resolution proceedings will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general legal action. your access and continued use of the Software signifies your explicit consent to this waiver.

17. Export

- 17.1. The Client may not ship, transfer, or export into any country the Software or its updates in any manner prohibited by any export laws or restrictions. In addition, You represent and warrant that You are not a citizen of, or located within, an embargoed nation and that You are not otherwise prohibited under law to receive the Software. You acknowledge and agree that all Your rights to use the Software are forfeited for failure to comply with this EULA.

18. Updates and Upgrades

- 18.1. If the Software is an update or an upgrade to a previous version, You must possess a valid license to the previous version. Any update or upgrade provided for a previous version is subject to this EULA. You may continue to use previous versions provided that (a) it is necessary to use the previous version to read or otherwise use outputs from that version of the program, (b) You do not transfer the previous version to another party, and (c) You acknowledge that any obligation that Sapper has to support the previous version of the program may end upon obtaining the update or upgrade.

19. Demonstration Mode

- 19.1. If and only if the Software is used in demonstration mode or provided as freeware, this EULA applies in all respects with the following exceptions. **THE SOFTWARE IS PROVIDED "AS-IS" AND SAPPER BEARS NO RESPONSIBILITY TO PROVIDE SUPPORT FOR THE SOFTWARE. THE SOFTWARE SHALL BE OPERABLE WITHOUT A HARDWARE LOCK, AND MAY BE LIMITED IN ITS CAPABILITIES, OPERATIONS, OR FEATURES, AS DETERMINED BY SAPPER. YOU ACKNOWLEDGE THAT THE SOFTWARE MAY CONTAIN BUGS, ERRORS, OR OTHER PROBLEMS FOR WHICH SAPPER DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS.**

20. Software Support

- 20.1. Technical support is provided directly by the Sapper office or authorized Agent through which the license was obtained. Technical support is provided for the current

release version as well as for the version immediately preceding the current version for 12 months after release of the current version.

- 20.2. Software support includes providing email support, at no charge, to assist You in the installation of the Software onto Your computer system. Additionally, general assistance may be provided to help You understand the capabilities of the various features of the Software. However, no-cost assistance is not provided for help in applying Sapper software to specific user-defined problems.
- 20.3. Technical support covering modeling questions, applications, definitions, interpretation of results, design guidelines, etc., can be purchased on an as-needed basis. For users who envisage the need for substantial amounts of assistance, consulting support is available. In all instances, the user is encouraged to send the problem description to Sapper by electronic mail in order to minimize the amount of time spent trying to define the problem.
- 20.4. Sapper (or its authorized Agent) reserves the right to determine what qualifies as no-cost assistance and what requires payment.

21. Information Transmission

- 21.1. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THE INFORMATION IN CONNECTION WITH THE FOLLOWING.
 - a) Automatic Update Notifications. This optional utility queries the Sapper website at startup to determine if a program update is available and alert You if so. The query appears in a standard internet access log that identifies: the date and time of the query, the computer IP address, the name and full version of the program, and the referrer for the page request.
 - b) Technical Support Dialog. You can use this optional utility to request technical support. The form requires the following data: user first and last name, email address, phone number, company name, computer operating system name and version, Sapper software name and version, program license number, the time and date of the request, and Your problem statement. This data is transmitted as an email to the Sapper office/agent responsible for providing technical support.
- 21.2. Sapper will not use any of the above information to contact You.

22. Third Party Acknowledgements and Terms

- 22.1. The Software may contain links to or be accompanied by third-party websites, software, online services, data, libraries, or other materials (collectively "**Third Party Services**") that are not owned or controlled by Sapper and are subject to and provided in accordance with terms that are in addition to or different from this EULA. Such terms may be included or referenced in or with such Third Party Services. You agree to comply with such terms. In addition, You will take sole responsibility for obtaining and complying with any licenses that may be necessary to use Third Party Services, data, or other materials that You use or obtain for use in conjunction with the Software. You acknowledge and agree that **Sapper has no responsibility for, and makes no representations or warranties regarding, such Third Party Services or Your use of such Third Party Services. By using the software, you expressly release each of the Sapper Parties from any and all liability arising from Your use of any Third**

Party Services and from any loss or damage of any sort You may incur from dealing with any third party. Accordingly, Sapper encourages You to read the terms and conditions of use for each other Third Party Service that You visit.

23. Personal Data/Privacy Policy

23.1. Sapper's Privacy Policy describes the information Sapper collects when You and others use the Software. It also describes how Sapper uses any personal information You share with it. The Privacy Policy is part of this EULA. By agreeing to this EULA, You are also consenting to our use of Your personal information in accordance with our Privacy Policy.

24. General

24.1. This EULA constitutes the entire agreement between the parties and supersedes all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof. The Parties may enter into a separate agreement that supersedes this EULA in whole or in part, but such agreement must be in writing and must expressly state that it is intended to prevail over this EULA or the specific portions of the EULA.

24.2. If any provision of this EULA is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of this EULA, so that this EULA shall remain in full force and effect.

24.3. Each party acknowledges that it has not relied on or been induced to enter this EULA by a representation other than those expressly set out in this EULA. Sapper and You do not intend to confer, and this EULA will not be construed as conferring, any right, remedy, obligation or liability of any kind on any person other than Sapper, You, and each party's successors and assigns.

24.4. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this EULA.

24.5. No modification, alteration or waiver of any of the provisions of this EULA will be effective unless in writing and signed on behalf of each of the parties. No waiver of any of this EULA shall be deemed a further or continuing waiver of such term or any other term, and Sapper's failure to assert any right or provision under this EULA shall not constitute a waiver of such right or provision.

24.6. You agree that the web-based Software shall be deemed solely based in Navan, Ontario and the web-based Software shall be deemed a passive service that does not give rise to personal jurisdiction over Sapper in jurisdictions other than Ontario. This EULA is governed the laws of Canada and of the Province of Ontario, without regard to conflict of law provisions, and the parties submit to the exclusive jurisdiction of the courts of Ottawa, Ontario in relation to any dispute between them arising out of the subject matter of this EULA. You further agree to indemnify the Sapper Parties for all reasonable legal fees in responding to and defending any legal action brought by You that disputes the choice of law and choice of forum applicable to this EULA.

24.7. In the case of a dispute, Sapper strongly encourages You to first contact us directly to seek a resolution. Sapper will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

25. Restrictions on Export of Encryption Technology

25.1. The Software may contain encryption technology. The Client acknowledges that any export of software containing encryption technology from the United States or subsequent re-export of such software by a person located outside of the United States requires a license or other authorization from the U.S. Department of Commerce's Bureau of Industry and Security. You further acknowledges that software containing encryption technology and acquired from Sapper is not intended for use by a foreign government end-user. By accepting this license agreement, You agree to abide by all relevant U.S. export laws and regulations in the purchase and use of the Software being acquired, including, but not limited to those regulations relating to the export control of cryptographic items.

Save this Agreement to your hard drive or by printing it out for future reference.

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