

TASKE Cloud
End User License Agreement (EULA)

Important, please read carefully: By accessing and using the Services (as defined below), you (“You”, “Your” or “Customer”) agree to be bound by this End User License Agreement (the “EULA”) and the Sales Order document provided to you by TASKE (the “Sales Order”) (the EULA and the Sales Order are collectively, the “Agreement”) which is a legal contract between you, and TASKE Technology Inc. (“TASKE”). If You are accepting this Agreement and using the Services on behalf of a company, organization, or other legal entity, You represent and warrant that You are authorized to do so and have the authority to bind such entity to this Agreement, in which case the words “You” and “Your” and “Customer” shall refer to such entity. This Agreement contains exclusions of warranties and limitations of liability. “Services” means the TASKE Cloud services made available to you by TASKE pursuant to this Agreement. This Agreement may be modified by TASKE from time to time in its sole discretion. Any modifications shall be effective upon re-posting of this Agreement by TASKE. Any use or access of the Services after such change has been made, will constitute acceptance to the modified terms. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees as follows:

1. Users

A. Customer will designate one or more individuals as the application administrator(s) for Customer who will be responsible for setting up a username and a password for each individual user (each a “Registered User”). Customer is responsible for each Registered User's compliance with this Agreement and or any person to whom Customer has given access to the Services or who gains access to the Services even if such user was not authorized by Customer.

B. Customer is solely responsible for all actions of the Registered Users as well as any unauthorized use, including the content of all visual, written or audible communications. Customer represents and warrants that it will not use the Services in any way that is unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although TASKE and its third-party suppliers and partners are not responsible for the misuse of the Registered User Account, TASKE and its third-party suppliers and partners may delete any content in violation of the foregoing that TASKE or its third-party suppliers or partners become aware of, at any time without notice.

C. Payment. You agree to pay the applicable amounts for Your use of the Services as set out in the Sales Order. All fees due under the Agreement are non-cancelable and the sums paid non-refundable. Customer agrees to pay all applicable charges specified for Services and charges for use including charges of use in excess of use authorizations. TASKE does not give credits or refunds for any pre-paid, one-time charges, or other charges already due or paid. All amounts invoiced hereunder are due and payable within thirty (30) days of the date of invoice. Interest shall be due and payable on all overdue amounts at the lower of 18% per annum (1.5% per month) and the highest rate of interest provided by and allowed by applicable law, until paid in full. The fees do not include taxes. You will be responsible for, and agree to pay, all applicable sales, use, excise, personal property and value added taxes, or taxes of a similar nature imposed by any federal, state, provincial, or local government, or other taxing authority on all Services being paid for by You to TASKE under this Agreement. If taxes are not charged by TASKE in respect of the Services, then You agree to remit to the applicable governmental authorities any applicable taxes and You will indemnify and hold TASKE harmless for such amounts. All fees will be fully paid to TASKE by You without deduction of any amounts including import duties, sales use or privilege taxes or excise or withholding taxes, or other similar taxes or duties levied by any government upon You or TASKE as a result of the sale, delivery or use of any Services hereunder. In the event You are required by law to make any such deductions, You shall gross-up the amount of the fees such that the amount of the fees received

by TASKE equals the amount it otherwise would have received without such deductions. You shall not set-off any amounts from amounts payable to TASKE. All amounts set out under this Agreement shall be invoiced and paid in US dollars. You agree to cooperate with TASKE to minimize any applicable sales, use, value added, withholding or similar tax and, in connection therewith. You will provide TASKE with any relevant tax information as reasonably requested (including, without limitation, resale or exemption certificates, multi-state exemption certificates, value added tax numbers, information concerning the use of assets, materials, and notices of assessments).

2. Term and Termination

(a) The term of this Agreement shall commence as of the date of Customer's acceptance of this Agreement and shall continue in effect for the duration of the Service subscription as set out in the Sales Order, unless superseded or otherwise earlier terminated in accordance with the terms of this Agreement or by written agreement of the parties (the "Subscription Period"). Except as otherwise specified, the Subscription Period will automatically renew for additional periods as set out in the Sales Order, unless either party gives notice of non-renewal thirty (30) days prior to the end the relevant Subscription Period. The subscription price during any renewal period may be increased by TASKE in its sole discretion.

(b) Termination for Cause. TASKE may terminate this Agreement if the Customer breaches this Agreement and fails to cure such breach within thirty (30) days from receiving written notice detailing the breach. Upon termination of this Agreement, Customer will cease use of the Services immediately. Amounts paid to TASKE pursuant to this Agreement are non-refundable.

(c) Other Termination. TASKE may terminate this Agreement by providing Customer with thirty (30) days' prior notice, with or without cause, including in circumstances where TASKE is ceasing to offer the Service to You or has otherwise determined that it must terminate this Agreement.

(d) Termination for Bankruptcy or Insolvency. TASKE shall have the right to immediately terminate this Agreement, in whole or in part, upon notice to Customer in the event Customer (or any permitted successor organization) ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, is insolvent or the subject of receivership, or in the event any substantial part of Customer's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within ten (10) days thereafter.

(e) Effect of Termination. Upon termination of this Agreement or expiration of the Subscription Period, TASKE shall immediately cease providing the Services and all usage rights granted under this Agreement shall terminate. If TASKE terminates this Agreement due to a breach by Customer, then Customer shall immediately pay to TASKE all amounts then due under this Agreement and amounts to become due applicable to the remaining Subscription Period of this Agreement, but for such termination, together with all taxes and TASKE expenses. If Customer terminates this Agreement due to a material breach by TASKE, then TASKE shall immediately repay to Customer all pre-paid amounts for any unperformed Services scheduled to be delivered after the termination date. Upon expiration or termination of this Agreement or upon earlier written request by TASKE, Customer shall immediately return or destroy (as specified by TASKE) any TASKE confidential information and provide written certification of such return or destruction. You acknowledge that termination and/or monetary damages may not be a sufficient remedy if You breach this Agreement and that TASKE will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach.

3. Availability of Services

TASKE will use commercially reasonable efforts to make the Services available. In the event that it is unable to provide access to the Services, including for reasons beyond its control, TASKE will use commercially reasonable efforts to communicate the reasons for the outage and expected duration of the outage to Customer. These outages could be due to third parties that the Service depends on, such as Customer's cloud marketplace provider or third-party hosting service providers. In the event of recovery from an outage, the Customer may have to perform reconfiguration services. TASKE has implemented commercially reasonable technical and organizational security measures designed to meet the following objectives: (a) ensure the security and confidentiality of Customer data in TASKE's custody and control; (b) protect against anticipated threats or hazards to the security or integrity of Services; (c) protect against unauthorized access to or use of Services; and (d) ensure that TASKE's return or disposal of Customer data is performed in a manner consistent with industry standards.

4. Ownership

The Services contain the copyright protected material, trademarks, trade secrets, and other intellectual property ("Intellectual Property") of TASKE and its suppliers and licensors. You acknowledge that the Services, including the functionality, structure and pricing of the Services is and contains TASKE confidential information and You shall not use such confidential information except to the extent necessary to exercise the rights granted to You to use the Services for your internal business purposes as set out in this Agreement. TASKE and its suppliers and licensors own and retain all Intellectual Property in and to the Services, including any Intellectual Property created in the performance of the Services. Customer is not permitted to resell, share, assign, or sublicense the rights granted under this Agreement or the Services in whole or in part. Customer shall not decompile, disassemble, reverse engineer (except to the extent permitted otherwise by applicable laws), reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Services. No title or ownership of any rights are transferred to Customer under this Agreement. TASKE and its applicable third-party suppliers and partners hereby reserve all rights in and to the Services. Except for the express license rights granted herein, no other licenses implied or otherwise are granted to Customer. Customer agrees that TASKE has the right to anonymize and aggregate any Customer data with other data and use such data including for purposes of improving the Services and that TASKE owns and may use such anonymized and aggregated data for any purpose during and after the term of this Agreement.

5. Use of Services

TASKE may modify the Services with or without notice to you. You must use the Services in accordance with any and all applicable laws and regulations. You are responsible for assessing the suitability of the Services for Your intended use. By using the Services, You accept responsibility for use of the Services, and acknowledge that they meet Your requirements and enable Your compliance with applicable laws. TASKE cannot guarantee that unauthorized third parties will never be able to defeat those measures to access any content for improper purposes. Customer acknowledges that there are risks inherent in internet connectivity that could result in the loss of Customer's privacy, confidential information and property. Customer also acknowledges that Customer is under no obligation to provide to TASKE Customer's confidential information in order to use the Service. The TASKE Privacy Notice (<http://TASKE.com/privacy-policy>) as amended from time to time, is hereby incorporated by reference into this Agreement. Please contact us (support@taske.com) with any questions regarding this Agreement.

6. Disclaimer.

THE SERVICES ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. TASKE (INCLUDING ITS RESPECTIVE THIRD PARTY SUPPLIERS AND PARTNERS) DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS, WARRANTIES AND IMPLIED CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TASKE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TASKE AND ITS SUPPLIERS AND LICENSORS DO NOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES. THE SERVICES ARE INTENDED AS A DATA PRESENTATION AND REPORTING TOOL AND CUSTOMER'S USE OF, AND RELIANCE UPON, THE OUTPUT IS CUSTOMER'S SOLE RESPONSIBILITY, WITH CUSTOMER ASSUMING ALL ASSOCIATED RISKS.

7. Limitation of Liability.

YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICES. IN NO EVENT AND UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, SHALL TASKE OR ITS AGENTS, LICENSORS, SUPPLIERS OR REPRESENTATIVES HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER, LOSS OF GOOD WILL, LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL OR ECONOMIC DAMAGES OR LOSSES, EVEN IF TASKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THIS SECTION SHALL SURVIVE AND APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR THE FAILURE OF ESSENTIAL PURPOSE OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL RESTRICT TASKE’S LIABILITY IN A MANNER WHICH IS EXPRESSLY PROHIBITED BY APPLICABLE STATUTE OR REGULATION. YOU AGREE THAT TASKE’S AND ITS AGENTS’, LICENSORS’, SUPPLIERS’ AND REPRESENTATIVES’ LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND IRRESPECTIVE OF FAULT OR NEGLIGENCE, SHALL IN NO EVENT NOT UNDER ANY CIRCUMSTANCES EXCEED THE AGGREGATE AMOUNT OF SUBSCRIPTION PAYMENTS MADE TO TASKE BY YOU UNDER THIS AGREEMENT IN THE PRECEDING THREE (3) MONTH PERIOD.

8. Export Controls.

The Services may be subject to export control rules of Canada, the United States, and other countries. The Services may not be exported to, re-exported to, or downloaded or accessed by any person (i) in any embargoed countries under the United States export laws, which currently include Iran, North Korea, Cuba, Syria, Sudan, Russia and the Crimea; or (ii) by any person or entity prohibited from accessing the Services pursuant to sanctions imposed by Canada, the United States, the United Kingdom, the European Union or any of its member states, or Australia.; or (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing and using the Services, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

9. Electronic Communications.

The communications between You and TASKE use electronic means, whether You send us emails, or whether TASKE posts notices on the Services or communicates with You via email. For contractual purposes, You (a) consent to receive communications from TASKE in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that TASKE provides to You electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect Your non-waivable rights.

10. Indemnity

You agree to indemnify, defend (at TASKE's option) and hold TASKE, its subsidiaries, affiliates, directors, shareholders, employees, agents, licensors, contractors and other partners harmless from, any loss, damage, liability, claim, or demand, including reasonable legal fees due to or arising out of Your use of the Services.

11. Governing Law

This Agreement shall be governed by the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein, without giving effect to the principles of conflicts of law, and excluding that body of law applicable to choice of law. The United Nations Convention for Contracts for the International Sale of Goods shall not apply. The venue for any disputes arising under or in respect of this Agreement shall be the courts located in Ottawa, Ontario, Canada, but TASKE shall not be prevented from seeking relief from a court in any other jurisdiction if required to enforce this Agreement.

12. Publicity

You grant TASKE the right to identify You as a user in Services promotional material. At any point in time You can submit a written request via email to support@taske.com to have TASKE remove Your name, within thirty days of Your request, from promotional material.

13. Support

TASKE provides technical support Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern time, excluding holidays via email at support@taske.com. Customer should report any unscheduled system downtime and any error, bug, or defect in the Services to support@taske.com upon becoming aware or receiving notice of such system downtime, error, bug, or defect.

14. General

This Agreement contains the entire agreement between You and TASKE regarding the use of the Services and supersedes and replaces all prior or contemporaneous understandings, representations, communications, or agreements, written or oral, including any additional or contrary terms contained in any Customer purchase order or other procurement document whether presented contemporaneously or after Customer has agreed to be bound by this Agreement regardless of any signature by TASKE on any Customer purchase order or procurement document. You may not assign the Agreement or give or transfer the Services or an interest in them to another individual or entity without the prior written consent of TASKE. TASKE may assign this Agreement at any time without Your consent and without notice. Upon any such assignment, TASKE shall be fully released from its obligations hereunder and the assignee shall assume the rights and obligations of TASKE as if the assignee were an original party to this Agreement. TASKE may use subcontractors to perform this Agreement without Your consent and without notice. TASKE may audit your use of the Services on written notice. You agree to cooperate with TASKE's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within thirty (30) days of written

notification any fees applicable to your excess use of the Services resulting from the audit. Failure to pay for any excess use of Services may result in TASKE terminating your Services and/or this Agreement. You agree that TASKE shall not be responsible for any of your costs incurred in cooperating with the audit. The Services are not fault-tolerant and are not designed or intended for use in or in conjunction with any emergency or any on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, or direct life support machines. TASKE, its affiliates, service providers, licensors, suppliers, subcontractors, resellers and distributors specifically disclaim any express or implied representations, implied warranties or implied conditions for such uses. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect. The failure of TASKE to exercise or enforce any right or provision herein shall not operate as a waiver of such right or provision. TASKE shall not be liable to You or deemed to be in default for any delay or failure in performance of any obligation under the Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, pandemics, epidemics, disease outbreaks, acts of the public enemy, acts of terrorism, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements or any other cause beyond TASKE's reasonable control. The section titles in this Agreement are for convenience only and have no legal or contractual effect. You shall execute and deliver all such further documents and instruments and do all acts and things as TASKE may reasonably require to carry out the full intent and meaning of this Agreement. The following sections shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 1(C) (Payment), 2(e) (Effect of Termination), 4 (Ownership), 6 (Disclaimer), 7 (Limitation of Liability), 10 (Indemnity), 11 (Governing Law), 12 (Publicity) and 14 (General).