

Prevue Standard Terms of Service

Thank you for using Prevue Assessments and your PrevueOnline/PrevueHub Account. These terms of service (the “**Agreement**”) are between you (“**you**” or the “**Customer**”) and Prevue HR Systems Inc., (“**Prevue**”) and govern your use of the Services (defined below).

This Agreement constitutes a legal agreement between you and Prevue that describes your rights and obligations relating to the use of the Services. You should read this entire Agreement because this Agreement is legally binding. If you do not agree to the terms of this Agreement you may not use the Services.

By signing up for and using the Services, you confirm that:

- you have the authority to sign this Agreement on behalf of the Customer and any Customer affiliates who will be using the Services;
- you accept the terms of this Agreement on behalf of the Customer or Customer affiliates, and
- any references to “**you**” in this Agreement refers to the Customer, Customer affiliates and all of the employees, consultants and agents of those respective parties.

You are responsible for all activity in connection with the Services that occurs under your Account (defined below).

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY BEFORE USING THE SERVICES OFFERED BY PREVUE.

1. BY PROCEEDING TO USE THE PLATFORM YOU AGREE TO BE BOUND BY THIS AGREEMENT.
2. IF YOU DO NOT AGREE TO THIS AGREEMENT DO NOT USE THE SERVICES.

1. Definitions

- a. “**Account**” means the account that Prevue or a Distributor opens for you at PrevueOnline/PrevueHub where you can administer the Prevue Assessments to candidates, develop or select Prevue Benchmarks, generate Prevue Reports and manage your Account Data;
- b. “**Account Data**” information provided by Candidates, including but not limited to name, email address, or responses to data fields that appear on the test candidate registration screen and Candidate responses to Prevue Assessments;
- c. “**Authentication ID**” means a security mechanism by which an Authorized User identifies herself or himself to the Platform and gains access thereto, which security mechanism may include user identification, passwords, digital certificates or any other similar process mechanism for authentication and recognition as determined by Prevue from time to time;

- d. **“Authorized User”** means a Permitted User who Customer has authorized to access and use the Services;
- e. **“Candidate”** means any job applicant or employee who you invite to take any of the Prevue Assessments;
- f. **“Control”** means direct or indirect ownership or control of more than 50% of the voting or ownership interests of an entity;
- g. **“Customer affiliates”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer;
- h. **“Distributor”** means an authorized Prevue distributor appointed by Prevue with authority to open and support Accounts at PrevueOnline/PrevueHub;
- i. **“Intellectual Property”** means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things;
- j. **“Intellectual Property Rights”** means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principle applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing;
- k. **“Initial Term”** as described in section 3.1;
- l. **“License”** means an unlimited use license granted to you under section 6 of this Agreement;
- m. **“Objectionable Content”** means content that infringes any applicable laws, regulations or third-party rights, and content which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous, misleading, deceptive or in breach of any person’s Intellectual Property Rights.
- n. **“Pay-Per-Use Account”** means an Account that requires a user to purchase Prevue Credits to invite a candidate to complete any of the Prevue Assessments.
- o. **“Permitted User”** means an employee of Customer or an independent contractor who is an individual that performs all or substantially all of their work for Customer;
- p. **“person”** means any individual, estate, sole proprietorship, firm, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, limited liability company, corporation, body corporate, trustee, trust, governmental authority or other entity or organization and includes any successor to any of the foregoing.

- q. **“Prevue Assessments”** means any one or more of the Prevue Abilities Assessments, the Prevue Occupational Interests Assessment, the Prevue Personality Assessments, the Prevue Work Ethic Assessment, and the Prevue Culture Assessment;
- r. **“Prevue Benchmark”** is the profile of a preferred candidate for a particular position represented by the desired range of scores on each of the scales of the Prevue Assessments;
- s. **“Prevue Credits”** means the currency used in PrevueOnline/PrevueHub for assessing candidates, activating Prevue Benchmarks, and ordering Prevue Reports through a Pay-Per-Use Account;
- t. **“PrevueOnline/PrevueHub or “Platform”** means the website at www.prevueonline.com or www.prevuehub.com where you can administer Prevue Assessments to your Candidates and manage your Account Data;
- u. **“Prevue Property”** means all websites, software, tools, URLs and links, psychometric assessments, surveys, databases, designs, algorithms, user interface designs, architecture, class libraries, objects and documentation, network-design, know how, technology and source code and all derivatives thereof, that are created or owned by Prevue, whether pre-existing or created during the Term together with: (i) any improvements, modifications, upgrades or other changes thereto; and (ii) all intellectual property rights therein.
- v. **“Prevue Reports”** means all reports that can be generated from PrevueOnline/PrevueHub from the use of Prevue Assessments;
- w. **“Services”** means an Account, a License, Prevue Credits, Prevue Assessments, Prevue Reports, all other information, documents, and reports available to you through PrevueOnline/PrevueHub and any testing or other services that Prevue has agreed to supply to you;
- x. **“Unlimited Use Account”** means an Account that Prevue designates for unlimited use of Prevue Assessments by a user under a License;
- y. **“User Documentation”** means the documents, user manuals and guides with respect to the operation, use and functions of the Platform, which may be amended or updated by Prevue from time to time; and
- z. **“Term”** as described in section 3.1;
- aa. **“Virus”** means a piece of code usually (but not necessarily) disguised as something else that causes some unexpected and, for the victim, usually undesirable, event and which is designed so that it may automatically spread to other computer users; the term “Virus” will also be deemed to include worms, cancelbots, trojan horses, harmful contaminants (whether self-replicating or not) and nuisance-causing or otherwise harmful applets.

2. Services

2.1 Services. Prevue will provide the Services to the Customer during the Term, subject to this Agreement and the fees in section 4. Unless otherwise agreed in writing with Prevue, your agreement for the use of the Services will always include, at minimum, the terms of this Agreement. In the event of

a conflict between the terms of this Agreement and terms of any written agreement between you and Prevue, those terms will prevail.

2.2 Modify Services. Prevue reserves the right to modify or discontinue certain features of the Services.

2.3 Prevue Distributor. This Agreement applies even if a Distributor provides the Services to you, in whole or in part.

Third party providers

2.4 Amendments to this Agreement. Prevue may change this Agreement at any time and will give you at least 30 days notice. Prevue will notify you through your Account, email, or other reasonable means. You agree to the updated terms if you use the Services after the change takes effect. You must stop using the Services if you disagree with the changes.

3. Term and Termination

3.1 Term. This term of this Agreement and the rights and obligations of the Parties hereto shall commence as of the Effective Date and shall continue for such period expiring one year from the Effective Date (the “**Initial Term**”), unless terminated earlier in accordance with the provisions contained herein. Unless either Party notifies the other at least 30 days prior to the expiration of the Initial Term or the then Renewal Term, this Agreement and the rights and obligations of the Parties hereto shall renew annually (each a “**Renewal Term**”; the Initial Term and any Renewal Terms collectively referred to as the “**Term**”) up to 10 years.

3.2 Suspension of Services. In the event that Customer does not pay the Fees or any portion thereof, when due, Prevue may suspend Customer’s and each of its Authorized Users’ right to receive the Services and access and use of the Services.

3.3 Customer’s Right to Terminate. Subject to this section 3 Customer may terminate this Agreement and the rights granted hereunder without prejudice to enforcement of any other legal right or remedy upon giving 30 days written notice of such termination if Prevue fails to provide the Services for 30 consecutive days. Termination of this Agreement shall not release the Customer from the obligation to make payment of all amounts then due and payable.

3.4 Prevue’s Right to Terminate. Subject to this section 3, Prevue may terminate this Agreement and the rights granted hereunder without prejudice to enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if Customer:

- a. fails to pay in full any sum owing by it under this Agreement by the due date thereof and such failure continues for a period of five (5) Business Days after delivery of a written notice by Prevue requiring Customer to correct such failure;
- b. infringes the Intellectual Property Rights of Prevue;
- c. breaches any other material provision of this Agreement and such breach continues for a period of five (5) Business Days after delivery of a written notice by Prevue requiring Customer to correct such failure;

3.5 Waiver. The waiver by either Party of a breach or default of any provision of this Agreement by the other Party shall not be effective unless in writing and shall not be construed as a waiver of any succeeding breach of the same or of any other provision. Nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege by such Party constitute a waiver.

3.6 Effect of Termination. Upon the termination of this Agreement for any reason:

- a. the Parties shall implement the Transition-Out Services pursuant to section 3.7;
- b. Prevue shall terminate and invalidate any Authentication IDs associated with Customer and any of its Authorized Users;
- c. Prevue shall, but not earlier than 10 Business Days after the termination or expiration of this Agreement, destroy any copies of the Account Data contained in the Platform;
- d. Customer shall pay to Prevue the full amount of all Fees payable hereunder as of the date of termination, if any, whether already invoiced or not (including any amounts due as late payment charges), and any other monies owing to Prevue hereunder; and
- e. each Party will return to the other Party all Confidential Information of the other Party which is then in its possession or control.

Customer acknowledges and agrees if Customer fails to download the Account Data from the Platform in a timely manner, it may not have access to such information or such information may be destroyed by Prevue in accordance with the terms of this section. Subject to section 3.7, it is Customer's responsibility to download and obtain all Account Data prior to the expiration or termination of this Agreement. Prevue shall have no responsibility, or any liability to Customer, for maintaining or providing to Customer the Account Data or any portion thereof from and after the 30 Business Day after the termination or expiration of this Agreement.

3.7 Transition Assistance. Commencing at the earlier of: (i) one (1) month prior to the scheduled expiration date of this Agreement; or (ii) the delivery of any notice of termination or non-renewal of this Agreement, and continuing through the effective date of expiration or termination and for a period of 30 Business Days thereafter (the "**Transition-Out Period**"), Prevue will, to the extent requested by Customer, provide to Customer (or at Customer's request to Customer's designee) such reasonable cooperation, assistance and services to facilitate the orderly wind down, transition and migration of the Services and transfer of the Account Data from Prevue to Customer or Customer's designee (the "**Transition-Out Services**"). Customer will continue to pay for Services properly rendered during the Transition-Out Period, in each case until they are wound down or discontinued. For additional services and resources required to provide Transition-Out Services, the applicable rate card then in effect under this Agreement will apply. As part of the Transition-Out Services, Customer shall download any and all Account Data contained on the Prevue Platform and store such Account Data on Customer's systems.

4. Supply of Account

4.1 Account Set-up: Prevue or a Distributor has established and will maintain an Account for you at PrevueOnline/PrevueHub with log-in rights to enable you to set-up positions, administer Prevue

Assessments to Candidates, generate Prevue Reports, develop and use Prevue Benchmarks, and control and manage Candidate and position data.

4.2 Type of Account: When the Account is established it will be identified as one of two types:

- a. A Pay-Per-Use Account where you can purchase and use Prevue Credits for assessing candidates, requisitioning Prevue Reports for candidates, and activating Prevue Benchmarks for your positions; or
- b. An Unlimited Use Account where you can assess and requisition Prevue Reports for an unlimited number of Candidates and develop an unlimited number of Prevue Benchmarks for your positions during the term of the License.

4.3 Account. You must create an account to access and use the Services. Prevue reserves the right, at its sole discretion, to cancel or refuse registration of passwords it deems inappropriate.

4.3.1 You are responsible for: (i) all acts and omissions that occur in connection with the Account; and (ii) maintaining the security of all log-in information in its possession and control. You can use your Account to access other Prevue products, websites, or services (such as Prevue APS). If you do so, the terms and conditions for using those products, websites, or services will apply to your use of those products, websites, or services in addition to the terms of this Agreement.

5. Fees

5.1 Invoices. You will be invoiced for any Prevue Credits or other Services you purchase or for any License granted to you for an Unlimited Use Account, and you agree to pay those charges in the currency and within the time specified in the invoice. Prevue may suspend or close the Account if payment is not made on time. Suspension or closure of the Account for non-payment could result in you and each of your Authorized Users' losing access to and use of the Services and Account Data.

5.2 Sales Taxes. The price for any Services is exclusive of all applicable federal, state, provincial, or local sales or value-added taxes or levies, and such taxes or levies will be added to the price of the Services you purchase.

5.3 Payment Method. To pay the charges for any Services, you will be asked to provide a method for payment of invoices when you sign up for those Services. You agree to keep your billing information current at all times.

5.4 Renewal Pricing. Upon annual renewal of the Services, the Fees will increase by 7%.

5.5 Price Changes. Prevue may change the prices for the Services at any time and will notify you by email at least 30 days before the price change takes effect. If there is a fixed term and price for any of your current Services offer (such as a License) at the time notice is given of a price change, that price change will not become effective until the end of the term of your current Services offering.

5.6 Refund Policies: Unless otherwise provided by law in your jurisdiction, all purchases are final and non-refundable.

5.7 Late Payments: A late payment fee of 1.5% per month will be charged on overdue invoices. You must also pay for all reasonable costs we incur to collect any past due amounts, including reasonable lawyers' fees and other legal fees and costs.

5.8 Pay-Per-Use Account Credits: Prevue Credits you purchase are deposited to your Account. You will use one Prevue Credit for each Candidate that you assess. Prevue Credits are active for 24 months from the date of purchase. Unused Prevue Credits expire 24 months from the date of deposit to your Account.

6. Use of Services

6.1 Grant of License. Where you are supplied with an Unlimited Use Account, Prevue grants you a non-exclusive, non-assignable, non-sublicensable unlimited use license (the "**License**") to use the Services to assess an unlimited number of Candidates in your organization during the Initial Term of the License and each renewal of the License, provided you do not directly or indirectly use the Services to develop or assist in developing any competing Services.

6.2 License Term. The License is an annual license (unless otherwise agreed upon in writing by Prevue) that commences on the date agreed upon by you and Prevue and continues for an initial term of one year. The License will automatically renew for successive one-year terms as provided in section 5.4 of this Agreement.

6.3 License Fee. The fee for the annual License is collected and charged in advance and is based on the number of persons in your employ at the date of commencement of the License and each renewal of the License as agreed upon between you and Prevue or a Distributor. The License fee on each renewal will be equal to the fee for the immediately preceding one-year term plus 7% unless the number of persons in your employ changed or unless Prevue or a Distributor has given you at least 30 days prior notice of a fee increase. If Prevue has agreed to accept payment of the annual license fee in monthly or other periodic payments, any default in payment of any periodic payment renders the entire unpaid balance of the license fee at once due and payable. The Customer authorizes Prevue to use the payment information on file to process the License fee for each renewal.

6.4 Automatic Renewal. If automatic renewals are allowed in your country, province, or state, we'll inform you by email before automatically renewing any License granted to you. Once we have informed you that your License will be automatically renewed, we may renew the License and charge you the current price plus 7% for the renewal term. We'll also remind you that we'll bill your chosen payment method for the License renewal, whether it was on file on the renewal date or provided later. You must cancel the Services contacting your assigned Customer Success Manager or support@prevuehr.com 30 calendar days before the renewal date to avoid being billed for the renewal.

6.5 Cooling Off Period: When you request a service from us, you agree that we may begin to provide the Services immediately. You won't be entitled to a cancellation or "cooling off" period, except if the law in your jurisdiction requires a cooling off period.

6.6 License Termination: The License and the supply of the Services will terminate on the earlier of: (i) the expiration of any annual term of the License if you have given written notice to Prevue that you do not want to renew the License as provided in section 6.4; or (ii) the date which is 10 days after Prevue

has given you written notice to cure a breach of any of the provisions, terms and conditions of this Agreement, if you have not then cured such breach. Upon termination, Prevue will be entitled to close the Account.

6.7 Restrictions on Use. Any rights not granted herein are strictly reserved by Prevue. Customer shall not: (i) permit any other person to use the Services; (ii) re-license or sublicense, lease, loan or otherwise distribute the Services to any third person; (iii) process or permit to be processed the data of any other person; or (iv) use the Services in the operation of a service bureau. Customer shall not, and shall not permit others to, reverse engineer, decompile, disassemble, or translate any software used by Prevue to deliver the Services, or otherwise attempt to view, display, or print such software, including source code.

6.6 Permitted and Authorized Users. Only Permitted Users may be authorized by Customer to use the Services. Customer shall ensure that all Authorized Users are aware of the provisions of this Agreement, including their obligation to comply with the provisions contained herein as it relates to their use of the Services. Customer shall be responsible and liable for the actions and omissions of each Authorized User and their compliance of the provisions herein.

6.7 Help Desk. Prevue shall make available its help desk to support Customer's and its Authorized Users' use of the Services during the following:

6.8 Grant by Customer. Customer hereby grants to Prevue a royalty-free, non-exclusive, non-transferable right and license to use, copy, store and display the Account Data solely to enable Prevue to perform the Services under this Agreement.

6.9 Customer Responsibilities. In addition to its other obligations contained in this Agreement, Customer shall:

- a. be responsible for procuring, installing, operating, supporting and maintaining Customer's systems, including computer hardware and software, including browsers, necessary for Customer to access the Services;
- b. be responsible for procuring and maintaining communication services, including high-speed internet connections between Customer's systems and the Platform;
- c. assign, record and control the issuance and use of all Authentication IDs;
- d. be responsible for the accuracy, completeness and adequacy of all Account Data provided by the Customer; for the management, manipulation and processing of Account Data; and the backup and maintenance of all Account Data;
- e. use the Services by itself and Authorized Users, in accordance with applicable laws, the terms of this Agreement and the User Documentation; and
- f. comply, at all times, with all applicable legal and regulatory requirements and with Prevue's conduct and security policies in respect of the use of the Services and the software.

6.10 Prohibited Activities. Customer shall not:

- a. use the Services for improper or unlawful purposes;

- b. include, or knowingly allow others to include, any Objectionable Content or introduce Viruses to the Platform and shall institute such security procedures and safeguards as Customer deems necessary to prevent the posting, uploading or inclusion of any Objectionable Content or Viruses to the Platform;
- c. intercept or attempt to intercept any messages transmitted to and from the Platform that are not intended for Customer or any of its Authorized Users;
- d. take any action that imposes an unreasonable or disproportionately large load on the Platform;
- e. use the Services or the Platform to develop any derivative works or any functionally compatible or competitive software;
- f. copy or download the Platform or any other software used by Prevue to provide the Services and which is contained within the Platform; or
- g. remove any copyright or other proprietary rights notice on the software or the User Documentation or any copies thereof.

6.11 Viruses. If Prevue, in its absolute discretion, forms the view that any Account Data or any other information or files uploaded by Customer or any of its Authorized Users contains or includes a Virus or is considered Objectionable Content, Prevue may remove such Account Data, information or file from the Platform and take such other action as Prevue deems necessary to protect the integrity and operation of the Services. Any costs associated with such removal may be charged by Prevue to Customer. Prevue shall notify Customer of its actions under this section 5.14 as soon as reasonably possible.

7. Proprietary Rights

7.1 **Prevue's Ownership**. Customer acknowledges and agrees that, as between Customer and Prevue, Prevue owns all worldwide right, title and interest (whether those rights happen to be registered or not and wherever in the world those rights may exist), including all Intellectual Property Rights, in and to: (i) the Prevue Property; (iii) User Documentation; and (iv) any modifications, enhancements, upgrades, updates or customization to the Platform or User Documentation. Customer does not acquire any rights, title or ownership interests of any kind whatsoever, express or implied, in any of the foregoing other than the licenses granted herein.

7.2 **Customer's Ownership**. Prevue acknowledges and agrees that all worldwide right, title and interest, including all Intellectual Property Rights in and to the Account Data, shall be the exclusive property of Customer. Prevue does not acquire any rights, title, or ownership interest of any kind whatsoever, express or implied, in any of the Account Data, other than the license granted herein.

7.3 Use of Services: Unless Prevue has agreed otherwise in writing with you, nothing in this Agreement gives you a right to:

- a. Use any of Prevue's trade names, trademarks, service marks, logo, domain names and other distinctive brand features;

- b. Modify, reproduce, duplicate, copy, license, sell, trade or resell the Services for any purpose.
- c. Modify, reverse engineer, or create derivative works from any of the Services.
- d. Use the Services or any of the Prevue Property to develop or assist others to develop any products or services that would compete with any products or services offered by Prevue products or services that would compete with any products or services offered by Prevue

7.4 Intellectual Property Notices: You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Services.

8. Confidentiality

8.1 Obligation. Both Prevue and the Customer mutually agree to treat and maintain all information disclosed in the course of this Agreement, that is not publicly available, as confidential (“**Confidential Information**”). Each party agrees to use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care. Confidential Information shall only be used for the purpose of fulfilling obligations or exercising rights under this Agreement and shall not be disclosed to any third parties, except as required by law or with the prior written consent of the disclosing party. This obligation shall survive the termination or expiration of this Agreement.

9. Protection of Candidate Data

Prevue shall maintain reasonable administrative, physical, organizational and technical safeguards for protection of the security, confidentiality and integrity of Candidate Data; including regularly backing up data; implementation of industry data encryption and appropriate physical security and firewalls.

10. Covenants

10.1 Customer Covenants: You acknowledge and agree that:

- a. Comply with Guidelines: You will comply with the User Documentation, guidelines, manuals, directives, or other publications that are posted in PrevueOnline/PrevueHub that relate to the use of your Account, Prevue Assessments, or other Services.
- b. Use of Services: You will use the Services only for purposes that are permitted under: (i) the terms of this Agreement; and (ii) any applicable law, regulation, or generally accepted practices or guidelines in the jurisdictions in which you conduct business.
- c. No Interference: You will not engage in any activity that interferes with or disrupts the Services or the servers and networks that are connected to the Services.

- d. Research Data: You authorize Prevue to use your Assessment Data, including the results of surveys and other information stored in your Account (herein together referred to as “Research Data”) for assessment validation, developing norms and generally for conducting research. Prevue will only use Research Data in anonymous form and will not include any information identifying the organization you are associated with or any identifiable individual as the source of the Research Data. Access to Research Data will be restricted to only those individuals directly involved in research related to Prevue products and/or services.
- e. Right to Audit. Prevue may audit the Customer’s records for compliance with this Agreement.

10.2 Prevue Covenants: Prevue acknowledges and agrees:

- a. Privacy: To protect the privacy of any personal information of individuals (whether your employees or otherwise) that you create or collect in your Account in accordance with the Prevue Privacy Policy that is set out in PrevueOnline/PrevueHub.
- b. Representation and Warranty: Prevue represents and warrants that it is authorized to sell and deliver the Services to you and has all the requisite capacity, power, and authority to execute, deliver, and perform all its obligations under this Agreement.

11. Indemnity

11.1 Customer Indemnity. You agree to indemnify and hold Prevue, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, members, and contractors (the “**Indemnified Parties**”) harmless from any breach this Agreement by you, including any use of the Services other than as expressly authorized in this Agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys’ fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information obtained through the Services.

11.2 Prevue Indemnity. To indemnify and hold you and your officers, directors, employees, and agents harmless from and against any and all claims, demands, cause of action, losses, proceedings, damages, expenses, and judgments arising out of any claim or allegation that any part of the Services, including your use of the Account infringes any third party Intellectual Property Rights. This indemnity is conditional upon you: (i) providing us prompt written notice of any claim regarding any actual or alleged infringement; (ii) cooperating with our reasonable requests for information or other assistance; (iii) granting control of the defense of any such claim or allegation to us; and (iv) not settling or making any offer to settle any such claim or make any admission of guilt or fault without first obtaining our prior written approval.

12. Disclaimer

THE SERVICES AND CONTENTS ARE PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS” BASIS THROUGH THE PLATFORMS SUBJECT TO ANY WARRANTIES OR REPRESENTATIONS EXPRESSLY STATED IN THIS AGREEMENT. USE OF THE PLATFORM AND CONTENTS IS AT THE USER’S SOLE RISK. THE PLATFORM, THEIR CONTENTS, AND SUBMISSIONS TRANSMITTED BY PREVUE ARE PROVIDED WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. PREVUE ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY WEBSITE OPERATED BY A THIRD PARTY THAT IS LINKED TO OR FROM THE SERVICES.

PREVUE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY SUBMISSIONS OR CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. CUSTOMER WARRANTS THAT THEIR USE OF THE SUBMISSIONS OR CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS. PREVUE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH SUBMISSIONS OR CONTENT.

PREVUE DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT.

PREVUE, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND MEMBERS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF PREVUE AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO PREVUE FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

13. Limitation of Liability

You understand and agree that except as expressly otherwise provided in section 11.2, Prevue’s liability is limited to termination of use of the Account by you, and, where applicable, a prorated refund for any prepaid services. To the extent not prohibited by applicable law, Prevue and its Distributors, suppliers, and agents are not liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, or other type of damages, including but not limited to, damages for loss of use, revenue, profits, goodwill, data, contracts, electronically transmitted orders, or other economic advantage (even if Prevue has been advised of the possibility of such damages), however caused and regardless of the theory of

liability, whether in contract (including fundamental breach), tort (including negligence) or otherwise arising out of, or related to:

- a. your use or inability to use the Services;
- b. the cost of procurement of substitute goods and services to replace the Services;
- c. unauthorized access to or alteration of your Account Data;
- d. any other matter relating to the Services, including materials or content you may download, use, modify, or distribute from your Account.

You have the sole responsibility for adequate protection and backup of Account Data created in your account and will not make a claim against Prevue for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the Account.

14. Publicity

Prevue may use the Customer's name and logo for marketing purposes, including but not limited to, in promotional materials and on Prevue's website, subject to the Customer's prior written consent.

15. General Provisions

15.1 Waiver. No delay or omission on the part of the Prevue in exercising any right or remedy or failure to object will constitute a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

15.2 Dispute Resolution and Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the province of British Columbia without regard to the conflict of laws provisions thereof. Any dispute or question of interpretation of this Agreement shall be resolved in accordance with the *Arbitration Act*, [SBC 2020] CHAPTER 2 by a sole arbitrator in the City of Vancouver, British Columbia, Canada. The costs of the arbitration shall be borne by the Parties in equal shares pending final apportionment by the arbitrator.

15.3 Force Majeure. Prevue shall not be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts beyond the reasonable control of Prevue. Upon the occurrence of any Force Majeure event, Prevue shall give notice to the Customer of its inability to perform or of delay in completing its obligations.

15.4 Consequences of Partial Invalidity. If any of the provisions of this Agreement is found to be unenforceable by applicable law, the remaining provisions of this Agreement shall remain valid and shall continue to bind the Parties and the parties shall, in good faith, negotiate to replace all unenforceable provisions with provisions that are valid under the applicable law and come closest to their original intention.

15.5 Notices. Notice may be given by electronic mail at the addresses provided by the Parties or by courier to the contact address set out on the exaction page (as such may be changed by notice given to

the other party), and will be deemed delivered as of the date of actual receipt, confirmed by a read receipt or delivery confirmation.

15.6 Relationship of the Parties. Nothing in this Agreement creates any agency, partnership, joint venture, or employment relationship between Prevue and the Customer or authorizes any party to enter into any commitment or agreement binding on the other party. Prevue and the Customer are independent contractors with respect to each other. Each party acknowledges that it does not have any authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.

15.7 No Third Party Beneficiaries. This Agreement is made solely for the benefit of Prevue and the Customer, and no other person or entity shall be deemed to be a beneficiary of this Agreement, nor shall any other person or entity have any right to enforce any provision of this Agreement.

15.8 Additional Documents. You shall sign any additional documents that Prevue may require you to sign in connection with this Agreement or the Services.

15.9 Assignment. You shall not assign or transfer this Agreement, including any assignment or transfer by reason of reorganization, sale of all or substantially all of its assets, change of Control or operation of law, without the Prevue's prior written consent which shall not be unreasonably withheld. Prevue may assign this Agreement to any affiliate or to any other entity that acquires all or substantially all of its assets without your consent.

15.10 Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and to perform its obligations in this Agreement.

15.11 Survival. The following sections shall survive the expiration or termination of this Agreement: 'Fees', 'Intellectual Property', 'Confidentiality', 'Effects of Termination', 'Indemnification', 'Disclaimers; and Limitation of Liability'.

15.12 Entire Agreement. This Agreement is the entire agreement between the Parties and supersedes all other proposals and agreements, whether electronic, oral or written, between the parties.

15.13 Counterparts. This Agreement may be executed in two or more counterparts electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.14 Acknowledgement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions