ACL Software License Agreement

THIS ACL SOFTWARE LICENSE AGREEMENT (**"AGREEMENT"**) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER A SINGLE PERSON, ENTITY OR GOVERNMENT ORGANIZATION, REFERRED TO AS **"YOU"** OR **"YOUR"**) AND ACL SERVICES LTD. (**"ACL"**) AND SETS OUT THE TERMS AND CONDITIONS UNDER WHICH YOU ARE LICENSING THE ACL SOFTWARE (AS DEFINED BELOW).

CAREFULLY READ THIS AGREEMENT BEFORE YOU INSTALL OR USE THE SOFTWARE AS ACL MAY HAVE UPDATED THE AGREEMENT FROM THE VERSION INCLUDED WITH THE PREVIOUS RELEASE OF THE SOFTWARE. BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY WITHIN THIRTY (30) DAYS OF YOUR PURCHASE REQUEST A REFUND OF THE FEES YOU PAID FOR THE SOFTWARE AND UPON RECEIVING YOUR CONFIRMATION THAT YOU HAVE DELETED THE SOFTWARE FROM YOUR SYSTEMS ACL WILL PROVIDE YOU WITH A REFUND OF FEES PAID. ACL RESERVES THE RIGHT TO UPDATE AND CHANGE THIS AGREEMENT FROM TIME TO TIME. YOU CAN ALWAYS FIND THE MOST RECENT VERSION OF THIS AGREEMENT AT HTTP://WWW.ACL.COM/PDFS/ACL_LICENSE_AGREEMENT.PDF.

If there is any conflict or ambiguity between the English language version and any other language version of this Agreement, the English language version will prevail and it will be the authentic text for the purposes of interpretation.

1. **Software.** In this Agreement, **"Software"** means the ACL on premise software solution(s) listed or included as part of a bundled solution in the order form or invoice issued by ACL, its affiliates or one of their authorized distributors (the **"Order Form"**), in its unmodified object code form, including any components, installers or options for the Software, and any add-ons for the Software (**"Add-Ons"**) which are licensed either separately or together with the Software. "Software" includes the accompanying user documentation for such Software. For clarity, "Software" and "Add-Ons" do not include ACL GRC, Results Cloud, ScriptHub or ACL Academy. Collectively, Results Cloud, ScriptHub and ACL Academy are referred to as the "**Services**". ACL GRC may be purchased separately from ACL. The Services are services that are included in Software subscriptions for end users that have licensed the Software on a subscription (i.e. not perpetual) basis. ACL may, in its discretion, also make these services available on a temporary, trial basis to end users that have purchased perpetual licenses for the Software. Access to and use of the Services is limited to the paid subscription term and will terminate when the paid subscription period expires, or if you have a perpetual license for the Software, access will terminate at the end of the temporary trial period, as determined by ACL, in its sole discretion. ACL may in its sole discretion vary or discontinue some or all of the Services, however ACL will not vary or discontinue the Services during your paid subscription term. Use of Results Cloud, ScriptHub and ACL Academy is governed by the GRC Terms of Use, the ScriptHub License Agreement and the ACL Academy Terms of Use, respectively.

2. **Grant of License.** Subject to the terms and conditions of this Agreement, ACL grants to you, during the license term set out in Section 4 below, a worldwide, non-exclusive, non-transferable and non-assignable (except as otherwise expressly provided in this Agreement) right and license to install, access and use the Software for your internal business operations for the number of Named Users (as defined below) or SAP systems, as applicable, and for the type of Software set out in the Order Form. Add-Ons are licensed solely for use in conjunction with the particular Software they relate to, and may not be used as standalone products or with any other software or service. The Software may be installed within a virtual (or otherwise emulated) hardware system as long as the use of the Software is restricted to the number of Named Users for which you have purchased licenses. Virtualization technology may not be used to circumvent the licensing terms and restrictions in this Agreement.

3. **Named Users.** The Software may be accessed and used by up to the maximum number of specific, individual users from within your organization for which you have paid fees (**"Named Users"**). You may replace a Named User with another individual from within your organization provided the number of Named Users does not exceed the number of Named Users for which you have paid the applicable fees. If you exceed or wish to increase the number of Named Users using the Software, additional fees will apply. Sharing or pooling a Named User's license between multiple individuals is strictly prohibited.

4. **License Type, Term and Renewal.** ACL licenses the Software on a subscription basis and, in limited circumstances in ACL's sole discretion, on a perpetual basis, as set out below:

   A. **Subscription License.** Software licensed on a subscription basis is licensed for the subscription term set out in the Order Form. If no subscription term is set out in the Order Form, then the subscription term is one (1) year from the date of the Order Form. Unless otherwise provided in the Order Form, your subscription for the Software will renew automatically at the end of each subscription term for a further one (1) year term unless either: (a) you provide ACL with notice of non-renewal at least thirty (30) days before the end of the then-current subscription term; or (b) ACL provides you with notice of non-renewal at least sixty (60) days before the end of the then-current subscription term.

   B. **Perpetual License.** If ACL has agreed to license the Software on a perpetual basis as set forth in the Order Form, then subject to Section 16 (Termination for Convenience) and Section 17 (Termination for Cause) of this Agreement and payment of the applicable fees, the Software license is perpetual. Not all Software is available on a perpetual license basis; certain Software is available as subscription only. See your Order Form for details.

The Software and Services contain a disabling mechanism that permits ACL to prevent you from accessing the Software and Services on the expiration or termination of your subscription.

5. **Disaster Recovery and Failover**. You may install additional copies of the Software on one or more non-production servers designated for disaster recovery or failover purposes. Such additional copies may only be run on non-production server(s) and may only be used to carry out the designated purpose associated with the non-production server(s).

6. **Staging and Testing.** You may install additional copies of the Software on one or more non-production servers designated for staging and/or testing purposes provided that you have paid the applicable fees. Such additional copies may only be run on non-production server(s) and may only be used to carry out the designated purpose associated with the non-production server(s).

7. **Back-up Copy.** You may make a reasonable number of copies of the Software for back-up and archival purposes only, provided that you reproduce all copyright and other proprietary notices that are on the original copy of the Software.

8. **Documentation.** ACL provides documentation on-line only. You are permitted to print and make a reasonable number of copies of the Software user documentation (i.e. manuals and installation guides) for your internal use in accordance with this Agreement, provided that you reproduce all copyright and other proprietary notices that are on the original copy of Software user documentation.

9. **Use by Third Parties.** ACL acknowledges and agrees that the Software may, subject to the terms of this Agreement, be used by your third-party service providers, independent contractors, consultants and outsourcers, provided that such third parties agree to comply with the terms of this Agreement and such third parties use the Software only for your benefit and business purposes. If requested by ACL, you will provide a list of any third parties that are using the Software pursuant to this section to assist ACL in managing the licensing of the Software. You will remain responsible and liable for the proper use of the Software in accordance with this Agreement by such third parties.

10. **Fees.** You will pay the applicable fees for the Software and any applicable delivery charges, taxes, customs, duties or other governmental fees, relating to the license for the Software. Fees will be invoiced by and payable in accordance with the Order Form. If any fees are more than thirty (30) days overdue, ACL may, without limiting its other rights and remedies, suspend support for and your access to and use of the Software until such amounts are paid in full. ACL will provide at least seven (7) days prior notice that fees are overdue before suspending access and will not exercise such right if you are disputing the applicable charges reasonably and in good faith and you are cooperating diligently to resolve the dispute.

11. **Beta Testing, Evaluation and Demonstration Software.** If you have acquired the Software for trial or evaluation purposes or have been provided Software for demonstration or for beta testing purposes, you are permitted to use the Software for beta testing, trial, evaluation or demonstration (i.e. non-production) purposes only for the limited time period as specified in ACL's beta testing, trial or evaluation correspondence to you. If no time period is specified, your usage is limited to a thirty (30) day period. Software and Services provided for beta testing, trial, evaluation or demonstration purposes contains an automatic disabling mechanism that prevents its use beyond the permitted beta testing, trial, evaluation or demonstration period. Access to and use of the Software and Services for beta testing, trial, evaluation or demonstration purposes is entirely at your own risk. SOFTWARE AND SERVICES PROVIDED FOR BETA-TESTING, TRIAL, EVALUATION OR DEMONSTRATION PURPOSES IS PROVIDED "AS IS", FREE OF CHARGE AND THE LIMITED WARRANTY AND INFRINGEMENT INDEMNITY SECTIONS OF THIS AGREEMENT WILL NOT APPLY.

12. **Training Course Software.** If you are granted access to the Software and Services as part of a training course, you are permitted to use the Software and Services for training (i.e. non-production) purposes only for the duration of the training course. The Software and Services contain an automatic disabling mechanism that prevents their use beyond the duration of the training course.

13. **Ownership.** The Software is licensed and not sold to you. All title, ownership rights and intellectual property rights in and to the Software, including any adaptations or copies of the Software, belong to ACL and its licensors, who are third party beneficiaries of this Agreement as it pertains to their proprietary rights. The Software and Services are protected by copyright laws and international copyright treaties and ACL may incorporate certain measures in the Software and Services to prevent their unauthorized use. You are responsible for any copyright infringement that you cause.

14. **License Restrictions.** ACL reserves all rights not expressly granted to you in this Agreement. Without limiting the generality of the foregoing, you acknowledge that the Software contains trade secrets and subject to applicable laws, you agree that you will not: (a) copy the Software, except as permitted under this Agreement; (b) modify, adapt or translate the Software, except as permitted under this Agreement; (c) de-compile, reverse engineer or disassemble the Software or otherwise attempt to reduce the Software from object code to source code or reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (d) use the Software to develop any works which are functionally compatible or competitive to the Software or create any works which are derived from the Software (using the Software to produce reports or other tasks permitted by the Software are not deemed to be works derived from the Software); (e) lease, rent, loan, sell, sub-license or distribute the Software to a third party (including, using the Software on a time-sharing basis, for service bureau purposes, or for the provision of a fee generating

service directly or indirectly to third parties) without the prior written agreement of ACL; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy or usage protection used by ACL in connection with the Software; (g) except as expressly permitted in this Agreement, assign or transfer your rights under this Agreement to a third party without the prior written agreement of ACL; (h) combine the Software with any other software (including open source software), where the combined software is subject to the GNU General Public License or any other license that requires the combined program or the Software and its source code to be made freely available; (i) enable access to the Software for a greater number of Named Users than the number of Named Users for which you have purchased licenses; (j) publicly disseminate or disclose performance information or analysis on the Software, including any results of benchmark tests run on the Software; or (k) use the Software in any manner that violates any applicable law or regulation, including, without limitation, any third party copyright or other intellectual property or proprietary right.

15. **Verification.** You acknowledge and agree that ACL may, upon reasonable notice to you and no more than once per year, request records to verify your use of the Software complies with the terms of this Agreement. If ACL, on a reasonable basis, believes that such report is not correctly disclosing information of your Software usage, ACL will conduct an audit at your business premises to verify that your use of the Software complies with this Agreement. Such audit will be carried out during business hours and in accordance with your reasonable site security requirements. If the audit shows that you are in violation of this Agreement, you will reimburse ACL for its reasonable expenses related to the audit and will pay any appropriate additional fees.

16. **Termination for Convenience.** You may terminate this Agreement and your subscription to the Software or Support, as applicable, at any time for convenience by providing written notice to ACL, however, there are no refunds of fees paid in advance and you will remain liable for any unpaid subscription fees for the remaining unexpired subscription term (if you acquired a subscription license) or Support fees for the current support term (if you acquired a perpetual license).

17. **Termination for Cause.** Either party may immediately terminate this Agreement and your subscription to the Software or Support, as applicable, if the other party: (a) is in material breach of any provision of this Agreement (such as, failure to pay the required fees for the Software); and (b) fails to either cure the breach or make substantial progress to the terminating party's reasonable satisfaction to cure the breach within thirty (30) days of receiving written notice from the terminating party. In addition, ACL may terminate this Agreement immediately if you breach any intellectual property right of ACL or its licensors in the Software (which includes, but is not limited to, breaching Section 2 (Grant of License) or any of the license restrictions set out in Section 14 (License Restrictions) of this Agreement). If ACL is terminating the license for cause, and you have acquired a subscription license, you remain liable for all unpaid fees that are payable for the entire subscription period. If you are terminating the license for cause, ACL will refund any prepaid fees calculated from the effective date of termination to the end of the subscription period (or Support term in the case of perpetual licenses for the Software), except that any refunds under Sections 19 and 20 (Limited Warranty) and Section 22 (Remedy for Infringement Claims) are handled exclusively under those sections.

18. **Effect of Expiration or Termination.** If your subscription term expires as provided in Section 4, or this Agreement is terminated (other than for cause by you) pursuant to Section 16 or 17, ACL will terminate your access to and use of the Software and Services and you must destroy the original and all copies of the Software and immediately cease any use of the Software. Within thirty (30) days following such termination, an authorized signatory of your organization will, if requested by ACL, certify in writing to ACL that the original and all copies of the Software have been destroyed or returned to ACL. The termination of this Agreement will not constitute a waiver of any fees, amounts or charges due to either party, nor will termination in any way reduce or compromise any other rights of either party pursuant to this Agreement. If you have acquired a subscription license for the Software then upon expiration or termination of your subscription, you are responsible for removing all of your data from the Software. ACL will allow you to access the Software for a period of thirty (30) days after expiration or termination to facilitate such removal. All terms that by their nature should survive termination of this Agreement will survive.

19. **Limited Warranty - Perpetual Licenses.** If you have purchased a perpetual license for the Software then ACL warrants for a period of ninety (90) days from the date you activate the Software (**"Warranty Period"**) that the Software will perform substantially in compliance with the functional specifications set out in the accompanying user documentation, provided that you administer, access and use the Software in accordance with such user documentation. ACL's sole obligation and liability for any non-compliance of the Software with this limited warranty will be, at ACL's option, to either: (i) correct such non-compliance, so that the Software meets this limited warranty; or (ii) permit you to return the non-conforming Software to ACL and receive a refund of fees paid for such Software. This limited warranty applies only to a functional non-compliance reported to ACL in writing during the Warranty Period and will be void if the non-compliance has resulted from accident, abuse or modification of the Software by or on behalf of anyone other than ACL. For clarity, this warranty applies to your original license of the Software and does not apply to upgrades to, or new versions of, the Software.

20. **Limited Warranty - Subscription Licenses.** If you have purchased a subscription license for the Software then ACL warrants that the Software will perform during the subscription term substantially in compliance with the functional specifications set out in the accompanying user documentation, provided that you administer, access and use the Software in accordance with such user documentation. ACL's sole obligation and liability for any non-compliance of the Software with this limited warranty will be, at ACL's option, to either: (i) correct such non-compliance, so that the Software meets this limited warranty; or (ii) permit you to terminate your subscription for the Software and receive a refund of any prepaid,

unused subscription fees for the remaining subscription term following the date you provided notice of the Software's non-compliance. This limited warranty applies only to a functional non-compliance reported to ACL in writing and will be void if the non-compliance has resulted from accident, abuse or modification of the Software by or on behalf of anyone other than ACL.

21. Infringement Indemnity. ACL agrees to defend any claim made against you which asserts that the Software infringes a patent, copyright or registered trademark of a third party in the United States, Canada or the European Union and will indemnify you from actual damages, reasonable costs and expenses (including reasonable legal fees) recovered in respect of such infringement, provided that: (a) you give ACL prompt notice of the claim; (b) ACL has sole control of the defense and all negotiations for its settlement or compromise (provided this does not require an admission of guilt or liability by you); and (c) you provide reasonable assistance to ACL, at ACL's expense. ACL will have no obligations to you if the infringement claim is based on or relates to: (a) your continuing use of a version of the Software which is no longer commercially released by ACL, if ACL makes available a newer version of the Software that would avoid or reduce the infringement claim; (b) use or combination of the Software with third party products not provided by ACL if such use or combination results in the infringement claim; or (c) use of the Software which is in breach of this Agreement or use which is not in accordance with the accompanying documentation for the Software.

22. Remedy for Infringement Claims. Upon notice of alleged infringement or if in ACL's opinion such a claim is likely, ACL has the right, at its option and expense, to either: (a) procure the right for you to continue using the Software; or (b) replace or modify the Software so that it provides substantially the same, or greater, functionality and performance as the infringing Software, but is no longer subject to a claim of infringement. If, in ACL's opinion, it is not commercially reasonable for ACL to provide any of the options above, your sole and exclusive remedy will be to return the infringing Software to ACL in exchange for a pro-rata refund of the fee paid by you for the infringing Software. If your license is perpetual, the pro-rata refund is calculated from the date ACL is notified of the infringement claim to the unexpired portion of the commercial life of such Software, which for the purposes of this Agreement will be deemed to be four (4) years from the date you purchased the infringing Software. If your license is a subscription, the pro-rata refund is calculated from the date ACL is notified of the infringement claim to the remainder of the current subscription term. Any refund paid will terminate the license for the affected Software. Sections 21 and 22 comprise ACL's entire obligation to you with respect to the infringement of the intellectual property and proprietary rights of others.

23. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, THE SOFTWARE IS PROVIDED "AS-IS" AND IS NOT WARRANTED TO BE ERROR-FREE, AND YOU ACCEPT THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, RELIABILITY, ACCURACY AND RESULTS OF USE OF THE SOFTWARE. EXCEPT AS OTHERWISE RESTRICTED BY LAW, ACL AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, NON-INFRINGEMENT, OR SATISFACTORY OR MERCHANTABLE QUALITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACL, ITS LICENSORS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS OR AGENTS, WILL INCREASE THE SCOPE OF THE EXPRESS WARRANTIES STATED ABOVE, OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS. ACL WILL NOT BE LIABLE FOR DAMAGES ARISING FROM THIRD PARTY SOFTWARE THAT OPERATES SEPARATELY BUT IN CONJUNCTION WITH THE SOFTWARE, AS THESE ARE LICENSED TO YOU UNDER SEPARATE AGREEMENTS. Some jurisdictions do not allow the exclusion of implied warranties, so the foregoing exclusions may not apply to you. In that event, any implied warranties are limited in duration to a ninety (90) period commencing from the date you activate the Software.

24. Mutual Limitation of Liability. THE PARTIES, AND THEIR LICENSORS AND AFFILIATES (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS) WILL NOT BE LIABLE TO EACH OTHER FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR CORRUPTION OR LOSS OF DATA OR COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF SUPPORT (AS DEFINED BELOW) BY ACL OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO ALL DIRECT DAMAGES, WITH AN AGGREGATE VALUE GREATER THAN: (I) THE FEES ACTUALLY PAID BY YOU FOR THE SUBSCRIPTION TERM DURING WHICH THE CLAIM WAS FIRST MADE, IF YOU PURCHASED A SUBSCRIPTION LICENSE; (II) THE FEES ACTUALLY PAID BY YOU FOR THE SOFTWARE, IF YOUR LICENSE IS PERPETUAL; OR (III) THE SUPPORT FEES YOU PAID TO ACL DURING THE SUPPORT TERM DURING WHICH THE CLAIM WAS FIRST MADE, IF THE CLAIM RELATES TO SUPPORT. This limitation of liability will not apply: (a) to a party's indemnification obligations under this Agreement; (b) if you breach any of ACL's intellectual property rights with respect to the Software, including, but not limited to breach of Section 14 (License Restrictions); (c) to any fees owed on termination; (d) to any gross negligence or willful misconduct of a party; or (e) to liability for death or personal injury. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so portions of this limitation and exclusion may not apply to you.

25. Notices. Any notice that either party is required or permitted to give to the other party under this Agreement will be in writing, and be delivered to ACL at the address set out at http://www.acl.com/about-acl/company-overview/contact-acl/ (Attention: Legal Department) and to you at the address provided on the Order Form. Either party may, from time to time,

change their address for notice by providing written notice of the change to the other party, which notice may be sent by fax, regular mail or email (provided that no automated or other response is received indicating non-delivery or the absence of the recipient). The delivery of notice for any other purpose will be by personal delivery, courier, registered mail or confirmed email (except that e-mail notice will not apply for notices required under the "Dispute Resolution" provision below). Delivery will be deemed effective upon receipt, if delivered personally or by courier, on five (5) business days from sending, if delivered by registered mail or upon confirmed receipt, if delivered by e-mail (provided that no automated or other response is received indicating non-delivery or the absence of the recipient).

26. **Governing Law.** If you are located in the United States, this Agreement will be governed by and construed in accordance with the laws of the State of New York, USA. If you are located in Europe, the Middle East or Africa, this Agreement will be governed by and construed in accordance with the laws of England. If you located in any other country or location, this Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada. The application of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is expressly excluded.

27. **Dispute Resolution.** This Section will apply to resolve all disputes arising out of or relating to the Software. First, the parties will attempt in good faith to resolve each controversy or claim within sixty (60) days by negotiations between senior executives of the parties who have settlement authority and who do not have direct responsibility for the administration of the matter. The disputing party will give the other party written notice of the controversy or claim in accordance with the notice provision of this Agreement. The other party will submit a response within twenty (20) days after receiving said notice. The notice and response will include a summary of the party's position, a summary of the evidence and arguments supporting its position and the name of the executive who will represent the party. The executives will meet at a mutually acceptable time and place within thirty (30) days of the disputing party's notice and thereafter as often as they deem reasonably necessary to resolve the controversy or claim. If the controversy or claim has not been resolved within sixty (60) days of the disputing party's notice, the controversy or claim will be resolved through binding arbitration. Subject to and without restriction of the rights of a party to injunctive relief or other interim measures of relief, the parties agree to resolve disputes by binding arbitration before a single arbitrator who has substantial experience in resolving intellectual property and commercial technology contract disputes. If you are located in the United States, the arbitration will be held in New York, USA and will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. If you are located in Europe, the Middle East or Africa, the arbitration will be held in London, England and the arbitration will be conducted in accordance with the LCIA (London Court of International Arbitration) Rules. If you are located in any other country or location, the arbitration will be held in Vancouver, Canada and the arbitration will be conducted in accordance with the rules of the British Columbia International Commercial Arbitration Centre. The language of arbitration will be English.

28. **Waiver and Severability.** No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. If any section of this Agreement is unenforceable, that section will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other sections of this Agreement will remain in full force.

29. **Complete Agreement.** This Agreement and the Order Form comprise the complete and exclusive statement of the agreement between the parties with respect to the license of Software and supersede any prior discussions or agreements, oral or written, between the parties with respect to this transaction. The terms of any customer purchase order or other customer ordering document will not be binding on ACL and will not be construed to modify this Agreement. If you have entered into a written agreement or addendum with respect to the Software which is signed by both you and ACL, such written agreement or addendum will take precedence over this Agreement to the extent expressly stated in such written agreement or addendum.

30. **Assignment.** ACL may assign this Agreement upon giving written notice to you, provided that any assignee agrees to be bound by all of the terms and conditions of this Agreement. ACL will not be in breach of the confidentiality provisions of this Agreement by reason of such assignment. Except as provided in this section, you may not assign your rights under this Agreement, without the prior written consent of ACL, which will not be unreasonably withheld. You may, upon giving prior written notice to ACL, assign your rights under this Agreement to: (a) a subsidiary or affiliate company; or (b) a corporate successor by merger, purchase of assets and assumption of liabilities, acquisition, reorganization, or otherwise; provided that such subsidiary, affiliate or corporate successor agrees to be bound by this Agreement, is not a competitor of ACL, you cease use of the Software, and the usage of the Software does not exceed the number of Named Users for which you have purchased licenses. This Agreement will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors and permitted assigns.

31. **Export.** The Software licensed under this Agreement may be subject to export or import laws in the United States and other countries outside of Canada. You will comply with all such applicable laws and regulations and acknowledge that you are responsible for obtaining any licenses to export, re-export, or import as may be required after delivery to you.

32. **U.S. Government End Users.** The Software qualifies as "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R.

§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

33. **Software Support – Perpetual Licenses.** Technical support services for the Software (**"Support"**) licensed on a perpetual basis may be purchased separately from ACL under the support terms set out on ACL's website at http://www.acl.com/pdfs/ACL_Support_Terms.pdf, as may be amended by ACL from time to time.

34. **Software Support – Subscriptions.** If you have acquired a subscription license, Support for the Software is included in the subscription at no additional charge. Support consists of the services set out at http://www.acl.com/services/acl-support-services/, or such URL as may be utilized by ACL for this purpose. Your access to and use of the ACL Support Center is governed by the ACL Support Center Terms of Use, a copy of which can be viewed at http://www.acl.com/pdfs/Terms-of-Use-LP-SC-Academy.pdf. Support will be provided to your employees or contractors who are authorized to use the Software. If you have purchased a subscription license for the Software from an ACL authorized distributor, some of the Support services may be provided by the distributor on terms agreed upon between you and the distributor. Support does not include the development or support of any customized applications for the Software. The provision of Support and this Agreement do not impose any obligation on ACL to release new or updated versions of the Software or prevent ACL from retiring the Software in accordance with ACL's standard end-of-life protocol. Support will not be provided if you are using the Software in a manner which breaches this Agreement.

35. **Confidentiality**. Each party may have access to information that is confidential to the other party, including, but not limited to, the Software itself, the terms and pricing of your Software or subscription plan, all code, inventions, know-how, business, technical and financial information a party obtains and all information clearly identified as confidential, and information which, given its nature or the circumstances surrounding its disclosure, should reasonably be considered to be confidential **("Confidential Information"**). Confidential Information will not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party without the use or benefit of the other party's Confidential Information. The parties each agree to hold each other's Confidential Information in confidence during the term of your subscription and for a period of two years after termination. Neither party will disclose the other party's Confidential Information to any third party or use the other party's Confidential Information for any purpose other than for the purposes of this Agreement, except as may be required by law or valid government or court order. If the receiving party is requested or required by applicable law or legal process to disclose any of the disclosing party's Confidential Information, the receiving party will provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Any such disclosure will be limited to the extent required, and will be subject to confidentiality protections to the extent reasonably practicable. Disclosures of Confidential Information that are required by applicable law or legal process will not be breaches of this Agreement. Each party further agrees to adopt reasonable security measures (such as sending information in a secure encrypted manner or masking the data) when sending the Confidential Information.

36. **Right to Monitor.** You acknowledge and agree that ACL may, from time to time, collect and use technical data and related information, including, but not limited to technical information about the Software that is gathered periodically to facilitate the provision of updates, support and other services to you related to the Software. ACL may use general, aggregated, non-personally identifiable information to improve its products or to provide services to you.

37. **Customer Data.** You retain ownership and control of, and are solely responsible for lawfully obtaining, all data, information or other material (proprietary, copyrighted or otherwise) used in connection with the Software for the accuracy, quality, integrity, completeness, legality, reliability, appropriateness and intellectual property ownership of or right to use all such data. You represent and warrant that you are in compliance with and will comply with all applicable privacy and data protection laws and regulations with respect to any such data used in connection with the Software and your use of the Software. You will indemnify, defend and hold ACL harmless from any claims, losses and causes of action arising out of or related to your breach of this section.

38. **Customer List.** You agree that ACL may include your name in ACL's published customer list, which may be provided to other potential customers of ACL and/or its affiliates or distributors. ACL will remove you from this list if you notify ACL in writing that you wish to be removed.

39. **Updates.** ACL may, from time to time, update this Agreement. Subject to the "Complete Agreement" clause above, the version of the Agreement that applies to you is the version that you agreed to when you installed the Software you are currently using.

Version: Feb 20-15

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