Last revised: May 26, 2026

PLEASE READ THE FOLLOWING CAREFULLY. YOUR USE OF THIS WEBSITE AND ANY SUB-DOMAINS OF THIS WEBSITE (COLLECTIVELY REFERRED TO AS THE "**WEBSITE**") IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS OF USE (THE "**AGREEMENT**") WITHOUT MODIFICATION. BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU HAVE NOT READ THIS AGREEMENT, DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THIS AGREEMENT, OR ARE NOT ABLE TO CONSENT TO BE BOUND BY THIS AGREEMENT (E.G., IF YOU ARE NOT OLD ENOUGH TO ENTER INTO A BINDING LEGAL CONTRACT, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE ENTITY ON WHOSE BEHALF YOU ACCESS THE WEBSITE), THEN YOU ARE NOT PERMITTED TO USE THE WEBSITE.

YOU FORM AN AGREEMENT WITH US EACH TIME YOU ACCESS OR USE THE WEBSITE. TAKE NOTE THAT PURSUANT TO SECTION 1(C) BELOW, WE CAN MODIFY THE TERMS OF THIS AGREEMENT AT ANY TIME; THEREFORE, IT IS YOUR RESPONSIBILITY TO READ THIS AGREEMENT EACH TIME YOU ACCESS OR USE THE WEBSITE.

1. **General**

    a. Parties.

This Agreement is between ***Ediwise, a division of Perseus Group Software Corp.*** (**"Company," "us," "our,"** or **"we"**) and either (i) the User (as hereinafter defined), or (ii) if the User is acting as an authorized representative of a legal entity, then that legal entity (in either case, the "**you**" or "**your**"), and applies to your access to, and use of, the Website, so please read it carefully. This Agreement does not alter in any way the terms or conditions of any other agreement you may have with the Company or its Affiliates for services, products or otherwise.

    b. Definitions

        i. "**Affiliate**" means any entity that now or hereafter (A) directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with Company, and (B), for Company, is under common management with a given party.

        ii. "**Personal Information**" means any information that identifies or relates to an individual or can be used in conjunction with other information to identify an individual, whether such information is explicitly regulated by applicable law or otherwise.

iii. "**Service Provider(s)**" means third-party service providers, vendors, and contractors who provide services to us or on our behalf in support of the Website and our rights under this Agreement.

iv. "**User**" means anyone who accesses the Website.

c. Changes to Agreement and Website by Company

i. We reserve the right to change or modify this Agreement and the Website, at any time. If we decide to change the Agreement, we will post a new version on the Website and update the date. The changes will apply to all access to and use of the Website by you thereafter. Any changes or modifications will be effective immediately upon posting of the revisions on the Website, and you waive any right you may have to receive specific notice of such changes or modifications. As previously stated, it is your responsibility to read this Agreement each time you access or use the Website. Notwithstanding the foregoing, any changes to the dispute resolution or law and venue provisions set out in Section 14 "Dispute Resolution" and Section 15(a) "Applicable Law and Venue," respectively, shall not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

ii. YOUR USE OF THE WEBSITE FOLLOWING THE POSTING OF CHANGES OR MODIFICATIONS TO THE AGREEMENT WILL CONSTITUTE YOUR ACCEPTANCE OF THE REVISED AGREEMENT. IF YOU DO NOT AGREE TO THE AMENDED TERMS, YOU MUST IMMEDIATELY STOP USING THE WEBSITE.

iii. The specific features and functionality of the Website are dynamic and may change from time to time. We reserve complete and sole discretion with respect to the operation of the Website. We also reserve the right to withdraw, suspend, or discontinue any functionality or feature of the Website at any time.

iv. Use of the Website by Minors. The Website is not intended or authorized for use by persons under the age of eighteen (18). If we believe that you are under the age of eighteen (18) or that you are not old enough to consent to and be legally bound by this Agreement, we may, at any time, in our sole discretion, and with or without notice: (i) terminate your access to or use of the Website (or any portion,

aspect, or feature thereof), or (ii) delete any content or information that you have posted through the Website.

2. **Privacy**

a. Generally.

We believe strongly in providing you notice of how we collect and use your data collected from the Website, which includes Personal Information. Our Privacy Policy, located at ediwise.com/privacy, describes how we will collect, use, share, or otherwise process the Personal Information we will collect from you and further provides any opt-out mechanisms available to you. You hereby acknowledge that you have read our Privacy Policy and give your consent for us to collect, use, share, or otherwise process your Personal Information in accordance with our Privacy Policy. Please note that per the terms of the Privacy Policy, the Privacy Policy may be changed from time to time and is effective immediately upon posting such changes to the Website.

b. Consent to be Contacted via Phone, Email, Text, or Mail.

i. By filling out any forms on the Website, providing information to us, or making any inquiry to us, you acknowledge that we have an established business relationship, and you give your express consent for us or our Service Providers to contact you, on our behalf, by phone, mobile phone, email, mail, or text.

ii. By agreeing to receive SMS marketing communication on the SMS opt-in form, you expressly consent to receive marketing text messages from the us or one of our Service Providers at the mobile number you provide. You may opt-out of SMS marketing communication by replying STOP to any text message from us or one of our Service Providers. Consent to SMS marketing communications is not required to access the Website as a User. No purchase is required in order to receive marketing messages. Messaging and data rates may apply.

c. Consent to Share Personal Information with Affiliates.

By accessing and using this Website, you provide your consent for us to share your Personal Information you provide to us through the Website with our Affiliates for various purposes as specifically identified in the Privacy Policy. Take note that the Privacy Policy provides notice of additional instances where we share or otherwise disclose your Personal Information to third parties.

3. **Technical Requirements**

Use of the Website requires Internet access through your computer or mobile device. You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of this Agreement. You are responsible for all charges for Internet or mobile access resulting from your use of the Website, including from any notifications provided by the Website. The Company does not warrant that the Website will be compatible with all devices or will be supported by all mobile carriers. You may be required to have JavaScript, cookies, or other technologies enabled to use certain features of the Website; if you do not have or do not implement or enable these technologies, certain features of the Website may not be functional for you.

4. **Proprietary Rights**

The content, structure, "look and feel," and all other elements of the Website, including text, graphics, images, logos, button icons, software and other material, are either owned or licensed by the Company and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws of Canada, the United States, and other jurisdictions. You may not sell, license, distribute, copy, publish, publicly perform or display, modify, adapt, translate, or create derivative works from, or otherwise make unauthorized use of, the Website or any portion thereof without the express prior written consent of the Company. The Company reserves all rights not expressly granted in this Agreement. You shall not acquire any right, title or interest to the Website or any portion thereof, whether by implication, estoppel, or otherwise, except for the limited rights set forth in this Agreement. You acknowledge that the Company will aggressively enforce intellectual property rights with respect to the Website to the fullest extent of the law.

5. **Use Rights and Restrictions**

a. Permitted Use.

Subject to the terms of this Agreement, we granted a limited, personal, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable license to access and use the Website and all materials available on or through the Website ("Website Materials") solely for your own personal use in accordance with the license scope and use restrictions specified in this Agreement and any other applicable agreement between you and us.

b. Restrictions.

i. You may not use the Website or any Website Materials for your own commercial purposes.

ii. You agree not to use the Website or Website Materials for any unintended purpose, for any unlawful purpose, or in any way that might harm, damage, or disparage any other party, including the Company, its Affiliates, and all of its suppliers.

iii. Without limiting the preceding sub-sections (i) and (ii), you agree that you will not do, or attempt to do, any of the following, unless expressly authorized by us to do so: (A) alter or modify the Website, or make any electronic reproduction, adaptation, distribution, performance, or display of the Website, or any portion thereof, except to the extent permitted by the intent and functionality of the Website or as required for the limited purpose of reviewing material on or interacting with the Website for the intended purpose of the Website; (B) sell, rent, lease, transfer, distribute, or assign to any third party any rights to the Website or related materials; (C) remove or modify any proprietary notice or labels on the Website, or related materials, including author attribution and copyright notices, or use any of our trademarks as meta-tags on any other website or application; (D) use the Website for comparative or competitive research purposes; (E) copy, modify, or erase any information contained on computer servers used or controlled by us or any third party except to the extent permitted by the intent and functionality of the Website; (F) use the Website to violate any legal right of Company or any third party, including any publicity or privacy right, copyright, or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable; (G) access or use any password-protected, secure, or non-public areas of the Website, or access data on the Website, not intended for you, except as specifically authorized in writing by us; (H) impersonate or misrepresent your affiliation with any person or entity, including the Company, or allow a third party to use your identification or to pretend to be you; (I) use any automated means (including screen and database scraping, spiders, robots, crawlers, bypassing “captcha” or similar precautions, and any other automated activity with the purpose of obtaining

information from the Website) to access or use the Website, or display the Website, or portions thereof (e.g., deep linking, framing, scraping, etc.), without our express written permission; (J) attempt to or actually disrupt, impair, or interfere with the Website or any information, data, or materials posted or displayed by us; (K) attempt to probe, scan, or test the vulnerability of the Website or breach any implemented security or authentication measures, regardless of your motives or intent; (L) attempt to interfere with or disrupt access to or use of the Website by any User, processor, host, or network, including, without limitation, by submitting a virus, worm, Trojan horse, or other malicious code; (M) post any content to the Website that: (1) includes any profane, obscene, defamatory, discriminatory, threatening, menacing, harassing, or violent content; (2) depicts or suggests nudity or sexual acts; (3) promotes hatred, including against members of a protected group under federal, state, or local law (such as, for example, a group defined by race, gender, or national origin); (4) is objectively shocking or disgusting; (5) depicts or suggests presently occurring illegal activity; (6) includes unlicensed proprietary content of a third party, including, e.g., third-party content protected by copyright or trademark for which you do not have a license; (7) breaches any duty of confidentiality you may have to a third party (e.g., discloses private information about a third party without consent); or (8) is contrary to the Company's mission; or (N) use the Website in any manner whatsoever that could lead to a violation of any federal, state, or local laws, rules, or regulations.

iv. The User may provide links to the Website provided that portions of the Website are not removed or obscured, the link is to a website that does not engage in illegal or pornographic activities, and the link is immediately discontinued upon request by Company.

6. **Analytics and Submissions**

a. Consent to Use User Data.

We shall have exclusive rights and ownership to all data or statistics derived or accumulated by the Website or its employees, agents or consultants as a result of your activities on the Website (collectively, the "**Data**"). We shall be entitled to use such Data for any commercial or other purpose whatsoever, without compensation to you, your heirs, successors or assigns. Additionally, you grant us a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, fully paid up and royalty-free right to prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any Data derived from your use of the Website, including, but not limited to, any user generated content, ideas, concepts, techniques and/or data to the services, without any further consent, notice and/or compensation to you or to any third parties.

b. Rights to User Materials.

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding the Company or the Site provided by you to us in the form of postings on the Website, e-mail, or other communications or submissions are unsolicited and non-confidential. The Company will own exclusive rights, including all intellectual property rights, in and to such submissions, and we will be entitled to the unrestricted use of such submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

7. **Third Party Content and Service Providers**

a. Third Party Content.

The Website may contain or display various materials and content from third parties, including advertising and promotional content ("Third Party Content"). The mere display on or through the Website of such Third Party Content does not in any way imply, suggest, or constitute any sponsorship, endorsement, or approval by us of any third party or any affiliation between any such third party and us. Furthermore, in using and accessing the Website, you agree that we are not in any way responsible for the timeliness, completeness, or accuracy of Third Party Content. Our display of specific Third Party Content does not suggest a recommendation by us of the third party or any products or services offered by the third party. Your interaction with any third party accessed through the Website (whether online or offline) is at your own risk, and we will not have any liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third party or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third party. The

Website may also contain references or links to third-party properties, such as websites and other online services, not controlled by us. Such references and links are provided solely as a convenience to you and such references and links should not be considered endorsements or recommendations of such third-party properties. You acknowledge and agree that we are not responsible for any aspect of the information or content contained in any third-party properties. You agree that we are not responsible for any injury, harm, damages, or negative experience you may encounter by accessing, visiting, or using such third-party properties. If you access, visit, or use any third-party properties referred to on the Website, you do so at your own risk. For the avoidance of doubt, this Agreement applies solely to the Website and does not apply to any third-party website that may be accessed via third party links on the Website. We encourage you to review the third-party agreements and privacy policies of any third party website you choose to access, as their agreements may differ from ours.

b. Service Providers.

We may use the services of Service Providers, for example to analyze your interaction with the Website. By using our Website, in addition to the rights granted in Section 2(b) of this Agreement, you grant us all necessary rights and consents under applicable laws to disclose to our third party service providers – or allow such third party service providers to collect, use, retain, and disclose – any of your Personal Information, including data that we may collect directly from you using cookies or other similar means, for purposes of providing the Website to you.

8. **Warranties and Disclaimers**

a. Your Warranties.

You represent, warrant, and covenant the following:

i. If you are accessing or using the Website on behalf of any business, organization, or other entity of any kind, that you are authorized (1) to accept these terms on its behalf and (2) to bind such business, organization, or entity to this Agreement.

ii. That you are eighteen (18) years of age or older.

iii. That you can and will comply with the terms of this Agreement.

iv. That you are not already restricted by Company or its Affiliates from (1) using the Website, or (2) using the Company's or its Affiliate's products or services.

v. That you will not act dishonestly or unprofessionally in your use of the Website.

b. Availability of the Website.

You acknowledge and agree that it is not possible to operate the Website with 100% guaranteed uptime. We will make reasonable efforts to keep the Website operational. However, certain technical difficulties, routine site maintenance and upgrades, and other events may, from time to time, result in interruptions to or outages of the Website. In addition, we reserve the right at any time, and from time to time, to modify or discontinue (on a temporary or permanent basis) certain functions of the Website, with or without notice. You agree that the Company shall not be liable to you or to any third party for any direct or indirect consequence of any modification, suspension, discontinuance of, or interruption to the Website.

c. Disclaimers.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ACCESS TO AND USE OF THE WEBSITE AND WEBSITE MATERIALS ARE AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE WEBSITE (INCLUDING ALL WEBSITE MATERIALS, USER CONTENT, AND THIRD-PARTY CONTENT) ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY, ITS AFFILIATES, AND ALL OF ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING (i) THE WEBSITE; (ii) ANY LINKS, INFORMATION, AND MATERIALS ON THE WEBSITE (INCLUDING WEBSITE MATERIALS, USER CONTENT AND THIRD PARTY CONTENT); AND (iii) ANY PRODUCTS OFFERED THROUGH THE WEBSITE, OR ANY PORTION THEREOF, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, OR PRODUCTS DISPLAYED ON OR OFFERED THROUGH THE WEBSITE ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. THE COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, OR PHOTOGRAPHY. THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT YOUR ACCESS TO AND USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE WILL BE SECURE. IN NO EVENT SHALL ANY THIRD PARTY THAT MAY HOST THE WEBSITE ON BEHALF OF THE COMPANY BE LIABLE TO YOU FOR ANY OF THE PRODUCTS, CONTENT

OR INFORMATION PROVIDED THROUGH THE WEBSITE OR OTHERWISE PROVIDED BY OR ON BEHALF OF COMPANY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. **Limitation of Liability**

a. Generally.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY, ITS AFFILIATES, OR ANY OF ITS PARTNERS, SUPPLIERS, ADVERTISERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES BE LIABLE TO YOU (INCLUDING ANY OF YOUR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) FOR ANY AMOUNT IN EXCESS OF ONE THOUSAND DOLLARS ($1,000) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, EQUITY, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF USE OF MONEY OR USE OF PRODUCTS, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH (i) THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE USE THEREOF BY YOU TO PROVIDE US WITH ANY INFORMATION, WHETHER PERSONAL INFORMATION OR OTHERWISE; (ii) ANY LINKS, INFORMATION, AND MATERIALS ON THE WEBSITE (INCLUDING WEBSITE MATERIALS, USER CONTENT AND THIRD PARTY CONTENT); AND (iii) ANY PRODUCTS OFFERED THROUGH THE WEBSITE, OR ANY PORTION THEREOF, EVEN IF ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

b. Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

10. **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, ITS AFFILIATES, AND ITS DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS,

CONTRACTORS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE FEES AND DISBURSEMENTS OF COUNSEL AND COURT COSTS), JUDGMENTS, SETTLEMENTS, AND PENALTIES OF EVERY KIND ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT AND ANY ACTIVITY RELATED TO YOUR USE OF (a) THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE USE THEREOF BY YOU TO PROVIDE US WITH ANY INFORMATION, WHETHER PERSONAL INFORMATION OR OTHERWISE; (b) ANY LINKS, INFORMATION, AND MATERIALS ON THE WEBSITE (INCLUDING WEBSITE MATERIALS, USER CONTENT AND THIRD PARTY CONTENT); AND (c) ANY PRODUCTS OFFERED THROUGH THE WEBSITE, OR ANY PORTION THEREOF.

11. **Termination**

a. Term.

The terms of this Agreement are in effect for as long as you use the Website.

b. Termination.

You agree that we may, in our sole discretion and without prior notice, terminate your access to or use of the Website at any time and for any reason, with or without cause. This right is in addition to any other remedies we may have at law or in equity. You consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances, without the need for a bond. You agree that we will not be liable to you or to any third party for termination of your access to, or use of, the Website as a result of any breach of the Agreement or for any reason at all.

c. Effect of Termination and Expiration.

The following sections shall survive any termination or expiration of this Agreement: Section 2 (Privacy), Section 4 (Proprietary Rights), Section 5(b) (Use Rights and Restrictions – Restrictions), Section 6 (Analytics and Submissions), Section 9 (Limitation of Liability), Section 10 (Indemnification), Section 14 (Dispute Resolution), and Section 15(a) (Miscellaneous – Applicable Law and Venue), or any other section that should be reasonably expected to survive termination or expiration.

12. **Copyright Infringement**

We take copyright violations very seriously. We may remove material from the Website that appears in our sole discretion to infringe upon the copyright or other intellectual property rights of others, and we may terminate the access rights of any infringer. If you believe a work protected by a copyright you own has been posted on the Website without

authorization, or has been mistakenly removed, you may notify our copyright agent as provided below, and provide the following information: (a) a physical or electronic signature of the person authorized to act on behalf of the copyright owner; (b) identification of the copyrighted work or works claimed to have been infringed, or mistakenly removed; (c) a detailed description of the material you claim is infringing, or has been mistakenly removed, together with information sufficient to enable us to locate it, including the URL where the infringing material appears; (d) your name, mailing address, telephone number, and e-mail address; (e) a statement by you that you believe in good faith that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent or the law, or has been mistakenly removed; and (f) a statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed. To notify us of claimed copyright infringement, or to file a counter-notice in response to a takedown, please contact us at the contact information available on the Website.

13. **International Use**

The servers and the operations of the Company are located primarily in the United States and Canada, and the policies and procedures of the Company are based primarily on United States and Canadian law. Because of this, the following provisions apply specifically to Users located outside of the United States and Canada: (a) you acknowledge and agree that the data protection and other laws of the United States, Canada, and other countries might not be as comprehensive as those in your country, and you nevertheless consent to the transfer, storage, and processing of your information (including submissions and Personal Information) to and in the United States, Canada, and/or other countries; and (b) you agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Website. The Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject the Company to any registration requirement within such jurisdiction or country.

14. **Dispute Resolution**

a. <u>Process</u>.

We intend to resolve any and all disputes that may arise between us and Users in a cost-effective and non-disruptive manner, preferably without the time and expense of litigation. Toward this end, you agree to the following dispute resolution procedure. If you are unable to resolve any dispute in the ordinary course of business, you shall send a written notice to

us in which you outline the issues in dispute, enclose any relevant documents, and state the requested relief. We shall respond promptly with responsive information from its perspective. You and the Company shall communicate promptly following the delivery of the response, and as often as you and the Company mutually deem necessary or desirable thereafter, in an attempt to resolve the matter.

b. Class Action Waiver.

You and the Company agree that any proceedings to resolve or litigate any dispute, whether through a court of law or alternative dispute resolution, shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, private attorney general action, or similar action.

c. Waiver of Jury Trial.

THE PARTIES UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, BOTH PARTIES ARE GIVING UP A RIGHT TO A JURY TRIAL.

15. **Miscellaneous**

a. Applicable Law and Venue.

This Agreement and any action related to this Agreement will be governed by the laws of (i) the province of Ontario and the laws of Canada applicable therein if User is located in Canada, or (ii) the State of Maryland and the federal laws of the United States applicable in that state if User is located in the United States, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree and consent that jurisdiction, proper venue, and the most convenient forums for all claims, actions, and proceedings of any kind relating to the Website or this Agreement will be exclusively in (A) the courts of Ontario and the Federal Court of Canada if User is located in Canada, (B) the state and federal courts of Maryland if User is located in the United States, or (C) any other judicial district or jurisdiction as Company may determine in any and all actions, disputes, or controversies relating hereto (with appeals to appropriate court).

b. Entire Agreement.

This Agreement (including all rules, policies, terms, and conditions incorporated herein by reference) constitutes the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior agreements, negotiations, or other communications between you and us, whether oral or written, with respect to the subject matter hereof.

c. Severability.

In the event that any provision of this Agreement is held to be invalid, void, or unenforceable, then: (i) such provision shall be deemed reformed to the extent strictly necessary to render such provision valid and enforceable, or if not capable of such reformation, shall be deemed severed from this Agreement; and (ii) the validity and enforceability of all of the other provisions hereof shall in no way be affected or impaired thereby.

d. Waiver.

No failure or delay in enforcing any provision, exercising any option, or requiring performance shall be construed to be a waiver of that or any other right in connection with this Agreement.

e. Assignment.

You may not assign, by operation of law or otherwise, any rights or delegate any duties under this Agreement to any third party, including in connection with a merger or change of control, without prior written consent by us. Any purported assignment lacking such consent will be void at its inception. We may assign all or part of its rights and/or delegate all or part of our duties under this Agreement to any party, at any time, and in our sole discretion.

f. Third Party Beneficiaries.

This Agreement is intended for the benefit of you and the Company and you and the Company's respective permitted successors and assigns. This Agreement is not for the benefit or detriment of, nor may any provision hereof be enforced by or against, any other person or entity, including but not limited to any third party that may host the Website on behalf of the Company.

g. Export Compliance.

The Website, and derivatives thereof, may be subject to export laws and regulations. User represents that it is not restricted or prohibited from doing business in the United States of America, Canada, United Kingdom, or European Union, or with any persons or entities therefrom. User shall not provide access or use of the Website to any third party located in any country which has been embargoed by the United States of America, Canada, United Kingdom, European Union, or United Nations, or in violation of any other applicable embargo, export law, or regulation. In the event that User is in breach of this Section 15(g), whether such a breach arises from current or future restrictions, prohibitions, or embargos, User shall no longer access or use the Website.

h. Contact Us.

To ask questions, or comment about this Agreement or the Website, please email us at support@ediwise.com or write us at the address below. To the extent written notice is required by any section of the Agreement, please send to the following address:

Ediwise, a division of Perseus Group Software Corp.

Attn: General Counsel

8133 Warden Avenue,

7th Floor, Markham, Ontario L6G 1B3