

TASKE Technology  
End User License Agreement (EULA)

Important, please read carefully: By accessing and using the TASKE Technology Inc. ("TASKE") Services, You agree to be bound by this End User License Agreement ("Agreement") which is a legal contract between You as licensee ("You" or "Your" means both the individual or individuals obtaining or installing the Software and any entity on whose behalf such individual or individuals are acting), and TASKE. It contains exclusions of warranties and limitations of liability. "Services" means and includes any and all TASKE products and services made available to Customer from TASKE (including without limitation any TASKE Cloud services, onboarding and online services, tools, training, support, documentation, or software).

If You are accepting this Agreement and using the Services on behalf of a company, organization, or other legal entity, You represent and warrant that You are authorized to do so and have the authority to bind such entity to this Agreement, in which case the words "You" and "Your" and "Customer" shall refer to such entity.

This Agreement may be modified by TASKE from time to time in its sole discretion with or without notice to You. Any modifications shall be effective upon re-posting of this Agreement by TASKE. Any use or access of the Services after such change has been made, will constitute acceptance to the modified terms.

#### 1. Users

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

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

#### 2. Term

This Agreement will remain in full force and effect for so long as You are using the Services. In the event Customer fails to pay fees when due, TASKE may upon 15 day's written notice terminate Customer's access to and use of the Services. In the event of a material breach of this Agreement by Customer (other than nonpayment of fees), TASKE may immediately suspend Customer's access to and terminate Customer's right to use the Services. After this Agreement is terminated or expires, the following provisions of this Agreement will remain in effect: Sections 1.B, 2, 4, 7-12, and any other Section that by its nature survives termination.

#### 3. Availability of Services

TASKE will attempt to provide continuous availability to the Services. In the event that it is unable to

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

#### 4. Ownership

The Services contain the copyrighted material, trademarks, patents, trade secrets, and other proprietary information ("Intellectual Property") of TASKE and its suppliers and licensors. TASKE and its suppliers and licensors own and retain all proprietary rights in and to the Services. Customer is not permitted to resell, assign, sublicense the rights under this Agreement or the Services in whole or in part. Customer shall not decompile, disassemble, reverse engineer (except to the extent permitted otherwise by applicable laws), reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Services. No title or ownership of any rights are transferred to Customer under this Agreement. TASKE and its applicable third-party suppliers and partners hereby reserve all rights in and to the Services. Except for the express license rights granted herein, no other licenses implied or otherwise are granted to Customer.

#### 5. Use of Services

You must use the Services in a manner consistent with any and all applicable laws and regulations. TASKE and its suppliers use reasonable efforts to protect the confidentiality of Content You provide. TASKE cannot guarantee that unauthorized third parties will never be able to defeat those measures to access Content for improper purposes. Customer acknowledges that there are risks inherent in internet connectivity that could result in the loss of Customer's privacy, confidential information and property. Customer also acknowledges that Customer is under no obligation to provide to TASKE Customer's confidential information in order to use the Service. The TASKE Privacy Notice (<http://TASKE.com/privacy-policy>) as amended from time to time, is hereby incorporated by reference into this Agreement.

Please contact us ([support@taske.com](mailto:support@taske.com)) with any questions regarding this Agreement.

#### 6. Disclaimer.

THE SERVICES ARE PROVIDED "AS IS," AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. TASKE (INCLUDING ITS RESPECTIVE THIRD PARTY SUPPLIERS AND PARTNERS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TASKE and its suppliers and licensors do not guarantee and do not promise any specific results from the use of the Services. The Services are intended as a data presentation and reporting tool and Customer's use of, and reliance upon, the Output is Customer's sole responsibility, with Customer assuming all associated risks.

#### 7. Limitation of Liability.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, You assume the entire risk as to the results and performance of the Services. IN NO EVENT AND under no circumstances and under no legal theory, whether in tort (including negligence), contract or otherwise, shall TASKE or its

agents, licensors, suppliers or representatives have any liability to You or any other person or entity for any indirect, incidental, special, EXEMPLARY, consequential or other damages OF ANY KIND OR NATURE whatsoever, including but not limited to loss of good will, loss of data, LOSS OF PROFIT, LOSS OF REVENUE, work stoppage, computer failure or malfunction, or any and all other commercial or economic damages or losses, even if TASKE has been advised of the possibility of such damages OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THIS SECTION SHALL SURVIVE AND APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR THE FAILURE OF ESSENTIAL PURPOSE OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL RESTRICT TASKE'S LIABILITY IN A MANNER WHICH IS EXPRESSLY PROHIBITED BY APPLICABLE STATUTE OR REGULATION. YOU AGREE THAT TASKE'S AND ITS AGENTS', LICENSORS', SUPPLIERS' AND REPRESENTATIVES' LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND IRRESPECTIVE OF FAULT OR NEGLIGENCE, SHALL IN NO EVENT NOT UNDER ANY CIRCUMSTANCES EXCEED THE AGGREGATE AMOUNT OF SUBSCRIPTION PAYMENTS MADE TO TASKE BY YOU UNDER THIS AGREEMENT IN THE PRECEDING THREE (3) MONTH PERIOD.

#### 8. Export Controls.

The Services are subject to United States export controls. The Services may not be exported or re-exported (i) into the territory of (or to a national or resident of) Cuba, North Korea, Iran, Syria, Sudan, or any other Country to which the U.S. has embargoed goods or services; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing and using the Services, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

#### 9. Electronic communications.

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

#### 10. Indemnity.

You agree to indemnify and hold TASKE, its subsidiaries, affiliates, officers, agents, licensors, and other partners and employees, harmless from, any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of Your use of the Services in violation of this Agreement. TASKE will indemnify, defend and hold harmless Customer from and against all claims, suits, demands, actions, liabilities, losses, costs, damages, and expenses, including without limitation reasonable attorneys' fees and expenses ("Losses"), brought by a third party based on an allegation that the Services infringe any registered U.S. copyright, U.S. patent or U.S. trademark. Customer shall provide TASKE with: (i) prompt written notice of such claim; (ii) control over the defense and settlement of such claim; and (iii) proper and full information and assistance to settle and/or defend any such claim. The foregoing provisions of this Section state the entire liability of TASKE, and the sole remedy of Customer, with respect to any actual or alleged third party claim of infringement or misappropriation of intellectual property.

#### 11. Other.

This Agreement contains the entire agreement between You and TASKE regarding the use of the Services and supersedes and replaces all prior or contemporaneous understandings, representations,

communications, or agreements, written or oral, including any additional or contrary terms contained in any Customer purchase order or other procurement document whether presented contemporaneously or after Customer has agreed to be bound by this Agreement regardless of any signature by TASKE on any Customer purchase order or procurement document. Customer may not assign all or any part of its rights or obligations hereunder without the consent of TASKE. Notwithstanding any other provisions herein, no party will be deemed as a third-party beneficiary to this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect. The failure of TASKE to exercise or enforce any right or provision herein shall not operate as a waiver of such right or provision. Except for payment obligations, neither Party shall be liable to the other Party or deemed to be in default for any delay or failure in performance of any obligation under the Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of the public enemy, acts of terrorism, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements or any other cause beyond the reasonable control of such Party. The section titles in this Agreement are for convenience only and have no legal or contractual effect. You are responsible for all taxes, other than taxes levied on TASKE's income. Services fees do not include any applicable taxes. If TASKE is required to pay any sales, use, goods & services, value added, or other taxes in relation to Your purchase, those taxes will be billed to and paid by You.

#### 12. Governing Law

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

#### 13. Publicity

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

#### 14. Support

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