

## PLATFORM GROUP LIMITED GENERAL TERMS OF SERVICE

### 1. General.

- (a) **Description.** The Terms of Service sets forth the terms and conditions that govern the provision and use of the Services described in the Order Form for such Services.
- (b) **Definitions.** Capitalized terms used herein are defined in Section 21 or elsewhere herein.
- (c) **Scope.** Each Order Form sets out the Services to be provided as of the Effective Date by Platform Group to the Customer. Additional Services that are offered as add-ons after the Effective Date may only be added pursuant to an amendment to the Order Form as provided for therein and may be subject to additional fees and restrictions.
- (d) **Content of these Terms of Service.** These Terms of Service will be subject to and incorporate by reference the provisions of the corresponding Order Form.

### 2. Fees and Payments.

- (a) **Payments.** The Customer will pay Platform Group the Fees in accordance with the applicable Order Form. Unless otherwise provided therein, all Fees will be payable within thirty (30) days of receipt of such invoice. All Fees will be payable in U.S. dollars, unless otherwise provided in the applicable Order Form.
- (b) **Late Payment.** All Fees not paid when due shall accrue interest at 12% per annum or at the maximum rate allowed under applicable law, if such rate is lower, and may result in suspension of the Customer's ability to access the Service until payment is made.
- (c) **Taxes.** All Fees for the Services or any Fees related to the Services are exclusive of sales, use, withholding, and value added taxes ("**Taxes**") that are eligible on the provision of any such Services and the Customer will be required to pay all such Taxes in addition to the Fees. If the Customer is required by applicable Law to withhold any Taxes in connection with amounts due hereunder, the Customer will notify Platform Group thereof and promptly pay Platform Group any additional amounts such that the net amount that Platform Group receives, after any withholding, equals the amount that would have otherwise been due prior thereto. The Customer will provide Platform Group with documentation substantiating such payments and, upon Platform Group's request, any other information or documentation reasonably requested by Platform Group to assess and comply with its tax obligations under applicable Law. If Platform Group is required to remit any Taxes on behalf of the Customer, the Customer will reimburse Platform Group upon notice thereof. The Customer will provide Platform Group with any applicable tax exemption certificates prior to such reimbursement.
- (d) **Expenses.** The Customer will reimburse Platform Group for all Expenses incurred by Platform Group, as described in the applicable Order Form.

(e) **Past Due Amounts.** All past due Fees will be payable by the Customer to Platform Group in accordance with the terms of the Order Form. The Customer is responsible, and will indemnify Platform Group, for all costs and fees incurred by Platform Group in collecting unpaid Fees, including collection fees and attorney's fees and court costs. The Customer will make all payments without asserting any right of withholding, deduction, or set-off. All Fees are non-refundable unless otherwise expressly provided herein.

### 3. **Access to the Irwin Platform.**

(a) **Access to the Irwin Platform.** Subject to Customer's and each Permitted User's compliance with this Agreement (including payment of applicable Fees in full), Platform Group will use commercially reasonable efforts to make available the Irwin Platform to the Customer and its Permitted Users for use expressly as permitted herein and in the applicable Order Form. Except as otherwise expressly provided for in an applicable Order Form, the Customer and its Permitted Users may access and use the Services solely for the Customer's internal business purposes in the manner permitted in the applicable Order Form.

(b) **Unauthorized Access.** The Customer will implement, enforce, monitor, and maintain security measures to prevent unauthorized access to or use of any Services or Derived Content, and will notify Platform Group promptly of any such unauthorized access or use. The Customer will be fully responsible for any such unauthorized access or use. The Customer will cooperate with Platform Group to remedy any such unauthorized use to Platform Group's reasonable satisfaction and, at the request of Platform Group, will pay Platform Group, as minimum compensation and not as liquidated damages or a penalty, all fees that would have been attributable to such unauthorized user if such Person were a Permitted User.

(c) **Use Restrictions.** Except as expressly permitted herein or in an applicable Order Form, the Customer and its Permitted Users will not (directly or indirectly, knowingly or unknowingly): (i) sell, publish, transmit, distribute, encumber, rent, lease or otherwise permit any Person to access or use (other than a Permitted User) any Services (including any Data or Reports) or Derived Content in any manner; (ii) alter, remove, obscure, or fail to reproduce any rights notices contained in the Services (including any Data or Reports) or required herein or in the applicable Order Form; (iii) use the Services (including any Data or Reports), any Derived Content or information obtained from the Database to create or update the Customer's own internal database or to modify any database or any service or product related to data or that could be competitive with or a substitute for any portion of the Services; or (iv) use Data to create investor profiles for external distribution or in a manner other than in accordance with the use restrictions set out herein or the applicable Order Form for the Services. Additionally, the Customer and its Permitted Users will not (directly or indirectly, knowingly or unknowingly): (A) reverse engineer, decompile, decrypt, disassemble, modify, copy, display, translate, or create derivative works based on, or circumvent or disable any security or technological measures of, any Services (including any Data or Reports) or Derived Content; (B) print, download, or export any Data other than as permitted by any licensed features of the applicable Services; or in any manner that exceeds any limitations set forth in the applicable Order Form; or (C) create a "local" copy of any portion of the Database on any computer, system or otherwise, or take screen shots of or otherwise detail the appearance or functionality of any of the Services to or for any competitor of Platform Group.

(d) **Derived Content.** Notwithstanding anything herein to the contrary, the Customer is permitted to prepare Derived Content from the Reports provided pursuant to the Services, and subject to the restrictions contained herein and in the applicable Order Form hereto. The Customer may use portions of the Data for its internal use, including but not limited to sharing such Derived Content with: the Customer's executive level employees who are subject to confidentiality obligations no less restrictive than those contained herein and in the applicable Order Form hereto; and outside attorneys, accountants, consultants, and advisors who have agreed to keep such derivative works in confidence and are subject to confidentiality obligations no less restrictive than those contained herein and in the applicable Order Form.

(e) **Restrictions on Access.** Only Permitted Users may access and use the Services. If the applicable Order Form restricts access to or use of some or all of the Services, named Permitted Users or limits the total number of Permitted Users, then only such named Permitted Users or number of Permitted Users, respectively, may access and use such Services at any given time. The Customer will ensure that its Permitted Users and other personnel comply with all provisions set out herein and in the applicable Order Form that are applicable to the Customer or Permitted Users. The Customer and its Permitted Users may only access the Services as provided in the applicable Order Form.

(f) **Registration.** Access to Services may require registration of a computer or other electronic device prior to any access to or use of such Services. The Customer will comply with any such registration requirements for such Services. If Platform Group provides access credentials (including passwords, user names, and other similar information) ("**Access Credentials**") for access to any Services, the Customer and the applicable Permitted User will treat such information as strictly confidential and not permit any other Person to access the Services using such Access Credentials. A Permitted User may only access and use such Services using the Access Credentials provided for such Permitted User. The Customer will implement, enforce, monitor, and maintain security measures to prevent unauthorized use of the Access Credentials, and will notify Platform Group promptly of any unauthorized use thereof.

(g) **Site Policies.** If the Services requires access to a website, application or other interface ("**Site**"), the Customer and its Permitted Users are responsible for reading all privacy policies and terms of use for the applicable Site (as modified from time to time, the "**Site Policies**") prior to using such Services and otherwise during the applicable Order Term. The Customer and its Permitted Users will comply with the Site Policies. Revised Site Policies may be posted or issued from time to time. The continued access to or use of the Services by the Customer or any Permitted User constitutes their assent to any posted or issued Site Policies.

(h) **Uploaded Information.** Subject to and only as permitted in the Site Policies, during the applicable Order Term, the Customer may upload, through a Permitted User, the Customer's own information to be used in the Services ("**Uploaded Information**"). If permitted, the Customer will only upload information for which it has the necessary rights and in accordance with applicable Law. Platform Group will not be responsible to the Customer for its accuracy or collection or use in compliance with applicable Law. The Customer hereby grants Platform Group, its Affiliates and their third-party providers a royalty-free, perpetual, worldwide, irrevocable, sublicensable, and transferable license to use the Customer Data and any other Data, materials, or other Intellectual Property of the Customer related thereto in order for Platform

Group to provide the Services to the Customer and to review such information for the purpose of resolving a problem, addressing a support issue, or addressing a suspected violation of the provisions set out herein or in the applicable Order Form or Site Policies, provided that Platform Group will not sell or otherwise commercially exploit the Customer Data. At the expiration or termination of the Agreement, upon request by the Customer made within 30 days after the effective date of termination, Platform Group will make available to the Customer a file of the Customer Data in the native database format along with attachments in their native format.

(i) **Usage Data.** In the course of providing the Customer with the Services, Platform Group may also collect, use, process, and store Usage Data in order to create and compile anonymized and aggregated statistics about the Services. For details on this, see Platform Group's Privacy Policy.

(j) **Modifications.** Except as otherwise specified in any applicable Order Form, Platform Group may change the appearance, content, format, medium, means of access to, or delivery of any Services from time to time, including as required to comply with the requirements of third-party providers and applicable Law.

(k) **Improvements.** Platform Group will provide the Customer with improvements to the Services when it makes such improvements generally available to its other customers subject to the terms of the Order Form.

(l) **Implementation.** Except as otherwise expressly provided in the applicable Order Form, the Customer will be solely responsible for obtaining and maintaining all equipment, software (including current, validly licensed web browsers and other third-party applications), devices, Internet access, and other connectivity necessary to access and use the Services. Except as otherwise expressly provided in any applicable Order Form, Platform Group will have no obligation to provide or maintain any of the foregoing.

#### 4. **Professional Services.**

(a) Platform Group will use commercially reasonable efforts to perform the Professional Services, if any, set out in the applicable Order Form.

#### 5. **Intellectual Property.**

(a) **Platform Group Property.** The Customer acknowledges and agrees that Platform Group is the sole owner of the Services and the other Platform Group Property, subject to any applicable rights of Platform Group's third-party providers in third-party content provided in connection therewith. The Customer further acknowledges and agrees that the Services (including Data) are trade secrets of Platform Group and that the measures taken to maintain their confidentiality are reasonable under the circumstances. Platform Group Property provided by Platform Group is made available, not sold, by Platform Group to the Customer, and nothing contained herein or the applicable Order Form related to the Services will be interpreted or construed as a sale or purchase of such Services. The Customer, on behalf of itself and its Permitted Users, assigns all of their rights, if any, in and to Platform Group Property to Platform Group and waives all related moral rights. Upon Platform Group's request, the Customer will execute and deliver all documentation necessary to effect or record the foregoing assignment.

Other than the limited license granted pursuant to Section 3, no rights are granted to the Customer or any Permitted Users to use, and Platform Group reserves all rights in and to the Services and other Platform Group Property.

(b) **Reverse Engineer; use by Third-Parties.** The Customer will not reverse engineer, disassemble, decompile or determine the composition of the Platform Group Property (or attempt to do any of the foregoing) or make or use any derivatives or modifications of the Platform Group Property. The Customer (and its Affiliates) will not sell, transfer, assign, disclose or otherwise provide access to the Platform Group Property to any third-party.

(c) **Notice of Rights.** The Customer will preserve and reproduce any and all rights notices in connection with its use of any Platform Group Property, as directed by Platform Group or as otherwise required to preserve all rights therein under applicable Law.

## 6. Platform Group Obligations.

(a) **Provision of Services.** Platform Group will use commercially reasonable efforts to provide the Services in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar Services.

(b) **Compliance with Specifications.** Platform Group will use commercially reasonable efforts to ensure that all Services are provided in accordance with any specifications set forth in the applicable Order Form.

## 7. Customer Obligations.

(a) **Access to Premises.** If required to provide the Services, the Customer will provide Platform Group with reasonable access to the Customer's premises during normal business hours. The Customer will reasonably cooperate with Platform Group during such access. Platform Group will instruct its personnel to, during such access, comply with any reasonable policies and procedures of the Customer that are provided in advance that relate to the Services to be performed thereon and that apply to all of the Customer's service providers performing similar services.

(b) **Provision of Data.** The Customer will be solely responsible for providing all information or data needed from the Customer for Platform Group to provide the Services, as well as all information or data needed from the Customer for the Customer to use the Services and data and information uploaded by the Customer into any Services. The Customer will be responsible and liable for the accuracy and completeness of all such data and information, including any Uploaded Information, and Platform Group will be entitled to rely on the same. The Customer will also be responsible for: (i) ensuring that all data and Uploaded Information or any information provided by the Customer or its Permitted Users comply with applicable Law; and (ii) obtaining all necessary rights to upload, use, and provide the foregoing.

(c) **Compliance Confirmation.** Upon Platform Group's request, the Customer will certify its and its Permitted Users' compliance with the provisions herein and in the applicable Order Form, including post-termination requirements. Upon reasonable notice during the Order Term and one (1) year thereafter, Platform Group and its representatives may request documentation

from the Customer and enter the Customer's premises to perform a reasonable audit and inspection (including inspecting the Customer's systems) to verify compliance with the provisions set out herein and the applicable Order Form for the particular Services. Without limiting Platform Group's other rights or remedies, in the event Platform Group detects any non-compliance with the Agreement applicable to the Customer or any portion thereof by the Customer or any Permitted User, any underpayment of amounts owed to Platform Group pursuant to the underlying Order Form or any other unauthorized use of the Services or Derived Content, the Customer will be solely responsible, and will reimburse Platform Group for all costs and Expenses incurred by Platform Group in connection with any such audit or inspection. In addition, if Platform Group is to bring any action or suit to enforce the Customer's obligations under the Agreement or to pursue any remedies that Platform Group may have for the Customer's violation of such Agreement, Platform Group will be entitled to recover from the Customer, in addition to any other rights and remedies it may have, all reasonable expenses and attorneys' fees for such suit or enforcement.

(d) **Compliance with Law.** The Customer and its Permitted Users will use the Services and Derived Content in compliance with all applicable Law. Without limiting the foregoing, the Customer and its Permitted Users will not: (i) use the Services to store or transmit libelous, infringing, unlawful, or tortious material or material in violation of third-party rights; (ii) use the Services (including any Data or Reports) or Derived Content for the purpose of serving as a factor in establishing an individual's eligibility or suitability for credit, employment, or insurance, or in any way that would cause the Services to be construed as a "consumer report"; (iii) transmit, provide access to, or display any Data, Reports, or Derived Content to any Person that the Customer or any Permitted User knows would engage in unfair or deceptive practices using such Data or Reports; (iv) use the Services (including any Data or Reports) or Derived Content in violation of any Law concerning unsolicited messages or communications, including the national law that implements Canada's Anti-Spam Legislation, European Union General Data Protection Regulation and the U.S. CAN-SPAM Act; (v) use the Services to store or transmit harmful or malicious code or devices; or (vi) interfere with or disrupt the integrity or performance of the Services or related systems.

## 8. Additional Obligations.

(a) **Personnel.** Platform Group and the Customer each will be solely responsible for the control and supervision of their respective employees and subcontractors, if any.

(b) **Data Security.** Platform Group will maintain, in accordance with applicable industry standards, an information security program and safeguards designed to prevent the unauthorized disclosure or misuse of the Customer's Personal Information. In the event that Platform Group learns that there has been unauthorized access to or unauthorized acquisition or misuse of the Customer's Personal Information on Platform Group's systems or premises (a "**Security Event**"), Platform Group will promptly give notice of such Security Event to the Customer, unless prohibited by Law. Upon the occurrence of a Security Event, Platform Group will: (i) promptly take such steps it reasonably deems appropriate to contain and control the Security Event to prevent further unauthorized access to or misuse of the Customer's Personal Information, as applicable; and (ii) unless prohibited by Law, continue to provide periodic updates relating to the investigation and resolution of the Security Event to the Customer until it

has been resolved. Unless prohibited by Law, and subject to the other provisions herein, Platform Group will, upon reasonable request, cooperate with the Customer in investigating each Security Event, including providing reasonably requested information regarding the nature, investigation, or resolution thereof.

#### 9. **Representations and Warranties.**

Each Party hereby represents and warrants to the other Party that:

- (a) it is duly organized, validly existing, and in good standing as the business entity under the Laws of its jurisdiction of organization;
- (b) it has the full right, power, and authority to enter into the Agreement related to the applicable Order Form for the Services set out therein and to perform its obligations under the Agreement; and
- (c) the Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its provisions, subject to applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to creditors' rights generally.

#### 10. **Term, Termination, and Suspension of Services.**

- (a) **Term.** The term of the Agreement will begin on the Effective Date and will continue in effect until the last date of the Order Term and will automatically renew for the same length of term, unless otherwise terminated upon 30 days' written notice prior to the termination of the current term.
- (b) **Termination for cause by Platform Group.** Platform Group may terminate the Agreement immediately upon written notice if: (i) the Customer or any Permitted User breaches the Agreement and such breach is incurable or, if curable, the breach is not cured within thirty (30) days of the Customer's receipt of notice specifying the breach; or (ii) the Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors or otherwise ceases to conduct its business as conducted as of the Effective Date.
- (c) **Termination for Cause by the Customer.** The Customer may terminate the Agreement immediately upon written notice if Platform Group materially breaches the Agreement, and such breach has not been cured within thirty (30) days of Platform Group's receipt of notice specifying the breach. If the Agreement is duly terminated pursuant to the forgoing provision, Platform Group will refund any portion of the Fees that the Customer has pre-paid for the applicable Services to be provided after the effective date of termination, subject to deduction of any amounts then unpaid and due to Platform Group.
- (d) **Service Discontinuance.** Platform Group will provide at least sixty (60) days' advance notice if it intends to discontinue the Services. Subject to the foregoing, Platform Group will have the right to terminate the Agreement or any portion of the Order Form immediately upon written notice if any applicable Service is discontinued. Notwithstanding the foregoing

provisions, Platform Group may also terminate the Agreement immediately in the event of: (i) any change in a material contractual requirement imposed by a third-party provider; (ii) the termination or expiration of any applicable contract with a third-party provider; or (iii) any other discontinuance or termination of any third-party content, service or product by a third-party provider. Platform Group will use commercially reasonable efforts to give the Customer as much written notice as possible in such circumstances, but such notice may not be possible in all cases. In either of the foregoing cases, Platform Group will refund any portion of the Fees that the Customer has pre-paid for terminated Services that were to be provided after the effective date of termination, subject to deduction of any amounts then unpaid and due to Platform Group. Platform Group will thereafter have no further obligation or liability with respect to the terminated Agreement.

(e) **Suspension of Services.** Upon any breach of the Agreement by the Customer or any Permitted User, Platform Group may suspend access to any portion of the applicable Services until any cure thereof to Platform Group's satisfaction. Upon receipt of any Customer notice of non-renewal of any portion of the Order Form, Platform Group may discontinue the Customer's and its Permitted Users' access to any features in the applicable Services that permit the exporting, downloading, or other transfer of Data.

(f) **Effect of Termination.**

(i) **Termination of Agreement or Portions of the Order Form.** Unless otherwise set forth in the applicable Order Form, upon expiration or termination of the Agreement, the Customer and Platform Group each will otherwise return (as requested by the other Party), or otherwise permanently delete or destroy all Confidential Information of the other Party in its possession or control, except as otherwise expressly permitted under the portion of the Order Form remaining in effect, provided that each Party may retain one (1) copy of Confidential Information as required by Law, which will remain subject to the restrictions herein. The expiration or termination of the Agreement will not affect any obligations of the Customer to pay Platform Group any unpaid amounts then due. Notwithstanding anything in this Section 10(f)(i), the Customer will have the right: (A) to copy, archive and store Reports for internal recordkeeping purposes after the termination of the Agreement; and (B) if the Customer is in compliance with the terms of the Agreement, to use any Report after the termination of these Terms of Service in accordance with the terms hereof and thereof.

(ii) **Survival.** Sections 2, 3(a), 5(a), 7(c), 7(d), 10(d), 11, 12, 13, 14, 15, 17, 18, 19, 20, and 21 will survive expiration or termination of the Agreement. The confidentiality obligations will survive for an indefinite period of time after the expiration or termination of the Agreement.

## 11. **Confidentiality.**

(a) **Confidentiality Obligations.** Each Party agrees that it will maintain in confidence the other Party's Confidential Information. Except as required to provide the Services or expressly permitted herein or in the applicable Order Form, neither Party will disclose the other Party's Confidential Information to any other Person without the other Party's prior written consent.



Neither Party will use or reproduce the other Party's Confidential Information except as required to provide the Services or expressly permitted herein or in the applicable Order Form. Each Party will use at least the same degree of care to maintain the confidentiality of the other Party's Confidential Information. Notwithstanding the foregoing, Platform Group may disclose the provisions of the Agreement as necessary to enforce its rights hereunder and thereunder, and, on a confidential basis, to its legal and financial advisors and potential investors, acquirers, lenders, and business partners.

(b) **Disclosures Required by Law.** If disclosure of the other Party's Confidential Information is required by Law: (i) the disclosure will extend only to information for which disclosure is so required; (ii) the Party making such disclosure will (to the extent permitted by Law) promptly and before disclosure notify the other Party of the proposed disclosure; (iii) the Party making such disclosure will use reasonable efforts to seek confidential treatment of the information by the recipient of the information to be disclosed; and (iv) no such information will otherwise be divested of its status, either retroactively or thereafter, as Confidential Information except to the extent such information qualifies under clauses (i) or (ii) above.

## 12. **Disclaimer and Limitation of Liability.**

(a) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE APPLICABLE ORDER FORM, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND PLATFORM GROUP AND ITS THIRD-PARTY PROVIDERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE APPLICABLE ORDER FORM, PLATFORM GROUP AND ITS THIRD-PARTY PROVIDERS DO NOT REPRESENT OR WARRANT AS TO THE COMPLETENESS OR ACCURACY OF ANY DATA OR REPORTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, CURRENT, OR ERROR-FREE OR THAT THEY WILL BE AVAILABLE CONTINUOUSLY OR AT ANY PARTICULAR TIME. THE SERVICES (INCLUDING DATA AND REPORTS) ARE NOT AND SHOULD NOT BE CONSTRUED AS PROVIDING TAX, LEGAL, INVESTMENT, OR ACCOUNTING ADVICE. NO PORTION OF THE SERVICES CONSTITUTES A RECOMMENDATION OR OPINION TO BUY OR SELL ANY PRODUCT, INCLUDING SECURITIES, OR TO PARTICIPATE IN ANY TRANSACTION.

(b) **Third-Party Content.** The Services may include access to third-party content, which may be governed by additional terms and conditions. In some instances, third-party providers may require the Customer and its Permitted Users to agree to additional terms and conditions that are not set forth in the Agreement prior to accessing or using such third-party content. Unless otherwise provided in the Order Form, Platform Group may modify such portion of the Order Form in its sole discretion as required to provide third-party content as part of the Services. The Customer and its Permitted Users will comply with all requirements of third-party providers applicable to the Services received. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PLATFORM GROUP IS NOT RESPONSIBLE FOR ANY

THIRD-PARTY CONTENT PROVIDED THROUGH THE SERVICES AND WILL HAVE NO LIABILITY OR OBLIGATIONS WITH RESPECT TO SUCH CONTENT.

(c) **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PLATFORM GROUP, OR ITS AFFILIATES OR THEIR RESPECTIVE THIRD-PARTY PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, PARTNERS, SUCCESSORS, OR ASSIGNS BE LIABLE TO THE CUSTOMER, ANY PERMITTED USERS, OR ANY OTHER PERSON RELATED TO OR AFFILIATED WITH THE CUSTOMER OR, AS APPLICABLE, ANY PERMITTED USER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING, AS APPLICABLE, LOST PROFITS) ARISING FROM OR RELATING TO THE AGREEMENT, ANY APPLICABLE ORDER FORM OR THE SERVICES, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF A REPRESENTATIVE OF PLATFORM GROUP IS ADVISED IN ADVANCE OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME. THE CUSTOMER AGREES THAT PLATFORM GROUP, PLATFORM GROUP'S AFFILIATES, AND THIRD-PARTY PROVIDERS' MAXIMUM AGGREGATE LIABILITY OF ANY KIND ARISING UNDER OR RELATING TO THE AGREEMENT, THE APPLICABLE ORDER FORM, OR THE APPLICABLE SERVICES, UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL BE THE TOTAL AMOUNT OF FEES THAT THE CUSTOMER HAS PAID TO PLATFORM GROUP FOR THE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE SIX (6) MONTHS PRECEDING THE ACT GIVING RISE TO A CLAIM, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### 13. **Indemnification and Other Remedies.**

(a) **Indemnification by Platform Group.** Subject to Sections 13(b) and 13(f) Platform Group will defend, indemnify and hold harmless the Customer and its directors, officers, employees, and agents from any third-party claim, action, or other proceeding (“**Claim**”) alleging that the Customer's use of the Irwin Platform infringes or otherwise violates any third-party patent rights when used in accordance with this Agreement or any other user guide or documentation made available by Platform Group.

(b) **Limitation of Indemnity.** Notwithstanding Section 13(a), Platform Group will not indemnify any Person for any Claims, damages, costs, expenses, or amounts, in each case, to the extent that they result from:

- (i) the use of any portion of the Services other than as permitted hereunder or otherwise in violation of the Agreement or applicable Order Form;
- (ii) the modification of the Services by any Person other than Platform Group;

(iii) the use of any portion of the Services in a combination with products, services, or other materials in a manner not expressly permitted in writing by Platform Group; or

(iv) Platform Group's compliance with the directions, instructions, or specifications of the Customer or any Permitted User.

(c) **Exclusive Remedy.** The Customer agrees that Sections 13(a) and 13(d) are its sole and exclusive remedy with respect to any alleged or actual infringement of any Intellectual Property rights resulting from the use of the Services pursuant to the corresponding Order Form.

(d) **Third-Party Infringement.** If Platform Group determines that the use of any Services or any portion thereof likely infringes or otherwise violates a third-party's Intellectual Property rights, Platform Group may, in its sole discretion: (i) obtain the right for the Customer and its Permitted Users to continue using the allegedly infringing portion of the Services; (ii) modify such portion of the Services to make use of the Services non-infringing; (iii) replace such portion with a substantially similar non-infringing service or product; or (iv) terminate the Agreement or portion thereof affected, subject to a refund of any Fees pre-paid by the Customer for terminated Service that were to be provided after the effective date of termination (after deduction of any amounts then unpaid and due to Platform Group).

(e) **Indemnification by the Customer.** Subject to Section 13(f), the Customer will defend, indemnify and hold harmless Platform Group, its Affiliates, their third-party providers, and their respective directors, officers, employees and agents from any third-party Claim arising out of or relating to: (A) any responsibility of the Customer under the Agreement, including Taxes and other amounts for which the Customer is responsible or has agreed to indemnify Platform Group or its Affiliates; (B) any data, information, or other materials provided by the Customer or its Permitted Users, any other Intellectual Property of the Customer, or any compliance with directions, instructions, or specifications of the Customer or any Permitted User; or (C) any access to or use of the Services (including any Data or Reports) or any Derived Content, or any actual or alleged violation of applicable Law or third-party rights, by the Customer, its Permitted Users, or anyone gaining access to the Services provided to the Customer or Derived Content (except to the extent arising out of any access thereto or use thereof in full compliance with the Agreement).

(f) **Notification and Defense of Claims.** The Person seeking defense or indemnification from a Party pursuant to the above provisions will, as a condition to such Party's obligations: (i) provide such Party with prompt written notice of the applicable Claim; (ii) grant such Party full and complete control over the defense and settlement of the Claim; (iii) provide assistance in connection with the defense and settlement of the Claim as such Party may reasonably request; (iv) comply with any settlement or court order made in connection with the Claim; and (v) not defend or settle the Claim without such Party's prior written consent. The Person seeking defense or indemnification will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but the Party obligated to defend or indemnify will have sole control over the defense and settlement of the Claim. Notwithstanding the foregoing, the indemnifying Party will not have the right to bind the indemnified Person to any

settlement or other agreement without its prior written consent, which consent will not be unreasonably withheld or delayed.

**1. Transfer and Assignment.**

Customer may not assign or transfer any of its rights or obligations under the Agreement in whole or in part without the express prior written consent of Platform Group. In the event that Customer undergoes a Change of Control, Customer shall provide at least thirty (30) days prior written notice to Platform Group of such Change of Control. This Agreement will enure to the benefit of, and be binding upon, each Party's permitted successors or assigns (and for further clarity, in the event of Customer Change of Control, Customer or the acquiror/transferee/successor, as applicable). Platform Group may assign this Agreement in connection with the sale of all, or substantially all, of its assets or business. Any attempted violation of this Section 14 shall be null and void in all respects, and the assigning Party shall be liable to the other Party for all damages incurred by such other Party as a result of such attempted Assignment.

**2. Force Majeure.**

If either Party fails to perform any obligations under the Agreement as a result of strikes, lockouts, labor disputes, embargoes, acts of God, loss of utilities or Internet connectivity, inability to obtain labor, materials, or reasonable substitutes, judicial orders, war or other governmental actions or restrictions, civil commotion, acts of terrorism, fire or other casualty, or any other cause beyond the reasonable control of such Party, then such Party's performance will be excused for a period equal to the period of such cause, and such Party will not be deemed to be in breach of the Agreement during such time.

**3. Publicity.**

Neither Party will issue or release any announcement, press release, or other publicity or marketing materials relating to the Agreement or portion of the applicable Order Form, or otherwise use the other Party's trademarks without the prior written consent of the other Party, except as otherwise provided herein. Notwithstanding the foregoing, Platform Group may refer to or identify the Customer as customer by name and logo, including in promotional materials and press releases when listing other customers of the Services, and may otherwise use the Customer's name, logo, and other trademarks as necessary to provide the Services.

**4. Notices.**

Any notice, request, demand, or other communication required or permitted under the Agreement or any portion thereof will be in writing and will be deemed given: (i) when personally delivered; (ii) the first business day after sending by confirmed email or confirmed fax; (iii) three business days after mailing by certified or registered mail, return receipt requested; or (iv) otherwise, as agreed to by the Parties in writing. All communications will be sent to the applicable address and contact set forth in the Order Form or any portion thereof or as otherwise notified by a Party to the other Party.

## 5. **Governing Law.**

The Agreement, including the applicable Order Form provisions and the provisions set out herein and in the Privacy Policy, will be governed by and construed and enforced in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. Each Party consents and submits to the exclusive jurisdiction of the courts (provincial and federal) located in the City of Toronto in the Province of Ontario in connection with any dispute or controversy arising under or related to the Agreement. The Parties hereby waive any objections they may have in any such action based on lack of personal jurisdiction, improper venue, or inconvenient forum. EACH PARTY WAIVES ITS RIGHTS TO A JURY TRIAL AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH COUNSEL. The Customer may not bring any Claim in respect of any Agreement or any Services or related thereto more than one (1) year after the cause of action accrues.

## 6. **Interpretation.**

Unless the context of the Agreement otherwise requires, words importing the singular will include the plural and vice-versa. The words “hereof,” “herein,” and “hereunder,” and words of similar import, when used in the Agreement, the Order Form, or the Terms of Service, refer to the Agreement, the Order Form, or the Terms of Service, respectively, as a whole and not to any provision of the Agreement, the Order Form, or Terms of Service. The words “include,” “includes” and “including” mean include without limitation, includes without limitation, and including without limitation, respectively. The headings in the Agreement or any portions thereof are for reference only and will not affect the interpretation thereof. Except as otherwise expressly provided herein or in the applicable Order Form, remedies herein or in the applicable Order Form are in addition to, and not exclusive of or in limitation of, any other rights or remedies of a Party. In the event of any conflict or inconsistency between the Terms of Service and the Order Form, the Order Form will prevail to the extent of such conflict or inconsistency.

## 7. **Other Provisions.**

(a) **Entire Agreement.** The Agreement sets forth the entire understanding of the Parties with respect to the subject matter of the corresponding Order Form. All other prior agreements, discussions, and understandings between the Parties regarding the subject matter hereof are superseded. In the case of a conflict or inconsistency between or among any provisions in these Terms of Service and the Order Form related thereto, the provisions of the Order Form will control to the extent of such conflict or inconsistency. The Agreement, and any Order Form related thereto, may only be amended upon a duly executed written agreement of the Parties, except as otherwise provided herein or in the applicable Order Form. If any provisions in the Agreement or the applicable Order Form or portions thereof are held void, then the remaining provisions and portions thereof will continue in full force and effect.

(b) **Waiver.** Waiver of or failure by either Party to complain of any act, omission, or default on the part of the other Party, no matter how long the same may continue or how many times such will occur, will not be deemed a waiver of rights, or of any similar future act, omission, or default under the Agreement or any Order Form. No term or provision of the Agreement or the

Order Form thereto will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented.

(c) **Injunctive Relief.** Each Party acknowledges that a breach of its confidentiality obligations or obligations with respect to the other Party's Intellectual Property may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate. In the event of such breach, the non-breaching Party will be entitled to seek injunctive relief or other equitable relief, without being required to post a bond or provide an undertaking.

(d) **Relationship.** The Parties are independent contractors, and nothing in the Agreement will be deemed or construed to create an agency, partnership, or joint venture between the Parties.

(e) **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein or in any applicable Order Form, there are no third-party beneficiaries to the Agreement.

(f) **Counterparts.** The Order Form may be executed in counterparts (including via fax and PDF). Each counterpart will have the same force and effect as an original, but together will be deemed to be one and the same agreement.

## 8. **Definitions.**

In addition to the terms defined elsewhere in these Terms of Service, in the Agreement, or in the applicable Order Form, the following terms have the meanings ascribed to them as follows:

(a) **"Access Credentials"** has the meaning ascribed to such term in Section 3(e).

(b) **"Affiliate"** means, with respect to any Person, any corporation, company, partnership, association, or other business entity which directly or indirectly controls, is controlled by, or is under common control with the subject Person.

(c) **"Agreement"** has the meaning ascribed to such term in each Order Form.

(d) **"Change of Control"** means a change of ownership, directly or indirectly, of more than fifty percent (50%) of the shares conferring the right to vote at a general meeting (or its equivalent) of such entity or otherwise to appoint the majority of the directors or other governing body of such entity, and the expressions Controlling and Controlled shall be construed accordingly.

(e) **"Claim"** has the meaning ascribed to such term in Section 13(a).

(f) **"Confidential Information"** means any electronic, written or oral data, or information that is designated or treated by a Party as confidential or that reasonably should be understood to be confidential, including information pertaining to business operations and plans, customers, suppliers, products, services, pricing or marketing activities of a Party, and materials embodying or derived from the same in any media. The Confidential Information of Platform Group specifically includes the Agreement, the Services (including Data and Reports), Platform Group Property (including technology, systems, and trade secrets) and Personal Information.

Confidential Information does not include information that the Parties agree is not Confidential Information, or information that the recipient Party can demonstrate: (i) was known to the recipient Party prior to disclosure by the disclosing Party; (ii) was obtained without any breach of any confidentiality obligation by the recipient Party from a Person other than the disclosing Party; (iii) was independently developed by or on behalf of the recipient Party without access to or use of the other Party's Confidential Information; (iv) was publicly known prior to disclosure by the disclosing Party; or (v) became publicly known after receipt by, and without fault of, the recipient Party.

(g) “**Customer**” has the meaning ascribed to such term in each Order Form.

(h) “**Customer Data**” means Uploaded Information and any data or information that is a result of any modification, adaptation, revision, translation, abridgement, condensation, aggregation, consolidation, compilation, evaluation, expansion, or other recasting or processing of the Uploaded Information through the Services.

(i) “**Data**” means any data, information, or other content, or portion or combination thereof, made available through or included in the Services, subject to the limitations herein and in the applicable Order Form other than Customer Data.

(j) “**Database**” means any database made available through the Services under the Agreement, subject to the limitations herein and in the applicable Order Form.

(k) “**Derived Content**” means content or materials derived from the Services.

(l) “**Effective Date**” has the meaning ascribed to such term in each Order Form.

(m) “**Expenses**” means all reasonable out-of-pocket expenses and third-party charges incurred by Platform Group in providing the Services under the applicable Order Form that are not expressly included in the Fees.

(n) “**Fees**” has the meaning ascribed to such term in each Order Form entered into by the Parties.

(o) “**Intellectual Property**” means: (i) any right that is or may be granted to, or recognized for the benefit of, any Person under any legislation in Canada and other foreign jurisdictions or at common or, as applicable, civil law in Canada or in other foreign jurisdictions regarding patents, copyright, and any copyrightable subject matter (including moral rights), trade-marks, trade names, service marks, Confidential Information, trade secrets, industrial designs, and integrated circuit topography rights, including any other statutory provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and including rights in any and all applications, registrations, re-issues, divisional, renewals, re-examinations relating to the foregoing; and (ii) any rights contained in or associated with licenses and sub-licenses from third-parties relating to the foregoing.

(p) “**Irwin Platform**” means the Irwin Software Platform described on the Order Form, including any features, functionalities, limitations or restrictions set out therein.

- (q) “**Law**” means all international, national, federal, state, provincial, local or foreign statutes, laws, treaties, constitutions, ordinances, regulations, rules, judgments, decisions, writs, codes, orders and other requirements or rules of law, and all judicial interpretations in respect thereof.
- (r) “**Order Form**” is the order form agreed to by you and us detailing the commercial terms governing your access to or use of the Services.
- (s) “**Order Term**” has the meaning ascribed to such term in each Order Form.
- (t) “**Parties**” means Platform Group and Customer entering into an Order Form, and “**Party**” means any one of them.
- (u) “**Permitted User**” means employees of the Customer that meet the qualifications set forth hereunder or in the applicable Order Form and are authorized to use the Services.
- (v) “**Person**” means any company, corporation, partnership, joint venture, limited liability company, organization, governmental authority, natural person, or other entity.
- (w) “**Personal Information**” means any information about an identifiable individual or is otherwise subject to applicable privacy Laws.
- (x) “**Platform Group**” has the meaning ascribed to such term in each Order Form.
- (y) “**Platform Group Property**” means: (i) the Services; (ii) any and all materials, information, documents, Data, or advice (in any form or media) conceived, authored, invented, compiled, created, generated, produced, licensed, or provided by Platform Group or its Affiliates, Confidential Information, Reports, market intelligence information, shareholder identification information, investor targeting information, and, as between the Parties, any Data or Derived Content other than Customer Data; (iii) any modifications, enhancements, customizations, improvements, or derivatives of the foregoing subject matter in clause (i); and (iv) any Intellectual Property in the subject matter described in clauses (i) and (ii) above.
- (z) “**Privacy Policy**” means Platform Group’s privacy policy, as updated from time to time, the current version of which can be found at the following website: <http://getirwin.com/privacy/>
- (aa) “**Professional Services**” means the professional services, if any, described on the Order Form.
- (bb) “**Reports**” means any reports provided as part of the Services.
- (cc) “**Security Event**” has the meaning ascribed to such term in Section 8(b).
- (dd) “**Services**” or “**Service**” means the provision of the Irwin Platform as a software-as-a-service, the Professional Services and any other related products or services made available by Platform Group under this Agreement.
- (ee) “**Site Policies**” has the meaning ascribed to such term in Section 3(f).



- (ff) “**Taxes**” has the meaning ascribed to such term in Section 2(c) unless otherwise set out in an Order Form between the Parties thereto.
- (gg) “**Terms of Service**” has the meaning ascribed to such term in the Order Form.
- (hh) “**Uploaded Information**” has the meaning ascribed to such term in Section 3(g).