

END USER LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

Please read this end user license, maintenance and support agreement (“**Agreement**”) carefully. The present Agreement defines the terms and conditions under which GROUPE SHAREGATE INC. (“**Sharegate**”) will deliver, maintain and support the Software, as defined in Article 1 below. By installing or using the Software, you agree to be bound by the terms and conditions of the present Agreement.

The present Agreement is between Sharegate and the natural person or entity who uses the Software defined herein in accordance with the License or Trial License also defined herein (the “**Customer**”). Sharegate is willing to grant the Customer the right to use or try the Software only if the Customer accepts all terms and conditions of the present Agreement, and pays or has paid Sharegate, its resellers or agents, all applicable fees.

By clicking the “I agree” button displayed in conjunction with the present Agreement during the installation process of the Software, and/or by installing, copying or accessing the Software and/or by signing a copy of the present Agreement, the Customer acknowledges that he has read the present Agreement, understands its terms and conditions, and agrees to be bound by it. If the Customer does not agree to all terms and conditions in the present Agreement, no license to the Software shall have been granted and the Customer should not access or otherwise utilize the Software.

1. DEFINITIONS AND INTERPRETATION

The following capitalized terms shall have the meaning ascribed to them below. Other capitalized terms used in the present Agreement are defined in the context in which they are used and shall have the meanings ascribed therein.

- 1.1. “**Commencement Date**” means the date when the present Agreement is entered into by Sharegate and the Customer.
- 1.2. “**Confidential Information**” has the meaning set forth in Section 12.1 of the present Agreement.
- 1.3. “**Customer**” means a natural person or entity who Sharegate allows to access, install, try and/or use the Software for its own internal business purposes and on its own SharePoint environment.
- 1.4. “**Customer Data**” means data in electronic form that is managed, to be managed, migrated or to be migrated by the Customer using the Software, including without limitation by the Customer’s employees.
- 1.5. “**Invoice**” means any invoice from Sharegate to the Customer pertaining to a License or any renewal thereof.
- 1.6. “**License**” has the meaning set forth in Section 2.2 of the present Agreement.
- 1.7. “**Maintenance Services**” has the meaning set forth in Article 3 of the present Agreement.
- 1.8. “**Party**” means either Sharegate or the Customer, and “**Parties**” means both of them.
- 1.9. “**Related Materials**” means any and all documentation supplied by Sharegate under the present Agreement, whether in electronic and/or physical formats.
- 1.10. “**Seat**” means an access to the Software granted to a specific user, on a specific session, and on a specific workstation.

- 1.11. **“Software”** means Sharegate’s desktop software application comprising a set of features for SharePoint site, SharePoint Management or SharePoint content migration, and Related Materials.
- 1.12. **“System Requirements”** means the minimum system specifications, including the prerequisite hardware components and software resources required to be present on a computer for installation of the Software, as published on Sharegate’s website and updated from time to time (<http://help.share-gate.com/article/391-installation>).
- 1.13. **“Trial License”** has the meaning set forth in Section 2.1 of the present Agreement.
- 1.14. **“Trial Version”** means a version of the Software, so identified, to be used only to review, test, and evaluate the Software for a limited time period. The Trial Version may have limited features and will cease operating after a predetermined amount of time due to an internal mechanism built into the Trial Version.
- 1.15. **“Unlocking Date”** means the date when Sharegate issues a License key to the Customer.
- 1.16. **“User”** means any individual who uses the Software on the Customer’s behalf, whether authorized or not.

2. GRANT OF LICENSE

- 2.1. If the Software is a Trial Version, this Section 2.1, and not Section 2.2, shall apply. Subject to the provisions of the present Agreement, Sharegate hereby grants to the Customer and the Customer accepts a limited, revocable, non-perpetual, non-exclusive, non-transferable, non-assignable, and non-sublicensable object code license to review, test, and evaluate the Software for its internal business purposes for the duration specified on Sharegate’s website when the Software is installed (the **“Trial License”**).
- 2.2. If the Software is not a Trial Version, this Section 2.2, and not Section 2.1, shall apply. Subject to the provisions of the present Agreement as well as the payment of all applicable fees for the term of such License, Sharegate hereby grants to the Customer and the Customer accepts a limited, revocable, non-perpetual, non-exclusive, non-transferable, non-assignable, non-sublicensable object code license to use the Software for its internal business purposes for the period specified on Sharegate’s Invoice (the **“License”**).
- 2.3. All rights not specifically granted to the Customer by the present Agreement are reserved to Sharegate. The License is a per-Seat license and the Customer may only install the number of Seats authorized by Sharegate. The Customer may make backup copies of the Software in machine-readable form provided that such copies are for the Customer’s own use and that no more than the number of Seats authorized by Sharegate are in use at any given time. (The Software is considered in use when any portion of the Software is loaded in a given machine’s memory.) The Customer will make no other copies of the Software except as authorized herein. Title to the Software remains vested in Sharegate, and nothing in the present Agreement conveys any title or interest therein to the Customer.

3. MAINTENANCE AND SUPPORT SERVICES

During the term of the License, Sharegate agrees to provide to the Customer software maintenance and support services, namely (i) making available to the Customer patches, fixes, updates and/or enhancements generally made available to Sharegate’s customers from time to time, if any, and (ii) technical support, on an as-needed basis for the sole purpose of responding within a reasonable period of time and attempting to address, during normal business hours (9AM to 5PM Eastern Time – UTC/GMT -5 hours), technical issues relating to the use of the Software, which may include online technical support

(support@share-gate.com), and telephone technical support (1-888-444-3168) when deemed appropriate at the sole discretion of Sharegate, but which exclude any on-site technical support by Sharegate personnel, agents or subcontractors (collectively referred to as the “**Maintenance and Support Services**”). Without limiting the generality of the foregoing, any requests by the Customer for additional features or functionality that fall outside of Sharegate’s ongoing updates and/or enhancements of the Software are excluded from Maintenance and Support Services.

3.1. **Obligations of the Customer**

3.1.1. **Back-Ups:** The Customer acknowledges that it is solely responsible for ensuring that adequate back-ups of its data are made and stored.

3.1.2. **Current Software Version:** The Customer must update the Software in its entirety to the most recent released version of the Software. In order to provide technical support, Sharegate may request that the Customer update the Software to the most recent released version.

3.1.3. **System Requirements:** The Customer agrees that, subject to the Customer’s internal policies, it will upgrade its hardware, computer operating system and software to meet the changing System Requirements as specified by Sharegate in its Software-related support documentation published on its website (<http://help.share-gate.com/article/391-installation>). The parties agree that Sharegate is bound by no obligation to ensure that the Software is compatible with other components than those specified in the System Requirements, nor to ensure that new releases of the Software are compatible with versions of any required computer operating system or software exceeding three (3) years from the date of their respective releases.

3.2. **Maintenance and Support Services Limitations**

3.2.1. Sharegate may refuse to provide technical support related to (i) Customer data; (ii) unauthorized modified portions of the Software, or (iii) portions of the Software affected by unauthorized modified portions of the Software. The Customer agrees that the hardware on which the Software operates will be operating properly and must have been and continue to be properly maintained by the manufacturer of the hardware or a properly qualified service organization.

3.2.2. Corrections for difficulties or defects traceable to the Customer’s errors or unauthorized changes, the Customer’s hardware, or conflicts with other software not identified by Sharegate as compatible or part of the recommended operating environment (<http://help.share-gate.com/article/391-installation>) are excluded from the Maintenance and Support Services.

3.2.3. The Customer is responsible for properly testing and applying routine virus updates and security patches without the need for additional notice by Sharegate.

4. **TERM AND TERMINATION**

4.1. The present Agreement and the License commences as of the Commencement Date, and remains in force until the earliest of the following two events: either (i) the expiration of the License period specified on the most recent Invoice or (ii) when the Customer or Sharegate terminates the present Agreement or the License pursuant to the terms herein. Upon termination of this License, the Customer must permanently delete all copies of the

Software under its control or in its possession, and upon request by Sharegate, must provide a written confirmation of such deletion.

- 4.2. Except where automatic termination occurs in the event of breach of confidentiality or unauthorized transfer pursuant to the provisions of the present Agreement, if the Customer breaches any other provision of the present Agreement, Sharegate may terminate the present Agreement, provided, however, that (i) Sharegate has given to the Customer a prior written notice of the breach within a period of at least thirty (30) days to cure it and (ii) the Customer has not cured the breach during such period. Termination for breach shall not alter or affect Sharegate's right to exercise any other remedies for breach.

5. FEES

- 5.1. In consideration of the License and the Maintenance and Support Services, the Customer must, upon receipt of an Invoice, pay Sharegate, in full on or before the Unlocking Date, the applicable fees, specified on Sharegate's Invoice.
- 5.2. There shall be added to the applicable fees provided for in the present Agreement amounts equal to any taxes, whether federal, state, provincial or local, however designated, that may be validly levied or based upon the present Agreement or upon the Software, License or Maintenance and Support Services furnished hereunder. The Customer shall have the right to have Sharegate contest with the imposing jurisdiction, at the Customer's expense, any such taxes that the Customer deems are improperly levied.

6. CUSTOMER DATA AND PRIVACY

- 6.1. **Use of Customer Data.** Unless it receives the Customer's prior written consent, Sharegate: (a) shall not access, process or otherwise use Customer Data other than as necessary to facilitate use of the Software by such Customer; and (b) shall not intentionally grant any third party access to Customer Data, including without limitation Sharegate's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Sharegate may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Sharegate shall give the Customer prompt notice of any such legal or governmental demand and reasonably cooperate with the Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at the Customer's expense.
- 6.2. **Data Accuracy.** Sharegate shall have no responsibility or liability for the accuracy of data uploaded or processed by the Customer when using the Software, including without limitation Customer Data and any other data uploaded or processed by Users.
- 6.3. **Aggregate Data.** Notwithstanding the provisions above of this Section 6.3, Sharegate may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from telemetric information and data related to states of the Software (including, but not limited to, stack trace data and reports related thereto) and unrelated to the Customer, Customer Data or Users.
- 6.4. **Privacy Policy.** The Privacy Policy (<http://en.share-gate.com/privacy-policy>) applies only to the Software and does not apply to any third party website or service linked to the Software or recommended or referred to through the Software or by Sharegate's staff.

7. RESPONSIBILITIES AND RESTRICTIONS OF THE CUSTOMER

- 7.1. **Unacceptable Use.** The Customer shall not: (a) use the Software for consulting purposes; (b) provide the Software serial codes, password or other product key information to any

third party; (c) share non-public features or content of the Software with any third party; or (d) access or use the Software in order to build a competitive product or service; to build a product using similar ideas, features, functions or graphics of the Software; or to copy any ideas, features, functions or graphics of the Software. In the event that it suspects any breach of the requirements of this Section 7.1, including without limitation by Users, Sharegate may suspend the Customer's License to the Software without advanced notice, in addition to such other remedies as Sharegate may have. The present Agreement does not require that Sharegate take any action against the Customer or any User or other third party for violating this Section 7.1 or the present Agreement, but Sharegate is free to take any such action it sees fit.

- 7.2. **Unauthorized Access.** The Customer shall take reasonable measures to prevent unauthorized access to the Software, including without limitation by protecting its passwords and other log-in information.
- 7.3. **Unauthorized Use or Distribution.** Except in accordance with the License, the Customer shall not copy, duplicate, reverse engineer, decompile, decode, decrypt, disassemble, record, alter, merge, adapt, translate, create any derivative works or otherwise reproduce any part of the Software or Confidential Information, nor authorize or attempt to do any of the foregoing, without the prior written consent of Sharegate. Any tangible embodiments of the Software or Confidential Information that may be generated by the Customer, either pursuant to or in violation of the present Agreement, will be deemed to be the sole property of Sharegate and fully subject to the obligation of confidentiality set forth in Article 12 of the present Agreement.
- 7.4. **Compliance with Laws.** In its use of the Software, the Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.
- 7.5. **Users & the Software Access.** The Customer is responsible and liable for: (a) any User's use of the Software, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of the present Agreement applicable to the Customer; and (b) any use of the Software through the Customer's account, whether authorized or unauthorized.

8. INFRINGEMENT

The Customer will promptly notify Sharegate of any infringement or attempted infringement of Sharegate's rights in the Software of which it becomes aware. The Customer will actively cooperate with Sharegate in any action that Sharegate may undertake to protect any of its rights in connection with the Software.

9. INDEMNIFICATION

- 9.1. **Indemnification by the Customer.** The Customer must defend or settle, at its own expense, any action brought against Sharegate based upon the claim that any modifications to the Software, made by the Customer, or combination of the Software with other products infringes or violates any third party right; provided, however, that (i) Sharegate shall notify the Customer promptly in writing of any such claim; (ii) Sharegate shall not enter into any settlement without the Customer's prior written consent; (iii) the Customer shall have control of any such action and settlement negotiations; and (iv) Sharegate shall provide the Customer with information and assistance to settle or defend such claim. The Customer agrees to pay all damages and costs finally awarded against Sharegate attributable to any such claim. Notwithstanding anything to the contrary

contained herein, the Customer's liability under this Section 9.1 shall not exceed \$1,000,000.

- 9.2. **Indemnification by Sharegate.** Sharegate will defend, indemnify, and hold harmless the Customer and the Customer's associates against any third party claim, suit or proceeding against the Customer arising out of or related to a claim (i) that the Software infringes or violates any intellectual property right; and (ii) for which Sharegate maintains insurance. Notwithstanding anything to the contrary contained herein, Sharegate's liability under this Section 9.2 shall not exceed \$1,000,000.
- 9.3. **Notice.** The indemnified party agrees to give the indemnifying party prompt written notice of any indemnified claim for which such indemnified party intends to assert a right to indemnification under the present Agreement; provided however, that failure to give such notification shall not affect the indemnified party's entitlement to indemnification hereunder, except to the extent that the indemnifying party shall have been prejudiced as a result of such failure. The indemnifying party shall have the initial right (but not the obligation) to defend, settle or otherwise dispose of any indemnified claim for which the indemnified party intends to assert a right to indemnification under the present Agreement as contemplated in the preceding sentence if and so long as the indemnifying party has recognized in a written notice to the indemnified party provided within thirty (30) days of such written notice its obligation to indemnify the indemnified party for any losses relating to such indemnified claim, provided however that the indemnifying party shall obtain the written consent of the indemnified party prior to ceasing to defend, settling or otherwise disposing of any indemnified claim. If the indemnifying party fails to state in a written notice during such thirty (30) day period its willingness to assure the defense of such an indemnified claim, the indemnified party, as the case may be, shall have the right to defend, settle or otherwise dispose of such claim.
- 9.4. **Threshold for Indemnity Claims.** No indemnification payment obligation will arise under this Article 9 unless and until the aggregate amount of any Loss claimed by the indemnified party under this Article 9 exceeds \$50,000 (the "**Claim Threshold**"); provided, however, that once the Claim Threshold is exceeded, all damages of the indemnified party, including the first \$50,000 (in the aggregate) of any loss claimed by the indemnified party, will be subject to the indemnity provisions of this Article 9.
- 9.5. **Mitigation.** Notwithstanding anything contained herein to the contrary, the indemnification rights granted pursuant to this Article 9 shall not apply with respect to any cost, expense or business detriment that the indemnified party had an opportunity, but failed, in good faith to mitigate, including but not limited to its failure to use commercially reasonable efforts to recover under a policy of insurance or under a contractual right of set-off or indemnity, to the extent that failure to so mitigate would result in a reduction in damages recoverable under applicable principles of contract law.
- 9.6. **Claims Period.** Notwithstanding the foregoing, the indemnification provisions of this Article 9 shall survive termination or expiration of the present Agreement, but only with respect to indemnified claims which arose from acts or circumstances which occurred prior to termination.

10. **WARRANTIES**

- 10.1. **From Sharegate.** Sharegate warrants that it is the owner of the Software and of each and every component thereof or the recipient of a valid License thereto, and that it has and will maintain the full power and authority to grant the rights granted in the present Agreement without the further consent of any third party. Sharegate's warranties in the preceding

sentence do not apply to use of the Software in combination with hardware or software not provided by Sharegate. In the event of a breach of the warranty in this Section 10.1, Sharegate, at its sole discretion and own expense, will take one or any of the following actions: (a) secure for the Customer the right to continue using the Software; (b) replace or modify the Software to render it non-infringing; or (c) terminate the infringing features of the Service and refund to the Customer any prepaid fees for such features, in proportion to the portion of the Term remaining after such termination. In conjunction with the Customer's right to terminate for breach where applicable, the preceding sentence states Sharegate's sole obligation and liability, and the Customer's sole remedy, for breach of the warranty in this Section 10.1 and for potential or actual intellectual property infringement by the Software.

- 10.2. **From the Customer.** The Customer warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under the present Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by the present Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or by means of the Software; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.
- 10.3. **Warranty Disclaimers.** THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL DEFECTS AND ERRORS, IF ANY. THE SOFTWARE IS SUBJECT TO CHANGE WITHOUT NOTICE. SHAREGATE MAKES NO REPRESENTATIONS AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SHAREGATE DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, COMPLETE, OR CORRECT AND SHAREGATE ASSUMES NO LIABILITY FOR ANY SYSTEM ON WHICH THIS SOFTWARE IS INSTALLED OR FOR ANY CONTENT MANIPULATED BY THE SOFTWARE.

11. **LIMITATIONS ON TRANSFER**

The Customer shall not assign or transfer the present Agreement or the Customer's interests, rights or obligations hereunder, and any purported assignment or transfer shall be null and void. Notwithstanding the foregoing, the Customer may assign or transfer this license (i) to a wholly owned subsidiary or (ii) to such entity that acquires all or substantially all of the business and assets of the Customer; provided that such assignee or transferee agrees in writing to be bound by the terms of the present Agreement and that such assignee's or transferee's primary business is not licensing software similar to the Software. After any such assignment or transfer, the Customer will not continue to use the Software and Sharegate will have recourse only to the transferee and will not have recourse to the Customer or its affiliates, and the assignee or transferee will be solely responsible and liable, for breaches by the assignee or transferee with respect to any such transferred rights, the License, or the present Agreement.

12. **CONFIDENTIALITY**

- 12.1. **"Confidential Information"** means (a) any document a disclosing Party marks "Confidential"; (b) any information the disclosing Party orally designates as "Confidential" at the time of disclosure, provided such disclosing Party confirms such designation to the receiving Party in writing within two (2) business days; (c) the Documentation whether or

not marked or designated confidential; and (d) any other non-public, sensitive information disclosed by a disclosing Party, whether or not marked or designated "Confidential." Notwithstanding the foregoing, Confidential Information does not include information that is:

- (i) publicly available or later becomes available other than through a breach of the present Agreement;
- (ii) known to the receiving Party or its employees, agents, or representatives prior to such disclosure or is independently developed by the receiving Party or its employees, agents, or representatives subsequent to such disclosure; or
- (iii) subsequently lawfully obtained by the receiving Party or its employees, agents, or representatives from a third party without obligations of confidentiality.

The Customer shall not use Confidential Information of Sharegate for any purpose other than its authorized use of the Software (the "**Purpose**"). A receiving Party that has received Confidential Information shall exercise the same degree of care and protection with respect to the Confidential Information of the disclosing Party that it exercises with respect to its own Confidential Information and in any event, at least diligent and prudent care. A receiving Party shall not directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the disclosing Party. Notwithstanding the above, a receiving Party may disclose Confidential Information of the disclosing Party if so required by law (including court order or subpoena), provided that such disclosure is notified in time to the disclosing Party to permit it to seek confidential treatment of its Confidential Information. A receiving Party shall exercise its best efforts to preserve the confidentiality of the Confidential Information of the disclosing Party, including, without limitation, by cooperating with the disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

- 12.2. **Termination & Return.** Upon termination of the present Agreement, the receiving Party shall return all copies of Confidential Information to the disclosing Party or certify, in writing, the destruction thereof.
- 12.3. **Retention of Rights.** The present Agreement does not transfer ownership of Confidential Information or grant a license thereto. The disclosing Party will retain all right, title, and interest in and to all its Confidential Information.

13. **LIMITATION OF LIABILITY**

Except for (i) breach of obligations specified in Article 12 of the present Agreement (Confidentiality) or Section 7.3 of the present Agreement (Unauthorized Use or Distribution), or (ii) fraud or willful misconduct of the defaulting Party, neither Party will be liable to the other for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, failure to realize expected savings, or other intangible losses (even if such Party has

been advised of the possibility of such damages), however caused, under any theory of liability, arising from the performance of, or relating to, the present Agreement.

14. RELATION OF PARTIES

- 14.1. Nothing in the present Agreement will create or imply an agency relationship between Sharegate and the Customer, nor will the present Agreement be deemed to constitute a joint venture or partnership between the parties.
- 14.2. In no event will any Party make or issue, or cause to be made or issued, any publicity, announcement or written statement concerning the existence or substance of the present Agreement for dissemination to the general public without the prior written consent of the other Party proposed to be named in such publicity, announcement or statement, such consents not to be unreasonably withheld. This provision will not apply, however, to any announcement or written statement required to be made by law or the regulations of any federal, provincial, or state governmental agency (except that the Party required to make such announcement or written statement will, whenever practicable, consult with the other Party concerning the timing and content of such announcement or written statement before such announcement or written statement is made). Notwithstanding the foregoing, each Party hereby agrees that the other Party may use its name, URL, and logo on its website and in its customer and partner lists for corporate and financial presentations.

15. INTELLECTUAL PROPERTY

The Customer retaining a Licence acknowledges that the Software and all intellectual property rights pertaining to the Software are the property of Sharegate and that the structure, organization and code of the Software are valuable trade secrets of Sharegate. The Customer must not export the Software into a country that does not have copyright laws that will protect Sharegate's proprietary rights. From the Commencement Date, the Customer agrees to use reasonable effort to prevent and protect the Software from unauthorized use, reproduction, distribution, or publication. The Customer shall not remove, alter or obscure any Sharegate copyright, trade-mark or other proprietary rights notices.

16. GENERAL

- 16.1. **Order of Precedence.** Any conflict between the terms of the present Agreement and any purchase order or other terms, including without limitation the Privacy Policy, shall be resolved in favour of the terms of the present Agreement.
- 16.2. **Governing Law.** The present Agreement is governed, construed, and enforced in accordance with the laws applicable in the Canadian province of Quebec, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws.
- 16.3. **Jurisdiction and Venue.** The parties agree that any litigation in any way relating to the present Agreement shall be brought and venued exclusively in the judicial district of Montreal in the Canadian province of Quebec and waives any objection that such venue is inconvenient or improper.
- 16.4. **Force Majeure.** Except as expressly provided otherwise in the present Agreement, dates and times by which a Party is required to render performance under the present Agreement shall be automatically postponed to the extent and for the period of time that such Party is prevented from meeting them by reason of an unforeseeable and irresistible

event, including external causes with the same characteristics, provided the party so prevented promptly notifies the other party of the commencement and nature of such event or cause and the probable consequences thereof.

- 16.5. **Time of the Essence.** Time is of the essence of the present Agreement and of every part thereof.
- 16.6. **No Other Agreements.** The present Agreement is the complete and exclusive statement of the parties' agreement relating to the subject matter hereof and supersedes all offers (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the parties relating hereto.
- 16.7. **Waiver.** No waiver by either party of any default in performance on the part of the other party will constitute a waiver of any subsequent breach or default by the defaulting party.
- 16.8. **Notices.** Sharegate may send notices pursuant to the present Agreement to the Customer's email contact points provided by the Customer, and such notices will be deemed received 72 hours after they are sent. The Customer may send notices pursuant to the present Agreement to Sharegate at finance@share-gate.com, and such notices will be deemed received 72 hours after they are sent.
- 16.9. **Assignment & Successors.** Except to the extent forbidden in Article 11 of the present Agreement, the Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 16.10. **Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of the present Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the present Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the present Agreement will continue in full force and effect.
- 16.11. **Conflicts.** In the event of any conflict between the present Agreement and any Sharegate policy posted online, including without limitation Privacy Policy, the terms of the present Agreement will govern.
- 16.12. **Construction.** The present Agreement will not be construed in favor of or against either Party by reason of authorship.
- 16.13. **Technology Export.** The Customer shall not permit any third party to access or use the Software in violation of any Canadian law or regulation. Without limiting the generality of the foregoing, the Customer shall not permit any third party to access or use the Software in or export such software to, a country subject to an embargo by Canada or the United States.

17. **MODIFICATION OF AGREEMENT**

Sharegate may amend this Agreement from time to time by posting an amended version on its website and in the installation process of the Software.