

## **END USER TERMS AND CONDITIONS**

The End User Terms and Conditions set forth in Schedule 1 – End User Terms and Conditions (“ETC”) constitute an integral part and are governed by the License Agreement (“Agreement”) to be entered into by and between Beyond Technologies (“Company”) and the Licensee (“End User”). For the purpose of these ETC, End User and Company may each be referred to as a “Party” or collectively, as the “Parties”.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

### **End User agrees as follows:**

1. The BI Accelerator is proprietary to Company. End User wishes to access and use the BI Accelerator for its internal business purpose and as per these ETC.
2. The BI Accelerator shall only be accessible to the End User after the written execution of the Agreement between the Parties which shall include, without limitation, the terms and conditions set forth in Schedule 1 – End User Terms and Conditions.
3. The Company reserves the right to modify or replace the ETC at any time, in whole or in part. End User shall be responsible to periodically review these ETC for changes. End User’s continued use of the BI Accelerator after any such ETC updates constitutes its binding acceptance of such changes, except where applicable law requires additional notice regarding such updates, in which case Company will comply with such additional notice requirements.

## **SCHEDULE 1 – END USER TERMS AND CONDITIONS**

### **1. License Use.**

Company hereby grants to End User a limited, non-exclusive, non-transferable, revocable license to access and use the BI Accelerator for its internal business operations and in relation with SAP Analytics Cloud only in the Territory for the license term (as both defined in the Agreement), without any other rights in the BI Accelerator, and strictly in accordance with these ETC, the Agreement, and any other terms and conditions applicable to such End User.

### **2. License Restrictions.**

- 2.1 End User shall not: (a) cause or permit the copying or reproduction of all or parts of the BI Accelerator; (b) translate, adapt, vary or otherwise modify or alter the BI Accelerator; (c) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the application or make the BI Accelerator available to any third party; (d) reverse engineer, disassemble, decompile, decode or decrypt all or parts of the BI Accelerator or create any derivative works based thereon, therewith or therefrom; (e) use the BI Accelerator to develop or modify products that are intended for commercial distribution by third parties; or (f) alter, obscure, or delete any copyright notices and trademarks of Company or its affiliates in the BI Accelerator.
- 2.2 Any restrictions, limitations or other conditions relating to the Territory for the BI Accelerator shall be as set forth in the Agreement. The End User may not export or re-export the BI Accelerator and/or compatible products or related technology, or any content contained therein, outside the Territory except as authorized by export control and sanctions laws of Canada and any other government having jurisdiction as well as with the written prior consent of Company.

- 2.3 The End User is solely responsible for: (a) accessing and using the BI Accelerator in accordance with its provided documentation, the License Agreement and these ETC; (b) determining the suitability of the BI Accelerator for End User's internal information security purposes; (c) configuring the BI Accelerator appropriately; (d) complying with any regulations and laws (including, without limitation, export, data protection, and privacy laws) applicable to End User's use of the BI Accelerator; (e) End User's access and use of the BI Accelerator; (f) all activity undertaken or decision made by End User regarding product delivery and usage; (g) providing all reasonable information and assistance required for the Company to deliver the BI Accelerator, or enable End User's access and use of the BI Accelerator; (h) using reasonable means to protect the account information and access credentials (including passwords and devices, or information used for multi-factor authentication purposes) used by End User to access the BI Accelerator; and (i) promptly notifying the Company of any unauthorized account use or other suspected security breach, or unauthorized use, copying, or distribution of the BI Accelerator.
- 2.4 End User shall not use the BI Accelerator in a manner that, in Company's reasonable judgment, involves, facilitates, or attempts any of the following:
- 2.4.1 violating any law of any applicable jurisdiction;
  - 2.4.2 gambling activities;
  - 2.4.3 displaying, sending, receiving or storing any content that is obscene, pornographic, lewd, lascivious, or excessively violent, regardless of whether the material or its dissemination is unlawful;
  - 2.4.4 advocating or encouraging violence against any government, organization, group, individual or property, or providing instruction, information, or assistance in causing or carrying out such violence, regardless of whether such activity is unlawful;
  - 2.4.5 accessing, sending, receiving, displaying, storing, or executing any content a) in violation of any copyright, right of publicity, patent, trademark, service mark, trade name, trade secret or other intellectual property right, b) in violation of any applicable agreement, or c) without authorization;
  - 2.4.6 deleting or altering author attributions, copyright notices, or trademark notices, unless expressly permitted in writing by the Company;
  - 2.4.7 obtaining unauthorized access to any system, network, service, or account;
  - 2.4.8 interfering with service to any user, site, account, system, or network by use of any program, script, command, or otherwise;
  - 2.4.9 introducing or activating any viruses, worms, harmful code and/or Trojan horses;
  - 2.4.10 sending or posting unsolicited messages or e-mail, whether commercial or not, a) to any recipients who have requested that messages not be sent to them, or b) to a large number of recipients, including users, newsgroups, or bulletin boards, at one time;
  - 2.4.11 evading spam filters, or sending or posting a message or e-mail with deceptive, absent, or forged header or sender identification information;
  - 2.4.12 propagating chain letters or pyramid schemes, whether or not the recipient wishes to receive such mailings;
  - 2.4.13 make any type of disparagement in relation to Company, its affiliates, officers, employees and/or shareholders and the BI Accelerator;
  - 2.4.14 engaging in abusive or inappropriate behavior to Company employees, agents or representatives; and/or
  - 2.4.15 use or allow any person to use the BI Accelerator, or do or permit anything to be done that interferes with the computer or telecommunications operations of Company's computers or systems, for example, but not limited to, the use of programs or data that could cause such interference.

### **3. Intellectual Property.**

- 3.1. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the good will associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") that are part of the BI Accelerator or that are otherwise owned by Company shall always remain the exclusive property of Company (or of its suppliers, affiliates or licensors, if and when applicable). Nothing in this Agreement grants End User a license to Company's Intellectual Property Rights except as expressly and specifically set forth herein for the BI Accelerator.
- 3.2. End User agrees that the License Agreement conveys a limited license to use Company's Intellectual Property Rights, solely for the BI Accelerator (and not independently of it), and only for the effective Term and Territory of the license granted to End User under the License Agreement. Accordingly, End User's use of any of Company's Intellectual Property Rights independently of the BI Accelerator or outside the scope of the License Agreement shall be considered an infringement of Company's Intellectual Property Rights. This shall not limit, however, any claim Company may have for a breach of contract in the event End User breaches a term or condition of these ETC or the License Agreement. End User shall use the highest standard of care to safeguard the BI Accelerator (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.
- 3.3. Except as expressly and specifically granted in the License Agreement, Company reserves and shall retain all rights, title, and interest in the BI Accelerator, including all copyrights and copyrightable subject matter, trademarks and trademarkable subject matter, patents and patentable subject matter, trade secrets, and other intellectual property rights, registered, unregistered, granted, applied-for, or both now in existence or that may be created, relating to the thereto.

#### **4. Modification and Updates.**

- 4.1. Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the BI Accelerator or any service or application to which it connects, with or without notice and without liability to the End User or any third party.
- 4.2. Company may from time to time provide enhancements or improvements to the features/functionality of the BI Accelerator, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the BI Accelerator. End User agrees that Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the BI Accelerator. End User further agrees that all Updates will be (i) deemed to constitute an integral part of the BI Accelerator, and (ii) subject to the terms and conditions of these ETC and the License Agreement.

#### **5. Warranties and Disclaimers**

- 5.1. Except for the express warranties stated in the Agreement, the BI Accelerator, any documentation and services in relation therewith are provided "as is" without additional warranty of any kind, express, implied or statutory which are hereby expressly disclaimed.
- 5.2. The Company does not warrant, guarantee or make any representations regarding the use, or the results of use, of the BI Accelerator, any related documentation, services or written materials in terms of correctness, accuracy, completeness, reliability, currentness, or otherwise. The Company does not warrant that the functions and features contained in the BI Accelerator, any related documentation, or services will meet the requirements of the End User or that the operation of the BI Accelerator will be uninterrupted or error free.

- 5.3. The End User assumes the entire risk as to the results and performance of the BI Accelerator. Except as specifically and expressly set forth in the Agreement, the Company does not make any other warranty to the End User, either express, implied or statutory, or arising by course of conduct or performance, custom or usage in the trade, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. No oral or written information or advice given by one Party, its agents or employees shall create a warranty or in any way increase the scope of any warranty in the Agreement, if any.
- 5.4. End User warrants to use the BI Accelerator for its internal business operations only.

## **6. Suggestions.**

- 6.1. Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by End User to Company with respect to the BI Accelerator shall remain the sole and exclusive property of the Company.
- 6.2. Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to End User.

## **7. Confidentiality**

- 7.1. End User shall keep the Confidential Information provided by Company strictly confidential at all times and only use Confidential Information as may be required for the purpose contemplated under these ETC and the Agreement. End User will restrict access to the Confidential Information to those of its personnel, agents and representatives with a need-to-know and which are bound by obligations of confidentiality substantially similar to those set forth in these ETC. End User will protect the confidentiality of the Company's Confidential Information in the same manner that it protects the confidentiality of its own similar confidential information, but in no event, using less than a reasonable standard of care. "Confidential Information" means all non-public information of Company that has or shall come into the possession or knowledge of the End User or which is reasonably identifiable as Company's confidential information.

## **8. Limitation of Liability.**

- 8.1. IN NO EVENT SHALL COMPANY NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE OR DATA INTERRUPTIONS OR ANY OTHER DIRECT OR INDIRECT DAMAGES WHATSOEVER, INCURRED BY END USER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM END USER'S ACCESS TO, OR USE OF, THE BI ACCELERATOR, THE BI ACCELERATOR OR ANYTHING RELATED THEREOF.

## **9. Indemnification**

End User will indemnify, defend and hold harmless the Company (including, if applicable, its subsidiaries, parent company, affiliates and their shareholders, directors, officers, agents, executives and employees) from any demands, loss, liability, claims or expenses (including attorney's fees) arising out of or related to a breach or violation of any of the terms and conditions set forth in these ETC or in any agreement between the Company and the End User (including, without limitation, the License Agreement) and/or out of the use, access, non-use or non-access of the BI Accelerator.

## **10. Privacy**

By using the BI Accelerator, End User agrees and acknowledges that the Company may collect information relating to End User and End User's use of the BI Accelerator and End User hereby consents to the collection and use by Company of such information.

### **11. Governing Law and Jurisdiction**

These ETC and the Agreement will be deemed entered into in the Province of Quebec, Canada. These ETC shall be governed by the laws applicable in the Province of Quebec, Canada, without regards to the principles of conflicts of law.

The Parties hereby expressly agree and consent to the exclusive jurisdiction of the courts of the judicial district of Montreal, Province of Quebec, Canada, for the purpose of resolving any dispute relating to these ETC and Agreement and they elect domicile in the judicial district of Montreal, Province of Quebec, Canada.

### **12. Assignment**

End User may not assign any of its rights and obligations arising under these ETC without the prior written consent of the Company. The Company may assign any of its rights and obligations arising under these, in whole or in part, in its sole discretion.

### **13. Invalidity**

If any clause or paragraph hereof is held in whole or in part to be null and void, such nullity or invalidity shall not affect in any manner the validity of the other clauses and paragraphs of these ETC or the remaining part of such clause or paragraph unless the wording expresses a clear intention to the contrary.

### **14. Language**

End User confirms and acknowledges having received a copy of these ETC in French language and that it has expressly requested an English version thereof. As such, the Parties acknowledge that they have requested and are satisfied that this agreement and all related documents be drawn up in the English language only. Le *End User* confirme et reconnaît avoir reçu une copie de la présente convention en langue française et qu'il a expressément demandé une version anglaise de celle-ci. À ce titre, les Parties aux présentes reconnaissent avoir requis que la présente convention et les documents qui s'y rapportent soient rédigés en langue anglaise seulement et elles s'en déclarent satisfaites.