

# Vbrick Subscription EULA

## Vbrick End User License Agreement

### **VBRICK END USER LICENSE AGREEMENT FOR VBRICK SUBSCRIPTION BASED SOFTWARE PROGRAMS AND COMPONENTS.**

**RESTRICTED TO THE NUMBER OF LICENSES SUBSCRIBED TO PER THE APPLICABLE ORDER(S). VBRICK SYSTEMS, INCORPORATED ("VBRICK") IS WILLING TO LICENSE USE OF THE SOFTWARE PRODUCT (AS DEFINED HEREIN) ON A SUBSCRIPTION BASIS TO YOU ONLY UPON THE CONDITION**

**THAT YOU ACCEPT THE TERMS CONTAINED IN THIS AGREEMENT.**

**BY USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS END-USER LICENSE AGREEMENT ("EULA").**

This EULA is a legal agreement between You and Your affiliates (either an individual or a legal entity) ("You" and/or "Your") and Vbrick Systems Inc., d/b/a Vbrick ("You" and "Vbrick" individually being a "Party" and together the "Parties"), for the use of the Vbrick software product identified in the applicable purchase order (the "Order"), or other written agreement, entered into by You or an organization on Your behalf, for the applicable subscription (whether in paper or electronic format) ("Purchase Order"), which includes computer software and any modules thereto ("Software Product") and may include associated media, printed materials, and "online" or electronic documentation ("Documentation") (altogether, the "Services").

If You do not agree to the terms of this EULA, do not install or use the Software Product or service.

### **GRANT OF LICENSE**

The right to access and use the Software Product is being licensed, not sold, to You on a subscription basis. In accordance with and subject to the terms and conditions of this EULA, Vbrick grants You a personal, non-transferable, non-exclusive license to access and use the Software Product and Documentation for the period of the subscription as provided in the Purchase Order. All rights and title in and to the Software Product and Documentation and all derivative works thereof (as such term is defined by the United States Copyright Act (as amended) at Title 17 U.S.C.), including without limitation copyrights and trade secret rights, and including, but not limited to, all output generated by the Software Product or any artificial intelligence ("AI") tools implemented by the Software Product or Services, belong to Vbrick and/or its partners, licensors and suppliers (collectively, "Suppliers"), and Vbrick and its Suppliers hold title to each copy of the Software Product and Documentation, and any portion thereof. Vbrick and its Suppliers reserve all rights to the Software Product and Documentation not expressly granted to You herein. Use of the Software Product is also subject to the Acceptable Use Policy posted at <https://vbrick.com/termsconditions/>.

This EULA grants You the following rights based on Your applicable Order:

Software Product. You may access and use the Software Product(s) as hosted by Vbrick (or on Your premises if specified in Your Purchase Order), only for the subscription period and for the number of users for which the license is given pursuant to Your Purchase Order. Except as expressly provided herein, You may not copy, nor encourage or allow copying of, the Software Product or Documentation. You may not cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, dissemination or other distribution of the Software Product or the Documentation by any means or in any form without Vbrick's prior written consent. Such restriction includes, but is not limited to, use of the Software Product to create, train, or improve an AI tool or service.

Local Storage/Network Use. No local server or network storage or hosting of the Software Product is permitted in this EULA, unless specified in Your Purchase Order.

Active User License. An Active User License for the Software Product only permits up to a certain number of authorized users to log in and use the Software Product monthly, per the terms of the applicable Order or as otherwise specified

therein. Concurrent use of the same account by more than one unique user is not counted as single active use but as active use by the number of users using such account. If the number of active users using the Software Product exceeds the number of Active User Licenses purchased, You agree to purchase no less than the amount of the overage at the then current unit pricing, in a timely fashion, with no requirement for an additional order document mitigating this obligation.

Single User or Named User License. A single user- or named user-license for the Software Product may not be shared or used concurrently on different computers or by separate users unless otherwise specified in Your Purchase Order. Single or named users may be identified by You by name, or from a pool of names initially loaded by You and to be more specifically identified as such single or named users begin using the Software Product. Such pool shall not be unreasonably larger than the number of single user- or named user-licenses You have licensed. The parties may mutually agree for Vbrick to otherwise provision use by more users than the number of single user- or named user-licenses You have licensed via Purchase Order(s), and in such cases, on an agreed- upon regular basis, Vbrick will run a report of the number of users using the Software Product. If such report shows Your use has exceeded the number of single user- or named user-licenses You have licensed via Purchase Order(s), then either (a) You will purchase enough single user- or named user-Licenses to cover such additional, unlicensed users no later than thirty (30) days following the issuance of the report, or (b) Vbrick will have the right to terminate the use of the Software Product by such additional, unlicensed users.

Anonymous User License. An Anonymous User License for the Software Product only permits a certain number of non-named users for a certain specified period of time, per the applicable Order, to access the specific functionality provided by Vbrick's designated anonymous use portal.

Consumption User License. A Consumption User License for the Software Product only permits authorized users for a certain purchased period of time, per the applicable Order, to access and use the Software Product. Under Consumption User License, Vbrick will grant access to the Software Product to the authorized users through the Term of the applicable Purchase Order(s) as follows: (i) for video use (playing and recording) for up to the number of hours detailed in the applicable Purchase Order(s), with usage rounded to the nearest minute, and each individual authorized user's use be counted toward the hour usage (i.e. concurrent use is not counted as single use), and (ii) unlimited use during the Term of the applicable Purchase Order(s) for all other functionalities of the Software Product.

Evaluation Software License. If You are provided access to any evaluation or demo software from Vbrick, You are bound by the terms of this EULA with respect to such software with the additional condition that such software may be used solely for evaluation purposes and only during the evaluation term set by Vbrick, or for 30 days if no evaluation term was set by Vbrick. Vbrick reserves the right to terminate any evaluation term at any time for any reason. Vbrick does not warrant or support unlicensed software or software provided for evaluation or demonstration purposes.

Storage and Bandwidth Usage. The storage and bandwidth made available to You by Vbrick is determined by the quantity and type of licenses purchased by You for the Software Product, and detailed in the applicable Order or associated documentation, subject to certain Vbrick's Acceptable Use Policy posted at <https://vbrick.com/termsconditions/>.

Recording Functionality Usage. The number of hours of use of the recording functionality of the Software Product provided to You are subject to the quantity and type of licenses purchased by You for the Software Product, and detailed in the applicable Order or associated documentation, subject to certain Vbrick's Acceptable Use Policy posted at <https://vbrick.com/termsconditions/>.

Open Source Software. Some Vbrick products use open source software provided by third parties. Vbrick acknowledges the use of third-party open source software and licenses in some Vbrick products. The freely available source code and licenses are posted at <https://vbrick.com/termsconditions/>

No Modification or Intrusive Testing. You may not alter or modify the Software Product. Use of the Software Product

is licensed for viewing, distributing, and sharing media files. You are not authorized to integrate or use the Software Product with any software, including any AI tools or platforms, except as authorized by Vbrick. You must get Vbrick permission in advance in writing before performing any load or penetration testing on the Software Product.

Automatic Protection. THE SOFTWARE PRODUCT MAY INCLUDE TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE AND COPYING. THIS TECHNOLOGY MAY CAUSE YOUR COMPUTER TO AUTOMATICALLY CONNECT TO THE INTERNET. ADDITIONALLY, ONCE CONNECTED, THE SOFTWARE PRODUCT MAY TRANSMIT YOUR SERIAL NUMBER TO VBRICK OR ITS SUPPLIERS AND IN DOING SO MAY PREVENT USES OF THE SOFTWARE THAT ARE NOT PERMITTED.

Third-Party Website Access. The Software Product may allow You to access third-party websites ("Third-Party Sites"). Your access to and use of any Third-Party Sites, including but not limited to any goods, services, or information made available for such sites, is governed by the terms and conditions found at each Third Party Site, if any. Third-Party Sites are not owned or operated by Vbrick or its Suppliers.

YOUR USE OF THIRD-PARTY SITES IS AT YOUR OWN RISK. NEITHER VBRICK NOR ITS SUPPLIERS MAKES ANY WARRANTIES, CONDITIONS, INDEMNITIES, REPRESENTATIONS, OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING BUT NOT LIMITED TO NONINFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, INTEGRATION, ACCURACY, SECURITY, AVAILABILITY, SATISFACTORY QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE THIRD-PARTY SITES.

Compliance With Licenses. If You are an entity, You agree that upon request from Vbrick or Vbrick's authorized representative, You will within thirty (30) days fully document and certify that use of any and all Software Products at the time of the request is in conformity with Your valid license(s) from Vbrick and/or its Suppliers.

Vbrick also grants You a license for the period of the subscription as provided in the Purchase Order to access training and informational videos which Vbrick may provide with the Software Product from time to time, via links to videos, MSWord docs connected to videos, and transcriptions of such videos.

## **OTHER RIGHTS AND LIMITATIONS**

AI Contents. The Software Product and Services may include features which use, are powered by, or are an artificial intelligence system ("AI-Powered Services"). The organization and overall presentation of the materials You receive or access by way of the Software Product or Services may have been enhanced by the use of artificial intelligence. While the services provided to You via the Software Product are developed by a human author, **as a result of Vbrick's use of AI tools, the services provided via the Software Product and Services may not be completely error-free or up to date. You acknowledge that the use of the Software Product and Services, and that any actions taken or reliance on such products, are at Your own risk.** We recommend independently verifying the accuracy of any output provided to You by the Software Product or Services, even the information provided appears accurate. Additionally, you acknowledge that AI-Powered Services may not dynamically (in "real time") retrieve information and that, consequently, the output provided to you may not account for events, updates, or other facts that have occurred or become available after the AI-Powered Service was trained.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly mandated by applicable law. You may not use the Software Product to conduct a service bureau or similar business for the benefit of third parties. You may not modify, adapt, translate, or otherwise create derivative works based on the Software Product or Documentation.

Support Services. Vbrick may or may not provide You with support services related to use of the Software Product ("Support Services"). Any use of supplemental software code provided to You as part of the Support Services shall be considered subject to the terms and conditions of this EULA and the applicable support plan as detailed at <https://www.vbrick.com/ma/vbrick-support-services.pdf>. With respect to any technical information You may provide as part of the Support Services, Vbrick may use such information for its business purposes, including but not limited

to product support and development.

Software Transfer. If You are an entity, You may make a one-time permanent transfer of all of Your rights under this EULA to another end-user in connection with a sale of Your business or a change of control transaction, provided that You retain no copies and transfer of all of the Software Product and Documentation (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this EULA. If the Software Product is an upgrade, any transfer must include all prior versions of the Software Product.

Term and Termination. This EULA is effective from the moment you accept these terms as you begin use of the Software Product (the "Effective Date") until terminated. You may terminate this EULA at any time by discontinuing Your use of the Software Product, and notifying Vbrick in writing. This EULA shall terminate automatically in the event (i) You fail to comply with any term or condition contained herein or in the applicable Purchase Order, including without limitation Your obligation to pay for the subscription per the terms of the Purchase Order; (ii) You terminate or suspend Your business; become subject to any bankruptcy or insolvency proceeding or become insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (iii) any governing jurisdiction's laws or regulations (including without limitation export or national security laws) inhibit or prohibit Vbrick from performing under this EULA. Upon termination of this EULA, You shall immediately discontinue the use of the Software Product and shall return, or provide certification to Vbrick of the destruction of, all copies of the Software Product and the Documentation. All provisions hereof relating to disclaimers of warranties, limitation of liability, remedies or damages, and Vbrick's proprietary rights, shall survive any termination of this EULA.

### ***COPYRIGHT AND DATA OWNERSHIP***

All title and copyrights in and to the Software Product (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software Product, and including without limitation, copyrights, patents, trademarks, and trade secrets, in any AI-Powered Services made available to You via the Software Product), the Documentation or other accompanying printed materials, and any copies of them are owned and retained by Vbrick and/or its Suppliers. Copyright laws and international treaty provisions protect the Software Product. Therefore, You must treat the Software Product like any other copyrighted material. You may not copy the printed materials accompanying the Software Product.

As between You and Vbrick, ownership of all Your Data shall irrevocably and unconditionally vest in You immediately on its creation or, if created before the Effective Date of this EULA and not previously owned by You, on the Effective Date. "Your Data" means any data, data files (including video files), reports, forms, notes, plans, products, publications materials, inventions, writings, software, records or other documents, or ideas made available to Vbrick by You during the term of this EULA. All of Your Data is and shall be Your sole property and Vbrick shall not use it other than for the purposes stated in this agreement unless authorized in writing by You. If applicable, for Vbrick to comply with the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), You agree to identify in advance in writing any protected health information ("PHI") included in Your Data.

Prior to termination of the applicable subscription, You shall delete or download any video files You have uploaded via the Software Product to Vbrick's data center. Subsequent to termination of the applicable subscription, Vbrick shall delete all Your Data. Vbrick's use of Your Data does not in any way constitute permission for Vbrick to use or reproduce such data except when conducting business under the terms of this EULA or as permitted in writing by You. As part of Vbrick's conduct of business under this EULA, Vbrick may process and store any inputs to the Software Product (meaning, any information, including Your Data, submitted by You to the Software Product). You acknowledge that any information submitted to the Software Product may be shared with Vbrick, its affiliates, or with third parties who may access the data as result of Your input. All Your Data is and shall remain Your exclusive property. Generally, Vbrick shall not access Your Data, or where it is stored in the Software Product, without Your express permission, though reserves the right to if urgent support or troubleshooting instances require it does so in

order to maintain the Software Product. Additionally, You represent and warrant that You have and will maintain throughout the Term all necessary rights, consents, and authorizations to provide Your Data to Vbrick and to authorize Vbrick to use, disclose, retain, or otherwise process Your Data as contemplated by this EULA.

If the Software Product is hosted on Your premises, You agree You shall return or delete all of the Software Product as mutually agreed.

### **RESPECT FOR RIGHTS AND INDEMNIFICATION**

You agree that You shall only use the Software Product and Documentation in a manner that complies with this EULA, and all applicable laws in the jurisdiction in which You use the Software Product and Documentation, including but not limited to applicable restrictions concerning copyright and other intellectual property rights. This Software Product is intended for use only with properly licensed media and content. It is Your responsibility to ascertain whether any copyright, patent, or licenses are necessary and to obtain any such licenses to duplicate, modify, transmit, distribute, and/or create or compress such media or content. You agree to indemnify, defend, and hold harmless Vbrick and its affiliates, licensors, and suppliers, and each of their officers, directors, stockholders, employees, representatives and agents, from and against any and all losses, damages, costs, expenses (including reasonable court costs and attorneys' fees), fines, or claims arising from or relating to any claim (i) connected with Your use of the Software Product or Documentation; or (ii) that the Software Product or Documentation was used by You in connection with the duplication, modification, transmission or distribution of, or any other action relating to any content or materials in violation of another party's rights or in violation of any law. You may not use the Software Product in conjunction with any device or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

### **CONFIDENTIALITY AND PRIVACY**

You acknowledge that the Software Product and Documentation contain proprietary and confidential property of Vbrick and/or its Suppliers (collectively, "Confidential Information"). You will not disclose, provide or otherwise make available any such Confidential Information to any third party. Neither party shall use the other party's name in any press release, advertising, promotional material or other public statement without the express written consent of the other party. Note that Your employer may be allowing Vbrick to gather anonymous analytics data through the use of the Software Product and any concern You have with such data gathering should be resolved with Your employer. Any improper use of such data by the gathering entity is solely the liability of such entity. Vbrick does not collect personally identifiable information, but may use technologies, including AI technologies, like cookies, web beacons, or device identifiers (some created by third parties) to anonymously identify and log Your browser, operating system and/or IP address so we can analyze and improve our services.

Vbrick will adhere to its Privacy Policy posted at <https://vbrick.com/termsconditions/> and EU Shield Policy posted at <https://vbrick.com/eushield/>.

### **DATA PROTECTION**

In the performance of the Services, because the Services include data compression and encryption, Vbrick is technically a data processor ("Data Processor") of Your data, including personally identifying data ("Personal Data"), and You are the "Data Controller". Vbrick shall, if processing Your Personal Data as a Data Processor: (i) only process Your Personal Data for the duration of the Agreement; (ii) only process Your Personal Data on behalf of You to provide the Software Product and Services; (iii) only process Your Personal Data on and in accordance with Your instructions and as set forth in this Agreement; (iv) ensure that appropriate technical and organizational measures are taken to protect against the accidental, unauthorized or unlawful destruction, loss, alteration, access or disclosure of Your Personal Data; (v) if You are a European resident, Vbrick will not transfer Your Personal Data outside the European Economic Area ("EEA") to countries whose laws the EEA has acknowledged do not ensure an adequate level of data privacy protection, without the prior written consent of You; and (vi) delete or return Your Personal Data according to Your instructions, per the applicable master agreement, (except to the extent that Vbrick

is required to continue to store Your Personal Data); (vii) ensure that all its personnel who have access to Your Personal Data are subject to obligations of confidentiality when processing Your Personal Data; (viii) promptly inform You if any Your Personal Data is (while within the Vbrick's possession or control) subject to a personal data breach (as defined in Article 4 of the GDPR); (ix) provide You and any legal data protection regulator all information and assistance necessary to demonstrate compliance with the obligations in this EULA; (x) permit Your chosen independent auditor (at Your sole cost) to access any relevant premises, personnel or records of Vbrick on no less than 30 days prior written notice to audit and verify compliance with Vbrick's data protection obligations under this EULA.

The Parties acknowledge and agree that the provision of the Services and/or Software Product may involve a transfer of Your Personal Data from Vbrick to its affiliates (if any) and third-party data processors engaged in the provision of the Services and located outside the EEA. In approving such transfers, each Party: (i) enters into the Standard Contractual Clauses found at <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914>; and (ii) shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the applicable data protection laws ("Data Protection Laws"), and shall make such information available to any data protection regulator on request.

You acknowledge that Vbrick is reliant on You for direction as to the extent to which Vbrick is entitled to use and process Your Personal Data. Consequently, Vbrick will not be liable for any claim brought by a Data Subject (as defined under the GDPR, and including persons under Article 82 of the GDPR) to the extent that such action or omission resulted directly from Your instructions. You shall be responsible for ensuring that its instructions comply with all applicable laws and regulations.

You are responsible for (a) obtaining all necessary consents from the Data Subjects (where applicable) and providing all applicable privacy notices and disclosures to the Data Subjects (as required under the Data Protection Laws) to enable Vbrick to collect, process and share Your Personal Data as anticipated under this Agreement; and (b) providing Vbrick with instructions for processing Your Personal Data that are in compliance with the Data Protection Laws.

Vbrick shall provide reasonable assistance to You in respect of any Data Access Requests that You notify Vbrick about in writing. You shall promptly (and, in any event, within 7 days) notify Vbrick following the receipt of: (i) a complaint, communication or notice which relates directly or indirectly to the processing of Your Personal Data by Vbrick; or (ii) a request from a Data Subject to exercise their rights under the Data Protection Laws in relation to Your Personal Data ("**Data Access Requests**") and shall provide sufficient information to enable Vbrick to supply any Your Personal Data included in the Data Access Requests. Vbrick shall not be liable for any enforcement action by a governmental body with the rights to enforce these provisions ("DP Regulator"), losses, damages or costs suffered or incurred by You in connection with any Data Access Request, where such enforcement action by a DP Regulator, losses, damages or costs are in any way attributable to Your failure to comply with this paragraph.

Each party shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in this Agreement or other written instructions from You.

Vbrick may authorize third parties ("Third-Party Subprocessors") to process Your Personal Data in connection with the Services and its obligations hereunder. Vbrick shall take reasonable steps to ensure that any such Third-Party Subprocessors only process Your Personal Data on the basis of a written contract which imposes on and secures from such Third-Party Subprocessors obligations in compliance with applicable Data Protection Laws and that are substantially the same as those contained in and imposed on Vbrick under this paragraph. You may object to the use of any Third-Party Subprocessor by notifying Vbrick that You do not consent to the use of that Third-Party Subprocessor. In that case, Vbrick shall have the right to cancel its use of that Third-Party Subprocessor; or case to provide the particular aspect or feature of the Software Product or Service that would require use of that Third-Party Subprocessor. If neither option is feasible and the parties have not reached a satisfactory resolution within thirty (30) days of Your notice to Vbrick, then You or Vbrick may terminate this EULA.

## *U.S. GOVERNMENT RESTRICTED RIGHTS*

Use of the Software Product and Documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, or RESTRICTED RIGHTS notice per 52.227-14 as applicable. Manufacturer is VBrick Systems, Inc. 12 Beaumont Road, Wallingford, CT 06492 USA.

## *EXPORT RESTRICTIONS*

You acknowledge that the Software Product, Documentation and/or technical data associated therewith (together, "Technical Data") are subject to the export control laws of the United States. You agree that You shall comply with all applicable U.S. export control laws and regulations, and shall not export or re-export the Technical Data, or direct products thereof, except as authorized by U.S. law, and specifically not to any restricted countries, or to any national thereof, or to any other person or entity prohibited from receiving U.S. exports or to any entity which engages in the development, production, or stockpiling of missiles or nuclear, chemical, or biological weapons.

Restricted countries currently include, but may not be limited to: Cuba, Iran, Iraq, Libya, Kosovo (Serbian controlled), Montenegro, Serbia, North Korea, Sudan and Syria and any Taliban-controlled areas of Afghanistan, or any other U.S.-embargoed country or area. Without limiting the foregoing, You acknowledge that You are not a person or entity prohibited from receiving U.S. exports or a person or entity which engages in the development, production, or stockpiling of missiles or nuclear, chemical, or biological weapons. You further acknowledge that (i) You are not located in, and (ii) are not a national of any U.S.-embargoed country or area. Without limiting any of the foregoing, if You export the Technical Data from the country in which You first received it, You assume the responsibility for compliance with all applicable export and re-export regulations, as the case may be.

## *LIMITED WARRANTY*

ACCESS TO AND USE OF THE SOFTWARE PRODUCT AND DOCUMENTATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VBRICK AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OR CONDITIONS, EXPRESS AND IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS WITH RESPECT TO THE SOFTWARE PRODUCT'S OR THE DOCUMENTATION'S TITLE, NONINFRINGEMENT OF THIRD PARTY'S RIGHTS, QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NEITHER VBRICK NOR ITS SUPPLIERS WARRANT THAT THE SOFTWARE PRODUCT SHALL BE OPERABLE, UNINTERRUPTED OR ERROR-FREE, OR THAT IT MEETS YOUR REQUIREMENTS, OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR HARDWARE. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE PRODUCT AND DOCUMENTATION IS WITH YOU. NEITHER VBRICK NOR ITS SUPPLIERS IS OBLIGATED TO PROVIDE ANY SUPPORT SERVICES TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF ALL WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## *LIMITATION OF LIABILITY AND SLA*

IN NO EVENT WILL VBRICK OR ITS SUPPLIERS (OR THEIR OFFICERS, EMPLOYEES, DIRECTORS, AGENTS OR REPRESENTATIVES) BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, RELIANCE, INDIRECT OR CONSEQUENTIAL DAMAGES, (INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, LOSS OF GOODWILL OR LOSS OF BUSINESS REPUTATION) RESULTING FROM EITHER THE SOFTWARE PRODUCT OR DOCUMENTATION OR BOTH, EVEN IF VBRICK OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN ADDITION, VBRICK DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE USE OR INTERPRETATION OF ANY AI-GENERATED CONTENT IN THE PROVISION OF THE SOFTWARE PRODUCT OR SERVICES, AND VBRICK DISCLAIMS ANY LIABILITY FOR DAMAGES OR LOSSES RESULTING FROM THE USE OR RELIANCE ON SUCH CONTENT. YOU ARE SOLELY RESPONSIBLE FOR RESPONDING TO ANY THIRD-PARTY CLAIMS REGARDING YOUR USE OF THE SOFTWARE PRODUCT AND USE OF ANY AI-POWERED SERVICES INCLUDING BUT NOT LIMITED TO, COPYRIGHT OR TRADEMARK INFRINGEMENT CLAIMS RELATING TO INPUT

SUBMITTED BY YOU DURING YOUR USE OF THE SERVICES OR SOFTWARE PRODUCT.

VBRICK'S OR ITS LICENSORS' OR ITS SUPPLIERS' LIABILITY TO YOU OR ANY RELATED THIRD PARTY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THOSE DAMAGES WHICH ARE PROVABLE IN COURT AND TO THE AMOUNT PAID BY YOU FOR THE APPLICABLE SUBSCRIPTION OVER THE PREVIOUS TWELVE MONTH PERIOD. CLAIMS FOR DAMAGES MUST BE MADE WITHIN ONE (1) YEAR OR BE FOREVER BARRED. YOU WAIVE ANY CLAIM THAT THESE LIMITATIONS OR EXCLUSIONS DEPRIVE YOU OF AN ADEQUATE REMEDY.

This limitation of liability shall not apply to liability for death or personal injury resulting from a party's gross negligence, to the extent applicable law prohibits such limitation. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, special, punitive or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to You.

If the Software Product is hosted by Vbrick at its data center, Vbrick will comply with the Vbrick Service Level Commitment documented at <http://www.vbrick.com/ca/vbrick-service-level-commitment.pdf>, with Vbrick's system logs and other records shall be used for calculating any service level events, and Vbrick's liability for interruptions in service is limited to the credits provided for in such Vbrick Service Level Commitment document.

### **MISCELLANEOUS**

This EULA will be governed by the laws in force in the Commonwealth of Virginia excluding (i) the application of its conflicts of law rules; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"); (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980; and (v) the Uniform Computer Information Transactions Act (and all successor or amended acts that are or may be adopted in any jurisdiction).

This EULA constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements pertaining to the subject matter hereof. This EULA shall not be amended, altered or changed by any purchase order or other instrument submitted by You, whether formally rejected by Vbrick or not. If Vbrick provides any modification, enhancement, replacement or update for the Software Product to You, such modification, enhancement, replacement, or update shall be governed by the terms of this EULA and is permitted only if You possess a valid license to the previous version of the Software Product to which the modification, enhancement, replacement or update applies. Vbrick may also require additional or different terms and conditions as a condition to Your using such modification, enhancement, replacement or update. Your installation and use of a modification, enhancement, replacement or update indicates Your acceptance of this EULA and any such additional or different terms and conditions with respect to such modification, enhancement, replacement or update.

The failure of any party at any time to require performance of any provision of this EULA shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of any breach of any term in this EULA, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of any breach of any such term or any other term set forth in this EULA.

If any provision of this EULA is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision in this EULA invalid, inoperative, or unenforceable. The invalidity of any portion of this EULA shall not affect the remaining portions of this EULA.

You shall be responsible for and shall pay, and shall reimburse Vbrick on request if Vbrick is required to pay, any sales, use, value added (VAT), consumption or other tax (excluding any tax that is based on Vbrick's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Software Product or the Documentation. The governing language of this EULA, the Software Product and the Documentation is English.

You acknowledge that (i) You have read and understand this EULA; (ii) this EULA has the same force and effect as a signed agreement; (iii) issuance of this EULA does not constitute general publication of the Software Product and



Documentation; and (iv) the individual accepting this EULA on behalf of a corporation or other legal entity personally represents that he or she is duly authorized to accept this EULA on behalf of such entity and that this EULA is binding upon such entity.

This EULA may be updated from time to time with an announcement of such update on our website, and the most current version will be posted at <https://www.vbrick.com/ca/subscriptionEULA.pdf>

If You have questions regarding the terms of this EULA, please contact us on the web at <https://vbrick.com/contact/>

---