

Terms of Use Agreement – Optm Bridge

This Terms of Use Agreement (“Agreement”) is a binding agreement between Optm Canada Inc. (“Optm”) and the party identified as the customer on the order (“You”, “Your” or “Customer”). This Agreement governs the relationship between Customer and Optm and the license and access rights to Optm Bridge (“Bridge”). By accessing or using Bridge, You acknowledge that You have read, understood, and agree to be bound by this Agreement.

1. **TERMS OF USE.** You are entitled to use Bridge in accordance with this Agreement. Bridge is made available solely for use by You according to this Agreement. Any reproduction or redistribution of Bridge not in accordance with this Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. You are entirely responsible for maintaining the confidentiality of Your password and account for Your use of Bridge, and for all activities by any user(s) who may access Bridge with Your account details. You are responsible for (i) any and all activities that occur under Your Bridge account; (ii) properly configuring Bridge in accordance with the documentation; and (iii) using Bridge solely for lawful purposes and in compliance with all applicable laws. You agree to notify Optm immediately of any unauthorized use or any other breach of security. Optm will not be liable for any loss that You may incur as a result of someone else using Your password or account, either with or without Your knowledge. Optm may, at its sole discretion, modify the features, functionality and other aspects of Bridge from time to time, provided that Optm will not modify Bridge in a manner that would have a significant adverse affect on Your use of Bridge without providing You reasonable advance notice.

You do not have any license or right to use any patch, update, upgrade or additional module unless You have a valid subscription license to Bridge and have paid all applicable fees. Use of patches, updates, and upgrades, or additional modules are limited to the extent of which You are the original end user licensee or transferee authorized by Optm.

2. **MODIFICATION OF THESE TERMS OF USE.** Optm may, at its sole discretion, modify this Agreement from time to time. Optm shall provide You reasonable notice including the effective date of the change. You are responsible for regularly reviewing this Agreement. The most current version of this Agreement can be found at: <https://>. Your continued use of Bridge following any revision to this Agreement constitutes Your complete and irrevocable acceptance of any and all such changes.
3. **OWNERSHIP & LICENSE TO USE.** Optm and its licensors retain all ownership of patent, copyright, trademark and other intellectual property rights to Bridge (including any underlying data and software) and any derivative work of Bridge or portions thereof. Bridge is licensed, not sold, and Optm and its licensors reserve all rights to Bridge not expressly granted, whether by implication, estoppel, or otherwise. Except as expressly permitted by this Agreement, Customer shall not, nor permit anyone else to:
 - a) circumvent or bypass any technological protection measures in or relating to Bridge;
 - b) disassemble, decompile, decrypt, hack, exploit, or otherwise reverse engineer Bridge;
 - c) modify, translate, or create any derivative works based upon Bridge;

- d) publish, copy, market, rent, lease, sell, sublicense, export, import, distribute, lend, transmit, license, assign or otherwise transfer Bridge, in whole or in part to any third party, unless Optm expressly authorizes You to do so;
- e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in Bridge;
- f) incorporate Bridge or any portion thereof into any other compilations, materials, products, or services, or use Bridge for production purposes;
- g) perform, or release the results of, benchmark tests or other comparisons of Bridge with other software or systems;
- h) permit Bridge to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party; or
- i) use Bridge for any unauthorized or illegal activity.

Without limiting the foregoing, copying or reproduction of Bridge to any other server or location for further reproduction or redistribution is expressly prohibited, unless such reproduction or redistribution is expressly permitted by a duly authorized representative of Optm in writing. Bridge is made available solely for Customer's internal business purposes.

4. **AGGREGATE DATA; FEEDBACK.** Notwithstanding any provision of this Agreement, Optm owns all intellectual property rights in and to Aggregate Data, and may use, reproduce, sell, publicize or otherwise exploit Aggregate Data in any way, in its sole discretion. "Aggregate Data" refers to statistical information related to the use and performance of Bridge, provided that such statistical information is de-identified. Customer grants to Optm a worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use and exploit any suggestion, enhancement request, recommendation, correction or other feedback ("Feedback") provided by Customer relating to Bridge. Feedback will not include Customer confidential information.
5. **USAGE AUDIT.** Your Bridge order provides coverage for a specific quantity of network systems. Optm may at its sole discretion audit Your usage of Bridge. In the event that the quantity of network systems under management by You increases above the quantity described on Your order, Optm will provide You with written notice of the overage. Optm may at its sole discretion: (a) elect to charge You an additional fee for the quantity of network systems over and above the quantity described on Your order; or (b) require You to reduce Your usage to the specific quantity of network systems described on Your order within 30 days. Any additional fees will be calculated on a prorated basis from the date of audit to the end of Your Term.
6. **CONFIDENTIALITY.** Bridge, supporting documentation, related software and data available as part of or derived from Bridge constitute Optm' confidential information. Customer shall protect such information with the same degree of care that it normally uses to protect its own confidential information from unauthorized use or disclosure, but in no event less than a reasonable degree of care. The information shall not be provided or disclosed to anyone except those employees, service providers and contractors of Customer with a need to know in connection with the performance of their obligations to Customer who are bound by similar terms of confidentiality. Customer shall not

be required to maintain in confidence information that is (i) in the public domain, either at the time of disclosure by Optm or that, after disclosure, becomes part of the public domain other than by Customer; (ii) information that was in Customer's possession at the time of disclosure, and which was not acquired, directly or indirectly, from Optm or Bridge; (iii) information that resulted from Customer's own research and development, independent of and without reference to disclosure from Optm or Bridge, as evidenced by Customer's records; (iv) information that the Customer receives from third parties, provided such information was not obtained by such third parties from Optm on a confidential basis; or (v) information that is produced in compliance with applicable law or a court order, provided Optm is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Customer acknowledges and agrees that due to the unique nature of Optm's confidential information, there can be no adequate remedy at law to compensate Optm for the breach of this section and the "Ownership & License to Use" section; that any such breach may result in irreparable harm to Optm that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Optm shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, hereunder, or otherwise.

7. **SERVICE DESCRIPTION.** Bridge is a subscription service that facilitates the integration of data between several of Your existing software products using a series of connectors. The information, rules and policies updates provided by Bridge are best effort and dependent upon the source information.
8. **UPDATES.** From time to time, You may be required to download software updates to continue using Bridge. Such updates are subject to this Agreement unless other terms accompany the updates, in which case, those other terms apply. Optm is not obligated to make any updates available and does not guarantee that the system or device on which You use Bridge will support any update. Additionally, there may be times when Optm needs to remove or change a feature or functionality of Bridge. Except to the extent required by applicable law, Optm has no obligation to provide a replacement of any feature or functionality removed. Optm may release updates in a preview or beta version, which may not work correctly or in the same way the final version may work.
9. **THIRD-PARTY HARDWARE AND SOFTWARE LIMITATIONS.** Third-party hardware and/or software (together, "Third-party Equipment") are required for accessing Bridge. Fees for Bridge do not include hardware, software licenses, and/or support and maintenance for such Third-party Equipment, which must be separately purchased by Customer. Optm is not responsible for providing or maintaining any Third-party Equipment needed by Customer to connect to, access or utilize Bridge or for paying any third-party charges incurred by Customer to access and use Bridge; or for ensuring that any Third-party Equipment of Customer is compatible with Bridge.
10. **NO GUARANTEE/WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPTM AND ITS LICENSORS MAKE NO AND DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR USE OF BRIDGE. WITHOUT LIMITING THE FOREGOING, OPTM AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR ANY PARTICULAR

PURPOSE, NON-INFRINGEMENT, AND ANY CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YOU UNDERSTAND THAT USE OF BRIDGE IS AT YOUR OWN RISK AND THAT WE PROVIDE BRIDGE ON AN "AS IS" "AS AVAILABLE" BASIS "WITH ALL FAULTS". OPTM AND ITS LICENSORS DO NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM BRIDGE. Optm has not authorized any party to make any representation, warranty or obligations on behalf of Optm. This disclaimer shall apply even if the express warranty set forth above fails of its essential purpose.

11. **LIMITATION OF LIABILITY AND INDEMNITY.** OPTM'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO OPTM FOR BRIDGE IN THE PAST 12 MONTHS, REGARDLESS OF THE BASIS OF THE CLAIM. THIS LIMIT APPLIES COLLECTIVELY TO OPTM, ITS SUBSIDIARIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, SUPPLIERS, RESELLERS AND AFFILIATES. OPTM WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR ECONOMIC CONSEQUENTIAL DAMAGES, OR LOST PROFITS, BUSINESS, VALUE, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS OPTM, ITS SUBSIDIARIES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, SUPPLIERS, RESELLERS AND AFFILIATES, FROM AND AGAINST ANY CLAIM, LIABILITY, INJURY, DAMAGE, LOSS OR EXPENSE (INCLUDING REASONABLE LEGAL FEES) INCURRED AS A RESULT OF, ARISING FROM, OR RELATING TO YOUR USE OF BRIDGE, OR YOUR VIOLATION OF THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE

To the extent the laws of a territory limits or precludes the exclusion of implied warranties, or the limitation of damages, such implied warranties or damage quantum will be limited to the fullest extent permitted by law.

12. **SUBSCRIPTION TERM & FEES.** This Agreement is valid for Your Bridge order purchased from Optm or an authorized Optm reseller. The effective date of Your subscription license will begin upon shipment or issuance of activation instructions for Bridge ("Effective Date"). The term of Your subscription license shall commence on the Effective Date and continue for the period stated on the order documents, or if no period is indicated on the applicable order documents, a period of one (1) year ("Term"). Fees for Bridge are due annually in advance. Optm may change or increase fees for Bridge with respect to any renewal term. Fees for Bridge are non-cancelable and non-refundable. Optm may suspend or cancel Your access to Bridge if You fail to make timely payment. You may stop using Bridge at any time, however, termination of Your use of Bridge does not relieve You of any obligation to pay any outstanding fees.
13. **SUSPENSION, TERMINATION AND CANCELLATION.** Notwithstanding anything else herein to the contrary, and without limiting Optm's other remedies in law or equity, Optm may, in Optm's sole discretion, immediately issue a warning, temporarily suspend, indefinitely suspend or terminate Your ability to access Bridge and/or terminate this Agreement, without notice or liability, for reasons including, but not limited to: (a) You breach this Agreement or any other agreement between Optm

and You; (b) Optm is unable to verify or authenticate any information You provide (which Optm has no duty to do but may pursue in its sole and absolute discretion); or (c) Optm believes, in its sole and absolute discretion, that Your actions may cause, result in or carry a risk of legal liability for You, Optm or any third party. Upon termination of this Agreement, any provision of this Agreement that by its terms imposes continuing obligations on You shall survive the termination of this Agreement.

14. **REFUND POLICY.** Optm does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid. In the event that You terminate or breach this Agreement, You will forfeit Your right to any and all payments You may have made for Bridge.
15. **NON-ASSIGNMENT.** You may not assign or otherwise transfer this Agreement or Your rights and obligations, in whole or in part, without the prior written consent of Optm.
16. **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including, but not limited to, any strike, blockade, border closure, war, act of terrorism, riot, pandemic, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.
17. **GOVERNING LAW AND JURISDICTION.** Any disputes arising out of or relating to the terms of this Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without regard to conflict of law principles thereof and without regard to the United Nations Convention on Contract for the International Sale of Goods. You agree to submit to the jurisdiction of the courts of Ontario for the determination of any dispute arising from this Agreement.
18. **COMPLIANCE WITH APPLICABLE LAWS.** Optm reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Each party is responsible for complying with: (i) laws and regulations applicable to its business and content; and (ii) import, export and economic sanction laws and regulations, including those of Canada and the United States that prohibit or restrict the export or re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, or end users. Customer is responsible for its use of Optm and non-Optm products and services.
19. **NO UNLAWFUL OR PROHIBITED USE.** Without limiting the generality of any similar provisions, You will not use Bridge for any purpose that is unlawful or prohibited by this Agreement. You may not use Bridge in any manner that could damage, disable, overburden, or impair any Bridge server, or the network(s) connected to any Bridge server, or interfere with any other party's use and enjoyment of any Optm service. You may not attempt to gain unauthorized access to any services, other accounts, computer systems or networks connected to any Bridge server through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through Bridge.

20. **INDEPENDENT CONTRACTOR.** Optm is an independent contractor, not Your agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Your regulatory obligations, or assume any responsibility for Your business or operations. Each party is responsible for determining the assignment, direction, control and compensation of its personnel and contractors.
21. **WAIVER & ENFORCEABILITY.** Optm's failure to enforce any provision of this Agreement is not a waiver of its right to do so later.
22. **SEVERABILITY.** You and Optm agree that if any term of this Agreement is found unlawful, void or unenforceable for any reason then that term shall be stricken to the minimum extent necessary to maintain the legality of the Agreement and the remainder of the term and this Agreement shall still be given full force and effect.
23. **HEADINGS.** The section headings used herein are for reference only and shall not be read to have any legal effect.
24. **ENTIRE AGREEMENT.** You agree that this Agreement, and the information incorporated by written reference is the complete Agreement for Bridge ordered by You and supersedes all prior or contemporaneous agreements and representations, whether written or oral. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement this Agreement shall add to or vary the terms of this Agreement unless signed by authorized representatives of each party.