

TERMS AND CONDITIONS

DIG INSIGHTS INC. (“DIG” or “DIG INSIGHTS”) OWNS AND OPERATES CLOUD-BASED MARKET RESEARCH SOFTWARE THAT TRACKS AND ANALYZES DATA FOR PRODUCT IDEATION, INNOVATION TESTING AND CLAIMS. THE SERVICE IS OFFERED TO YOU BY DIG INSIGHTS INC. REGISTERED OWNER OF THE UPSIIDE TRADEMARK. FOR THE REST OF THIS TEXT, UPSIIDE WILL BE USED, BUT IT IS UNDERSTOOD THAT UPSIIDE IS PART OF DIG INSIGHTS INC.

UNLESS OTHERWISE EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF DIG, THESE STANDARD TERMS AND CONDITIONS (THESE “TERMS”) APPLY TO ANYONE TO WHOM UPSIIDE HAS DELIVERED A QUOTE THAT INCORPORATES THESE TERMS, ANYONE FROM WHOM UPSIIDE HAS RECEIVED AND ACCEPTED AN ORDER THAT WAS SUBMITTED THROUGH THE UPSIIDE WEBSITE AND ANYONE THAT HAS ENTERED INTO A PRICING AGREEMENT WITH UPSIIDE THAT INCORPORATES THESE TERMS.

THESE TERMS CONTAIN IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES AND LIABILITIES THAT ARE APPLICABLE TO THE SERVICE (AS HEREINAFTER DEFINED) SO YOU SHOULD READ THEM CAREFULLY BEFORE USING THE SERVICE. BY ACCEPTING THESE TERMS BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THESE TERMS, BY COUNTERSIGNING A QUOTE OR PRICING AGREEMENT (EACH AS HEREINAFTER DEFINED) THAT REFERENCES THESE TERMS, BY SUBMITTING AN ORDER FOR THE SERVICE VIA THE UPSIIDE WEBSITE OR BY USING THE SERVICE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU MAY NOT USE THE SERVICE. THESE TERMS MAY BE AMENDED OR UPDATED BY UPSIIDE FROM TIME TO TIME WITHOUT NOTICE AND THESE TERMS MAY HAVE CHANGED SINCE YOUR LAST USE OF THE SERVICE. IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS FOR ANY CHANGES. YOUR USE OF THE SERVICE AFTER ANY AMENDMENTS OR UPDATES TO THESE TERMS SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS AND SUCH REVISED TERMS SHALL APPLY TO YOUR USE OF THE SERVICE AFTER THE DATE OF SUCH AMENDMENTS OR UPDATES. ANY NEW FEATURES THAT MAY BE ADDED TO THE SERVICE FROM TIME TO TIME WILL BE SUBJECT TO THESE TERMS UNLESS STATED OTHERWISE ON THE UPSIIDE WEBSITE. YOU SHOULD VISIT THE UPSIIDE INSIGHTS WEBSITE PERIODICALLY TO REVIEW THESE TERMS.

IF YOU SPECIFY AN ORGANIZATION OR ENTITY NAME IN THE “Company Name” OR “Customer Name” PORTION OF AN ORDER OR A PRICING AGREEMENT, THEN YOU ARE PROCURING THE SERVICE AND/OR CREATING AN ACCOUNT FOR THAT ORGANIZATION OR ENTITY. IF YOU ARE PROCURING THE SERVICE AND/OR CREATING AN ACCOUNT ON BEHALF OF AN ENTITY OR ORGANIZATION, YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE ALL NECESSARY PERMISSIONS AND AUTHORITY TO AGREE TO THESE TERMS AND TO BIND SUCH ENTITY OR ORGANIZATION TO THESE TERMS.

TO USE THE SERVICE, YOU WILL BE REQUIRED TO PROVIDE CERTAIN INFORMATION SUCH AS YOUR NAME, ADDRESS, COMPANY NAME (IF APPLICABLE), TELEPHONE NUMBER, EMAIL ADDRESS AND CREDIT CARD DETAILS. ALL CREDIT CARD INFORMATION OR OTHER PAYMENT PROCESSING CREDENTIALS WILL BE HELD BY A THIRD-PARTY PAYMENT PROCESSING SERVICE USED BY UPSIIDE. UPSIIDE WILL USE A THIRD-PARTY PAYMENT PROCESSING SERVICE THAT EMPLOYS REASONABLE INDUSTRY STANDARD PROTECTIONS FOR THE CREDIT CARD INFORMATION OR OTHER PAYMENT PROCESSING CREDENTIALS



USED BY YOU TO PAY FEES UNDER THESE TERMS. ALL PERSONAL INFORMATION YOU PROVIDE TO UPSIIDE USING THE SERVICE WILL BE TREATED IN ACCORDANCE WITH THE UPSIIDE PRIVACY POLICY AND APPLICABLE LAW, THE TERMS OF WHICH ARE INCORPORATED BY REFERENCE INTO THESE TERMS. YOU MAY VIEW THE UPSIIDE [PRIVACY POLICY](https://diginsights188902.app.privacycenter.cloud) found at <https://diginsights188902.app.privacycenter.cloud>.

1. Definitions

For the purposes of these Terms, in addition to the capitalized terms defined elsewhere in these Terms, the following terms shall have the meanings ascribed to them as follows:

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of these Terms, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

“Anonymous Service Data” means any and all data and information that is not personal information (including because it has been de-identified, aggregated or made anonymous by UPSIIDE) created by UPSIIDE through the operation of the Service;

“Customer Service-Compatible Application(s)” means (i) an application that has been developed using the Service APIs by You or by a third party authorized by You to develop such an application for You, or (ii) a third-party cloud-based service that interoperates with the Service through the use of the Service APIs and that has been licensed by You from such third-party and which You wish to use with the Service;

“Deliverable” means any software, studies, documentation and/or other materials prepared by UPSIIDE for You as described in a Pricing Agreement or an Order or SOW for Professional Services;

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;

“Order” means any online order for the purchase of a subscription or subscriptions for the Service or for the purchase of Professional Services that has been submitted by You using the electronic order forms (or any other order form accepted by UPSIIDE) provided by UPSIIDE on the UPSIIDE website;

“Pricing Agreement” means any agreement executed by You and UPSIIDE (including through the use of digital signatures) for the purchase of a subscription or subscriptions for the Service or for the purchase of Professional Services;

“Professional Services” means professional services to be provided by UPSIIDE to You for training, implementation services, development support, custom development and other services, all as described in a Pricing Agreement or an Order and/or SOW;

“Quote” means a quotation document provided to You by UPSIIDE in respect to Your purchase of a subscription or subscriptions for the Service or Professional Services;

“SandBox Environment” means a part of the Service that allows customers to test Customer Service-Compatible Application(s) and other uses of the Service API(s);

“Service” means UPSIIDE’s cloud-based innovation testing solution including in each case the Service APIs. The “Service” excludes all Customer Service-Compatible Applications;

“Service APIs” means the APIs that are made publicly available in the Service for the purpose of integrating Customer Service-Compatible Applications with the Service and for the purpose of entering and extracting data from the Service;

“Service Tier(s)” means the various categories of Service access (which will specify the number of permitted Users) provided by UPSIIDE to customers depending on the type of Subscription that has been purchased by such customers as further described in Your Pricing Agreement and/or Your

Quote(s) and/or Order(s), as such categories of Service access may be updated by UPSIIDE from time to time;

“Statement of Work” or “SOW” means a statement of work for Professional Services and/or Deliverables that is executed by the parties (including through the use of digital signatures), which Professional Services and/or Deliverables may include, without limitation: training, implementation services, development support, custom development and/or other services;

“Subscription Fee” means the monthly, annual or multi-year fees payable by You to UPSIIDE for the right to receive access to the Service as specified in Your Pricing Agreement and/or Your Quote(s) and/or Order(s);

“Subscription Term” means an initial subscription term for the Service and any renewal periods for the Service as specified in Your Pricing Agreement and/or Your Quote(s) and/or Order(s);

“Term” has the meaning ascribed to that term in Section 10.1;

“Terms” means these Standard Terms and Conditions and any Pricing Agreement, Quote(s), Order(s) and/or SOW(s) into which this document may be incorporated;

“User” means an individual or entity who is authorized by You to use the Service on Your behalf, and who has been supplied a user account and password for the Service by You (or by UPSIIDE at Your request);

“You” means the person, organization or entity (i) executing a Pricing Agreement with UPSIIDE, the person, organization or entity identified by UPSIIDE in a Quote issued by UPSIIDE or the person, organization or entity identified in an Order submitted to UPSIIDE and accepted by UPSIIDE, or (ii) executing an agreement with a UPSIIDE reseller that incorporates these Terms by reference as contemplated in Section 11.10 of these Terms. “Your” shall have a correlated meaning. If an organization or entity name is specified in the “Company name” or “Customer name” portion of a Quote, Order or Pricing Agreement, then “You” means such organization or entity. “You” in the case of an organization or entity includes any of Your Affiliates; and

“Your Data” means all electronic data or information submitted by or on behalf of You, Your Users and/or Your third-party survey recipients to the Service, which includes, without limitation, all electronic data or information transferred by You, Your Users and/or Your third-party survey recipients to the Service from any Customer Service-Compatible Applications utilized by You, Your Users and/or Your third-party survey recipients.

2. Grant of License.

2.1 Commercial License Grant. Subject to these Terms, including payment of all applicable Subscription Fees, UPSIIDE grants You a limited, personal, non-transferable, non-sub-licensable, internal license to use the Service during the Subscription Term in accordance with the Service Tier (including, without limitation, the permitted number of Users, Organizations/Spaces, and sample respondents) for which You have subscribed, such Subscription Term and Service Tier as set forth in Your then-current Pricing Agreement, Quote(s) and/or Order(s). The right to use the Service is licensed, not sold. You may also use Customer Service-Compatible Application(s) with the Service to the extent approved in writing by UPSIIDE pursuant to Your then-current Pricing Agreement, Quote(s) and/or Order(s).

2.2 Free Version License Grant. If You register for the free version of the Service made available by UPSIIDE, then, subject to these Terms, UPSIIDE grants You a limited, personal, non-transferable, non-sub-licensable, internal license to use a reduced-feature version of the Service (the “Free Service”). You will not be entitled to receive any support from UPSIIDE for Your use of the Free Service. UPSIIDE may terminate Your use of the Free Service at any time in UPSIIDE’s sole discretion and may accept or decline any request to use the Free Service in UPSIIDE’s sole discretion. ANY DATA YOU ENTER INTO THE FREE SERVICE AND ANY CUSTOMIZATIONS YOU MAKE TO THE FREE SERVICE WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A PAID SUBSCRIPTION TO THE SERVICE. YOUR DATA CANNOT BE EXPORTED FROM THE FREE SERVICE. NOTWITHSTANDING ANY OTHER PROVISIONS IN THESE TERMS, ACCESS TO AND USE OF THE FREE SERVICE IS ON AN “AS-IS” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND. Additional terms and conditions applicable to the Free Service may appear on the applicable registration page for the Free Service. Any such additional terms and conditions are incorporated into these Terms by reference.

2.3 User Accounts. User accounts are for use by designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service.

2.4 Sandbox Environment. As part of Your commercial subscription to the Service or Your subscription to the Free Service, UPSIIDE may in its sole discretion provide You with access to the Sandbox Environment. The Service capabilities provided in the Sandbox Environment may be limited or restricted in UPSIIDE’s sole discretion. Except for pre-existing development and interoperability documentation that UPSIIDE makes generally available to Service subscribers, UPSIIDE does not provide any support for the use of the Sandbox Environment or any Service APIs as part of UPSIIDE’s standard commercial subscriptions for the Service or as part of any subscription for the Free Service. You may purchase development-related support from UPSIIDE as a Professional Service. NOTWITHSTANDING ANY OTHER PROVISIONS IN THESE TERMS, ACCESS TO THE SANDBOX ENVIRONMENT IS ON AN “AS-IS” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND.

2.5 Third-Party Services. You acknowledge and agree that the Service may present links to third-party websites or third-party products or services not owned or operated by UPSIIDE that present service offerings, advertisements, promotional materials or product offers from such third parties. UPSIIDE is not responsible for the availability of these third-party websites or third-party services or any other products or services that may be offered via such websites and/or services. Your dealings with any third-party or purchase of any third-party products or services that You may have become aware of through the Service are solely between You and such third party and the terms and conditions governing such dealing, products or services are those that You agreed with the applicable third party and UPSIIDE is not a party to any such terms or conditions. You agree that UPSIIDE is not responsible or liable for any loss or damage of any type incurred by You as the result of any dealings with any third parties or as the result of the presentation of such third parties or their products and/or services via the Service.

2.6 Your Affiliates. Your Affiliates may procure subscriptions for the Service subject to these Terms. You shall cause each of Your Affiliates to comply with these Terms to the full extent as if such Affiliate were a party hereto, and any act or omission relating to these Terms by any such Affiliate shall be deemed an act or omission by You. In addition, each party may use one or more Affiliates to perform its obligations under these Terms, provided that such use shall not affect such party’s obligations

pursuant to this Agreement and any act or omission by such Affiliate relating to these Terms shall be deemed an act or omission of such party.

3. Use of the Service.

3.1 UPSIIDE's Responsibilities. UPSIIDE shall use commercially reasonable efforts to make the Service available in accordance with the UPSIIDE [Service Level Agreement](https://diginsights.com/wp-content/uploads/2024/07/UPSIIDE_Service-Level-Agreement.pdf), which may be found at https://diginsights.com/wp-content/uploads/2024/07/UPSIIDE_Service-Level-Agreement.pdf except for (a) planned downtime, (b) any unavailability caused by circumstances beyond UPSIIDE's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, Internet service provider failures or delays or other force majeure events, or (c) any downtime caused by Customer Service-Compatible Application(s). UPSIIDE shall also provide support to You for the Service in accordance with the UPSIIDE Service Level Agreement and the Service Tier purchased by You. UPSIIDE does not warrant or support Customer Service-Compatible Application(s). UPSIIDE is not responsible for any disclosure, modification or deletion of Your Data resulting from access to or use by You of any Customer Service-Compatible Application(s).

3.2 Your Responsibilities. You are responsible for all activities that occur in Your User accounts and for Your Users' compliance with these Terms. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of Your Customer Service-Compatible Application(s) and Your Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and Your Customer Service-Compatible Application(s), and notify UPSIIDE promptly of any such unauthorized access or use, and in no case more than 72 hours from the time You become aware of any unauthorized access, use or disclosure; (iii) comply with all applicable local, provincial, state, federal and foreign laws in using the Service and Your Customer Service-Compatible Application(s); and (iv) be responsible for any Customer Service-Compatible Applications developed or purchased by You.

3.3 Use Guidelines. You shall not: (i) use the Service or Your Customer Service-Compatible Application(s) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) use the Service or Your Customer Service-Compatible Application(s) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (iii) use any automated system or software to extract or scrape data from the websites or other interfaces through which we make the Service or Your Customer Service-Compatible Application(s) available; (iv) use the Service or Your Customer Service-Compatible Application(s) to send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or any related systems or networks.

3.4 Service Changes. UPSIIDE may change the Service at any time upon reasonable notice to You by posting the changes on the UPSIIDE website; sending You notice via an email to the email address You provide on Service registration; placing a message on Your invoice; in writing; by electronic communication; or any other notice method likely to come to Your attention. If You do not accept the change, Your sole recourse is to terminate Your subscription(s) to the Service. Your continued access to and use of the Service after the change has come into effect constitutes Your acceptance of the change. If You terminate Your subscription to the Service due to a change in the Service, You will not be entitled to any refunds. The Service may contain features designed to interoperate with Customer Service-Compatible Applications. UPSIIDE cannot guarantee the continued availability of such Service features and may cease providing them without entitling You to any refund, credit or any other compensation.

3.5 Professional Services. You may order Professional Services (such as custom development or training) from UPSIIDE at the rates set forth by UPSIIDE from time to time by submitting an Order to UPSIIDE describing the custom Professional Services You wish to procure. If You submit an Order for Professional Services, such Order shall not be binding upon UPSIIDE unless accepted by UPSIIDE. UPSIIDE will use commercially reasonable efforts to respond to Orders submitted by You for Professional Services within five (5) business days following receipt thereof by UPSIIDE. If UPSIIDE does not respond to an Order for Professional Services prior to the end of five (5) business days following receipt thereof by UPSIIDE then such Order shall be deemed to have been rejected by UPSIIDE. Once an Order for Professional Services has been accepted by UPSIIDE, the parties will negotiate a mutually acceptable SOW for such Professional Services. Each SOW executed by the parties for Professional Services shall be subject to these Terms (including Schedule A). Upon execution by the parties of an SOW for Professional Services, UPSIIDE will provide the custom Professional Services described in such SOW to You. Any terms and conditions added or appended by You to any Order submitted for Professional Services that are in addition to or inconsistent with these Terms (including Schedule A) will be deemed stricken from such Order and will not be binding on UPSIIDE. You may also order Professional Services by specifying them in a Pricing Agreement executed by You and UPSIIDE. Purchased Professional Services (including training) are non-refundable and any unused Professional Services (including training) will expire twelve (12) months from the date of purchase.

3.6 Publicity. Except upon the prior written consent of You in each instance, UPSIIDE shall not use Your corporate name and logo on the UPSIIDE website or in presentations or other marketing materials created by UPSIIDE for any purpose. Neither party may issue press releases relating to these Terms without the other party's prior written consent.

4. Fees and Payment.

4.1 Fees. In consideration for the receipt of the Service, You shall pay UPSIIDE the Subscription Fees, all as specified in Your Pricing Agreement or any of Your Quote(s) or Order(s) and any Professional Services fees specified in Your Pricing Agreement or any of Your Orders and/or SOWs. All amounts are payable in the currency specified in Your Pricing Agreement or an applicable Quote, or, in the case of Orders submitted by You, the currency specified on the UPSIIDE Website for Your applicable jurisdiction.

4.2 Invoicing and Payment. UPSIIDE will invoice You electronically and You agree to accept UPSIIDE's invoices in that manner. Unless otherwise stated on an invoice sent to You by UPSIIDE, all invoiced amounts for the Service are due upon Your receipt of UPSIIDE's invoices for such amounts. You shall: (i) keep the billing, credit card and payment information You provide to UPSIIDE or its payment processors, including Your name, credit card number and expiry date, mailing address, email address and telephone number, accurate and up to date, otherwise, UPSIIDE may suspend provision of the Service to You and/or interoperation of the Service with any of Your Customer Service-Compatible Application(s); (ii) promptly advise UPSIIDE if Your credit card information changes due to loss, theft, cancellation or otherwise; (iii) be liable for Your failure to pay any fees billed to You by UPSIIDE caused by Your failure to provide UPSIIDE with up to date billing information; and (iv) upon termination of the Service, provide UPSIIDE with a forwarding address for all final invoices or correspondence if Your mailing address differs from that which You provided in Your registration information for the Service. Fees for Professional Services will be invoiced as specified in any applicable Pricing Agreement, SOW or Order, but unless specified otherwise in a Pricing Agreement, SOW or Order will be due upon completion of the applicable Professional Service.

4.3 Taxes. Unless otherwise stated, UPSIIDE's prices for the Service and for Professional Services do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes (collectively, "Taxes"). You are responsible for paying all applicable Taxes associated with Your purchases pursuant to these Terms, excluding taxes based on UPSIIDE's net income or property. If UPSIIDE has the legal obligation to pay or collect Taxes for which You are responsible under this section, the appropriate amount shall be invoiced to and paid by You, unless You provide UPSIIDE with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.4 Pre-authorized Payment. By providing Your credit card information to UPSIIDE as part of Your Service account registration, You authorize UPSIIDE to charge Your credit card for all outstanding fees, taxes and charges and outstanding account balances incurred by You in respect to the Service and any Professional Services, and this Section 4.4 constitutes UPSIIDE's good and sufficient authority for so doing. If any of Your pre-authorized payment(s) fail, UPSIIDE may immediately deactivate Your account for the Service without notice to You and collect the fees owing using other collection mechanisms. You are solely responsible for all charges incurred under Your account by You or third-parties. If You do not provide notice of non-renewal of Your subscription for the Service by the applicable time period specified in Section 10.1 for Your Subscription Term (i.e. monthly, annual or multi-yearly), then the relevant fees for the renewal of Your subscription to the Service for a new subscription having the same Subscription Term will be automatically processed and charged to You in full at the then-current fees for the Service for such renewed Subscription Term.

4.5 Fee Changes. UPSIIDE may change the fees UPSIIDE charges for the Service and Professional Services at any time in UPSIIDE's discretion. Changes to the fees will be communicated by being posted on the UPSIIDE website and will become effective at the time of posting, provided, however, any fee changes will not change Your subscription fees applicable to Your current Subscription Term, however, such fee changes will be applicable to Your next subscription renewal. If You do not wish to pay the changed fees, then Your sole recourse is to not renew Your subscription for the Service. Your renewal of Your subscription for the Service (including by not providing notice of non-renewal in accordance with the time periods specified in Section 10.1) after a fee change has come into effect constitutes Your acceptance of the fee change.

4.6 Suspension of Service. If Your account is five (5) or more days overdue in the case of a monthly Subscription Term or fifteen (15) or more days overdue in the case of an annual or multi-year Subscription Term, then in addition to any of its other rights or remedies, UPSIIDE shall have the right to suspend provision of the Service to You without liability until such amounts are paid in full.

5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted pursuant to these Terms, UPSIIDE reserves all right, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to You pursuant to these Terms other than as expressly set forth in these Terms.

5.2 License Restrictions. You shall use the Service and Your Customer Service-Compatible Application(s) solely as contemplated in these Terms and shall not license, sublicense, sell, resell, lease, transfer, assign, distribute, time share or otherwise make the Service and Your Customer Service-Compatible Application(s) available to any third party except to the extent expressly agreed by UPSIIDE in writing. You shall not: (i) modify, reverse engineer, decompile, disassemble, or create derivative works based on the Service except to the extent that enforcement of this restriction is

prohibited by applicable law notwithstanding a contractual provision to the contrary; (ii) circumvent any user limits or other use restrictions that are built into the Service; (iii) use the Service and Your Customer Service-Compatible Application(s) for an illegal purpose, criminal offence, intellectual property infringement, harassment (including annoying or offensive transmissions) or in a manner that would cause interference with network operations; (iv) interfere with the Service or any of the hardware, software or other infrastructure used to provide the Service; or (v) access the Service in order to build competitive product(s) or service(s), or to copy any ideas, features or graphics of the Service.

5.3 Lawful Purposes. You will comply with all laws and regulations that may apply to Your use of the Service and/or any Customer Service-Compatible Applications. If your use of the Service and/or any Customer Service-Compatible Applications requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance. You may not use the Service and/or any Customer Service-Compatible Applications in a way that would subject UPSIIDE to those industry-specific regulations without obtaining UPSIIDE's prior written agreement. You may not: (i) use the Service and/or any Customer Service-Compatible Applications to manage any illegal operations; (ii) use any type of spider, crawler, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to damage or disable the technology underlying the Service; (iii) send any unsolicited communication not permitted by applicable law; (iv) register accounts by "bots" or other automated methods or (v) endanger any part of any system or Internet connection of UPSIIDE or any third party.

5.4 Your Data and Anonymous Service Data. As between UPSIIDE and You, You exclusively own all right, title and interest in and to all of Your Data. Your Data is deemed to be Your Confidential Information. UPSIIDE shall only access Your User accounts, including Your Data, to respond to service or technical problems or as necessary for the operation of the Service or billing. You hereby grant UPSIIDE and its Affiliates a non-exclusive, fully-paid-up, world-wide, royalty-free license to use, reproduce and modify Your Data as reasonably required for the limited purposes of providing and improving the Service and any Customer Service-Compatible Applications utilized by You and/or Your Users. The forgoing license shall include the right for UPSIIDE to use, reproduce and modify Your Data for the purpose of creating Anonymous Service Data. UPSIIDE shall own all right, title and interest in and to the Anonymous Service Data, including all intellectual property rights in the Anonymous Service Data, and You hereby assign, transfer and convey to UPSIIDE any ownership interest You may have in any Anonymous Service Data.

5.5 You as Controller. You agree that in the event that You or any of your Users are subject to the General Data Protection Regulation (the "GDPR"), or related laws including related laws of European Union member states: (i) You are the controller of Your Data and that UPSIIDE is a processor; and (ii) You further represent that you have undertaken all requirements to comply with all privacy and data protection laws including but not limited to the GDPR. Such requirements may include but are not limited to maintaining adequate records and registration requirements with supervising or other regulatory authorities.

5.6 Legitimate purpose / consent. You agree and represent that all personal information You collect, provide, or otherwise use in any way in relation to the Service and/or any Customer Service-Compatible Application(s) is necessary for Your legitimate interest, which is not overridden by fundamental rights of the subject individual, and otherwise that You have all rights and have obtained all necessary consents to collect, provide and manage all personal information You provide to UPSIIDE for any purpose. You further represent that You will not collect, provide or otherwise use in any way in relation to the Service any special category of personal data as described in the GDPR.

5.7 Suggestions. You hereby grant UPSIIDE and its Affiliates a paid-up, royalty-free, worldwide, transferable, sub-licenseable, irrevocable, perpetual, unrestricted license to use or incorporate into the Service and/or any other products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the Service and/or any Customer Service-Compatible Applications.

6. Confidentiality.

6.1 Definition of Confidential Information. As used in these Terms, “Confidential Information” means all confidential and proprietary information of a party (the “Disclosing Party”) disclosed to the other party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Your Data and any business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without any prior confidentiality obligation; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, except with the Disclosing Party’s prior written permission.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Disclosing Party is not successful in opposing such compelled disclosure obligation, then the Receiving Party may disclose the Confidential Information required to be disclosed pursuant to such compelled disclosure obligation.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality and non-use protections in these Terms, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

7. Warranties and Disclaimers.

7.1 Warranties. Each party warrants that it has the legal power and authority to enter into these Terms. UPSIIDE warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (ii) the Service will not contain or transmit to You any Malicious Code (except for any Malicious Code contained in User or Your-uploaded materials or otherwise originating from You or a User) , and (iii) to the extent applicable, general industry standards reasonably applicable to the quality control of data related to sample respondents will be used including: bot detection, removal of professional respondents, red herring questions, speeding detection, and open-ended response quality checks. If You believe there has been a breach of the

warranty set forth in Section 7.1(i), then You must notify UPSIIDE of such claim within ninety (90) days of the date of the alleged breach of such warranty.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, UPSIIDE MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UPSIIDE DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION OR DOWNTIME. FURTHER, UPSIIDE SHALL NOT BE RESPONSIBLE FOR ANY LIMITATIONS, DELAYS, AND ANY OTHER PROBLEM INHERENT IN THE USE OF THE INTERNET AND/OR ELECTRONIC COMMUNICATIONS.

YOU ACCEPT AND AGREE THAT OUTPUT FROM THE SERVICE MAY NOT ALWAYS BE ACCURATE, AND ANY USE OF OUTPUT IS AT YOUR SOLE RISK. YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

8. Indemnification.

8.1 Indemnification by You. You shall, on demand from UPSIIDE, indemnify, defend and hold UPSIIDE, its Affiliates and its and their directors, officers, employees, contractors and agents (the "UPSIIDE Indemnitees") harmless from and against any and all damages, liability and costs, including but not limited to fines, penalties, and attorneys' fees, incurred by any of the UPSIIDE Indemnitees in connection with or arising out of: (i) Your violation or breach of these Terms or any applicable law or regulation, whether or not referenced in these Terms; (ii) Your violation of any rights of any third party; (iii) Your misuse of the Service; or (iv) Your Data and/or any of Your Customer Service-Compatible Application(s).

8.2 Indemnification by UPSIIDE. UPSIIDE, AT ITS OWN EXPENSE, SHALL INDEMNIFY AND HOLD HARMLESS YOU AND YOUR AFFILIATES AND YOUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS AND DEFEND ANY ACTION BROUGHT AGAINST THE SAME WITH RESPECT TO ANY CLAIM, PROCEEDING, DEMAND, CAUSE OF ACTION, DEBT OR LIABILITY, LOSS, EXPENSE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY, "CAUSES OF ACTION"), TO THE EXTENT BASED UPON A CLAIM THAT THE SERVICE OR ANY DELIVERABLES INFRINGE OR VIOLATE ANY PATENTS, COPYRIGHTS, TRADE SECRETS, LICENSES, OR OTHER RIGHTS OF ANY THIRD PARTY.

9. Limitation of Liability.

9.1 Limitation of Liability. EXCEPT WITH RESPECT TO SECTION 6 (CONFIDENTIALITY) AND SECTION 8.2 (INDEMNIFICATION), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER UPSIIDE NOR ANY OF ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS) SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES (WHETHER ARISING FROM THESE TERMS OR RELATED TO THE SERVICE OR ANY PROFESSIONAL SERVICES PROVIDED TO YOU BY UPSIIDE (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS)) FOR ANY INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE,

EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, FINES OR PENALTIES, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, LOSS OF DATA, REPLACEMENT OR RECOVERY COSTS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF UPSIIDE (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UPSIIDE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR RELATED TO THE SERVICE OR ANY PROFESSIONAL SERVICES PROVIDED TO YOU BY UPSIIDE (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU PURSUANT TO THESE TERMS OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY YOU UNDER THE TERMS FOR THE SERVICE AND/OR ANY PROFESSIONAL SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OR DEFAULT OF A FUNDAMENTAL CONDITION OR TERM OR FUNDAMENTAL BREACH.

9.2 Essential Terms. THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY IN THESE TERMS CONSTITUTE AN ESSENTIAL PART OF THESE TERMS. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER UPSIIDE NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THESE TERMS.

9.3 Beneficiaries. Every right, exemption from liability, release, defence, indemnity, immunity and waiver of whatsoever nature applicable to a party under these Terms shall also be available and shall extend to benefit and to protect such party's Affiliates, subcontractors, agents, licensors, suppliers and the directors, officers, employees, contractors and agents of the foregoing and for such purposes such party is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such companies and persons in respect to the rights, exemptions, releases, defenses, indemnification, immunities and waivers applicable to such companies and persons.

10. Subscription Term and Termination.

10.1 Term of these Terms. Service subscriptions purchased by You will entitle You to use the Service for the Subscription Term(s) set forth in Your Pricing Agreement and/or Your Quote(s) or applicable Order(s). Service subscriptions may be purchased for monthly, annual or multi-year Subscription Terms and such Subscription Terms are renewable as follows: (i) for a monthly Subscription Term – for an additional month commencing at the end of Your current monthly Subscription Term provided that neither You nor UPSIIDE has provided notice of non-renewal at least two (2) days prior to the end of Your then-current monthly Subscription Term; (ii) for an annual Subscription Term – for an additional one (1) year period commencing at the end of Your current annual Subscription Term provided that neither You nor UPSIIDE has provided notice of non-renewal at least forty-five (45) days prior to the end of Your then-current annual Subscription Term; and (iii) for multi-year Subscription Term – for the same multi-year period as Your current multi-year Subscription Term commencing at the end of Your current multi-year Subscription Term provided that neither You nor UPSIIDE has provided notice of non-renewal at least forty-five (45) days prior to the end of Your then-current multi-year Subscription

Term. These Terms will commence on the date of Your acceptance of the first Quote for the Service issued by UPSIIDE to You, the date of UPSIIDE's acceptance of Your first Order for the Service or the effective date of Your Pricing Agreement incorporating these Terms, whichever occurred earlier, and shall continue thereafter for as long as You have an active Subscription Term (which period shall constitute the "Term" of these Terms).

10.2 Termination by You. You may terminate these Terms (including all of Your then-current Subscription Terms) and all of Your rights to use the Service by emailing UPSIIDE at support@upsiide.com with Your termination request. Termination will occur once UPSIIDE has disabled Your ability to access and use the Service (which UPSIIDE will do within two (2) business days of receipt of Your termination request). Your termination will not entitle You to any refunds.

10.3 Termination or Suspension by UPSIIDE. Without limiting other remedies UPSIIDE may have, UPSIIDE may limit, suspend, or terminate Your use of the Service, prohibit Your access to the Service and/or delete Your User account(s) for the Service, without prior notice, if You are in arrears in Your payment for the Service by (i) more than five (5) days for monthly Subscription Terms, or (ii) more than fifteen (15) days for annual or multi-year Subscription Terms. UPSIIDE shall also be entitled to terminate these Terms (including all of Your Subscription Term(s)) and Your rights to access and use the Service if You are: in breach of these Terms; creating problems in respect to the operation of the Service; creating legal liabilities (actual or potential) through Your use of the Service; acting inconsistently or in violation of any of UPSIIDE's policies; infringing someone else's intellectual property rights; engaging in fraudulent, immoral or illegal activities; or for other reasons that could have an adverse effect on UPSIIDE, its service providers or any other customers of the Service. UPSIIDE may provide You with notice of termination by sending an email to the email address provided by You when registering for the Service. UPSIIDE shall have the right, without any notice obligation, to terminate User accounts for the Free Service that have been inactive for more than thirty (30) days. UPSIIDE shall also have the right to cancel any commercial User accounts that has been inactive for more than one (1) year.

10.4 Effect of Termination. Upon termination or expiration of these Terms or any Subscription Term for the Service, Your ability to access and use the Service (including Your Data) will end unless You renew Your subscription for the Service. Upon written request from You, UPSIIDE will use commercially reasonable efforts to provide You with a copy of Your Data in CSV format, provided that Your access to the Service was not terminated pursuant to Section 10.3 and further provided that such request is made to UPSIIDE within thirty (30) days of such termination or expiration. If You request a copy of Your Data, a minimum two (2) hour Professional Services fee will be applicable and You must pre-pay such fee before UPSIIDE will begin the Professional Services to provide You with a CSV copy of Your Data.

10.5 Outstanding Fees. Termination of these Terms (and/or suspension of Your rights to access and/or use the Service) shall not relieve You of the obligation to pay any fees accrued or payable to UPSIIDE prior to the effective date of any such termination or expiration. If these Terms and/or any Subscription Term(s) are terminated (or if Your rights to access and/or use the Service are suspended), You will not be entitled to a refund for the unused portion of any of Your Subscription Term(s).

10.6 Surviving Provisions. The following provisions shall survive any termination or expiration of these Terms: Section 1 and Sections 4 through 11 along with any provisions that are identified as surviving in any Pricing Agreement, Quote(s), Order(s) and/or SOW(s) into which these Terms may be incorporated.

11. General Provisions.

11.1 Relationship of the Parties. The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.2 No Third-Party Beneficiaries. Except as expressly provided in these Terms, there are no third-party beneficiaries to these Terms.

11.3 Notices. All notices under these Terms shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to UPSIIDE shall be addressed to the attention of the VP of Technology. Notices to You shall be addressed to Your contact specified in Your Pricing Agreement or in the last Quote or Order between You and UPSIIDE.

11.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated in these Terms, the remedies provided in these Terms are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

11.6 Assignment. You may not assign these Terms or any of Your rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of UPSIIDE. UPSIIDE may assign these Terms to any third party in UPSIIDE's discretion. Any attempt by a party to assign its rights or obligations under these Terms in breach of this section shall be void and of no effect. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law. These Terms shall be governed by the laws of the Province of Ontario, Canada and the laws of Canada applicable therein. No choice or conflict of laws rules of any jurisdiction shall apply to these Terms. You agree that You shall only bring any action or claim in respect to these Terms, the Service and/or the Professional Services in the provincial or federal courts located in Toronto, Ontario and You hereby consent to the exclusive jurisdiction of such courts for any action or claim brought by You. Notwithstanding the foregoing, UPSIIDE shall be entitled to seek legal or equitable relief (including injunctive relief) in any jurisdiction with a reasonable connection to the subject matter of these Terms, the Service and/or the Professional Services. The application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms is expressly excluded. The parties confirm that it is their wish that these Terms as well as all other documents relating to these Terms, including notices, be drawn up in English only. Each party hereby waives any right to a jury trial in connection with any action or claim in any way arising out of or related to these Terms.

11.8 Force Majeure. Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labour problems (other than those involving the employees of the affected party), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware,

software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

11.9 Export. You acknowledge and agree that the Service and Customer Service-Compatible Application(s) may be subject to export and import controls under the regulations of Canada, the United States and other countries, and You shall comply with all export and import control regulations of such countries. You shall not use the Service and/or any Customer Service-Compatible Application(s) for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. You shall be responsible for procuring all required permissions for any subsequent export, import or use of the Service and/or any Customer Service-Compatible Application(s).

11.10 UPSIIDE Resellers. If You have procured Your subscription for the Service from a UPSIIDE reseller, then You will be subject to the terms and conditions of the separate agreement entered into between You and that UPSIIDE reseller provided that these Terms will specify and govern Your rights to access and use the Service. The payment terms for Your Service subscriptions and Professional Services will be as set forth in the separate agreement entered into between You and the applicable UPSIIDE reseller. UPSIIDE shall not have any liability or responsibility to You or to anyone else for any software or services (other than the Service and Professional Services that are actually provided by UPSIIDE) that are provided to You by such UPSIIDE reseller. If Your UPSIIDE reseller's reseller agreement with UPSIIDE is terminated or expires then UPSIIDE shall be entitled to bill You directly for the fees for the Service and any Professional Services.

11.11 Entire Agreement. These Terms, including all schedules hereto, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. No modification, amendment, or waiver of any provision of these Terms shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. These Terms will apply to all Pricing Agreements, Quotes, Orders and/or SOWs into which these Terms are incorporated including all of the provisions of any such Pricing Agreements, Quotes, Orders and/or SOWs. To the extent of any conflict or inconsistency between the provisions in the body of these Terms and any schedule, SOW or Order, the terms in the body of these Terms shall prevail. To the extent of any conflict or inconsistency between the provisions in the body of these Terms and the provisions in any Pricing Agreement or Quote(s), the terms the Pricing Agreement or Quote(s), as the case may be, shall prevail in respect to the Service subscriptions and Professional Services procured pursuant to such Pricing Agreement and/or Quote(s). Notwithstanding any language to the contrary therein, no terms or conditions stated in any of Your purchase orders or in any other order or purchase documentation shall be incorporated into or form any part of these Terms, and all such terms or conditions shall be null and void.

SCHEDULE A

Professional Services Terms

The following terms and conditions are incorporated into the Terms. Capitalized words not defined in this Schedule shall have the meaning ascribed to such words in the Terms.

UPSIIDE is willing to provide Professional Services on a time and materials or fixed price basis according to the terms and conditions set forth in this Schedule A. Such Professional Services may include: instruction and training on the use of the Service; evaluation, design and implementation of the Service; custom development; and Service deployment consultations.

1. **General.** All Professional Services to be performed by UPSIIDE at Your request shall be described in a Statement of Work, Pricing Agreement or Order that has been accepted by UPSIIDE. Upon acceptance by UPSIIDE of an Order for Professional Services or upon execution by authorized representatives of each party of a Statement of Work, each such Order and Statement of Work shall become a part of the Terms between You and UPSIIDE. Each such accepted Order and executed Statement of Work will incorporate the terms and conditions of the Terms and this Schedule A. In the event of a conflict between an Order or a Statement of Work and this Schedule A or the body of the Terms, this Schedule A or the body of the Terms, as the case may be, shall prevail.

2. **UPSIIDE's Obligations.** UPSIIDE shall perform Professional Services for You as described in any Orders accepted by UPSIIDE and any Pricing Agreement(s) or SOWs executed by the parties. UPSIIDE shall perform such Professional Services in a reasonable and workmanlike manner in keeping with reasonable industry standards and practices. UPSIIDE shall be entitled, in its sole discretion, to determine the method and means for performing the Professional Services. You acknowledge and agree that UPSIIDE may retain the services of independent consultants ("Subcontractors") from time to time to perform, or to assist UPSIIDE in performing Professional Services under this Schedule A, a Pricing Agreement or an Order or a Statement of Work. UPSIIDE personnel and/or Subcontractors shall remain under the direction and control of UPSIIDE and will be selected by UPSIIDE in UPSIIDE's discretion. If UPSIIDE is performing any Professional Services at Your facilities, then UPSIIDE shall comply with all of Your facility-related policies, procedures and rules that have been communicated to UPSIIDE in writing in advance of providing such Professional Services.

3. **Your Obligations.** You shall provide timely performance of Your obligations under this Schedule A or any Pricing Agreement, Order or Statement of Work as required for UPSIIDE to perform its obligations under this Schedule A or any Order or Statement of Work. In support of such obligations, You shall provide sufficiently qualified personnel who are capable of completing Your duties and tasks pursuant to this Schedule A or any Order or Statement of Work. You acknowledge and agree that any delay on Your part in the performance of Your obligations will have an effect on UPSIIDE's performance of the Professional Services.

UPSIIDE may provide Professional Services at Your facilities or at UPSIIDE's facilities as set forth in the relevant Statement of Work or Pricing Agreement. If Professional Services are to be provided at Your facilities, You shall provide UPSIIDE with access to Your facilities during normal business hours and at such other times as may be reasonably requested by UPSIIDE to facilitate the timely performance of the Professional Services. You shall also provide UPSIIDE personnel with working space and office support (such as telephone access, network connectivity and photocopying) while such personnel are performing Professional Services at Your facilities.

You shall designate a project management contact for the purposes of communication with UPSIIDE. The project management contact shall be the primary point of contact for You with UPSIIDE for matters relating to the provision of Professional Services.

You shall ensure no personal information is provided to UPSIIDE in the course of the Professional Services and that should you provide UPSIIDE with personal information You will be solely and fully responsible for ensuring that You have a legal and legitimate basis to provide such personal information. You assume all liability for damages, costs, fines and penalties in relation to the personal information and agree to indemnify UPSIIDE for any liability for damages, costs, fines and penalties in relation to the personal information.

4. **Price and Payment.** You shall pay UPSIIDE the fees set forth in the applicable Pricing Agreement, Order or Statement of Work either on a time and materials basis at UPSIIDE's then-current price, or on a fixed price per project basis to be negotiated between the parties. You shall reimburse UPSIIDE for all reasonable out of pocket expenses (including travel, lodging and related expenses) incurred by UPSIIDE in the performance of any Professional Services or development of any Deliverables. UPSIIDE will be entitled to add a 15% administrative surcharge on any such expenses. The fees for Professional Services shall exclude all applicable Taxes.

Unless otherwise specified in a Pricing Agreement, Order or Statement of Work, UPSIIDE shall invoice You for fees for Professional Services specified in such Pricing Agreement, Order or Statement of Work. Professional Services fees will be due immediately upon invoicing by UPSIIDE. Purchased Professional Services are non-refundable. Any unused Professional Services will expire 12 months from the date of purchase.

5. **Term and Termination.** Each party shall be entitled to immediately terminate an Order or Statement of Work for cause in the event of: (i) a material breach by the other party of its obligations under the Terms, any Pricing Agreement, this Schedule A or such Order or Statement of Work, provided that such material breach is notified to such party and is not cured within thirty (30) days of the date of such notice, (ii) the filing of a bankruptcy petition by or against a party, the filing of an assignment for the benefit of creditors, the appointment of a receiver or trustee, (iii) the assignment or attempt to assign a Pricing Agreement, Order or Statement of Work to a third party (except as permitted in the Terms). In the event of termination for cause, the non-defaulting party may terminate any Orders or Statements of Work. The non-defaulting party's right to terminate shall be in addition to any other rights that it may have in law or in equity.

6. **Intellectual Property Rights.** Unless otherwise agreed to by the parties in writing, UPSIIDE shall own all right, title and interest and all intellectual property rights to any Deliverables or custom development created by UPSIIDE as specified in any Pricing Agreement, this Schedule A or any Order or Statement of Work pursuant to this Agreement. UPSIIDE shall retain all right, title and interest and all intellectual property rights to any and all UPSIIDE proprietary information and UPSIIDE software. Subject to payment of the fees set forth in the applicable Pricing Agreement, Order or Statement of Work, UPSIIDE grants to You a non-exclusive, non-transferable (except as provided in Section 11.6 of the Terms) license to use the Deliverables solely in connection with Your permitted use of the Service as set forth in Section 2 of the Terms.

7. **Non-Solicitation.** You shall not enter into a contract for or of service with an employee of UPSIIDE who has been involved with, directly or indirectly, any of the Professional Services or development of any Deliverables for You within twelve (12) months of such employee's last involvement with such Professional Services. You shall be permitted to make generalized employment searches, by

advertisements or by engaging firms to conduct searches which are not focused on the employees of UPSIDE.

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