

END USER LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

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

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

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

1. DEFINITIONS AND INTERPRETATION

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

- 1.1. “**Activation**” means the number of instances, as purchased by the Customer, the license key can be activated at the same time to permit Users to use the Software pursuant to this Agreement.
- 1.2. “**Commencement Date**” means the date when the present Agreement is entered into by Sharegate and the Customer.
- 1.3. “**Confidential Information**” has the meaning set forth in Section 12.1 of the present Agreement.
- 1.4. “**Customer Data**” means data in electronic form that is managed, to be managed, migrated or to be migrated by the Customer using the Software, including without limitation by the Customer’s employees.
- 1.5. “**Internal Use**” means use of the Software in Customer’s internal operations and on its own SharePoint environment. For clarity purposes, “Internal Use” excludes any use of the Software for the benefit of a third party, including, among others, in the context of providing services to such third party.
- 1.6. “**License**” has the meaning set forth in Section 2.2 of the present Agreement.
- 1.7. “**Maintenance Services**” has the meaning set forth in Article 3 of the present Agreement.
- 1.8. “**Party**” means either Sharegate or the Customer, and “**Parties**” means both of them.
- 1.9. “**Related Materials**” means any and all documentation supplied by Sharegate under the present Agreement, whether in electronic and/or physical formats.

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

2. GRANT OF LICENSE

- 2.1. If the Software is a Trial Version, this Section 2.1, and not Section 2.2, shall apply. Subject to the provisions of the present Agreement, Sharegate hereby grants to the Customer a limited, revocable, non-perpetual, non-exclusive, non-transferable object code license to review, test, and evaluate the Software for its Internal Use for the duration specified on Sharegate’s website when the Software is installed (the “**Trial License**”).
- 2.2. If the Software is not a Trial Version, this Section 2.2, and not Section 2.1, shall apply. Subject to the provisions of the present Agreement as well as the payment of all applicable fees for the term of such License, Sharegate hereby grants to the Customer a revocable, non-perpetual, non-exclusive, non-transferable (except as specified in Section 11) object code license to use the Software for its Internal Use for the period purchased by the Customer (the “**License**”).
- 2.3. All rights not specifically granted to the Customer by the present Agreement are reserved to Sharegate.
- 2.4. The License is a per-Activation license. The Customer may only activate the number of Activations it has purchased and is responsible for coordinating the activation and deactivation of the license key to permit Users to use the Software in accordance therewith. For the avoidance of doubt, (a) the Customer may transfer a license key from one User to another at no additional charge so long as the Customer does not exceed the total number of Activations, and (b) mere installation of the Software does not count toward the number of Activations.

3. MAINTENANCE AND SUPPORT SERVICES

During the term of the License, Sharegate agrees to provide to the Customer software maintenance and support services, namely (i) making available to the Customer patches, fixes, updates and/or enhancements generally made available to Sharegate’s customers from time to time, if any, and (ii) technical support, on an as-needed basis for the sole purpose of responding within a reasonable period of time and attempting to address, during normal business hours (9AM to 5PM Eastern Time – UTC/GMT -5 hours), technical issues relating to the use of the Software, which may include online technical support (support@share-gate.com), and telephone technical support (1-888-444-3168) when deemed appropriate at the sole discretion of Sharegate, but which exclude any on-site

technical support by Sharegate personnel, agents or subcontractors (collectively referred to as the “**Maintenance and Support Services**”). Without limiting the generality of the foregoing, any requests by the Customer for additional features or functionality that fall outside of Sharegate’s ongoing updates and/or enhancements of the Software are excluded from Maintenance and Support Services.

3.1. **Obligations of the Customer**

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

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

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

3.2. **Maintenance and Support Services Limitations**

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

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

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

4. **TERM AND TERMINATION**

4.1. The present Agreement and the License commence as of the Commencement Date, and remain in force until the expiration of the License period purchased by the Customer.

4.2. The Customer may at any time terminate this Agreement and the License by sending a written notice to Sharegate, provided that such termination will not entitle the Customer to any refund nor reduction in fees.

- 4.3. If the Customer materially breaches any provision of the present Agreement, Sharegate may terminate the present Agreement, provided, however, that (i) Sharegate has given to the Customer a prior written notice of the breach within a period of at least thirty (30) days to cure it and (ii) the Customer has not cured the breach during such period. Termination for breach shall not alter or affect Sharegate's right to exercise any other remedies for breach. Such termination will not entitle the Customer to any refund nor reduction in fees.
- 4.4. Upon termination of the Agreement and the License, the Customer must permanently delete all copies of the Software under its control or in its possession, and upon request by Sharegate, must provide a written confirmation of such deletion.

5. FEES

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

6. CUSTOMER DATA AND PRIVACY

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

7. RESPONSIBILITIES AND RESTRICTIONS OF THE CUSTOMER

- 7.1. **Unacceptable Use.** The Customer shall not: (a) use the Software for any other use than for Internal Use; (b) provide the Software serial codes, password or other product key information to any third party; (c) share non-public features or content of the Software with any third party; or (d) access or use the Software in order to build a competitive product or service; to build a product using similar ideas, features, functions or graphics of the

Software; or to copy any ideas, features, functions or graphics of the Software. In the event that it suspects any breach of the requirements of this Section 7.1, including without limitation by Users, Sharegate may suspend the Customer's License to the Software without advanced notice, in addition to such other remedies as Sharegate may have. The present Agreement does not require that Sharegate take any action against the Customer or any User or other third party for violating this Section 7.1 or the present Agreement, but Sharegate is free to take any such action it sees fit.

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

8. INDEMNIFICATION BY THE CUSTOMER

The Customer must defend and hold Sharegate harmless against any claim brought by a third party against Sharegate arising from or related to use of the Software by the Customer or its Users in breach of this Agreement; provided (a) Sharegate shall promptly notify the Customer of the threat or notice of such claim; (b) the Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, the Customer shall not settle or compromise any claim that results in liability or admission of any liability by Sharegate without Sharegate's prior written consent); and (c) Sharegate fully cooperates with the Customer in connection therewith. If the Customer is a governmental or public entity, this Section 8 will not apply to the Customer only to the extent the Customer's jurisdiction's laws prohibit the Customer from accepting the requirements in this section.

9. INTELLECTUAL PROPERTY

- 9.1. **Intellectual Property Rights.** Sharegate warrants that it is the owner of the Software and of each and every component thereof or the recipient of a valid License thereto, and that it has and will maintain the full power and authority to grant the rights granted in the present Agreement without the further consent of any third party.
- 9.2. **Indemnification for IP Claim.** Sharegate will defend the Customer against any third party claim, suit or proceeding arising out of or related to a claim that the Software, when used in accordance with this Agreement, infringes or violates any intellectual property right (an

"IP Claim"). Sharegate will indemnify the Customer for any costs (including reasonable attorneys' fees) associated with the defense or settlement of and/or damages finally awarded against the Customer in any IP Claim. If an IP Claim is made or appears likely to be made, Sharegate, at its sole discretion and own expense, will take one or any of the following actions: (a) secure for the Customer the right to continue using the Software; (b) replace or modify the Software to render it non-infringing; or (c) terminate the infringing features of the Service and refund to the Customer any prepaid fees for such features, in proportion to the portion of the term remaining after such termination. The indemnification obligations in this section are subject to: (i) prompt notification in writing by the Customer of any IP Claim (provided however, that the delay or failure to give such notification shall not affect the Customer's entitlement to indemnification hereunder, except to the extent that Sharegate shall have been prejudiced as a result of such delay or failure) (ii) the transfer of sole control of the defense and any related settlement negotiations to Sharegate, unless agreed otherwise by the Parties; and (iii) the Customer's cooperation, at Sharegate's expense, in the defense of such claim. THIS SECTION STATES SHAREGATE'S SOLE OBLIGATION AND LIABILITY, AND THE CUSTOMER'S SOLE REMEDY, FOR BREACH OF THE WARRANTY IN SECTION 9.1 AND FOR POTENTIAL OR ACTUAL INTELLECTUAL PROPERTY INFRINGEMENT BY THE SOFTWARE. NOTWITHSTANDING THE ABOVE, SHAREGATE SHALL HAVE NO LIABILITY TO THE CUSTOMER IF THE INFRINGEMENT ALLEGED IN THE IP CLAIM RESULT FROM USE OF THE SOFTWARE IN COMBINATION WITH HARDWARE OR SOFTWARE NOT PROVIDED BY SHAREGATE.

10. WARRANTY DISCLAIMERS.

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL DEFECTS AND ERRORS, IF ANY. THE SOFTWARE IS SUBJECT TO CHANGE WITHOUT NOTICE. SHAREGATE MAKES NO REPRESENTATIONS AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE. SHAREGATE ASSUMES NO LIABILITY FOR ANY SYSTEM ON WHICH THIS SOFTWARE IS INSTALLED OR FOR ANY CONTENT MANIPULATED BY THE SOFTWARE.

11. LIMITATIONS ON TRANSFER

The Customer shall not assign or transfer the present Agreement or the Customer's interests, rights or obligations hereunder, and any purported assignment or transfer shall be null and void. Notwithstanding the foregoing, the Customer may assign or transfer this License to an affiliated company; provided that such affiliated company agrees in writing to be bound by the terms of the present Agreement.

12. CONFIDENTIALITY

- 12.1. "Confidential Information" means all non-public, confidential, or proprietary information disclosed before, on or after the Commencement Date, by either Party (a "**Disclosing Party**") to the other Party (a "**Recipient**") or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, "**Representatives**"), including, without limitation, all trade secrets and other information regarding the features, functioning, security, pricing,

sales strategy or marketing strategy of current or future products or services of Sharegate, including the Software.

The term "Confidential Information" as used in this Agreement shall not include information that (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives; (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient; (c) was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, before being disclosed by or on behalf of the Disclosing Party under this Agreement; or (d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

- 12.2. The Recipient shall (a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to fulfill the purpose of this Agreement; and (c) not disclose any such Confidential Information to any person or entity, except to (i) the Recipient's Representatives and (ii) Sharegate's third party service providers, who are subject to confidentiality duties or obligations to Sharegate that are no less restrictive than under this Agreement, in connection with the providing of the Software. Notwithstanding the foregoing, the Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Recipient shall give the Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.
- 12.3. Each Party retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of its Representatives.

13. LIMITATION OF LIABILITY

Except for breach of obligations specified in Section 9.1 of the present Agreement (Intellectual Property Rights), neither Party will be liable to the other for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, failure to realize expected savings, or other intangible losses (even if such Party has been advised of the possibility of such damages), however caused, under any theory of liability, arising from the performance of, or relating to, the present Agreement. Except for the indemnification specified in Section 9.2 (Indemnification for IP Claim), in no event shall Sharegate have

any liability to the Customer in excess of the amount paid by the Customer to Sharegate under this Agreement.

14. RELATION OF PARTIES

- 14.1. Nothing in the present Agreement will create or imply an agency relationship between Sharegate and the Customer, nor will the present Agreement be deemed to constitute a joint venture or partnership between the Parties.

15. GENERAL

- 15.1. **Governing Law.** The present Agreement is governed, construed, and enforced in accordance with (i) the laws applicable in the Canadian province of Quebec if the Customer is located in Canada or (ii) the laws of the State of New York if the Customer is located outside of Canada, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. If the Customer is a governmental or public entity, this Section 15.1 will not apply to the Customer only to the extent the Customer's jurisdiction's laws prohibit the Customer from accepting the requirements in this section.
- 15.2. **Jurisdiction and Venue.** The Parties agree that any litigation in any way relating to the present Agreement shall be brought and venued exclusively in (i) the judicial district of Montreal in the Canadian province of Quebec if the Customer is located in Canada or (ii) an appropriate federal or state court in New York, New York, USA if the Customer is located outside of Canada, and waives any objection that such venue is inconvenient or improper. If the Customer is a governmental or public entity, this Section 15.2 will not apply to the Customer only to the extent the Customer's jurisdiction's laws prohibit the Customer from accepting the requirements in this section.
- 15.3. **Force Majeure.** Except as expressly provided otherwise in the present Agreement, dates and times by which a Party is required to render performance under the present Agreement shall be automatically postponed to the extent and for the period of time that such Party is prevented from meeting them by reason of an unforeseeable and irresistible event, including external causes with the same characteristics, provided the Party so prevented promptly notifies the other Party of the commencement and nature of such event or cause and the probable consequences thereof.
- 15.4. **Time of the Essence.** Time is of the essence of the present Agreement and of every part thereof.
- 15.5. **Entire Agreements.** The present Agreement is the complete and exclusive statement of the Parties' agreement relating to the subject matter hereof and supersedes all offers (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the Parties relating hereto. SHAREGATE EXPRESSLY OBJECTS TO AND REJECTS ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE CUSTOMER, INCLUDING THOSE CONTAINED IN THE CUSTOMER'S PURCHASE ORDER, ACCEPTANCE OR WEBSITE.
- 15.6. **Waiver.** No waiver by either Party of any default in performance on the part of the other Party will constitute a waiver of any subsequent breach or default by the defaulting Party.
- 15.7. **Notices.** Sharegate may send notices pursuant to the present Agreement to the Customer's email contact points provided by the Customer, and such notices will be deemed received 72 hours after they are sent. The Customer may send notices pursuant

to the present Agreement to Sharegate at finance@share-gate.com, and such notices will be deemed received 72 hours after they are sent.

- 15.8. **Assignment & Successors.** The Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 15.9. **Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of the present Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the present Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the present Agreement will continue in full force and effect.
- 15.10. **Conflicts.** In the event of any conflict between the present Agreement and any Sharegate policy posted online, including without limitation Privacy Policy, the terms of the present Agreement will govern.
- 15.11. **Technology Export.** The Customer shall not permit any third party to access or use the Software in violation of any Canadian law or regulation. Without limiting the generality of the foregoing, the Customer shall not permit any third party to access or use the Software in or export such software to, a country subject to an embargo by Canada or the United States.

16. **MODIFICATION OF AGREEMENT**

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

If you have questions about Sharegate's End User License Maintenance and Support Agreement, please contact us at sales@share-gate.com.

Last Updated: January 19, 2018