Customer Agreement

This Customer Agreement ("**Agreement**") is entered into on the last date of signature below ("**Effective Date**") by and between the Coveo entity identified on the applicable Order ("**Coveo**") and the party identified below ("**Customer**") (each a "**Party**" and together the "**Parties**"). The Parties hereby agree to abide by and comply with the terms and conditions of this Agreement.

Customer's legal entity: _____

Address: _____

Entity type and jurisdiction: _____

1. **Definitions.** The following terms, when used in this Agreement, have the meanings set forth in this Section 1. Other terms are defined where they are used. Definitions are deemed to refer to the singular or plural, as the context requires. As used herein, "including" means "including without limitation" (and their respective variants).

   1.1. "**Affiliate**" means an entity which directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" includes the power to direct the management or affairs and the ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

   1.2. "**Application Usage Data**" means usage and operation data in connection with Customer's admin users' use and configuration of the Hosted Services, including query logs and meta data about Customer's instance of the Hosted Services.

   1.3. "**Documentation**" means the applicable documentation describing the Hosted Services, their technical specifications, instructions for operation, entitlements, and permitted use, available at https://docs.coveo.com or a successor URL designated by Coveo.

   1.4. "**Hosted Services**" means the cloud-based solutions made available to Users by Coveo hereunder, as described in each Order.

   1.5. "**Laws**" means any applicable local, state, provincial, federal or international law or regulation, including privacy laws and associated regulations.

   1.6. "**Order**" means Coveo's standard product ordering documentation when executed by the Parties.

   1.7. "**Products**" means the Hosted Services together with any software components that may be made available by Coveo to facilitate the use of the Hosted Services.

   1.8. "**Security Exhibit**" means the Security Exhibit attached to this Agreement.

   1.9. "**Support and Maintenance**" means Coveo's support and maintenance operations, as well as Coveo's service level commitments, which are described in the Support and Service Level Policy applicable to Customer's subscription.

   1.10. "**User**" means any end-user of the Hosted Services authorized by Customer or its Affiliates to use the Hosted Services in accordance with this Agreement. Users may include, for example, employees, consultants, contractors and agents of Customer or its Affiliates, and website visitors.

2. **Scope of the Agreement.** The benefit of this Agreement can extend to Customer's Affiliates by Customer distributing the accesses to the Hosted Services to its Affiliates or Customer's Affiliates entering into Orders with Coveo. In any case, Customer will remain jointly and severally liable for the obligations of the Affiliates under this Agreement. Customer is responsible for compliance with this Agreement by all its Affiliates and Users, and a breach or failure by an Affiliate or a User hereunder will constitute a breach or failure by Customer. When an Affiliate of Customer enters into an Order directly with Coveo, such Affiliate will be considered "Customer" for all purposes of this Agreement.

   If Customer elects to purchase any professional services from Coveo including for the implementation and optimization of the Hosted Services or change management and business practice optimization ("**Professional Services**"), such Professional Services will be governed by the applicable terms of this Agreement and the terms of any statement of work

entered into between the Parties ("**SOW**"). Coveo is not responsible for, nor makes any warranties regarding any implementation, configuration, or integration of the Hosted Services performed by any entity other than Coveo. Any such third-party implementation is undertaken at Customer's sole risk and responsibility.

3. **Hosted Services Subscription.**

    3.1. **Orders.** Each Order signed by Coveo and Customer is subject to and forms part of this Agreement. Coveo's Order and Documentation will specify Customer's authorized scope of use for the Hosted Services, which may include number and type of Users, items, queries, storage or capacity, numbers of instances, or other restrictions or billable units (as applicable, "**Scope of Use**"). More specifically, the entitlements and limitations applicable to Customer's subscription to the Hosted Services will be detailed in the "Entitlements" section of the Documentation available at https://docs.coveo.com/en/l2590456 or a successor URL designated by Coveo. If Customer exceeds its Scope of Use, Coveo will communicate with Customer and may invoice Customer for additional use pursuant to Section 7 (Additional Use). The term "Order" also includes any purchases that Customer makes to increase or upgrade its Scope of Use. The term of each Hosted Services subscription ("**Term**") will be specified in each Order.

    3.2. **Access to Hosted Services and the Documentation.** Coveo grants Customer a non-exclusive, non-sublicensable, non-transferable (except as authorized under this Agreement) right to access and use the Hosted Services during the applicable Term in accordance with this Agreement, Customer's permitted Scope of Use and the Documentation. Customer acknowledges that the Hosted Services are online subscription-based products, and that Coveo will make improvements and changes to the Hosted Services and Documentation from time to time in accordance with the Support and Service Level Policy and provided that no such change will materially reduce the overall security of the Hosted Services. The Hosted Services, their permitted use and associated entitlements are further described in the Documentation. Coveo grants Customer a non-exclusive, non-sublicensable, non-transferable (except as authorized under this Agreement), worldwide license to use the Documentation for its internal business purposes in connection with its subscription to the Hosted Services during the applicable Term.

    3.3. **Credentials.** Customer must ensure that all user IDs and passwords for the Hosted Services are kept confidential and are not shared with any unauthorized person. Customer is responsible for all actions taken using its accounts and passwords, and agrees to promptly notify Coveo of any unauthorized use of the Hosted Services of which it becomes aware. Subject to the Scope of Use indicated in the applicable Order, credentials may be reassigned by Customer.

    3.4. **Restrictions.** Except as otherwise expressly permitted in this Agreement or in an Order, Customer shall not (a) use the Hosted Services for the benefit of anyone other than Customer or its Affiliates; (b) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party (other than Customer's Affiliate) or use the Products to provide service bureau, timesharing services, or shared processing services other than for its own use; (c) interfere with any license key mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit use; (d) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law; (e) publicly disseminate information regarding the performance of the Products; or (f) use the Products to circumvent the terms and conditions of any agreement binding Customer with a third-party supplier. The above restrictions are material to this Agreement, and Customer's failure to comply with any of them will constitute sufficient cause for termination.

    3.5. **Removals and Suspension.** Coveo has no obligation to monitor any content uploaded to the Hosted Services. Nonetheless, if Coveo deems such action necessary based on Customer's breach of this Agreement, Coveo may (i) remove Customer Data from the Hosted Services or (ii) suspend access to the Hosted Services. Coveo will alert Customer before taking such action(s) and give Customer a reasonable opportunity to cure its breach, but if Coveo determines that Customer's actions endanger the operation of the Hosted Services or other users (e.g., by way of non-exclusive examples, uploading Restricted Data to the Hosted Services in breach of Section 4.2 or conducting penetration or load testing without Coveo's prior approval in breach of Section 4.4), Coveo may suspend Customer's access with notice to follow as soon as possible thereafter.

    3.6. **Software Components**. To the extent necessary for Customer's use of the Hosted Services, Coveo will make available to Customer certain on-prem software components and will grant Customer a non-exclusive, non-sublicensable and non-transferable (other than in accordance with this Agreement) license to install and use the on-prem software components during the applicable Term in accordance with this Agreement, Customer's Scope of Use, and the Documentation. Further, Customer acknowledges that certain components of the Products may be covered by open source software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses.

4. **Customer Data.**

4.1. **Customer Data.** As between the Parties, Customer will retain all right, title, interest and control in and to Customer Data. "**Customer Data**" means data that is submitted to the Hosted Services by or on behalf of Customer, including information which reflects the use of the Hosted Services by Customer's end-users and specifically excludes Application Usage Data. Customer hereby grants to Coveo a non-exclusive, non-sublicensable, non-transferable (except as authorized under this Agreement), worldwide, royalty-free licence to use, copy, store, transmit, distribute, display, modify and create derivative works of Customer Data during the applicable Term, as necessary to provide the Hosted Services in accordance with this Agreement and the Documentation. Customer Data will not be used by Coveo or any third party for training of, or incorporation into any third party's AI models or any AI model which will be used by or for any other Coveo customer.

4.1.1. **CRGA Data.** This Section applies to the extent that Customer has purchased Coveo's Relevance Generative Answering ("CRGA") Product. Queries, prompt context, query context, completions, and other information reflecting the use of CRGA by Customer's end-users (collectively, "**CRGA Data**") shall be considered part of Customer Data, hereinafter collectively referred to as "Customer Data". The protections applicable to Customer Data are applicable to CRGA Data. Coveo and its licensors retain all rights, know-how, title and interest, including all intellectual property rights and trade secrets, in the instructions considered by CRGA, including instructions to the model on (i) the type of completion to generate and how to build it, (ii) how to use Customer Data and how to process the query, and (iii) how to behave to generate a completion. CRGA Data may be filtered via automated means by Coveo or a subcontractor in accordance with their content policy. High severity content may be filtered, notably for Customer's and its users' protection.

4.2. **Customer's Responsibility.** Customer must ensure that its use of Hosted Services, including the content of its Customer Data and the transfer and use of its Customer Data as permitted under this Agreement is at all times compliant with Laws, does not impose data protection or other obligations not covered under this Agreement, and does not violate third-party rights, including any intellectual property rights, privacy rights, or publicity rights. Customer will comply with Coveo's Acceptable Use Policy available at https://www.coveo.com/en/company/legal/terms-and-agreements/acceptable-use-policy or a successor URL designated by Coveo. Unless otherwise agreed by the Parties in an Order, Customer will not submit to the Hosted Services or use the Hosted Services to process any (i) protected health information, including as regulated by the *Health Insurance Portability and Accountability Act* (as same can be amended, "**HIPAA**"), (ii) cardholder data, including as protected by the *Payment Card Industry Data Security Standard* ("**PCI DSS**"), (iii) sensitive data, including, without limitation, sensitive personal data as defined under applicable privacy laws, or (iv) export-controlled data, including, but not limited to, data subject to the International Traffic in Arms Regulations or destination-based controls imposed by the Export Administration Regulations. Any information submitted to Coveo in breach of this Section will constitute "**Restricted Data**", and Coveo expressly disclaims any liability of any kind that might arise from Restricted Data being submitted to Coveo without its express consent. Customer also acknowledges that, unless otherwise agreed by the Parties in an Order, the Hosted Services are not HIPAA compliant or PCI DSS certified, and the intention of the Parties is not to have Coveo act as Customer's Business Associate or subcontractor (as such terms are defined under HIPAA).

4.3. **Data Processing Addendum.** To the extent applicable under privacy Laws, Customer Data will be processed by Coveo in accordance with Coveo's standard data processing addendum available at https://www.coveo.com/en/pages/data-processing-addendum or a successor URL designated by Coveo.

4.4. **Security.** The Customer Data will be protected by the industry standard measures and procedures set out in the Security Exhibit. Coveo may modify its security measures and procedures from time to time, including to reflect process improvements and changing industry practices, provided that no such change will materially reduce the overall security of the Hosted Services. Customer may not, without the prior written consent of Coveo's security officer; which consent shall not be unreasonably withheld: (i) conduct security, integrity, penetration, vulnerability or similar testing on the Hosted Services, or (ii) use any Hosted Services tool designed to automatically emulate the actions of a human user (commonly referred to as robots) in conjunction with the Hosted Services.

5. **Support and Maintenance.** Coveo will provide the Support and Maintenance services described in the support and service level policy referred to in the applicable Order ("**Support and Service Level Policy**"). Coveo may modify the Support and Service Level Policy from time to time, including to reflect process improvements and changing industry practices, provided that no such change will materially reduce the level of Support and Maintenance services initially purchased by Customer.

6. **Financial Terms.**

6.1. **Delivery.** All deliveries under this Agreement will be electronic. Upon invoicing of the fees due under the applicable Order, Coveo will deliver the login instructions to the email address specified in the Order or otherwise communicated by Customer in writing.

6.2. **Payment.** Customer agrees to pay all fees in accordance with each Order. Unless otherwise specified in the Order, Customer will pay all amounts in U.S. dollars within thirty (30) days of receipt of an accurate invoice by Coveo. If any invoiced amount is not received by the due date, without limiting Coveo's rights and remedies, (i) those charges may accrue at the rate of 1% per month or the maximum rate permitted by applicable Law, whichever is less, and (ii) Coveo may condition Customer's future subscriptions to payment terms shorter than those provided in this Section. In the event a payment owed by Customer under an accurate invoice is overdue by thirty (30) days or more, Coveo shall have the further right, at its sole option, to suspend Customer's access to the Hosted Services until payment is made. Coveo will not exercise its rights under this Section if Customer is disputing the applicable fees reasonably and in good faith, while cooperating with Coveo to resolve the dispute. Other than as expressly set forth this Agreement or an Order, all amounts are non-refundable, non-cancelable and non-creditable. To the fullest extent permitted by Law, Customer hereby expressly waives any right to set-off amounts owed under this Agreement or any Order against claims arising under this Agreement or any other agreement between the Parties.

6.3. **Purchase Orders.** If Customer requires a purchase order number on the invoices issued by Coveo, it will be Customer's sole responsibility to send the purchase order or provide its number to Coveo before the start date of the applicable subscription. Customer's failure to do so will allow Coveo to consider that Customer has waived such requirement and to prepare the invoice without any purchase order number. The Parties agree that any terms and conditions included on any purchase order issued by Customer will not apply to or modify this Agreement or the Order.

6.4. **Taxes.** To the extent that any taxes, duties, levies, or other governmental charges (collectively "**Taxes**") are payable by or on behalf of Coveo in connection with the Products, Coveo will include such Taxes in the invoice, and Customer must pay the amount of such Taxes in addition to any fees owed under this Agreement. If Customer has obtained an exemption from the applicable Taxes at the time they are levied or accessed, Customer will provide Coveo with the necessary exemption documentation, Coveo will use commercially reasonable efforts to provide the invoicing documents required to enable Customer to obtain a refund or credit for any such amounts paid if such a refund or credit is available from the relevant authority.

7. **Additional Use.** Customer can access its consumption of the Hosted Services through the "consumption dashboard" module of the Hosted Services as specified in the Documentation. If Customer exceeds its Scope of Use during the Term, Coveo will notify Customer and may invoice Customer for any past or ongoing excess use.

8. **Limited Offerings.** Coveo may make available to Customer certain products or services for evaluation and testing purposes, including trials, pilots, proofs of concept, free or developer accounts, pre-release features or beta products (each a "**Limited Offering**"). Customer's use of a Limited Offering will be subject to this Section. Customer may not use a Limited Offering for competitive analysis or similar purposes. Coveo may change or discontinue a Limited Offering at any time and for any reason, or choose not to release a Limited Offering into general availability, without any liability to Customer. At the end of the Term of the Limited Offering (as indicated on Coveo's website, an Order or as otherwise communicated by Coveo), Customer will immediately cease all use of the Limited Offering. Any data entered into the Limited Offering, and any configuration or customization made to the Limited Offering may be lost. Customer hereby acknowledges that the Limited Offering is provided by Coveo on an as-is and as-available basis. To the maximum extent permitted by applicable Law, and notwithstanding any other terms of this Agreement, Coveo disclaims all obligations or liabilities with respect to the Limited Offering, including any Support and Maintenance, warranties, liabilities and indemnification obligations.

9. **Ownership and Feedback.**

9.1. **Coveo Technology.** The Products are made available to Customer on a limited license or access basis. No ownership right is conveyed to Customer, irrespective of the use of terms such as "purchase" or "sale". Coveo and its licensors retain all right, know-how, title and interest, including all intellectual property rights and trade secrets, in and to the Products, their look and feel, any related or underlying technology, and any modification or derivative work created by or for Coveo ("**Coveo Technology**").

9.2. **Feedback.** Customer and its Users may submit comments, information, questions, data, ideas, description of processes, or other information to Coveo, including in the course of receiving Support and Maintenance ("**Feedback**"). The portion of Feedback used by Coveo only consists of the content of Customer's comments on Coveo's Hosted Services, without any Customer Data or Confidential Information. Coveo may freely use and incorporate any Feedback into its products and services.

9.3. **Performance Metrics.** Customer hereby acknowledges that Coveo collects and uses quantitative, transactional and performance data on the use of the Hosted Services in an aggregated form which does not comprise any Customer Data ("**Performance Metrics**"). Coveo uses Performance Metrics for its internal business purposes, including to measure and enhance the functionality and operation of the Hosted Services and related products and services, to develop and improve algorithms, models, and other tools for such products and services.

10. **Confidentiality.** Except as otherwise set forth in this Agreement, each Party agrees that all code, inventions, know-how, business, technical and financial information or any information specifically designated as confidential or that would reasonably be understood to be confidential or proprietary disclosed to such Party ("**Receiving Party**") by the disclosing Party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"). Any Coveo Technology, any commercial terms (including pricing) of this Agreement and any Order or SOW (but not the mere existence of this Agreement) and any performance information relating to the Products shall be deemed Confidential Information of Coveo without any marking or further designation. Except as expressly authorized herein, the Receiving Party will use (and will ensure that its employees, Affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential or proprietary information of a similar nature) to: (a) prevent the use of any Disclosing Party's Confidential Information for any purpose outside of the scope of this Agreement unless authorized by the Disclosing Party and; (b) limit access to the Disclosing Party's Confidential Information to the Receiving Party's Affiliates, employees, agents and contractors who need this access for purposes consistent with this Agreement. The Receiving Party's non disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such Confidential Information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and to the extent legally permissible with advance notice to the Disclosing Party). For clarity, Customer cannot disclose any Confidential Information (including pricing) to any third-party for benchmarking analysis or similar purposes without Coveo's prior written consent.

11. **Term and Termination.**

    11.1. **Term.** This Agreement will remain in effect for as long as Customer has a valid subscription to the Hosted Services, unless sooner terminated as permitted in this Agreement.

    11.2. **Termination for Breach.** Either Party may terminate this Agreement before the expiration of the Term if the other Party materially breaches any of the terms of this Agreement and does not cure such breach within thirty (30) days after written notice of the breach. Either Party may also terminate the Agreement before the expiration of the Term if the other Party ceases to operate, declares bankruptcy and becomes unable to meet its obligations under this Agreement. If Customer terminates the Agreement for breach pursuant to this Section, Coveo will provide Customer with a refund for any prepaid and unused amounts for the terminated portion of the Term.

    11.3. **Effect of Termination and Survival.** Except where an exclusive remedy may be specified in this Agreement, the exercise by either Party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, at Law, or otherwise. Once the Agreement terminates, Customer and its Users will no longer have any right to use or access any Products, or any information or materials that Coveo makes available under this Agreement, including Coveo Confidential Information. Customer is required to delete any of the foregoing from its systems (including any third-party systems operated on Customer's behalf) and to provide, upon request, a written confirmation of same to Coveo. All provisions herein that, by their very nature, shall survive any termination or expiration of this Agreement, will survive.

12. **Warranty and Disclaimer.**

    12.1. **Mutual Representation.** Each Party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, this Agreement and each Order is entered into by an agent of such Party with all necessary authority to bind it to the terms and conditions of this Agreement.

    12.2. **Performance Warranty.** Coveo represents and warrants that, during the Term, the Hosted Services will perform in all material respects in accordance with the Documentation and that Support and Maintenance will be provided in accordance with industry standards. For any breach of the above warranties, Customer's exclusive remedy and Coveo's entire liability shall be (a) for Coveo to correct the errors that caused such breach of warranty or (b) if Coveo has been provided with written notice and cannot correct such breach in a commercially reasonable timeframe,

Customer may terminate its subscription to the applicable Hosted Services and receive a refund for any prepaid and unused amounts for the terminated portion of the Term. C

12.3. **Disclaimer.** To the maximum extent permitted by Law, Coveo disclaims all warranties and representations of any kind that are not expressly stated herein, including any implied warranty of merchantability or fitness for a particular purpose or any warranty of accuracy of the Hosted Services and its content, including accuracy of the search results or generated responses, while disclaiming any corresponding liability. Customer acknowledges that certain functions of the Hosted Services, including search, recommendations, and generative answering, may rely on machine learning and/or language models which may produce nonsensical or inaccurate content, and that even when drawing responses from trusted sources of information, responses or results produced by the Hosted Services may misrepresent that content. The duration of statutorily required warranties, if any, are also hereby limited to the shortest period permitted. Coveo will not be liable for any issues or failures of performance inherent to or resulting from the use or configuration of systems outside of Coveo's control, including (a) Customer's networks, servers, infrastructure, firewall, and applications, (b) external functionalities integrated into the Hosted Services by Customer or a third-party on behalf of Customer (including, for example, *bring you own key* functionalities), or (c) any issues related to Customer's use or configuration of the Hosted Services other than as specifically recommended in the Documentation.

13. **Limitation of Liability.**

13.1. **Limitation of Liability.** Except for either Party's express indemnification obligations, wilful misconduct, gross negligence or fraud, or Customer's breach of Section 3.4 (Restrictions) or Section 4.2 (Customer's Responsibility), neither Party nor its Affiliates shall be liable for amounts exceeding the fees actually paid by Customer for Hosted Services in the twelve (12) months preceding the first act or omission giving rise to the liability ("**Annual Fees**"). Notwithstanding the above, Coveo's aggregate liability related to its material breach of Section 4.4 (Security) leading to unauthorized destruction, loss, alteration, disclosure of, or access to, Customer Data shall not exceed one hundred and fifty percent (150%) of the Annual Fees.

13.2. **Exclusion of Certain Damages.** In no event will either party or its Affiliates have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill, reputational damage or indirect, special, incidental, consequential damages or liability of any kind arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if informed on the possibility of such damages in advance. The limitations of liability set forth in this Section 13 will not limit Customer's payment obligations under this Agreement. Nothing in this Section 13 shall exclude or limit the liability of either Party or its Affiliates to the extent that the same may not be excluded or limited as a matter of applicable Law.

14. **Indemnification.**

14.1. **Indemnity by Coveo.** Coveo will defend and indemnify Customer, and its directors, officers and employees against any demands, losses, costs, liabilities or damages (including reasonable attorneys' fees) awarded by a court of competent jurisdiction or agreed to settlement by Coveo arising from a third-party claim ("**Claim**") alleging that (i) Coveo caused bodily injury (including death) or damages to real or tangible property or that (ii) the Hosted Services, when used as authorized under this Agreement, infringed third-party intellectual property rights. Coveo's indemnification obligations under subparagraph (ii) do not apply: (1) if the Hosted Services are modified by any third party or used in combination with any non-Coveo product, software or equipment; (2) to unauthorized use of the Hosted Services; (3) to any Claim arising as a result of circumstances covered by your indemnification obligations in Section 14.2 (Indemnity by Customer) or any third-party deliverables or components contained with the Products; (4) to any open source components included in the Hosted Services; or (5) if Customer settles or makes any admissions with respect to a Claim without Coveo's prior written consent.

If Customer's use of the Hosted Services is likely to be or is enjoined, if required by settlement, or if Coveo determines as its reasonable discretion that such actions are necessary to avoid liability, Coveo may, at its sole option and discretion: (i) procure a license for Customer's continued use of the Hosted Services; (ii) substitute the Hosted Services with a substantially functionally similar product; or (iii) terminate Customer's right to continue using the Hosted Services and refund any prepaid and unused amounts for the terminated portion of the Term.

This Section states Coveo's sole liability and Customer's exclusive remedy for any infringement of intellectual property rights in connection with any Product or items provided by Coveo under this Agreement.

14.2. **Indemnity by Customer.** Customer will defend and indemnify Coveo and its Affiliates, and their directors, officers and employees from and against any demands, losses, costs, liabilities or damages (including reasonable attorneys'

fees) arising from or relating to any Claim relating to Customer's breach of Customer's breach of Section 3.4 (Restrictions) or Section 4.2 (Customer's Responsibility).

14.3. **Indemnification Process.** Either Party's indemnification obligations are subject to the other Party receiving (i) prompt written notice of the Claim (but in any event notice in sufficient time for the indemnifying Party to respond without prejudice); (ii) the exclusive right for the Indemnifying Party to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of the indemnified Party at its expense. The indemnifying Party may not, except with prior written consent of the indemnified Party, enter into any settlement of an indemnified Claim that imposes a direct financial liability on the indemnified Party or includes an admission of fault by the indemnified Party.

15. **Notices, Governing Laws and Venue.**

15.1. **Coveo Contracting Entity.** Where Customer should direct notices, what Law governs this Agreement, and which courts have exclusive jurisdiction will depend on the Coveo contracting entity identified on the applicable Order, determined in accordance with the Products that Customer is purchasing and where Customer is domiciled. This Agreement will be construed in accordance with the applicable governing law below, without regard to choice or conflicts of law rules, and the Parties hereby consent to personal jurisdiction and venue therein. The Parties agree that this Agreement is not governed by the *United Nations Convention on Contracts for the International Sale of Goods* nor the *Uniform Computer Information Transactions Act (UCITA)*.

Coveo contracting entity:	Address for Notices:	Governing Laws:	Courts with jurisdiction:
Coveo Software Corp. or Qubit Inc.	Spaces Levi's Plaza, 1160 Battery St. E., Suite 100, San Francisco, CA 94111 United States	California and controlling United States federal law	San Mateo County, California
Coveo Solutions Inc.	3175 Ch. des Quatre-Bourgeois, Suite 200 Quebec City, QC G1W 2K7 Canada	Quebec and controlling Canadian federal law	District of Quebec, Quebec
Coveo (Europe) B.V.	Beech Avenue 54-80 1119 PW, Schiphol-Rijk, Netherlands	Netherlands	Netherlands
Qubit Digital Limited	Office 1.03 The Bloomsbury Building 10 Bloomsbury Way, London, WC1A 2SL, England	England and Wales	London, United Kingdom

15.2. **Dispute Resolution and Arbitration.** In the event of any controversy or claim arising out of or relating to this Agreement, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both Parties. If the Parties do not reach settlement within a period of sixty (60) days of either Party sending written notice of a dispute or controversy, any unresolved controversy or claim arising out of or relating to this Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The Parties will appoint a single arbitrator. Arbitration will take place in the city where the courts have jurisdiction according to the above table. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

15.3. **Injunctive Relief.** Nothing in this Agreement shall prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

15.4. **Export Restrictions and Sanctions.** The Products may be subject to export restrictions and sanctions by the United States government and other applicable regulations, as well as import restrictions by certain foreign governments, and Customer agrees to comply with all applicable export, sanctions, and import Laws applicable to its use of the Products. Customer shall not (and shall not allow any third party to) remove or export from the United States or allow the export, re-export or transfer of any part of the Products or any direct product thereof: (a) into (or to a national or resident of) any terrorist-supporting country or region or embargoed country or region, including Belarus, Cuba, Iran, North Korea, Russia or the Crimea, Donetsk, and Luhansk regions of Ukraine without applicable government authorization; (b) to anyone on the U.S. Commerce Department's Entity List, Denied Persons List, Unverified List, or

Military End User List or the U.S. Treasury Department's list of Specially Designated Nationals or that are otherwise subject to blocking or asset freeze sanctions; (c) to any country or region as to which a United States government agency or any other applicable government agency requires a license or other governmental approval at the time of export, re-export or transfer without first obtaining such license or approval; (d) to any destination for end uses prohibited under applicable export control laws, including those described in Part 744 of the U.S. Export Administration Regulations; e) otherwise in violation of any export, sanctions or import restrictions, laws or regulations of any United States or foreign agency or authority; or (f) into any country that does not have copyright laws that will protect the rights of Coveo and any third-party software vendors from whom its licensing rights derive.

15.5. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and will be considered properly given if mailed first class mail, sent by a recognized courier service or emailed in accordance with this Section. If sent to Customer, notices will be to the attention of "Legal" at Customer's mailing or email address indicated in the Order. If sent to Coveo, notices will be to the attention of "Legal" at the applicable address indicated in Section 15.1, with a copy to legal@coveo.com. Coveo may also provide notices and communications to Customer through its account for the Hosted Services.

16. **General Provisions.**

16.1. **Force Majeure.** Neither Party shall be liable to the other Party 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 a Force Majeure Event and without the fault or negligence of the Party so failing or delaying. "**Force Majeure Event**" means unforeseen events which are beyond the reasonable control of such Party, including civil commotion, labor disturbances, war or act of terrorism, natural disaster, epidemic, refusal of a license by a government agency, and failure or diminishment of public utilities or data networks.

16.2. **Assignment.** This Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party, except that it may be transferred without consent to a Party's Affiliate. In addition, no consent shall be required in the event of a transaction that results in an equity change of control of a Party. Notwithstanding the foregoing, (a) if the Affiliate of a Party, or the new ultimate parent of a Party following a transaction that results in a change of control, is a direct competitor of the other Party, or (b) if the other Party reasonably determines that the Affiliate of a Party or the new ultimate parent of a Party following a transaction that results in a change of control will not have sufficient capital, assets, resources and expertise to perform its obligations hereunder (or cause the Party to perform its obligations hereunder), then a written consent shall be required. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

16.3. **Changes to this Agreement.** Except as permitted herein, this Agreement may not be modified except in writing signed by a duly authorized representative of each Party.

16.4. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Customer and Coveo relating to the Products and any other subject matter covered by this Agreement, and supersedes all prior or contemporaneous oral or written communications, proposals and representations. The Parties recognize and agree that no right of termination is granted under this Agreement and hereby waive the application of any statutory termination rights, including those granted under article 2125 of the *Civil Code of Quebec*. If any provision of this Agreement is held invalid by an arbitrator or court of competent jurisdiction, such provision will be severed, and the remainder of the Agreement will remain in full force and effect and will be construed to effectuate the Parties' intent to the maximum extent possible. In the event of any conflict or inconsistency between this Agreement and any other document included hereunder by reference, the conflict or inconsistency shall be resolved in the following descending order of precedence: (i) the applicable Order or SOW; (ii) the DPA; (iii) the Security Exhibit; (iv) the body of this Agreement; (v) the Documentation.

16.5. **Publicity.** Customer hereby grants to Coveo and its Affiliates a non-exclusive, non-transferable, royalty-free, and worldwide licence to use Customer's trade name and logo ("**Licensed Marks**") and identify them as a customer in promotional materials (including on the Coveo website), marketing activities, and in regulatory disclosures. Coveo may use the Licensed Marks included in the material Customer shares with Coveo or those publicly available on Customer's website; provided that Customer can at all times supplement or amend its Licensed Marks instructions, or request Coveo to stop using its Licensed Marks, by sending an email to media@coveo.com, and Coveo will process Customer's request promptly.

16.6. **Waiver.** No failure or delay by the injured Party to this Agreement in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity.

16.7. **Independent Parties.** The Parties are independent contractors. This Agreement shall not be construed as constituting either Party as a partner of the other or to create any other form of legal association that would give on either Party the express or implied right, power or authority to create any duty or obligation of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date. This Agreement may also be executed via electronic signature.

CUSTOMER	**COVEO**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	approved for signature by Coveo Legal:
	By: _____
	Name: _____
	Title: _____

Security Exhibit

The information security requirements contained in this exhibit ("**Security Exhibit**") form part of, and are subject to, the Customer Agreement ("**Agreement**"). This Security Exhibit defines the security controls and requirements applicable to Coveo's performance of the Hosted Services under the Agreement. All capitalized terms and expressions not defined in this Security Exhibit have the meaning ascribed to them in the Agreement or the Support and Service Level Policy applicable to Customer's subscription. The technical and organizational measures described in this Security Exhibit are designed to ensure the confidentiality, integrity and availability of the Hosted Services. Coveo may modify the technical and organizational measures herein, to the extent such modifications do not materially decrease the overall level of security of the Hosted Services.

1. **Information Security Program and Policies.** Coveo maintains an information security program ("**Program**") based on international standards and generally accepted practices. Pursuant to the Program, Coveo implements a continuous improvement strategy, ensures the respect of Coveo's strategic security principles and provides key indicators of the Hosted Services' overall security. Coveo reviews its Program at least annually or whenever there is a material change in Coveo's practices that affects the confidentiality, availability or integrity of Customer Data. Coveo maintains written policies and processes describing the means by which Coveo safeguards Customer Data, such as personal and physical security, risk management, incident response, business continuity and disaster recovery and application change control.

2. **Organization of Information Security.**

    2.1. **Officer.** Coveo has appointed a data protection officer, a chief privacy officer and a chief information security officer. They can be reached at privacy@coveo.com.

    2.2. **Processing Locations.** Coveo may process Customer Data anywhere in the world except for countries listed in the Office of Foreign Asset Control Cyber-related sanctions (OFAC).

3. **Security in Human Resources.**

    3.1. **Background Checks.** Upon hiring, Coveo requires all employees to complete a background check ("**Check**"). The Check includes, as applicable:

        a.   criminal record search;

        b.   employment and education verifications;

        c.   identity verification;

        d.   sanctions check, including the OFAC lists, the OIG exclusion database, the FDA Debarment list, the BIS Denied Persons List, FBI terrorism lists and the GSA's System for Award Management.

    The successful completion of the Check will take into account the individual's specific role, the classification of the information to be accessed, the risks posed by having such individual in this position and applicable Law.

    3.2. **Security Training.** Once per year, all Coveo employees complete a security training and, if appropriate depending on their specific role and responsibilities, a role-based security training.

4. **Access Controls.**

    4.1. **Need-to-Know and Least Privilege.** Coveo accesses the Hosted Services solely to the extent necessary to provide the Hosted Services. Access provisioning follows the principle of least privilege and includes granting role-based access rights which are reviewed on a quarterly basis.

    4.2. **Multi-Factor Authentication.** Multi-factor authentication ("**MFA**") is required for the Hosted Services infrastructure. MFA is also required for the VPN network access to the back-end environment of the Hosted Services.

    4.3. **Access Rights.** Access rights to the Hosted Services are granted by Coveo's security team and reviewed on a regular basis. Coveo ensures compliance to its access control policies using automated systems.

    4.4. **Passwords.** Coveo's password requirements for its employees are the following:

        a.   password length of a minimum of 12 characters;

        b.   password history of 10 unique passwords;

      c. contain at least one uppercase letter, one lowercase letter, one number, and one non-alphanumeric character;

      d. expiration for user accounts set at 90 days;

      e. expiration for service accounts to be set at 365 days;

      f. when supported by the system, a maximum of ten (10) consecutive failed authentication (login) attempts to cause access to be suspended for 30 minutes;

      g. one-time or single occurrence authentication credentials to expire upon first use, or within the designated lifespan (maximum of 7 days) when unused, whichever comes first.

5. **Cryptography.** Customer Data will be encrypted at rest with 256-Advanced Encryption Standard (AES) keys (or an equivalent or better standard), and in transit with TLS 1.2 (or an equivalent or better cryptographic protocol). Encryption keys are automatically generated and periodically rotated.

6. **Operational Security.**

   6.1. **Customer Data Access and Retention.** At any time during the Term, Customer will have the ability, via the Hosted Services, to access its Customer Data and export a copy of analytics data. At any time upon Customer's request or promptly after the Term, Coveo will securely delete all Customer Data.

   6.2. **Code Analysis.** The front-end applications code is analyzed regularly for vulnerabilities. Vulnerability scanning is performed prior to deployment unless in case of emergency.

   6.3. **Penetration Tests.** Once a year, Coveo retains the services of an independent third-party expert to conduct penetration tests on the Hosted Services. When gaps and vulnerabilities are identified, Coveo employees log a ticket and Coveo deploys reasonable efforts to correct and/or mitigate the vulnerabilities based on their risk level determined in accordance with the following table, which follows Common Vulnerability Scoring System ("**CVSS**") v.3:

Rating	Description	Mitigation Objective
Critical	Critical vulnerabilities have a final CVSS score of 9.0 or higher. They can be readily compromised from unsecured networks using publicly available malware or exploits.	1 month
High	High-severity vulnerabilities have a final CVSS of 7.0 to 8.9. There is no known public malware or exploit readily available.	2 months
Medium	Medium-severity vulnerabilities have a final CVSS score of 4.0 to 6.9 and can be mitigated within an extended time frame.	3 months
Low	Low-severity vulnerabilities are defined with a final CVSS score below 4.0. Not all low vulnerabilities can be easily mitigated due to applications and normal operating system operations. These should be documented and properly excluded if they can't be remediated.	No commitments

7. **Monitoring and Intrusion Detection.** Coveo uses industry-standard monitoring and intrusion detection tools designed to detect Security Incidents (as defined below). Other hardening practices are used to ensure unnecessary services are neither active nor visible from the Internet.

8. **Incident Management.** Coveo shall notify Customer without undue delay after becoming aware of a Security Incident. Such notification will include, to the extent known, the information required by applicable laws as well as the steps taken by Coveo

to address the Security Incident. "**Security Incident**" means an incident in which Customer Data is copied, transmitted, viewed, stolen or used by an individual or entity unauthorized to do so.

9. **Business Continuity and Disaster Recovery.**

   9.1. **Business Continuity Plan.** Coveo has in place a business continuity plan ("**BCP**") designed to prevent any major disruption of Coveo's critical operations in case of a major incident affecting Coveo's facilities and employees.

   9.2. **Disaster Recovery Plan.** If the Hosted Services are unavailable and this unavailability is expected to last at least 24 consecutive hours ("**Disaster**"), Coveo will execute its Disaster Recovery Plan ("**DRP**"). Coveo uses reasonable efforts to maintain an RTO and a RPO of twenty-four (24) hours. For the purpose of this section, "**RTO**" means the time span between the Downtime of the Hosted Services caused by the Disaster and the restoration of same; and "**RPO**" means the time span during which analytics data and configuration settings related to the Hosted Services cannot be recovered. Coveo tests and reviews its DRP and BCP on an annual basis.

10. **Compliance.**

    10.1. **Data Subject Requests.** Coveo will provide assistance to Customer in the fulfilment of its obligations to respond to a Data Subject Request in a manner consistent with the functionality of the Hosted Services and in accordance with the DPA.

    10.2. **Audit Examination.** Coveo engages, at least annually, at its cost and expense, a nationally-recognized accounting firm to conduct a System and Organization Controls examination based on the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 18 (SSAE 18) on the Hosted Services (the "**Report**"). The Report addresses at least the trust service criteria for the security, availability, and confidentiality. Coveo has also obtained an ISO 27001 certification. Upon Customer's written request, Coveo will provide a copy of the Report, a certificate of compliance with ISO 27001 and the corresponding Statement of Applicability.

    10.3. **Audits.** Customer may perform audits in order to assess Coveo's compliance with the security or privacy requirements outlined in the Agreement and applicable laws. These audits shall be performed in accordance with Coveo's policies and shall be performed: (a) no more than once per calendar year; (b) at Customer's sole expense; (c) after a thirty (30)-day prior notice; (d) during regular business hours and without disrupting Coveo's business operations and; (e) only to the extent the scope of the audit is not addressed in the Report or in the ISO 27001 certification. If Coveo spends more than eight (8) hours working on an audit, Coveo and Customer must mutually agree in a statement or work on the number of hours to be allocated to the audit, including fees to be charged to Customer for each hour spent above such limit, based on Coveo's then current rate. Customer shall not be allowed to perform performance, stress, load, security, integrity, penetration, vulnerability or similar testing on the Hosted Services without prior written consent from Coveo.

    10.4. **Technical Reviews.** With Coveo's prior written consent, Customers will be allowed to perform penetration or performance tests on the Hosted Services ("**Technical Review**"), provided that such Technical Review follows at all times Coveo's prior instructions.

    10.4.1. A request to perform a Technical Review shall be made at least 7 days in advance and include the following information:

    a. a comprehensive description including the desired parameters of the Technical Review, which shall reasonably correspond to Customer's use of the Hosted Services;

    b. a justification;

    c. a desired date and time;

    d. a contact person who can be reached at all times during the Technical Review ("**Contact**");

    e. the targeted environment, services, organization and endpoints.

    10.4.2. If Coveo determines in its sole discretion that the Technical Review shall terminate, we will reach the Contact who shall immediately terminate the Technical Review.

10.4.3. Technical Reviews shall be performed by individuals: (a) with technical expertise, and (b) aware of the confidentiality requirements required under the Agreement and this Exhibit.

11. **Notices.** Any notice or request sent to Coveo pursuant to this Exhibit shall be sent to securityinbox@coveo.com.