

PLEASE READ BEFORE USING REWIND

Rewind Subscription Agreement

THIS SUBSCRIPTION AGREEMENT (“**AGREEMENT**”) IS ENTERED INTO BY AND BETWEEN REWIND SOFTWARE INC. (“**REWIND**”), AND CUSTOMER (“**CUSTOMER**” OR “**YOU**”/“**YOUR**”) AND IS EFFECTIVE AS OF THE DATE THAT YOU SUBSCRIBE FOR THE SERVICES (DEFINED BELOW). THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN REWIND AND CUSTOMER AND GOVERNS THE USE OF THE SERVICES. BY SUBSCRIBING FOR SERVICES, CUSTOMER HEREBY AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE THE AGENT OR EMPLOYEE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF AND TO BIND SUCH ENTITY AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT REWIND MAY AMEND THIS AGREEMENT AT ANY TIME BY POSTING THE RELEVANT AMENDED AND RESTATED AGREEMENT (“**UPDATED AGREEMENT**”) ON THE REWIND’S WEBSITE(S), AND SUCH AMENDMENTS TO THE AGREEMENT ARE EFFECTIVE AS OF THE DATE OF POSTING. CUSTOMER’S CONTINUED USE OF THE SERVICES AFTER THE UPDATED AGREEMENT IS POSTED TO REWIND’S WEBSITE CONSTITUTES CUSTOMER’S AGREEMENT TO, AND ACCEPTANCE OF, THE AMENDED TERMS AND CONDITIONS OF THE UPDATED AGREEMENT WHICH FORM A BINDING CONTRACT BETWEEN CUSTOMER AND REWIND. IF CUSTOMER DOES NOT AGREE TO ANY CHANGES TO THE

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UPDATED AGREEMENT, DO NOT CONTINUE TO USE THE SERVICES AND ADVISE REWIND ACCORDINGLY.

Everyday language summaries are provided for convenience only and appear in bold near each section, but these summaries do not include all the obligations or rights under the Agreement, do not form part of the Agreement, are not legally binding and do not affect the interpretation of this Agreement. Please read the terms and conditions of this Agreement, including any document referred to in this Agreement, for the complete picture of Your legal requirements. By using any of the Services, You are agreeing to the terms and conditions of this Agreement. Be sure to occasionally check back for updates.

1. Definitions

In addition to any capitalized terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

1. **“Authorized Reseller Partner”** means a third-party authorized by Rewind through Rewind’s accredited partner alliance program to resell Rewind’s Services and listed on Rewind’s Authorized Resellers List at <https://partners.rewind.com> on Rewind’s Website (defined below).
2. **“Business Day”** means a weekday in the Province of Ontario, excluding any statutory holidays observed in the Province of Ontario; **“Customer’s Account”** means the account that the Customer has with the applicable Cloud Service;
3. **“Cloud Service”** means a third-party software as a service offering that is supported by the Services (as listed on the Rewind Website from time to time) and that Customer has subscribed for with the third-party provider;
4. **“Customer’s Account”** means the account that the Customer has with the applicable Cloud Service provider;
5. **“Customer Content”** means all the content in the Customer’s Account that is made available by the applicable Cloud Service’s

API;

6. **“Order Form”** means the Rewind-approved form or online subscription process by which You agree to subscribe to the Services;

7. **“Services”** means the copying, encryption, back up and restoration of Content for Customer’s Account as is more fully described in Section 2.01, below and as set out on an Order Form entered into between Rewind and Customer;

8. **“Software”** means the Rewind software platform as made available on a software as a service basis by Rewind to provide the Services;

9. **“Subscription Fee(s)”** means the monthly, annual and/or multi-year fees payable, as applicable, by Customer for the use of the Services as set forth on the Website (as defined below) or the applicable Order Form;

10. **“Subscription Plan(s)”** means the subscription plan(s) for the Services offered by Rewind and selected by Customer through an Order Form or online subscription process;

11. **“Website”** or **“Rewind Website”** means collectively the websites owned and operated by Rewind, including, without limitation, those located at rewind.com and at www.backhub.co, and such other websites as Rewind may make subject to these terms and conditions from time to time.

2. Services and Data Storage

2.01 Services. The Services provide a backup solution for Customer’s Account for each Cloud Service that Customer links to the Services, subject to the terms of this Agreement and Customer’s Subscription Plan(s). Where integrated correctly by Customer, the Services will make calls to the Cloud Service platform using its API in order to copy Customer Content from the applicable Cloud Service (which is encrypted in transit) and store the Customer Content in the Rewind cloud-based vault (the **“Rewind Vault”**) (which is encrypted at rest). The Services will

create an incremental backup of Customer Content and will be archived in accordance with the applicable Subscription Plan(s). Where included as a feature of the applicable Subscription Plan(s), if Customer Content is lost, deleted or compromised within the Cloud Service provider and has been backed-up in the Rewind Vault, a version of this Customer Content can be restored from the Rewind Vault to the applicable Customer Account. Certain Subscription Plans will have additional features which are more fully described on the subscriptions page of the Website.

2.02 Cloud Service Providers. The Services available may also integrate with the services of Cloud Service providers. The use of such Cloud Service providers is subject to their own terms of service, which are separate from and may differ from the terms and provisions of this Agreement. Rewind is not responsible and cannot be liable for any loss or damage resulting from the provision of any services provided by such third parties, or any fault originating with such Cloud Service providers. Links to third party websites or resources do not imply any endorsement by Rewind of the content, products, or services available from any such websites or resources. Customer has the sole responsibility for and assumes all risk arising from its use of any such websites or resources.

WHICH MEANS

Your agreement with your cloud service provider is subject to its own terms and conditions and is between you and your cloud service provider(s). Rewind is not responsible for third-party services including your cloud service provider's services.

2.03 Changes to the Services. Rewind may from time-to-time, in its sole discretion, improve, enhance, change, modify or discontinue the Services provided hereunder, in whole or in part, make new Services available, and/or cease the provision of any of the Services at any time. Any optional upgrades or new features added by Rewind to the Services may be subject to additional fees

which, when subscribed to by Customer, will be payable by Customer.

WHICH MEANS

Rewind can make changes to the services in its sole discretion. Optional upgrades or new features may be made available subject to additional fees but only if you subscribe to them.

2.04 Data Storage. All Customer Content (including all versions of the Customer Content) that is stored in the Rewind Vault is encrypted at rest and stored in the Rewind Vault for a period of time prescribed by the applicable Subscription Plan(s) the Customer subscribes to and the data retention period specified in Rewind's Data Retention and Disposal of Customer Data policy ("Data Retention Policy"), set out at <https://rewind.com/data-retention-policy/>, as may be amended by Rewind from time to time ("Archival Period"), and, subject to any legally mandated record-keeping requirements, thereafter may be irretrievably deleted in accordance with Rewind's and its service provider's standard deletion policies. Rewind uses commercially reasonable, industry standard security measures to protect Customer Content, and all transmissions of Customer Content between Cloud Service and Rewind and Rewind and the Rewind Vault occur on secured connections.

2.05 Personal Information. Rewind stores and processes any personal information that is made available by the applicable Cloud Service provider's API in the Customer Account in accordance with the provisions of the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"). In the event that the Customer Content includes any personal information of data subjects which are subject to Data Protection Laws (as defined in Rewind's Data Processing Addendum), then the Rewind Data Processing Addendum set out at <https://rewind.com/legal/dpa/>, as may be amended by Rewind from time-to-time (the "DPA") shall be incorporated into and form part of this Agreement.

WHICH MEANS

As a Canadian company, Rewind is obliged to protect any personal information in your content in accordance with Canada's data protection law – which is known as PIPEDA. Rewind's processing of any of your customers' personal information is also governed by Rewind's Data Processing Addendum which requires both you and Rewind to comply with the applicable data protection laws including, for example, the GDPR, the UK GDPR and/or the California Consumer Privacy Act.

3. Grant of Licenses

3.01 License Grant by Rewind. Subject to the terms and conditions of this Agreement and the applicable Subscription Plan(s) selected by Customer, including the timely payment of the Subscription Fees, Rewind hereby grants to Customer a non-exclusive, non-transferrable, internal license to access and use the Services for its internal business purposes. The Services may be used by Customer to back up Customer's Account so that Customer Content can be recovered and restored to the Customer's Account in the event that any of the Customer Content is deleted from the Website, corrupted, moved or otherwise compromised. Use of the Services requires Customer to implement the integration of the Services with the applicable Cloud Service by following such steps as are set out on the Website and/or by the Cloud Service in this respect.

WHICH MEANS

Rewind permits you to use the Rewind services for your own internal business purposes on condition that you comply with the terms of service including your obligation to pay for the services. If you don't pay or otherwise violate other terms of service, Rewind may cancel your access to the Rewind services. For example, you are not permitted to resell the Rewind services under the terms of service. If you are interested in reselling the Rewind services, contact <https://rewind.com/partners/>.

3.02 Customer Responsibilities. Customer will be solely and exclusively responsible for all activity of Customer during its use of the Services. Customer is solely responsible for (i) all Customer Content backed up by the Services and for obtaining all necessary consents, permissions and licenses required in order for Rewind to process Customer Content through the Services including, without limitation, any personal information, (ii) the accuracy, quality, and legality of Customer Content, the means by which Customer acquired Customer Content, Customer's use of Customer Content with the Services, and the interoperation of any Cloud Services with which Customer uses the Services or Customer Content, (iii) compliance with the terms of service of any Cloud Service with which Customer uses Services, and (iv) granting the licenses pursuant to Section 3.04 and 3.05, below.

WHICH MEANS

You are responsible for your account and for your content. It is your sole responsibility to get all consents, permissions and licenses necessary for Rewind to process your content using the services. If you are not the owner of any of the content (including personal information) in your content, you must get whatever consent, permission or license is legally required from the content owner for Rewind to process their content as part of your Content.

3.03 Restrictions. Customer understands and agrees that only Rewind will have the right to maintain, improve and enhance the Services. Except as otherwise expressly permitted in this Agreement, Customer shall not and shall not permit any other individual or entity to: (a) customize, modify or create any derivative works of the Services or Rewind Materials (as defined in Section 4.02 below); (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Services (except to the extent applicable laws specifically prohibit such restriction); (c) in backing up any Customer Content, disseminate any code, files, scripts, agents or programs intended to do harm, including, without limitation, any viruses, trojan horses, worms or

time bombs; (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Services; (e) violate any applicable law, rule, regulation or order, including, without limitation, laws governing personal information and privacy; (f) use the Services to distribute or publish Customer Content to the extent that it is not expressly permitted by the respective authors or provided as an explicit functionality on the Services; (g) redistribute, encumber, sell, rent, lease, sub-license or otherwise transfer rights to the Software; (h) copy, reproduce, distribute, modify or in any other manner duplicate the Services, in whole or in part; (i) access or use the Services to create a product that is similar to and/or competitive with the Services, unless specifically authorized in writing to do so by Rewind; or (j) take any action which may affect the smooth operation of the Services including unduly burdening Rewind's systems.

WHICH MEANS

You may use the services for your own use but you are not allowed to let third-parties use your account for their backup purposes. If any third-parties need backup services they need to sign-up for their own account. You are not allowed to duplicate, make changes to or to do anything to harm the services or to harm any other users of the services. You are also not allowed to use the services to publish any content in your content unless you either own that content yourself or have the content owner's permission.

3.04 Customer License to Customer Content. Customer hereby grants to Rewind a non-exclusive, non-transferrable (other than in accordance with Section 9.02 below), sublicensable (to the extent reasonably required to provide the Services) license to (a) access, copy, store, restore, and display the Customer Content (including the right to collect Customer Content from any applicable Cloud Service) for the duration of the Term and the applicable Archival Period specified in Rewind's Data Retention Policy set out at <https://rewind.com/data-retention-policy/>, and (b) duplicate the

Customer Content, as far as this is necessary for the storage of the respective Customer Content.

WHICH MEANS

You give Rewind permission to use your content in order for Rewind to provide the services to you.

3.05 Feedback. Rewind shall have a royalty-free, worldwide, transferrable, sublicensable, irrevocable, perpetual license to use or incorporate into the Software or Services, any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Software and the Services (“Feedback”).

WHICH MEANS

You give Rewind permission to use any suggestions or other feedback you give to Rewind relating to Rewind’s software and services.

4. Ownership of Intellectual Property

4.01 Ownership of Customer Content. As between Customer and Rewind, Customer and/or Customer’s licensors own all right, title and interest in and to the Customer Content, and except for the licenses granted in Sections 3.04 above, nothing in this Agreement shall be construed so as to transfer any ownership rights in the Customer Content to Rewind.

WHICH MEANS

Either you or your licensors are and will remain the owner of your content and nothing in this agreement transfers any ownership in your content to Rewind.

4.02 Intellectual Property Rights of Rewind. Rewind retains all right, title and interest in and to the Software and the Services including all associated manuals, specifications, bulletins, and any

other technical documents and materials (the “**Rewind Materials**”), including all intellectual property rights in the Software, the Services and the Rewind Materials, all copies and derivative works thereof. Customer acknowledges and agrees that the Software, Services, Rewind Materials and all intellectual property rights therein, including, without limitation, copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights, in and to the Software, Services, Rewind Materials and all modifications, changes, enhancements, or additions thereto (collectively, “**Rewind IP**”), are owned by Rewind and its licensors.

WHICH MEANS

You acknowledge that Rewind is the owner of the software, the services and any manuals, specifications, bulletins, and any other technical documents and materials it may share with you concerning the software and the services.

5. Confidentiality

Confidential Information: As used herein, “**Confidential Information**” means all confidential information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), that is designated in writing as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Customer’s Confidential Information includes Customer Content, and Rewind’s Confidential Information includes, as well as the functionality of the Services, the terms and conditions of this Agreement, including, but not limited to, the pricing and purchase terms of the Services or any part thereof. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). Confidential Information

shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has been otherwise lawfully known or received by the Receiving Party. This Section 5 will not be construed to prohibit the disclosure of Confidential Information if such disclosure is required by law or order of the court or other governmental authority. The parties agree, unless prohibited by applicable law, to give the other party prompt notice of the receipt of any subpoena or other similar request or order for such disclosure so that the Disclosing Party has the opportunity to seek a protective order to prevent the disclosure of its information and Receiving Party shall comply with any such protective order.

WHICH MEANS

Both you and Rewind agree to protect the Confidential Information we share with each other.

6. Subscription Fees and Payments

6.01 Subscription Fees.

(a) The Subscription Fees for the Services vary depending on the Subscription Plan(s) chosen by Customer on subscription. Unless otherwise set out in an Order Form, the Subscription Fees and any applicable Taxes (defined below) are due and payable upon subscription and, thereafter, are charged every thirty (30) days for monthly plans or annually (in advance) for annual plans, as applicable, throughout the Term (defined below). If offered by Customer's Cloud Service provider, Subscription Fees may be invoiced through Customer's Cloud Service provider in accordance with the terms of the Cloud Service provider's invoice. If offered by an Authorized Reseller Partner, the Subscription Fees may be invoiced through Customer's Authorized Reseller Partner in accordance with the terms of that Authorized Reseller Partner's

invoice. Unless otherwise stated in an Order Form, Subscription Fees are payable in USD.

WHICH MEANS

Depending on the subscription plan(s) you pick, your subscription fees are payable by you either every 30 days or annually either to Rewind, to your cloud service provider (if we offer that option) or to your Rewind Authorized Reseller Partner, as applicable.

(b) At all times, Customer shall: (i) keep billing, credit card and payment and contact information accurate and up-to-date, otherwise; (ii) promptly advise Rewind if billing or credit card information changes due to loss, theft, cancellation or otherwise, and if contact information changes for any reason; and (iii) be liable for failure to pay any fees caused by Customer's failure to provide Rewind with up-to-date billing and/or contact information. In the event Customer is in default of any payments and Rewind is unable to reach Customer at the last contact information on file with Rewind, Rewind may terminate this Agreement in accordance with Section 7.03 for payment default by giving notice of termination to Customer using the last known contact information on file and five (5) Business Days thereafter may terminate any further access to Services hereunder.

WHICH MEANS

You are responsible for making sure your account includes current and up-to-date contact information and credit card information. If you are in default of payment, Rewind may terminate your account and services by using the last known contact information it has on file.

6.02 Taxes. The Subscription Fees listed on the Rewind Website are exclusive of taxes. Customer is responsible for paying all taxes associated with the Subscription Fee(s), including local, provincial/state, 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**”). Customer is responsible for paying all applicable Taxes associated with Customer’s purchases pursuant to this Agreement excluding taxes based on Rewind’s net income or property. If Rewind has the legal obligation to pay or collect Taxes for which Customer is responsible pursuant to this Section, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Rewind with a valid tax exemption certificate authorized by the appropriate taxing authority.

WHICH MEANS

Rewind’s prices do not already include taxes. If taxes are applicable, you will be responsible for paying them unless you have a valid tax exemption certificate.

6.03 Trial and Early Access Subscriptions.

(a) Trial Subscriptions. Rewind offers a free trial of access to the Services for initial assessment for a time-limited period (typically 7 days unless otherwise agreed by Rewind) (each, a “**Trial Subscription**”). Customer agrees that at the end of the trial subscription period, Customer will no longer be able to access the Services unless Customer subscribes to a paid subscription. During any such trial period, the Services (i) are provided “as is” (with no warranty of any kind); and (ii) may be subject to limits on use.

(b) Early Access Subscriptions. In addition to Trial Subscriptions, Rewind may offer a free trial for early access to some or all of its Subscription Plan(s) (each, an “**Early Access Subscription**”) or may charge Fees to access and use Early Access Subscriptions. Rewind will provide information on Fees related to Early Access Subscriptions on the subscriptions page of its Website at <https://rewind.com/pricing/>. Notwithstanding the foregoing, Rewind may convert free Early Access Subscriptions from free to paid subscriptions on prior notice on the subscriptions page of its Website. All Early Access Subscriptions are provided “as is” (with no warranty of any kind) and may be subject to limits on use. Rewind

may suspend, limit, or terminate any Early Access Subscriptions for any reason, or for no reason, at any time without notice. Rewind may advise Customer of additional terms and conditions that apply to Customer's use of any Early Access Subscriptions that apply. Rewind may require Customer's use of any Early Access Subscriptions to be confidential and may require Customer to provide Feedback on any Early Access Subscriptions in accordance with Section 3.05, Feedback, above.

WHICH MEANS

Rewind offers trial subscriptions for you to assess the services, but use of the services expires at the end of the trial period (which is usually 7 days). Rewind may also offer early access subscriptions which may be free subscriptions that may convert on notice to paid subscriptions. In order to ensure continued access after any trial period or once any early access subscription converts to a paid subscription, you need to subscribe to a paid subscription.

6.04 Changes. Unless otherwise set out in the applicable Order Form:

- (a) Pricing for the Subscription Fees is subject to change from time-to-time;
- (b) Rewind also reserves the right at any time, and from time-to-time to make changes to any of its Subscription Plan(s); and
- (c) Rewind will give Customer not less than thirty (30) days' advance notice of any changes to pricing or Subscription Plan(s).

WHICH MEANS

Rewind can make changes to its prices and to its subscription plans. If Rewind makes changes to its prices or to any subscription plans you have subscribed to, you will be notified of the changes in advance.

7. Term and Termination

7.01 Term. This Agreement commences as of the date Customer subscribes for the Services. Unless otherwise set out in an Order Form, monthly Subscription Plan(s) shall run for an initial term of one (1) month and annual Subscriptions Plan(s) shall run for an initial term of one (1) year (the “**Initial Term**”) after which it/they shall automatically renew for successive one (1) month terms or one (1) year terms, respectively, unless either party provides written notice of its intention to terminate at least thirty (30) days prior to the expiry of the Initial Term or any respective renewal period (the “**Renewal Term(s)**”). As used herein “**Term**” means the Initial Term and all successive Renewal Term(s).

WHICH MEANS

Unless the Rewind order form sets out a different term, monthly subscriptions automatically renew monthly and annual subscriptions automatically renew each year unless you cancel them at least 30 days before expiry of the applicable term.

7.02 Termination for Convenience. Subject to Subsection 7.04 (Survival) hereof, the parties may terminate this Agreement or any Order Form(s), in whole or in part, for convenience immediately by giving written notice of termination to the other party: (a) upon thirty (30) days' prior written notice; or (b) the mutual agreement of Customer and Rewind.

WHICH MEANS

Either party is allowed to terminate the agreement for any reason on advance notice. The agreement can also be terminated on the mutual agreement of you and Rewind.

7.03 Termination for Cause. Subject to Subsection 7.04 (Survival) of this Agreement, either party may terminate this Agreement immediately by giving notice of termination to the other party in the event of: (a) any material breach or non-performance, including

non-payment, by the other party if such breach remains uncured fifteen (15) days after receiving notice of the breach from the non-breaching party; or (b) the bankruptcy or insolvency of either party. Notwithstanding anything herein to the contrary Rewind reserves the right to terminate this Agreement with immediate effect in the event of any breach by Customer of Section 9.07, Compliance with Laws.

WHICH MEANS

Either party is allowed to terminate the Agreement for cause if the other party has committed a material breach and does not fix the breach within 15 days of notification. If, however, you breach the law, Rewind may terminate immediately.

7.04 Survival. The provisions of this Agreement which, by their nature extend beyond the termination of this Agreement, shall survive and continue to be in full force and effect, including, but not limited to, Sections 1 (Definitions), 4 (Ownership of Intellectual Property), 5 (Confidentiality), 7.04 (Survival), 7.05 (Effect of Termination), 8 (Warranty, Liability, Indemnification), and 9 (General).

WHICH MEANS

Even though the agreement is terminated, certain of the provisions of the agreement continue after termination.

7.05 Effect of Termination.

(a) If this Agreement is terminated by either party for any reason, on the effective date of termination this Agreement will end and Customer's access to the Services will terminate. Customer Content will be stored after the effective date of termination in the Rewind Vault for the period of time prescribed by the applicable Subscription Plan(s) to which Customer subscribes and the applicable Archival Period specified in Rewind's Data Retention Policy set out at <https://rewind.com/data-retention-policy/>, and,

subject to any legally-mandated recording-keeping deadlines, thereafter may be irretrievably deleted by Rewind. Any such deletion of Customer Content, however, will not apply to electronic archives or backup electronic files that are not readily available, which will continue to be treated as confidential beyond expiration or termination until they have been irretrievably deleted by Rewind.

(b) In the event of any early termination by Customer, there will be no refunds or credits for unused periods of access to the Services. However, access to the Services will remain active for the duration of the paid billing period subject to the continued applications of the terms and conditions of this Agreement for such period. In the event of a termination for convenience by Rewind, Customer will receive a pro-rata refund of Subscription Fees that were paid in advance, if any, in respect to any remaining period of time after the effective date of such termination. All refunds payable hereunder will be paid within thirty (30) days after the effective date of termination.

WHICH MEANS

There are no refunds in the event you terminate early. If Rewind terminates early for its convenience, Rewind will refund you for any pre-paid but unused subscription fees covering use of the services after the date of termination.

8. Warranty Disclaimer, Indemnification and Liability

8.01 Disclaimer.

THE SERVICES ARE PROVIDED AS-IS WITHOUT WARRANTY OR CONDITION OF ANY KIND. REWIND MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR DATA SYNCHED TO OR MADE AVAILABLE FROM THE SERVICES. REWIND MAKES NO WARRANTIES OR CONDITIONS HEREUNDER AND EXPRESSLY

DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF GOOD TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, REWIND FURTHER DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, THAT THE SERVICES WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE FROM HARMFUL COMPONENTS. REWIND ALSO DISCLAIMS ALL RESPONSIBILITY FOR ANY ACT OR OMISSION OF ANY CLOUD SERVICE PROVIDER OR OTHER THIRD-PARTY PROVIDER. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SERVICES IS AUTHORIZED UNDER THIS AGREEMENT EXCEPT UNDER THIS DISCLAIMER.

WHICH MEANS

The Rewind services are provided on an “as is” basis and Rewind provides no warranties.

8.02 Customer Warranties. Customer represents and warrants that: (i) It has the legal right and authority to execute and perform this Agreement; and (ii) It is the sole owner of all rights in and to Customer Content, or that it is otherwise authorized to use Customer Content and to process it using the Services, and has obtained all necessary consents, permissions, and licenses required to comply with its responsibilities set out in Section 3.02 above and to grant the licenses to Rewind set out in Sections 3.04 and 3.05 above (including, without limitation, consents, permissions, or licenses from Customer's customers to collect, disclose and process personal information through the Services).

WHICH MEANS

You have the legal right to sign this agreement either on your own behalf or on behalf of someone else. If you are signing this agreement on behalf of your employer or on behalf of anyone else other than yourself, you are confirming you are authorized by your employer or by anyone else you are signing on behalf of, to accept this agreement on their behalf and have been authorized to bind them to the terms and conditions of this agreement.

It also means you are confirming that you either own all of your content or you have permission from the owner of the content, to use their content in your content and to process their content using the services. You are also confirming you have obtained any consents, permissions and licenses to comply with all your responsibilities under the agreement and to give Rewind the licenses to use all the content including in your content in order for Rewind to provide the services to you and to use any suggestions, changes, recommendations or other feedback you give to Rewind about Rewind's software and services.

8.03 Limitation of Liability.

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL REWIND AND ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OR THEIR SUPPLIERS, LICENSORS, OR RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES/PRODUCTS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, DAMAGE TO DATA OR CUSTOMER SYSTEMS, COST OF PROCURING REPLACEMENT SERVICES/PRODUCTS, LOSS OF PROFIT, BUSINESS INTERRUPTION OR ANY AND ALL OTHER COMMERCIAL OR ECONOMIC DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) ON WHICH THE CLAIM IS BASED. REWIND IS NOT RESPONSIBLE

FOR ANY LIABILITY ARISING OUT OF THE COLLECTION, RETENTION, USE AND DISCLOSURE BY CUSTOMER OF CUSTOMER CONTENT.

(B) EXCLUDING ITS OBLIGATIONS SET FORTH IN SECTION 8.05 (A) (REWIND INDEMNIFICATION), REWIND'S CUMULATIVE LIABILITY TO CUSTOMER OR TO ANY OTHER PARTY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) ON WHICH THE CLAIM IS BASED, SHALL BE LIMITED TO NO MORE THAN THE SUBSCRIPTION FEES PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST CLAIM. MULTIPLE CLAIMS WILL NOT EXPAND THESE LIMITATIONS.

WHICH MEANS

Rewind's liability is limited and, except for Rewind's obligations set out in Section 8.05 (a), is capped at the subscription fees paid to it by you under an applicable subscription order in the 12 month period prior to the first claim.

8.04 Force Majeure: Neither party shall be liable for any delay or failure in performance due to such acts of God, earthquake, labor disputes, strikes, shortages of supplies, riots, war, fire, epidemics, or transportation difficulties, to the extent not in control of such party. The obligations and rights of the excused party shall be extended on a week-to-week basis, provided, however, that a delay of sixty (60) days shall entitle the other party to terminate this Agreement without liability.

WHICH MEANS

Neither party will be liable for any delay or performance failures to the extent caused by a catastrophic event beyond the control of the party and the excused party's obligations and rights will be extended for up to 60 days. If the catastrophic event continues

beyond 60 days, either party is entitled to terminate the agreement without liability.

8.05 Indemnification

(a) (i) Rewind Indemnification. Rewind shall, at its own expense, defend Customer and its and their respective officers, directors, employees, consultants and agents (collectively, the “**Customer Indemnitees**”) in any action, suit or proceeding brought by a third party against any of the Customer Indemnitees alleging that the Software (excluding Customer Content) infringe any patent, trademark, trade secret, copyright or any other intellectual property rights of such third party (an “**IP Claim**”) and shall indemnify and hold the Customer Indemnitees harmless from and against any settlement amounts agreed by Rewind in writing and/or any losses, damages, expenses, or costs (including, but not limited to, reasonable attorneys’ fees) awarded to such third party against any of the Customer Indemnitees by a court of competent jurisdiction in any IP Claim. As conditions for the defense and indemnification to be provided by Rewind pursuant to this Section 7, Customer shall: (i) provide Rewind with prompt written notice of any IP Claims and copies of relevant documentation regarding any IP Claims for which indemnification may be sought; (ii) give Rewind sole control of the defense and settlement of such IP Claims (provided such settlement does not admit liability on behalf of, or impose a monetary contribution on, any of the Customer Indemnitees, without their prior written consent); (iii) cooperate fully with Rewind, at Rewind’s expense, in the defense or settlement of such IP Claims; and (iv) not settle any IP Claims or admit liability in respect to any IP Claims.

WHICH MEANS

If any 3rd party makes any claims or sues you claiming that Rewind’s software infringes on the 3rd party’s intellectual property rights, Rewind will be responsible for all settlement costs and/or all amounts awarded by the court to the 3rd party in the lawsuit. In

exchange for this commitment by Rewind, you agree to give Rewind notice of any IP claims or lawsuits and control over the defense and settlement of any IP claims or lawsuits, to cooperate with Rewind in the defence (at Rewind's expense), and not to settle or admit any liability in connection with the claims or lawsuits.

(ii) Mitigation. If an IP Claim has occurred, or in Rewind's opinion is likely to occur, Rewind may, at its election and expense, either obtain for Customer, the right to continue using the Software or replace it with a comparable service or modify the Software so that it becomes non-infringing. If neither of the foregoing alternatives is reasonably available, Customer agrees to discontinue use of the applicable portion of the Software, and may in its sole discretion terminate the Agreement upon written notice to Rewind and receive a pro-rata refund of the Subscription Fees that were paid in advance, if any, in respect to time periods after the date of any such termination.

WHICH MEANS

In the event an IP claim has been made or in Rewind's opinion is likely to be made, at Rewind's choice and at Rewind's cost, it will try to obtain the right from the 3rd party owner to allow you to continue using the software or Rewind will try to replace or modify the software so that it is no longer infringing. If none of these are possible, Rewind will give you a pro-rata refund of any pre-paid but unused subscriptions fees covering any use of the services after the termination provided you stop using the services.

(iii) Exclusions. Rewind shall have no obligations or liabilities to any of the Customer Indemnitees for any IP Claim that arises from or relates to (i) any unauthorized use of the Software or the Services by Customer; (ii) any combination of the Software with any technology, service or data provided by anyone other than Rewind, provided that such IP Claim would not have arisen but for such

combination; or (iii) any modification of the Software by anyone other than Rewind, provided that such IP Claim would not have arisen but for such combination.

WHICH MEANS

Rewind's indemnification will not apply if the 3rd party claim or lawsuit arises because of your unauthorized use of the software or the services or as a result of you combining the software with other technology not provided by Rewind or any modifications that were made to the software by anyone other than Rewind.

(iv) Remedies. This Section 8.05 sets forth the entire liability of Rewind and the exclusive remedy of Customer for patent, copyright or other proprietary or intellectual property right infringement or misappropriation.

(b) Customer Indemnification. Customer shall, at its own expense, defend Rewind, its Affiliates and its and their respective officers, directors, employees, consultants and agents (collectively, the **"Rewind Indemnitees"**) in any action, suit or proceeding brought by a third party against any of the Rewind Indemnitees arising from or relating to (i) the Customer Content, and/or (ii) any breach by Customer of its warranties set out in Section 8.02 (ii) above (each, a **"Customer-related Claim"**) and shall indemnify and hold the Rewind Indemnitees harmless from and against any settlement amounts agreed by Customer in writing and/or any losses, damages, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against any of the Rewind Indemnitees by a court of competent jurisdiction in any Customer-related Claim. As conditions for the defense and indemnification to be provided by Customer, Rewind shall: (i) provide Customer with prompt written notice of any Customer-related Claim and copies of relevant documentation regarding any Customer-related Claim for which indemnification may be sought; (ii) give Customer sole control of the defense and settlement of such Customer-related Claim (provided such settlement does not

admit liability on behalf of, or impose a monetary contribution on, any of the Rewind Indemnitees, without their prior written consent); (iii) cooperate fully with Customer, at Customer's expense, in the defense or settlement of such Customer-related Claim; and (iv) not settle any Customer-related Claims or admit liability in respect to any Customer-related Claims.

WHICH MEANS

If any 3rd party makes any claims or sues Rewind because of your content (which could result, for example, because you did not get their permission to use their content), you will be legally responsible for all settlement costs and/or all amounts awarded by the court to the 3rd party in the lawsuit. In exchange for this commitment, Rewind agrees to give you notice of any claims or lawsuits relating to your content and control over the defense and settlement of any claims or lawsuits relating to your content, to cooperate with you in the defense (at your expense), and not to settle or admit any liability in connection with the claims or lawsuits relating to your content.

8.06 Parties' Acknowledgement. Each party acknowledges that the other has agreed to the Subscription Fees and entered into this Agreement in reliance upon the limitations and the disclaimers of warranties set out in this Section 8.0, and that they form an essential basis of the bargain between the parties. This Section 8.0 will be given full effect even if any remedy specified in this Agreement is deemed to have failed in its essential purpose.

WHICH MEANS

The parties agree that the prices charged and the reliance on the limitations and disclaimers set out in the agreement were essential considerations for entering into the agreement.

9. General

9.01 Severability. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

9.02 Assignment: Rewind shall be permitted to assign this Agreement without notice to or consent by Customer. Customer shall have no right to assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, to any third party without Rewind's prior written consent, not to be unreasonably withheld or delayed. This Agreement shall be binding on and shall inure to the benefit of the parties, their successors and permitted assigns.

WHICH MEANS

Rewind is permitted to transfer this agreement to another party without providing you with advance notice or getting your consent. You are also permitted to transfer this agreement to another party but need Rewind's consent to do so. Rewind agrees that it will act reasonably on any request you make to transfer the Agreement.

9.03 Export Control. The Software or Services may be subject to the export and import laws of Canada, the United States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Software and Services may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software or Services for any purposes prohibited by United States or Canadian law.

WHICH MEANS:

You agree to comply with export and import laws and agree not to use the services for any purpose prohibited by law.

You confirm you are not, and will not transfer the use of the services to anyone in any U.S. embargoed country or on the U.S. Treasury Department's list of Specially Designated Nationals or on the U.S. Department of Commerce's Denied Person's List or Entity List.

9.04 Governing Law and Venue. This Agreement shall be governed by the laws of the Province of Ontario and the law of Canada applicable therein, without regard to its conflicts of laws provisions. The parties hereby agree to attorn to the exclusive jurisdiction of the courts of the Province of Ontario, in the city of Ottawa, Ontario. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

WHICH MEANS

The law of the Province of Ontario governs this agreement and the courts of the Province of Ontario have jurisdiction over any disputes.

9.05 No Third-Party Rights. This Agreement is for the sole and exclusive benefit of Customer and Rewind, and their respective permitted successors and permitted assigns, and does not create any benefit in favour of any third parties, regardless of whether they have been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee of these terms of use.

WHICH MEANS

The only parties to this agreement are you and Rewind. If you signed up on behalf of your employer or on behalf of anyone else,

the only parties to this Agreement are your employer or whoever else authorized you to sign this agreement on their behalf.

9.06 Publicity. Rewind shall be entitled to disclose and publicize, in the form of customer lists and on its Website, marketing materials and otherwise, the identity of the Customer as a client of Rewind, and to display the Customer's logo on its Website.

WHICH MEANS

You are giving Rewind permission to disclose you are a Rewind customer (including in our customer lists, on our website and in our marketing materials) and to display your logo on our website.

9.07 Miscellaneous. This Agreement including any documents linked to, attached or otherwise incorporated by reference herein constitutes the entire agreement, and supercedes all prior agreements, between the parties concerning the subject matter hereof. There shall be no force and effect to any different terms and conditions of any related purchase order (or similar form) other than an Order Form(s), even if signed by the parties after the Effective Date of this Agreement. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The relationship between Rewind and Customer is that of independent contractors and neither Customer nor its agents shall have any authority to bind Rewind in any way. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. The headings to the sections of this Agreement and everyday language summaries are used for convenience only and shall have no substantive meaning. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting any instrument or any provision or causing any instrument or provision to be drafted.

WHICH MEANS

The terms and conditions of the agreement, the Data Processing Addendum, all Rewind order forms and any other documents linked to, attached or otherwise incorporated by reference in this agreement are the entire agreement between the parties. No competing terms and conditions in any other purchase order would be of any force and effect.

9.07 Compliance with Laws. In performing under this Agreement, the parties shall comply with all applicable laws and regulations of any federal, state, provincial or local government entity.

WHICH MEANS

At all times relevant to this agreement, you must comply with the law.

Effective Date: Amended and Restated March 20, 2024.
