

This Coveo Customer Agreement ("Agreement") is between you ("Customer") and Coveo (as defined under Section 15.1) (each a "Party" and together the "Parties").

Except with Coveo's prior written consent, Customer may not access the Products if Customer is a direct competitor of Coveo. In addition, Customer may not access the Products for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

BY ACCEPTING THIS AGREEMENT, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING OR ACCESSING COVEO PRODUCTS, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

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" (and its variants) means "including without limitation" (and its 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 solution made available to Users by Coveo hereunder, as described in each Order.

1.5. "Laws" means any applicable local, state, federal and international laws and regulations, 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 Coveo Security Exhibit made available to Customer upon request.

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 placing Orders and distributing the accesses to the Hosted Services to its Affiliates or by Customer's Affiliates entering into Orders directly with Coveo and Customer remaining jointly and severally liable for the obligations of the Affiliates under this Agreement and any applicable Orders. Customer is responsible for compliance with this Agreement by all its Affiliates and Users.

If Customer elects to purchase any professional services 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 applicable terms of this Agreement and the terms of any statement of work entered into between the Parties («SOW»).

### 3. Hosted Services Subscription.

3.1.Orders. Each Order signed by Coveo and Customer is subject to and part of this Agreement. Coveo's Order and Documentation will specify Customer's 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 Customers makes to increase or upgrade its Scope of Use. The term of each Hosted Services subscription ("Term") will be specified in each Order. The Hosted Services are provided on a subscription basis for the Term specified in any applicable Order. Thereafter, your subscription to the Products will automatically renew for successive terms equal in duration to your then-current Term and at fees equivalent to the fees under your then-current Order plus an annual increase not to exceed the Consumer Price Index applicable to you depending on your location plus an innovation index of three percent (3%). Coveo will contact you before any automatic renewal, thereby allowing you to opt out by sending a written notification to that effect to [subscriptionmanagers@coveo.com](mailto:subscriptionmanagers@coveo.com) at least thirty (30) business days before the expiration of your then-current Term. If no such notice is received by Coveo, then your Term will be deemed to have been automatically renewed in accordance with this Section. Your Term may also be renewed by entering into a

mutually agreed Order, including if you wish to increase your allocated Scope of Use for the Products.

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 the 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 making 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 (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 and ensure proper operation of the Hosted Services in accordance with this Agreement and the Documentation.

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. 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") or (ii) cardholder data, including as protected by the Payment Card Industry Data Security Standard ("PCI DSS"). Any information submitted to Coveo in breach of this Section will constitute "Restricted Data", 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 will improve its security measures and procedures from time to time 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 and will commit to the service levels described in the support and service level policy referred to in the applicable Order ("Support and Service Level Policy"). The Support and Service Level Policy may be modified by Coveo from time to time 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, all amounts are non-refundable, non-cancelable and non-creditable.

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 or duties are payable by Coveo in connection with the Products, Coveo will include those taxes and duties to the invoice, and Customer must pay the amount of such taxes or duties in addition to any fees owed under this Agreement. If Customer has obtained an exemption from the relevant taxes or duties as of the time same are levied or assessed, Customer will provide Coveo with any such exemption information, and Coveo will use reasonable efforts to provide the invoicing documents to enable Customer to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

7. Additional Use. Customer will have access to its consumption of the Hosted Services through the “consumption dashboard” module of the Hosted Services or as otherwise agreed in the Order. If Customer exceeds its Scope of Use during the Term, Coveo will deploy reasonable efforts to notify Customer and reserve the right to invoice Customer for any past or ongoing use above its Scope of Use. This remedy is without prejudice to any other remedies available to Coveo at law or equity, or under this Agreement.

8. No-Charge and Beta Products. Coveo may make available certain Hosted Services to Customer for evaluation purposes and/or at no charge, including trials or pilots, free or developer accounts, and beta features of the Hosted Services (“No-Charge Products”). Customer’s use of the No-Charge Products will be subject to the applicable terms of this Agreement and this Section. No-Charge Products are provided only for evaluation purposes, must not be relied on by Customer for production use (unless otherwise approved in writing by Coveo) and may be subject to additional terms communicated by Coveo. Customer may not use No-Charge Products for competitive analysis or similar purposes. Coveo may terminate or modify Customer's right to use No-Charge Products at any time and for any reason in its sole discretion, without any liability to Customer. At the end of the Term of the No-Charge Products (as indicated on Coveo’s website, an Order or as otherwise communicated by Coveo), Customer will immediately cease all use of the No-Charge Product. Any data entered into the No-Charge Product, and any configuration or customization made to the No-Charge Product may be lost. Customer hereby acknowledges that the No-Charge Products are provided by Coveo on an as-is and as-available basis. To the maximum extent permitted by applicable Law, Coveo disclaims all obligations or liabilities with respect to No-Charge Products, 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 other than as authorized by 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).

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, or becomes insolvent or otherwise unable to meet its financial obligations. If Customer terminates the Agreement 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, by 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 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 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.

12.3. Disclaimer. Coveo expressly disclaims all warranties and representations of any kind that are not expressly stated herein. The duration of the statutorily required warranties, if any, are hereby limited to the shortest period permitted by Law. Customer understands that the use of the Hosted Services necessarily involves the transmission of Customer Data over networks that are not owned, operated or controlled by Coveo or Coveo's subcontractors, and Coveo is not responsible for any of Customer Data lost,

altered, intercepted or stored across such networks. Coveo will not be liable for any issues inherent to the use of the Internet or other systems outside of Coveo's control, or for any issues in connection with Customer's use or configuration of the Hosted Services other than as recommended in the Documentation. To the maximum extent permitted by Law, neither Coveo or its suppliers make any representation or warranty as to the reliability or accuracy of any Product or any of their content, or that: (a) the use of any Products will be secure, timely, uninterrupted or error-free; (b) the Products will operate in combination with any other system or data; (c) the Products will meet Customer's requirements; (d) any stored data will be accurate or reliable or that any stored data will not be lost or corrupted (e) errors or defects will be corrected; or (f) any servers that make Hosted Services available are free of viruses or other harmful components.

### 13. Limitation of Liability.

13.1. Limitation of Liability. Except for either Party's express indemnification obligations, wilful misconduct or gross negligence, 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 the Hosted Services in the twelve (12) months preceding the first act or omission giving rise to the liability.

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 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 apply whether an action is in contract or tort and regardless of the theory of liability, but 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.

The Section states Coveo's sole liability and Customer's exclusive remedy for any infringement of intellectual property rights in connection with any Products 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 or violation of 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 or 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)*.

<b>Coveo contracting entity:</b>	<b>Address for Notices</b>	<b>Governing Laws:</b>	<b>Courts with jurisdiction:</b>
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 QuatreBourgeois, 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	3 More London Riverside, London, SE1 2AQ, 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. The Products might be subject to export restrictions 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 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 or re-export of any part of the Products or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to

which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority; or (e) 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 no consent shall be required for an assignment of this Agreement by a Party pursuant to a change of control, merger or sale of substantially all of such party's assets or outstanding stock or to a wholly-owned subsidiary or Affiliate of such Party, or to a wholly owned subsidiary or Affiliate of such Party's controlling owner, provided that, if (a) the assignee is a competitor of the other Party, or (b) the other Party reasonably determines that such assigning Party's assignee will not have sufficient capital, assets, resources and expertise to perform its obligations hereunder, then such 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. Updates to this Agreement. Coveo may modify the terms herein from time to time by posting a revised version on the Coveo website. The modified terms will become effective upon posting.

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 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](mailto: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.