Wolters Kluwer

Developer Sandbox Environment Agreement

This Developer Sandbox Environment Agreement ("**Agreement**") is made by and between Wolters Kluwer Canada Limited ("**Wolters Kluwer**") located at 90 Sheppard Avenue East, Suite 300, Toronto, Ontario M2N 6X1 and the customer identified as the customer ("**Customer**") on the Order Form (as defined herein), and governs Customer's right to access and use the Application, the Developer Tools and the Developer Sandbox Environment, as each term is defined below. This Agreement is effective as of the date Customer signs the Order Form for the Application. This Agreement may be viewed at Wolters Kluwer's web site https://support.wolterskluwer.ca/en/eula/. By accessing the Application, Developer's Tools or the Developer Sandbox Environment, or by otherwise indicating acceptance (electronically or otherwise), Customer acknowledges agreement with the terms and conditions set forth below. Wolters Kluwer and Customer are sometimes referred to herein as the "**Parties.**"

1.   **Definitions.** Capitalized terms used but not defined elsewhere in this Agreement shall have the respective meanings set forth below.

   (a)   **"Affiliate"** means with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with such Party, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.
   (b)   **"Application"** means the cloud-based application and modules developed by Wolters Kluwer and listed on the Order Form as licensed for Customer's access and use in the Developer Sandbox Environment.
   (c)   **"Authorized User"** means an individual in Customer's practice who is authorized by Customer to access or use the Application and the Developer.
   (d)   **"Developer Sandbox Environment"** means the online environment provided by Wolters Kluwer where an Authorized User may access the Software and test and evaluate the Application in a demonstration or non-production environment. The Developer Sandbox Environment includes the Developer Tools that Wolters Kluwer in its sole discretion makes available from time to time.
   (e)   **"Developer Tools"** means the application programming interface, software, sample code and/or other tools that Wolters Kluwer may make available from time to time to be used in connection with the testing and evaluation of the Application.
   (f)   **"Fees"** means the amounts payable by Customer to Wolters Kluwer under the Order Form(s) and this Agreement.
   (g)   **"Online Account"** means the authorized access into the Software as established by Wolters Kluwer for use by any particular Authorized User, and includes the controls, permissions and data unique to such user.
   (h)   **"Order Form"** means a written confirmation of order from Wolters Kluwer that documents Customer's acquisition of a subscription to the Software. All Order Forms incorporate and are subject to the terms and conditions of this Agreement.
   (i)   **"Products"** mean the Application, the Developer Tools and the Developer Sandbox Environment.
   (j)   **"Software"** means the Application and the Developer Tools.
   (k)   **"Subscription"** means the rights granted to Customer by Wolters Kluwer to access and use the Software pursuant to the terms and conditions of this Agreement.
   (l)   **"Support"** means the support services, if any, specified in the Order Form.

2.   **Evaluation License**. If Customer purchases a Subscription to the Application, then subject to the terms and conditions of this Agreement, Wolters Kluwer hereby grants a limited, non-transferable, non-assignable, non-exclusive, and revocable license ("**Evaluation License**") to access and use, and permit the applicable number of Authorized Users to access and use, the Application, solely in the Developer Sandbox Environment means the online environment provided by Wolters Kluwer where an Authorized User may access the Software and test and evaluate the Application in a demonstration or non-production environment. The Developer Sandbox Environment includes the Developer Tools that Wolters Kluwer in its

sole discretion makes available from time to time, for Customer's testing, evaluation and feedback purposes only, solely for Customer's internal use within Canada, without any further right to access or use the Application in any manner or for any purpose. Wolters Kluwer is not required to, but may, disable certain functionality of the Software during Customer's testing and evaluation.

3.   **Limited Use**. **THE APPLICATION AND THE DEVELOPER TOOLS ARE PROVIDED HEREUNDER FOR TESTING, EVALUATION AND FEEDBACK PURPOSES ONLY. CUSTOMER ACKNOWLEDGES THAT THE DEVELOPER SANDBOX ENVIRONMENT IS A MULTI-TENANT ENVIRONMENT. CUSTOMER WARRANTS THAT CUSTOMER SHALL NOT USE THE APPLICATION OR THE DEVELOPER TOOLS FOR ANY "LIVE," "IN PRODUCTION" OR COMMERCIAL USE. ANY SUCH "LIVE," "IN PRODUCTION" OR COMMERCIAL USE OF THE APPLICATION IS NOT AUTHORIZED HEREUNDER, IS OUTSIDE THE SCOPE OF THIS EVALUATION AGREEMENT, IS A MATERIAL BREACH OF THIS EVALUATION AGREEMENT AND IS A VIOLATION OF INTERNATIONAL COPYRIGHT LAWS.**

4.   **Term, Termination and Suspension**.

(a) Subject to the terms of this Section 4, the Application (including Support) is sold on a 12-month subscription basis. Customer's Software subscription will renew automatically unless it is cancelled/terminated in accordance with this agreement, which requires that Customer provide Wolters Kluwer's customer service department with notice of Customer's intent to cancel/terminate 30 days prior to the end of the then-current subscription period. Customer must pay to Wolters Kluwer the fees set forth on a renewal invoice in advance of the renewal date. Notwithstanding any of the foregoing, I) this Agreement, and the Subscription hereunder, shall automatically terminate upon any termination or expiration of Customer's subscription to use the Application in a production environment and (ii) Wolters Kluwer, in its discretion and for any reason, may decide not to renew Customer's Subscription, in which case Wolters Kluwer will make reasonable effort to notify Customer of this decision prior to the expiration of Customer's then-current Subscription term.

(b) This Agreement may be terminated by Wolters Kluwer on written notice for cause, including in the event Customer has breached any of the terms of this Agreement. Upon termination or expiration of this Agreement, Customer shall immediately cease using the Application and at the request of Wolters Kluwer shall return any tangible forms of Confidential Information (defined below) along with a written certification that Customer has not retained any copies of said Confidential Information. Termination of this Agreement pursuant to this Section 4(b) will not require payment of a refund to Customer and will not affect (i) Customer's obligation to pay any Fees due, or (ii) any remedies available to Wolters Kluwer by law or equity.

(c) Wolters Kluwer may terminate this Agreement for convenience upon seven (7) days' notice. In the event of such termination for convenience, Wolters Kluwer shall refund to Customer the amount of any prepaid Fees for the unused portion of the then current term.

(d) Wolters Kluwer, in its sole discretion, may deny access to the Software if there is an unpaid outstanding invoice.

(e) In addition to any other suspension or termination rights of Wolters Kluwer under this Agreement, Wolters Kluwer may suspend or terminate Customer's access to and/or use of, or otherwise modify, he Application and/or any component thereof, and/or any Online Account and/or the Developer Sandbox Environment and/or any component thereof without notice (i) in the event Customer (including any Authorized User or any other person or entity acting through or on behalf of Customer) is determined by Wolters Kluwer, in Wolters Kluwer's sole judgment, to have or attempted to have damaged, harmed, or misused Wolters Kluwer's software, servers, network or other systems; or (ii) as necessary or appropriate to comply with any law, regulation, court order or other governmental request or order or otherwise protect Wolters Kluwer from potential legal liability or harm to its business. Wolters Kluwer will use commercially reasonable efforts to notify Customer of the reason(s) for such suspension or termination action as soon as reasonably practicable unless such action is due to subsection (i) hereof. In the event of a suspension (other than due to subsection (i) hereof), Wolters

Kluwer will promptly restore Customer's access to the Application as soon as the event giving rise to the suspension has been resolved as determined in Wolters Kluwer's discretion. Nothing contained in this Agreement will be construed to limit Wolters Kluwer's actions or remedies or act as a waiver of Wolters Kluwer's rights in any way with respect to any of the foregoing activities. Wolters Kluwer will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of the Application as set forth in this Agreement.

(f) Upon any expiration or termination of this Agreement, all rights granted to Customer hereunder will immediately terminate and Wolters Kluwer will have the right to immediately and indefinitely terminate Customer's access to and use of the Application, the Developer tools and the Developer Sandbox Environment.

5. <u>Restrictions</u>. Customer acknowledges and agrees that it is only authorized to use "dummy data" under this Agreement and Customer is strictly prohibited from posting, uploading or otherwise using any actual data, including without limitation, any privacy protected data or other sensitive or confidential data, in connection Customer's use or access of the Products. In addition, Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) possess, download, copy or print the Application or any part of the Application, including any component which comprises the Application; (b) modify, port, adapt or create derivative works of the Application; (c) view, read, reverse compile, reverse assemble, disassemble or print the Application's source code or object code or other runtime objects or files related to the Application or otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Application; (d) rent, lease, distribute (or redistribute), provide or otherwise make available the Application, in any form, to any third party (including in any service bureau or similar environment); (e) share any access information with third parties; (f) create any "links" to or "frame" or "mirror" the Application or any portion thereof; (g) publish, distribute (or redistribute) or sell any document retrieved through the Application (even if in the public domain) to any individual or entity outside of Customer or (h) install, use or otherwise access in or from the Developer Sandbox Environment any software, application, program or other technology not supplied by CCH. Further, Customer shall not violate or attempt to violate the security of Wolters Kluwer's networks or servers, including (i) defeating, disabling or circumventing any protection mechanism related to the Application; (ii) accessing any data not intended for Customer or logging into a server or account which Customer is not authorized to access; (iii) attempting to probe the Application or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iv) attempting to interfere with service to any user, host or network, including by means of submitting a virus, overloading, load testing, flooding, spamming, mail bombing or crashing. Customer shall inform and be responsible for any individual using the Application through any access mechanisms provided to Customer for purposes of the evaluation.

6. <u>Evaluation Plan</u>. At Customer's option Customer may elect to provide to Wolters Kluwer feedback regarding Customer's evaluation and testing of the Application.

7. <u>Reservation of Rights;</u> <u>Rights in Feedback</u>. The Application, the Developer Tools and the Developer Sandbox Environment, including any copy, translation, modification, adaptation or derivative work thereof, and including any improvement or development thereof, are owned by Wolters Kluwer or its licensors and are protected by copyright and trade secret laws and international treaty provisions. The Application, the Developer Tools and the Developer Sandbox Environment shall remain at all times the property of Wolters Kluwer and its licensors and Customer shall have no right, title or interest therein except for the limited Evaluation License granted in this Evaluation Agreement. Customer hereby assigns to Wolters Kluwer all rights title and interest in and to any and all suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Customer in connection with Customer's evaluation of the Application hereunder (collectively "**Feedback**"). Wolters Kluwer is under no obligation to incorporate any Feedback into any product or tool.

8. <u>Confidentiality</u>. Customer acknowledges that the Software and associated documentation to which Customer shall receive access under this Agreement have not been publicly released. Customer will maintain as confidential (i) all information provided about the Software and the Developer Sandbox

Environment, (ii) all data or documentation provided under this Agreement, (iii) the fact that Customer is participating in testing and evaluating the Application and any results from such testing and evaluation, including all Feedback and (iv) any other information or data designated by Wolters Kluwer as confidential or proprietary or that, given the nature of the information or data or the circumstances surrounding its disclosure, reasonably should be considered as confidential or proprietary (collectively "Confidential Information"). Customer shall not, without the prior written consent of Wolters Kluwer, use or disclose the Confidential Information or any part thereof except as necessary to internally evaluate the Application and provide Feedback pursuant to this Agreement. Confidential Information shall not, without the prior written consent of Wolters Kluwer, be disclosed to any person or entity other than employees, representatives or agents of Customer who have a need to know the Confidential Information as necessary to internally evaluate the Application and provide Feedback hereunder. Customer shall ensure that all such persons and entities comply with the terms of this Evaluation Agreement. All Confidential Information shall remain the exclusive property of Wolters Kluwer, and Customer shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. If Customer is requested by a governmental authority or other third party to disclose any Confidential Information, it will promptly notify Wolters Kluwer to permit Wolters Kluwer to seek a protective order or take other appropriate action. Customer will also cooperate in Wolters Kluwer's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information. If, in the absence of a protective order, Customer, in the written opinion of its counsel addressed to Wolters Kluwer, is compelled as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only the part of the Confidential Information as is required by law to be disclosed (in which case, prior to such disclosure, Customer will advise and consult with Wolters Kluwer and its counsel as to such disclosure and the nature and wording of such disclosure) and Customer will use its reasonable commercial efforts to obtain confidential treatment for such information.

9. **Warranty Disclaimer and Liability**. The Products furnished under this Agreement are products that may contain defects, either patent or latent. CUSTOMER ACKNOWLEDGES THAT WOLTERS KLUWER HAS NOT IMPLEMENTED AND HAS NO RESPONSIBILITY TO IMPLEMENT OR TO MAINTAIN AN INFORMATION SECURITY, DATA RETENTION OR DATA PRIVACY PROGRAM IN CONNECTION WITH THE PRODUCTS OR ANY ADMINISTRATIVE, OPERATIONAL, TECHNICAL, PHYSICAL OR ORGANIZATIONAL MEASURES IN CONNECTION WITH THE PRODUCTS TO PRESERVE AND PROTECT THE SECURITY, INTEGRITY AND CONFIDENTIALITY OF CUSTOMER'S DATA AGAINST ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION OR UNAUTHORIZED DISCLOSURE OR ACCESS. IT IS CUSTOMER'S RESPONSIBILITY TO BACKUP ON CUSTOMER'S OWN LOCAL SYSTEM ALL CUSTOMER DATA. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT WOLTERS KLUWER IS NOT PERFORMING ANY DATA WAREHOUSING OR FILE RETENTION SERVICES FOR CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE SUPPLIED TO AND ACCEPTED BY CUSTOMER "AS IS." WOLTERS KLUWER DOES NOT WARRANT THAT THE APPLICATION OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE APPLICATION OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL APPLICATION DEFECTS WILL BE CORRECTED. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE APPLICATION AND WOLTERS KLUWER WILL NOT HAVE ANY LIABILITY RELATED THERETO. THE PRODUCTS ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. IN NO EVENT SHALL WOLTERS KLUWER OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WOLTERS KLUWER OR ITS LICENSORS WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IF WOLTERS KLUWER OR ITS LICENSORS SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR USE OF THE PRODUCTS HEREUNDER, WOLTERS KLUWER AND ITS LICENSORS' TOTAL LIABILITY FOR ANY AND ALL SUCH CLAIMS SHALL NOT EXCEED $50. CUSTOMER ACKNOWLEDGES THAT ABSENT AGREEMENT TO THIS LIMITATION, WOLTERS KLUWER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. THE LIMITATIONS OF LIABILITY STATED IN THIS AGREEMENT ARE INTENDED TO APPLY REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM THAT A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR FAILS OF ITS ESSENTIAL PURPOSE.

10. **No Construction against Drafter.** Each of the Parties hereto acknowledges that it has had the opportunity to be represented by independent counsel of its choice prior to entering into this Evaluation Agreement, and the Parties agree that in construing this Agreement no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other Party.

11. **Updates.** Wolters Kluwer may, from time to time, provide Customer with updates of the Application (the "**Updates**"). However, supplying Updates will be at Wolters Kluwer's discretion and Wolters Kluwer will have no obligation, express or implied, to provide Updates. All Updates shall become part of the Application and shall be governed by the terms of this Agreement.

12. **Canada's Anti-Spam Legislation**. Periodically, Wolters Kluwer may send commercial emails or transmit Updates electronically. In accordance with Canada's Anti-Spam Legislation, Customer agrees to receive these commercial emails.

13. **General**. This Agreement represents the entire agreement between the Parties with respect to the subject matter contained herein. Customer may not assign, transfer, or sublicense, change, or amend this Agreement without the prior written consent of Wolters Kluwer. Customer's remedies in this Agreement are exclusive. This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS EVALUATION AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

14. **Notices.** All notices, demands, consents or requests given by a Party must be in writing and sent for delivery via a third party nationally recognized tracked courier service or by email (with confirmation of delivery) to (a) in the case of Wolters Kluwer: Wolters Kluwer Canada Limited, Attention: Legal Department, 90 Sheppard Avenue East, Suite 300, Toronto, Ontario M2N 6X1; and (b) in the case of Customer to Customer's billing address. Any such notice, demand, consent or request shall be deemed to have been given and received on the day on which it was delivered with proof of delivery. Customer agrees to always keep Wolters Kluwer updated with Customer's most current contact information, including Customer's address, billing address, phone number, fax number and email address.

15. **Export Restrictions**. Customer is advised that the Application is subject to U.S. Export Administration Regulations and Export and Imports Permits Act, RSC, cE-19, and diversion contrary to U.S. or Canadian law or regulation is prohibited. Customer agrees not to directly or indirectly export, import or transmit the Application to any country or end user, or for any end use that is prohibited by any applicable U.S. or Canadian regulation or statute (including to those countries subject to embargo from time to time by the U.S. or Canadian government or the United Nations). Customer agrees to not directly or indirectly export, import, transmit or use the Application contrary to the laws or regulations of any governmental entity that has jurisdiction over such export, import, transmission or use.

16. **Indemnification**. Customer agrees to indemnify and hold harmless Wolters Kluwer, its employees, officers, directors and affiliates against any and all liability (including damages, recoveries and reasonable legal fees) to third parties (including without limitation any clients of Customer, the Canada Revenue Agency and any taxing authorities) relating to (a) Customer's breach of any of its obligations, representations and/or warranties under this Evaluation Agreement; or (b) Customer's access or use of the Application.

17. **Third-Party Beneficiaries**. Except as provided in Section 14 herein, no third party is intended to be or shall be a third-party beneficiary of any provision under this Evaluation Agreement. Wolters Kluwer and Customer shall be the only parties entitled to enforce the rights set out in this Evaluation Agreement.

18.   **Required Hardware and Software.** Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary to access and use the Application.

19.   **Language**. It is the Parties' desire and agreement that this Agreement and all schedules and associated documentation be drafted in English. Les Parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés en anglais.

20.   **Survival.** The provisions of Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 19 and 20 shall survive the termination of this Agreement in accordance with their terms.