

# AUVENIR

## Auvenir Terms of Service – North America (“Service Terms”)

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### Business Terms:

**1. Intro:** Thanks for using Auvenir. Our goal at Auvenir Technologies ULC (“**Auvenir**”), as a technology service provider, is to make available SaaS based technological tools that permit professional service firms and their clients to work in more efficient ways. We do this by providing a) a base intuitive and unified SaaS platform (our technology, the “**Platform**”) that utilizes world class third party content selected by You such as CPA

Canada's QMG cloud to help implement a system of quality management, PACT for related services, PEG and ISA forms or the US Content Guide ("**Content**") to facilitate completion of audits, reviews, compilations, and preparation services and then also b) by providing you with digital access and use of supplementary and complimentary SaaS applications and functionality ("**Third Party Apps**"). We also help you stay coordinated, collaborative and in sync with your clients through the Client Portal all from within the Avenir SaaS Platform. The first part of these Service Terms are the business terms and second part are the legal oriented terms; - capitalized terms that are not defined in the business terms section are defined at the end of the legal terms section 35 and these legal terms definitions may supplement the shorter definitions provided in the business section. These definitions are important to understand these Service Terms. When used in these Service Terms, "Avenir," "we," "us," and "our" refers to Avenir and "you" or "your" refers to you the individual, your organization, any authorized user of the Avenir Platform (including a customer or client of a customer), any user of our other Services.

**2. Registration Signup, Payment Processing, Onboarding, and Trial Services** The provisions of these Service Terms cover your use and access to our services and websites ("**Services**") and are intended for professional organizations like you that are resident and conducting business in the United States of America or Canada (collectively "**North America**") only. You need to provide us with everything we request and need (following our own due diligence on your organization – you need to be accepted by us as a customer) to get you up and running on the Platform including Business Contact Data and in some cases proof of third-party licenses for Content, etc. and if not through an online signup process that is ecommerce enabled, a Service Order outlining the extent of Services required, pricing and payment terms. You warrant that all information provided online or offline as part of the registration, ongoing payment process, onboarding and all the Access Credentials provided is true and accurate in all respects and you agree you will regularly update such information to keep it current and up to date.

As part of the registration process, you will identify and setup the Access Credentials including an administrative user name and password for Customer's corporate account and you agree to be responsible for the administrative user's set up of your workspace on the Avenir Platform. Avenir reserves the right to refuse registration of or cancel passwords it deems inappropriate.

As part of the registration process, you may be required to setup a payment process with a valid means of payment that is monitored and controlled through the billing portal for the subscription Services you choose. Any and all payments made in connection with the Services shall be non-refundable for any reason whether or not you have used the Services in whole or in part or even if you have not used them at all.

Your charges are recurring and evergreen. The frequency will be based on the Services and subscription package selected for the fees set out. Avenir will continue to charge your payment (renewal) on your Subscription basis unless you disable this

function in the billing portal. You are responsible for taking action prior to renewal if you do not want your Service subscription to renew automatically.

You are responsible for ensuring that the valid means of payment, i.e. the credit card associated with your organization's account or subscription is up to date, that information posted in connection with it is accurate, and that you are authorized to use that credit card to pay for the subscription Services. You may update this information through the Avenir billing portal.

We may offer Trial Services to a single user for a trial period (which may be terminated at any time by us), the details of which, including the duration of the trial period, will be set out in any Service Order. Any Customer Data arising from such Trial Services may be permanently lost unless you a) purchase a subscription to the same Services, b) purchase upgraded services with additional users, or c) you download the Customer Data prior to expiry of any trial period.

PLEASE NOTE THAT TRIAL SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND – so in other words, use at your own risk. Please note that the disclaimer section 13 also applies to any Trial Services.

### **3. Your Client Engagements & Your Permissions to Your Clients**

When you use our Services, you may provide us with important data about yourself and also the sensitive data pertaining to your audit clients, what we term the "**Customer Data**" – see also the definition section at the end for broader definition. This Customer Data that includes your digital audit working papers from your Engagements always belongs to you. These Terms don't give us any rights to the Customer Data except for the limited rights to use it in our SaaS Platform to enable us to provide all of the Services to you including the ability to i) access integrations and exchanges of data with Third Party Apps and ii) analyze and assess performance of the Services and discover new ways to improve the Services.

We need your permission to do things like add users from your Firm, invite your clients to the Platform, set up an Engagement, import your client's data from your clients or through third party technology service providers who already have some of their financial information, and sharing it when you ask us to. Our Services also provide you with features like commenting, sharing, searching, image thumbnails, document previews, easy sorting and organization, and personalization to help reduce busywork and optimize your "**Engagement**" and/or "**Project**" (see Definition section). To provide these and other features, we continually access the Platform databases and Customer Data and your working papers as you work through your Engagements. You give us permission to do those things, and this permission extends to our affiliates and trusted third party service providers that we work with to provide our SaaS Services to you and your clients.

**4. Privacy, Data Protection and Data Residency** Our [Privacy Policy](#) explains how we collect and use your information and that of your clients while accessing our Services.

You are solely responsible for obtaining any consents required by relevant data protection Laws from your partners, employees, contractors, and any of your clients who may reside in different jurisdictions than you or us.

All Services, including all Processing of Customer Data is provided solely from within, and on computers, systems, networks and other infrastructure located in the jurisdiction in which your offices are located. For Canadian customers, this means Canada and for the United States of America customers, this means the United States of America. However, the Processing of basic Business Contact Data such as firm name, address, Engagement name, Project name etc. and any Resultant Data will be incorporated into our global platform databases (currently situated in Canada although we may move this location at our discretion) and are not subject to the data residency restriction for Customer Data set out above.

**5. Your Professional Obligations** You must use your professional judgment to ensure that your choice of technology service provider (our SaaS Platform vs. other competitors), your selection of which Third Party Content you need (currently CPA Canada's QMG as a standalone, PACT, PEG, ISA, the US Content Guide) or choice of your own Content to use on the Platform and your execution of each Engagement and/or Projects and the production of corresponding working papers and documents **meet all professional standards and conform with all relevant Laws**. We disclaim any liability with respect to any choices and selections you make even if we have been involved in discussions to help you assess the different alternatives.

Nothing we provide through the Services or through the Third- Party Content is a replacement for professional skill, judgment and the need to adhere to professional standards and methodologies and comply with all relevant laws. You are advised to conduct your own independent review to determine which Third- Party Content is most appropriate for your requirements.

Unless available through us as part of the Services, it is up to you to obtain and maintain in good standing while you are using the Services, any Third-Party Content licenses required (like for example QMG, PACT, PEG and ISA from CPA Canada) and if required, provide proof of such license status and payment for such license if we ask for it. We will exchange information about you with these Third-Party Content Providers so we can properly provide the Services and ensure all Content is properly licensed before you are permitted to access such content.

These services are intended primarily for quality management, accounting and auditing professionals to work in more efficient ways.

**6. Your Basic Responsibilities Part A.** Your use of our Services and those of your clients with access to the Platform must comply with our acceptable use provisions ("AUP" in Part B and Our and Third-Party Content and Third-Party App disclaimers set out in section 13 and everything set out in this section and these Service Terms generally.

You need to pay the fees (including all relevant sales, federal, state and provincial taxes) for the Services as agreed and set out in any Service Order or be subject to suspension or termination and late interest or other penalties. And you may only use those Services that you have paid for.

You agree to be honest and forthright with us in all of your commercial dealings with us and to always act in good faith.

You will help us keep your important Customer Data safe; - security is a two-way street.

You must employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials to all of your employees, contractors and service providers and protect against any unauthorized access to, or use of the Services. You also need to be sure to keep your Avenir account information current and accurate. Don't share your account credentials or give others access to any of your accounts and if security on your end or that of your clients gets compromised, **notify us immediately!**

Similarly, you need to monitor and safeguard the Customer Data and your clients use of the Services, including uploading for Processing of any Customer Data and if there are safety or security issues with your clients (what we call "**Limited Purpose Users**") you may need to suspend their access to the Services and advise us of the problem.

You agree to notify us immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Customer Data by any Authorized Users including by your clients, the Limited Purpose Users.

You acknowledge that it is your responsibility to provide the necessary technological internal infrastructure to access the Services.

You will only provide access to your clients and team to access the client and team collaboration tools and document upload features of the Service by enabling the Limited Purpose User access.

You are solely responsible for i) obtaining any relevant consents and authorizations required pursuant to data protection Law for the upload of any of your clients' data (Customer Data) into the Avenir Systems by any Authorized User or Limited Purpose User and ii) the sharing of any Customer Data with any of the Third-Party Apps.

You agree to notify us immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected unauthorized distribution of Customer Data by any Authorized Users including your clients, the Limited Purpose Users.

Services are just for you and your professional Firm and you agree to not resell the Services directly or indirectly to third parties.

You will provide all cooperation and assistance as we may reasonably request to enable us to perform the Services including cooperation with any reasonable investigation regarding an actual or potential violation of this section as updated from time to time or to comply with applicable privacy or other laws. Such investigation may include a review

of your internal digital security protection strategy, your acceptable use policy and associated Authorized User and Limited Purpose User compliance.

You may use our Services and conduct all of your client Engagements and Projects only as permitted by applicable law, including strict compliance with professional regulatory requirements, privacy and data protection legislation and export control laws and regulations.

**Part B AUP.** Acceptable Use Policies. We need to protect our Services, and our Platform, our valuable IP as well as the Third Party Content, the Third Party Apps and your Customer Data and keep the experience of all customers (including yourself and your clients using our Services) a good one and in accordance with all Laws and best practices for a SaaS Platform. Accordingly, you agree on behalf of your organization that you shall not (that means never):

- (a) reverse engineer, disassemble or otherwise attempt to derive or gain access to the source code of the Services, any Third Party Content or any of the Third Party Apps or third party integrations;
- (b) bypass or breach any Disabling Device or protection used by us or access or use the Services other than through your Authorized Users (and Limited Purpose Users, your clients) through the use of his or her own then-valid Access Credentials;
- (c) input, upload, transmit or otherwise provide to or any information or materials whether provided by you or your clients as Customer Data that are unlawful or injurious, or contain, transmit or activate any Harmful Code;
- (d) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, the Platform, Third Party Content, the Third Party Apps or the services we provide to other customers;
- (e) remove, delete, alter or obscure any trademarks, Content, Documentation, licenses, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Provider Materials, Third Party Content or any Third Party Apps;
- (f) access or use the Services, the Content and any Third Party Apps in any manner or for any purpose that infringes, misappropriates or otherwise violates any IP Right or other right of any third party including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other customer, or that violates any applicable Law;
- (g) access or use the Services including the Third Party Content and any Third Party Apps for the purposes of reverse engineering or competitive analysis of the Services and the Content, the development, provision or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage;

(h) access or use the Third Party Content and any Third Party Apps as part of the Service in violation of any license agreement with such Third Party or any sublicense from us;

(i) provide Services, the Third Party Content or Third Party Apps to any Person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service; and

(j) otherwise access or use the Services and Third Party Content and Third Party Apps in a way that is beyond the scope of these acceptable use provisions and these Service Terms generally.

You agree to do whatever is necessary to make sure that your organization and your clients comply with these acceptable use provisions. You also agree that you will be liable to us for any damages if any of your personnel or clients fail to adhere to these AUP terms.

You will only use what you have paid for and will always have in place relevant third party licenses for Content either directly with the Third Party Content Provider or by sublicense with us.

For those of your clients using the Platform via the Client Portal, they will be asked to sign their own service terms which cover off these AUP issues from the client of customer perspective as well as issues relating to the integration of the Third Party Apps.

**7. Our Basic Responsibilities** Due Diligence on Customers. We will conduct due diligence with respect to each customer and we specifically reserve the right not to provide Services to any customer or client of a customer and to terminate Services to any customer (or any of its clients) on notice to customer for any reason whatsoever.

**“Availability”**. We will make the Service available continuously, as measured over the course of each calendar month, an average of 99.99% of the time, excluding unavailability as a result of **“Exceptions”** and including a service credit regime, all as set out and “quotation” terms defined in the SLA Schedule found at the end of the Legal Section. Information concerning our routine maintenance windows are also set out in the SLA at end of these Service Terms and our continually updated Avenir Support Schedule.

Service Support. We will do our best to make sure you can successfully use the Services by providing basic support, user guides and on-line help, and product support in accordance with our current Support Schedule, which may change over time. The Support Schedule as of the date of posting of these Service Terms is this:

Self-serve – via access to our online User Guide and Knowledge base;

Email at support@avenir.ca or by filling in a form on the support page on the Avenir website;

By calling toll free [1-855-528-8364](tel:1-855-528-8364) between normal EST business hours 9:00 a.m. to 5:00 p.m. or the hours set out on the Avenir Support Schedule page.

WE will endeavor to respond to all support requests within 24 hours and provide you with an update after the first 24 hours.

We will track all support enquiries and support issues will be resolved or assigned to the appropriate specialist and monitored until resolution.

Please reference our dynamic Support Schedule page for our current support terms.

Security. We will employ commercially reasonable security measures in accordance with applicable Law (relating to the provision of SaaS services, not with respect to regulatory and professional matters of the Customer), our data privacy and security policies as amended, internal controls and the provisions of this section. To provide evidence of security measures taken by us to protect you, your clients and the Customer Data, a SOC 3 report is available and will be provided to you upon request available by writing [legaldept@avenir.com](mailto:legaldept@avenir.com).

**You know and acknowledge that no level of security measures can guarantee absolute security of any IT system or SaaS Service and a loss of Customer Data is always possible. Our obligation to remedy and your remedy is as set out in the Legal Section.**

We maintain a data breach plan in accordance with all Laws and shall implement the procedures required under such data breach plan on the occurrence of a data breach. We will notify you of any breach in accordance with relevant Laws.

We will provide commercially reasonable infrastructure support and maintenance for Our SaaS Services.

**8. Third Party Content** All of our Services give you a choice of independently developed Third-Party Content to help provide you with the automated forms, checklists and the substantive tools you need to help you perform your audit, review, compilation, and other Engagements or in the case of QMG, setup and maintain your system of quality management. So long as you comply with these Service Terms and do not require a direct license with the Third Party, we give you a limited, nonexclusive, nontransferable, revocable sublicense to use the selected Third Party Content 'as is' without warranty of any kind, solely to access the Content as part of the Services for as long as you are entitled to use the Services. Please also read through the disclaimers in section 13 regarding Third Party Content.

#### **Legal Section:**

**9. Privacy and Data Protection.** We live in a new era of privacy and data protection and these are important issues for both of us and your clients too so accordingly we each agree to handle and safeguard all personal data received from the other party (and your clients), including in connection with the utilization of Subcontractors who help



us provide these Services, in accordance with Privacy Laws and the privacy policies of the jurisdiction where you and us, respectively carry on business. "**Privacy Laws**" means all national, federal, provincial, state, municipal or other applicable statutes, laws or regulations of any applicable jurisdiction governing the handling and/or processing of personal data or information about an identifiable individual. Our [Privacy Policy](#) is available here. As Customer Data may also originate from or be exported to the Third Party Apps, we urge you to read and understand Third Party App providers' Privacy Policies.

## **10. Term and Termination**

The Services will be for an initial term of one year from date of signup and automatically renew for successive one-year periods unless you notify us that you want to terminate at the end of a term – but you need to do so in writing at least ninety days before expiry of these applicable one-year terms.

We can also immediately disable, terminate or suspend your access to the Services including your access and use of any Third Party Content or Third Party Apps for any of the following reasons by providing you with written email notice of the suspension or termination:

- i) If you fail to pay any Fees when due and you do not catch up with payments within ten days after we send you a notice to pay; or
- (ii) If you or your clients' breach any of your major obligations under these Service Terms relating to issues like confidentiality, acceptable use, maintaining your professional license in good standing, etc.
- (iii) We decide to no longer provide the Services in the jurisdiction of you the customer; or
- (iv) We no longer desire to provide you with access to the Services.

When the Services expire or are terminated,

- (a) all rights, licenses, sublicenses, consents and authorizations granted by either of us to the other will immediately terminate;
- (b) We shall immediately stop Processing all Customer Data and shall stop providing the Services.

And within 365 days, or at your written request, destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and

Within 365 days, permanently erase all Customer Data and Customer's Confidential Information from Our SaaS Platform and technology systems;

Provided we may retain Customer Data in its then current state and solely to the extent and for so long as required by applicable Law.

The provisions set forth in the following sections, and any other right or obligation of the parties in these Service Terms that, by its nature, should survive termination or expiration of these Service Terms, will survive any expiration or termination of these Service Terms including: sections 2,5,6, 9,10, 11,12, 13, 14, 15, 18, 19, 20, 21, 22, 24, 28, 29, 30, 32, 34, 35 and all Schedules including SLA Schedule.

## **11. Representations and Warranties**

11.1 Each of us represents and warrants to the other that:

(a) it is a corporation/partnership or legal entity that is incorporated/formed and validly existing in the jurisdiction of its incorporation/formation;

(b) it has all required (as the case may be corporate) power and capacity to enter into these Service Terms, to grant the rights and licenses granted under these Service Terms and to perform its obligations under these Service Terms including in your case, to make payment obligations via valid means provided (i.e. credit card);

(c) You have the relevant authorization from your organization to use the valid means of payment provided for the ongoing payment of the Services;

(d) either the online registration and setup or as may be the case, the execution of a Service Order incorporating these Service Terms (by reference) by its authorized representative whose signature is set forth on the Service Order has been duly authorized by all necessary corporate or partnership action; and

(e) when executed and delivered by each of us through either the online ecommerce registration mechanism or the Service Order mechanism, these Service Terms will constitute the legal, valid and binding obligation of each of us, enforceable against the other in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or similar laws related to or affecting creditors' rights generally or the effect of general principles of equity.

11.2 Additional Auvenir Representations, Warranties and Covenants. We represent, warrant and covenants to Customer that we will perform the Services using personnel who we reasonable believe have the required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and will devote adequate resources to meet our obligations under these Service Terms.

11.3 Additional Customer Representations, Warranties and Covenants. You represent, warrant and covenant to us that you and your Firm owns or otherwise has, and will have, the necessary rights and consents in and relating to i) the Customer Data and ii)

in and relating to any Customer provided Content so that, as received by Provider and Processed in accordance with these Service Terms (including by its Subcontractors), the relevant Customer Data and Customer Content do not and will not infringe, misappropriate or otherwise violate any IP Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.4 Additional - Customer. Customer also represents, warrants and covenants to Provider that Customer will exercise its professional judgment and conform to all relevant professional standards and Laws when servicing a client through an Engagement using the Provider Systems and the generation of any work product.

## 12. Confidentiality

12.1 Each Party may have access to information that is confidential to the other party ("**Confidential Information**"). For purposes of these Service Terms, Confidential Information shall include any information that is clearly identified in writing or marked electronically at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential including but not limited to information of technology, trade secrets, know-how, business operations, plans, strategies, customers, sales and marketing and pricing and information. Customer's Confidential Information shall include, but not be limited to, Customer Data but does not include Business Contact Data. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure without any obligation of confidentiality and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information, as established by written records. The parties agree to use commercially reasonable efforts not to make each other's Confidential Information available in any form to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that Avenir may disclose Customer's Confidential Information to its employees and subcontractors solely to the extent necessary to provide the Services under these Service Terms provided such individuals and entities have been made aware of the confidential nature of the information and are bound by written confidentiality and restricted use obligations as least as protective as those set out in this section.

12.2 This section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other Governmental Authority; provided, however, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the "**Responding Party**") shall first have given sufficient and prompt written notice to the other party of the receipt of any subpoena or other request for such disclosure, so as to permit such party an opportunity to obtain a protective order or take other appropriate action. The Responding Party will cooperate in the other party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will

be afforded the Confidential Information. If the Responding Party is compelled as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only that part of the Confidential Information as is required by law to be disclosed.

### **13. 3 Different Kinds of Disclaimers: –Third Party Products and Services Generally (Integrated Apps), Our Avenir Platform Disclaimers (the Platform technology), and Third-Party Content (the forms and guidance) Disclaimers**

**OUR SERVICES ARE PROVIDED “AS IS” – ALL OTHER CONDITIONS, TERMS AND WARRANTIES ARE DISCLAIMED INCLUDING WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHERS TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. THIS GENERAL DISCLAIMER APPLIES TO ALL MATTERS SET OUT IN THE SECTION 13 REGARDLESS OF WHETHER EXPLICITLY REFERENCED BELOW. WE STRIVE TO PROVIDE GREAT SERVICES, AMAZING THIRD PARTY CONTENT AND ACCESS TO AMAZING THIRD PARTY APPS, BUT THERE ARE CERTAIN THINGS THAT WE CAN'T GUARANTEE NOR CAN THE THIRD PARTY CONTENT OR APP PROVIDERS AND THERE ARE CERTAIN THINGS THAT ARE SIMPLY YOUR RESPONSIBILITY – NOT OUR RESPONSIBILITY – SO IN OTHER WORDS READ THIS SECTION CAREFULLY!**

**A. THIRD PARTY PRODUCTS AND SERVICES** - The Services includes a platform that third parties may use to develop applications and software that complements your use of the Services or that integrate, interoperate with or are in some way accessible through the Services (each a “**Third Party App**”). Avenir will at some point in time also maintain a directory or marketplace where some of these Third-Party Apps will be available for use or installation (through a traditional app store model) while other Third Party Apps will be more integrated into the Avenir Platform itself and be available directly through use of the Services with appropriate permissions and sublicensing provisions.

**DISCLAIMER – THIRD PARTY APPS (AND ASSOCIATED SERVICES):** THESE THIRD-PARTY APPS ARE NOT AUVENIR SERVICES, AND AUVENIR DOES NOT WARRANT OR DIRECTLY SUPPORT THESE THIRD-PARTY PRODUCTS AND SERVICES AND NOTWITHSTANDING THAT, ULTIMATELY, CUSTOMER (AND THEIR CLIENTS) WILL DECIDE WHETHER OR NOT TO ENABLE AND USE THEM AS PART OF THE AUVENIR PLATFORM EXPERIENCE. YOU ARE RESPONSIBLE FOR ANY SEPARATE ACCOUNTS, PERMISSIONS AND CONSENTS OF YOUR CLIENTS, SEPARATE FEES, ETC.. FOR ANY USE OF A THIRD-PARTY APP INCLUDING ANY EXCHANGE OF CUSTOMER DATA WITH THE PLATFORM IS SOLELY BETWEEN CUSTOMER (AND AUTHORIZED USERS) AND THE APPLICABLE THIRD-PARTY APP – NOT AUVENIR.

**THIRD PARTY EULAS.** Third Party Product and Services and Third Party Apps when accessed through the Avenir Platform frequently require you to acknowledge the Third Party App providers EULA (end user license agreement). Currently as of the posting date of these Service Terms, the EULAS are available for Validis with respect to its data ingestion services from a myriad of popular accounting packages, as well as the open-

source API for QuickBooks. These Third Party App EULAS are incorporated by reference into these Service Terms and are available and continually updated here as new Third Party Apps are added to the Platform; - see the Third Party Apps EULAS pages at the end of these Service Terms.

Customer Data. If a Third-Party App is enabled by you within the Platform, then you consent that your Customer Data may be shared with the third-party provider or data provided by the third party provider which becomes Customer Data and you need to be aware of the purposes for which the Third Party App requires access and how that third party will process or modify such Customer Data.

Auvenir is not responsible for any use, disclosure, modification or deletion of Customer Data

that is transmitted to, or accessed by, a Third-Party App; - please refer to any data protection or Third-Party App privacy policies for more information or contact the Third Party App provider directly.

No Guarantee of Continued Use of Third-Party APP or App features incorporated into the Services. Auvenir cannot guarantee the continued availability of such Third Product Apps or specific third-party Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party App ceases to make such product or services available for interoperation with the corresponding Service features in a manner acceptable to Auvenir.

**B. AUVENIR - OUR DISCLAIMERS:** AUVENIR MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY WORK PRODUCTS OR RESULTS OF THE USE OF SUCH SERVICES FOR ENGAGEMENTS, WILL (a) MEET CUSTOMER'S PROFESSIONAL REQUIREMENTS OR ANY OTHER PERSON'S REQUIREMENTS INCLUDING CLIENTS OF CUSTOMERS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE; OR (f) COMPLY WITH ANY PROFESSIONAL LAW OR PROFESSIONAL STANDARDS TO WHICH CUSTOMER MUST COMPLY FOR ITS CLIENT ENGAGEMENTS.

NO PROFESSIONAL SERVICES. AUVENIR IS NOT RENDERING PROFESSIONAL ADVICE OR PROFESSIONAL SERVICES BY PROVIDING CUSTOMER AND ITS AUTHORIZED USERS WITH ACCESS TO THE SERVICES, THE THIRD PARTY CONTENT AND ANY THIRD PARTY APPS. YOU NEED TO STUDY THE SERVICES, THE RELEVANT CONTENT, AND ANY THIRD PARTY APPS YOU USE TO ENSURE THAT THEY MEET YOUR PROFESSIONAL NEEDS.

RELATIONSHIP WITH AUVENIR ONLY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE RELATIONSHIP CREATED BY THESE SERVICE TERMS AND THE SERVICE ORDER ARE WITH AUVENIR ONLY. ACCORDINGLY, CUSTOMER AGREES THAT: (1) NO OTHER ENTITY (INCLUDING ANY OF AUVENIR'S SUPPLIERS) IS MAKING ANY WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS TO CUSTOMER OR WILL HAVE ANY LIABILITY TO CUSTOMER, IN CONNECTION WITH THESE TERMS OF SERVICES OR THE SERVICES; AND (2)

CUSTOMER AGREES THAT IT WILL NOT BRING ANY CLAIM OR PROCEEDINGS OF ANY NATURE (WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY, OR OTHERWISE, AND INCLUDING, BUT NOT LIMITED TO, A CLAIM FOR NEGLIGENCE) IN RESPECT OF OR IN CONNECTION WITH THESE SERVICE TERMS OR THE SERVICE AGAINST ANY OTHER ENTITY (INCLUDING ANY OF AUVENIR'S SUPPLIERS).

ALL THIRD-PARTY MATERIALS (INCLUDING CONTENT AND APPS) ARE PROVIDED 'AS IS' AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS (IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS).

CUSTOMER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE CUSTOMER CONTENT IT CHOOSES TO UTILIZE IN THE AUVENIR PLATFORM FOR ITS ENGAGEMENTS.

### **C. THIRD PARTY CONTENT DISCLAIMERS**

IN RESPECT OF CANADIAN CUSTOMERS, AS MANDATED BY THE CHARTERED PROFESSIONAL ACCOUNTANTS OF CANADA ("CPA CANADA") WITH RESPECT TO THE FOLLOWING: (A) QUALITY MANAGEMENT GUIDE (QMG) (B) INTERNATIONAL STANDARDS ON AUDITING ('ISA') (C) PROFESSIONAL ENGAGEMENT GUIDE ('PEG') AND (D) THE PRACTICE MANAGEMENT ADVISORY COMPILATION AND TAX ("PACT") FORMS THAT CAN BE ACCESSED AS CONTENT (EITHER STANDALONE OR AS PART OF OTHER SERVICES):

CPA CANADA'S digital QMG, ISA, PEG, and PACT Forms Content may not meet all current standards mandated by accounting or other regulatory bodies.

The digitalized QMG, ISA, PEG and PACT Forms available as Third-Party Content for the Service is not intended as a substitute for reading and understanding the relevant professional standards contained in the CPA Canada Handbook – Assurance, Post-Auditor Reporting, Quality Management , nor is it a substitute for the application of professional judgment required by Customers and Users of the Services, Provider Systems and Third Party Content.

Requirements that are unique to particular kinds of organizations, such as listed entities (i.e., public companies) or specialized industries, (such as municipalities and financial institutions), are not specifically covered in the QMG, ISA, PEG and PACT Forms Content.

The QMG, ISA, PEG and PACT Forms Content may not be complete and is not intended as a substitute for materials, methods or processes required by applicable law or practice guidelines or as an alternative to the Customer's judgment. CPA CANADA DOES NOT WARRANT THAT THE QMG, ISA, PEG AND PACT FORMS CONTENT WILL (a) MEET CUSTOMER'S PROFESSIONAL REQUIREMENTS OR ANY OTHER PERSON'S REQUIREMENTS INCLUDING CLIENTS OF CUSTOMERS; (b) BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE; OR (c) COMPLY WITH ANY

PROFESSIONAL LAW OR PROFESSIONAL STANDARDS TO WHICH CUSTOMER MUST COMPLY FOR ITS ENGAGEMENTS.

**IN RESPECT OF US CUSTOMERS, AS MANDATED BY THE CONTENT AUTHORS BEASLEY ADVISORY ENTERPRISES LLC AND ELDER ADVISORY SERVICES LLC WITH RESPECT TO THE US CONTENT GUIDE THAT CAN BE ACCESSED AS CONTENT AS PART OF THE SERVICES:**

**The US Content Guide users agree to perform the following when utilizing the US CONTENT GUIDE:**

- Read the original pronouncements: User must have read and acquired a basic knowledge of the Audit and Attest and Compilation and Review Standards published by AICPA.
- Exercise professional judgement and due diligence in the choice of auditing SaaS platform and any associated third-party content. Practitioners are solely responsible for choosing any software platforms and for gauging whether these technological and content resources meet their professional engagement needs and any regulatory requirements.
- Exercise professional judgment in each Engagement: The practitioner's application of relevant knowledge and experience to the known facts and circumstances of each engagement is a key requirement to ensure informed decisions are made about matters such as determining materiality, identifying the nature and extent of procedures required, evaluating the evidence obtained, and drawing appropriate conclusions.
- Reach Appropriate Conclusions: The practitioner is the party responsible for determining that the engagement is performed in accordance with professional standards and is solely responsible for the overall conclusions reached as part of the audit, review, or compilation engagement.
- Local laws and professional standards: Before using the US Content Guide forms, the practitioner should ensure that the forms comply with any local laws, professional standards and customized the forms accordingly.

The **US CONTENT GUIDE** Content forms are designed for the following purposes, according to the authors:

- To be used by professional staff members who have some understanding of assurance engagements and all relevant professional standards requirements and responsibilities. It is highly recommended that staff members receive some basic training on the relevant professional standards and the use of the forms before commencing work on any engagement.
- To assist in providing structured and systematic documentation of the results of performing assurance procedures. Such documentation helps to facilitate file review, aid in supporting consistent assessment of risks and produce straightforward updates in subsequent years.

These digital practice aids do not specifically address the following:

- The wide range of circumstances, risk factors or specific industry or unique entity-specific issues that may exist for a particular client or groups of clients, such as those operating in a specialized industry.

- Requirements relating to listed entities (public companies).
- Requirements relating to local laws and professional standards.

The US Content Guide forms should always be customized by the practitioner to address the known facts and circumstances of each individual engagement and to the local laws and professional standards that apply to each such engagement.

## **14. Indemnities**

14.1 Auvenir IP Indemnification. Auvenir (the “**Provider**” in this section) shall indemnify, defend and hold harmless Customer, permitted successors and permitted assigns (each, a '**Customer Indemnitee**') from and against any and all Losses incurred by such Customer Indemnitee arising out of any Action by a third party alleging/to the extent that Customer's or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in compliance with these Service Terms infringes an IP Right protected in Canada or the United States. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any:

(a) access to, or use of, the Services or Provider Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by Provider;

(b) modification of the Services or Provider Materials other than: (i) by or on behalf of Provider; or (ii) with Provider's written approval in accordance with Provider's written specification; or

(c) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Provider.

14.2 Customer Indemnification. Customer shall indemnify, defend and hold harmless Provider and any subsidiaries, their respective subcontractors, and each of their respective shareholders, officers, directors, employees, agents, successors and permitted assigns (each, a '**Provider Indemnitee**') from and against any and all Losses incurred by such Provider Indemnitee arising from or in connection with any Action by a third party to the extent that such Losses arises out of or relates to any Customer (including Authorized Users and Limited Purpose Users) use of the Provider Systems and Services.

14.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified under section 15.1 or 15.2, as the case may be. The party seeking indemnification (the '**Indemnitee**') shall cooperate with the other party (the '**Indemnitor**') at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice/reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this section 14.3 will not relieve the Indemnitor of its obligations under section 14 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

14.4 Mitigation. If any of the Services or Provider Materials are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party



IP Right, or if Customer's or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, Provider may, at its sole option and sole cost and expense:

- (a) obtain the right for Customer to continue to use the Services and Provider Materials materially as contemplated by these Service Terms;
- (b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under these Service Terms; or
- (c) by written notice to Customer, terminate these Service Terms with respect to all or part of the Services and Provider Materials.

THIS SECTION 14 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THESE SERVICE TERMS OR ANY SUBJECT MATTER (INCLUDING THE SERVICES AND PROVIDER MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY IP RIGHT. THIS INDEMNITY DOES NOT EXTEND TO ANY THIRD PARTY MATERIALS (SUCH AS THIRD PARTY CONTENT OR THIRD PARTY APPS).

## **15. Limitations on Liability**

15.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL AUVENIR OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THESE SERVICE TERMS OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS UNDER THE SLA SCHEDULE; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA; (d) BREACH OF DATA OR AUVENIR SYSTEM SECURITY; OR (e) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF AUVENIR AND ITS LICENSORS, SERVICE AUVENIRS AND SUPPLIERS UNDER OR IN CONNECTION WITH THESE SERVICE TERMS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THERE SHALL BE ONLY ONE AGGREGATE LIABILITY CAP UNDER THESE SERVICE TERMS EVEN IF

THERE ARE MULTIPLE CLAIMS; EACH CLAIM SHALL REDUCE THE AMOUNT AVAILABLE IN THE AGGREGATE LIABILITY CAP. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**16. Insurance** – We run a responsible SaaS business geared to accounting and auditing professional and therefore maintain at least the following insurance coverage in the following types and amounts (current as of the posting date at the beginning):

- (a) Commercial General Liability Insurance with limits of CDN \$5,000,000 in the aggregate;
- (b) Cyber Liability Insurance, including comprehensive cyber liability (third party) and expense (first party) coverage, with limits of USD \$10,000,000; and
- (c) Errors and Omissions/Professional Liability Insurance with limits of USD \$100,000,000 in the aggregate for all claims each policy year.

### **17. Force Majeure**

**17.1 No Breach or Default.** In no event will Avenir be liable or responsible to Customer, or be deemed to have defaulted under or breached these Service Terms, for any failure or delay in fulfilling or performing any term of these Service Terms, when and to the extent such failure or delay is caused by or results from acts beyond the affected Avenir's reasonable control, including acts of God; flood, fire, earthquake, tsunami or explosion; epidemics, pandemics, including the 2019 novel coronavirus disease (COVID-19) pandemic; war, terrorism, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of these Service Terms; national or regional emergency; strikes, labour stoppages or slowdowns or other industrial disturbances; passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or any complete or partial government shutdown; or national or regional shortage of adequate power or telecommunications or transportation facilities; or any other event that is beyond the reasonable control of Avenir. (each of the foregoing, a **'Force Majeure Event'**).

**18. Resolving Disputes - *Let's Try to Sort Things Out First.*** We are a first-class organization with only accounting professionals as clients and we always want the opportunity to address and resolve your concerns without anyone having to start a lawsuit. Before filing a claim against Avenir, you agree to try to resolve the dispute informally by contacting our [legaldept@avenir.com](mailto:legaldept@avenir.com) and by setting up a discussion between your leader and our leader (CEO). We'll try to resolve the dispute informally by contacting you via email or other preferred method to set up this 'leaders' meeting. If however, a dispute is not resolved within 20 days of submission of this notice to our legal department, you or we may bring a formal proceeding – but in accordance with section 20 with respect to venue and governing law, i.e. in Ontario, Canada if you are a Canadian Customer or through mandatory arbitration if you are a US Customer (see below).

***But if We Don't Sort Things Out– Judicial Forum for Disputes.*** We both agree that any judicial proceeding to resolve claims relating to these Service Terms or the Services, the Platform or any Content will be brought in the superior court of the Province of Ontario, Canada, subject to the mandatory arbitration provisions below.

*Special Rules to Protect Confidentiality and IP and Provide for Equitable Relief.* Each of us acknowledges and agrees that a breach or threatened breach by the other party of any of its obligations under section 9 privacy and data protection, section 12 confidentiality or, in the case of Customer, section 8 sublicense of Content, section 6 acceptable use policies and security would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**19. IF YOUR ORGANIZATION IS U.S. BASED, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:**

*We Both Agree to Arbitrate.* You and Avenir agree to resolve any claims relating to these Service Terms or the Services through final and binding arbitration by a single arbitrator, except as set forth under Exceptions to Agreement to Arbitrate below. This includes disputes arising out of or relating to interpretation or application of this “**Mandatory Arbitration Provisions**” section, including its enforceability, revocability, or validity.

*Opt-out of Agreement to Arbitrate.* You can decline this agreement to arbitrate by notifying Avenir in writing of your desire to opt-out of this Arbitration provision within 30 days of your engagement of the Services. The opt-out notice shall be sent via email to [legaldept@avenir.com](mailto:legaldept@avenir.com). If you opt-out of arbitration, jurisdiction and venue for the dispute shall be in Toronto, Ontario, Canada, and the dispute shall be governed by the laws of the Province of Ontario, without regard to principles of conflicts of laws. However, if you agreed to a previous version of these Service Terms that allowed you to opt out of arbitration, your previous choice to opt out or not opt out remains binding.

*Arbitration Procedures.* The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Toronto, Ontario, Canada or any other location that we both agree to.

*Arbitration Fees.* The AAA rules will govern payment of all arbitration fees.

*Exceptions to Agreement to Arbitrate.* Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the provincial and superior courts in Toronto, Ontario Canada to resolve your claim.

**NO CLASS ACTIONS.** You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this specific section is held unenforceable, then the entirety of this "**Mandatory Arbitration Provisions**" section will be deemed void.

## **20. Controlling Law and Venue**

These Service Terms will be governed by the Laws of the Province of Ontario, Canada except for its conflicts of laws principles. All Actions by either you or us that do not require mandatory arbitration will be initiated and maintained in the City of Toronto, Province of Ontario through either the Superior Courts or the Small Claims Courts as the case may be.

## **21. Entire Agreement**

These Service Terms together with any Service Orders and addenda are the entire agreement between you and Avenir concerning the Services we are providing to you, and supersede and replace any other prior or contemporaneous agreements. These Service Terms create no third-party beneficiary rights.

## **22. Waiver, Severability**

Our failure to enforce a provision of these Service Terms is not a waiver of our right to do so later on. If a provision of these Service Terms is found unenforceable, the remaining provisions of the Service Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.

## **23. Modifications**

We may revise these Service Terms from time to time to better reflect (a) changes to the Laws including new regulatory requirements, or (b) improvements or enhancements or other changes made to our Services including changes to the Third Party Content and to any Third Party Apps.

If an update affects your use of the Services or your legal rights as a user of our Services, we'll notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification (you will be asked to click through new Service Terms which supersede the original terms you may have actually signed or clicked through as the case may be when you first became a Customer of Avenir). These updated Service Terms will be effective no less than 30 days from when we notify you or when we ask you to click through any new Service Terms in order to regain access to the Service.

If you don't agree to the updates we make, please cancel your subscription to the Services before they become effective. Where applicable, we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Service Terms.

## **24. U.S. SPECIAL PROVISIONS:**

Export Compliance. The Services, the Content, the Platform and other technology, and derivatives thereof may be subject to export Laws and regulations of the United States and other jurisdictions. Avenir and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement.

## **25. Further Assurances**

Each of us shall, upon the reasonable request of the other, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of these Service Terms.

**26. Relationship to one another** The relationship between you and Avenir is that of independent contractors. Nothing contained in these Service Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**27. Public Announcements** Neither of us shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to these Service Terms, or otherwise use the other party's trademarks, trade dress, brand names, logos, corporate names and domain names or other similar designations of source, sponsorship, association or origin, in each case, without the prior written consent of the other party.

**28. Notices** Except as otherwise expressly set forth in these Service Terms, all notices, requests, consents, claims, demands, waivers and other communications under these Service Terms shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email in either case, with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this section 28).

If to Avenir:	225 Richmond St W #402, Toronto, ON M5V 1W2 Phone: <a href="tel:1-855-528-8364">1-855-528-8364</a> Fax: <a href="tel:18883157440">18883157440</a> Email: <a href="mailto:pete@avenir.com">pete@avenir.com</a> and <a href="mailto:legaldept@avenir.com">legaldept@avenir.com</a> Attention: CEO and General Counsel
If to Customer:	As set out in Customer Access Credentials provide by you or as the case may be, or as set out in the Service Order

**29. Feedback on Services** Avenir welcomes suggestions, comments or other feedback about its Services (e.g., regarding its utility, processes, Content, Third Party Apps, or performance) and Customer user experience with the Services, as well as any bug-fixes, features, functionality or enhancements Customer would like to see in future versions ('Feedback'). You agree that all Feedback is and will be given entirely voluntarily and, even if designated as confidential, will not create any confidentiality obligations for us. You represent and warrant that you will not knowingly provide any Feedback that you know or have reason to believe might infringe any third-party intellectual property rights or misappropriate any third-party confidential information or trade secrets. and You hereby assign to us all of your right, title and interest in such Feedback. You agree to cooperate fully with us with respect to signing further documents and doing such other acts as are reasonably requested by us to confirm that We owns the Feedback and to enable us to register and/or protect any associated intellectual property rights and/or confidential information.

**30. Interpretation** These Service Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules, attachments and appendices referred to herein are an integral part of these Terms of Service to the same extent as if they were set forth verbatim.

**31. Assignment** You shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Service Terms, in each case whether voluntarily, involuntarily, by operation of Law or otherwise, without Avenir's prior written consent, which consent Avenir may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any amalgamation, merger, change of control, arrangement or reorganization involving Customer will be deemed to be a transfer of rights, obligations or performance under these Service Terms for which Avenir's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under these Service Terms. Avenir may assign its obligation and performance to any related company that is set up by Avenir to provide and continue the Services in the same way

on notice to you. Any purported assignment, delegation or transfer in violation of this section 31 is void. These Service Terms is binding upon and ensures to the benefit of the Parties and their respective permitted successors and assigns.

**32. Third-Party Beneficiaries** These Service Terms is for the sole benefit of the parties and their respective permitted successors and permitted assigns and nothing, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Service Terms, except the parties expressly designate the directors, officers, employees, contractors, shareholders, subsidiaries, all third party Content providers and any affiliates of Avenir as third-party beneficiaries of section 14.2 of these Service Terms having the right to enforce the Customer Indemnity.

**33. Subcontractors** We may, from time to time, in our discretion engage third parties to perform the Services or aspects of the Services (each, a 'Subcontractor'). We will ensure that each Subcontractor complies with all relevant terms of these Service Terms, including all provisions relating to Customer Data, Data Protection and Confidential Information.

#### **34. Trademarks**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Marks"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Marks, contained on the Avenir Platform, and/or the Platform content that is owned, controlled or licensed by or to Avenir and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. The Marks of Avenir and Avenir third party service contractors/content providers and/or their respective licensors may not be used by You without prior written consent of Avenir and/or their respective licensors, as the case may be.

#### **35. Definitions**

**"Access Credentials"** means any user name, identification number, password, license or security key, security token, personal identification number (PIN) or other security code, authentication process, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

**"Action"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.

**"Authorized User"** means each of the individuals authorized to use the Services under section 3.1 as a Customer and includes Limited Purpose Users (clients of Customers).

**"Customer Data"** means, other than Resultant Data and Business Contact Data, information, data and other content, in any form or medium, that is collected,

downloaded or otherwise received, directly or indirectly from Customer (including Customer corporate colors and logo) or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

**“Business Contact Data”** means (i) basic business contact information about the Customer and Customer’s Authorized Users, and Customer’s representatives for invoicing, billing, and other business inquiries, (ii) business contact information on Authorized Users, (iii) information on Customer’s usage of Services, and (iii) other information that Avenir collects and needs to communicate with Customer and Authorized Users.

**“Content”** means the Third Party Material content or Customer’s own content of forms and processes used by Customer and Authorized Users to aid in conducting the Customer Engagement through use of the technology of the Provider Systems.

**“Documentation”** means any manuals, instructions or other documents or materials that Avenir provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance.

**“Engagement”** means a professional arrangement that a Customer has with its client to perform a financial assurance or other engagement for the client.

**“Fees”** means the charges set by Avenir for Customer to be granted access to the Services.

**“Governmental Authority”** means any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

**“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority.

**“Harmful Code”** means any software, hardware or other technology, device or means, including any virus, trojan horse, worm, backdoor, malware or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by these Service Terms. Harmful Code does not include any Provider Disabling Device.

**“IP Rights”** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright,



trademark, trade secret, database protection or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection in any part of the world.

“**Law**” means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule of law of any Governmental Authority.

“**Limited Purpose Users**” means clients of a Customer that Customer has invited through use of the Service to use the collaboration features of the Service to upload documents for Customer Engagements and to provide access and use to the Client Portal.

“**Losses**” mean all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, disbursements and charges, and the cost of enforcing any right to indemnification and the cost of pursuing any insurance providers.

“**Person**” means an individual, corporation, partnership, unlimited liability company, Governmental Authority, unincorporated organization, trust, association or any other entity.

“**Process**” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy, and 'Processing' and 'Processed' have correlative meanings.

“**Provider**” means **Auvenir Technologies ULC**.

“**Provider Disabling Device**” means any software, hardware or other technology, device or means (including any back door, time bomb, time out, drop dead device, software routine or other disabling device) used by Auvenir or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of Auvenir or its designee.

“**Provider Materials**” means the Service Software, Documentation and Provider Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Auvenir or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data or other content derived from Auvenir's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

**“Provider Systems”** means the information technology infrastructure used by or on behalf of Avenir in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Avenir or through the use of third-party services.

**“Service”** means all services provided by Avenir to Customer under these Service Terms.

**“Service Order”** means a supplementary service or purchase order setting out the number of Authorized Users, term for the Service and relevant Fees and sales taxes and includes any change orders to the original service order.

**“Third-Party Materials”** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Avenir and for sake of clarity only includes PEG (Canada) and any other third party content.

**Avenir** is a registered trademark of Avenir Technologies ULC in both the United States and Canada.

## **SLA SCHEDULE TO SERVICE TERMS**

Customer is you and your organization. Authorized Users include those you permit to access the Services (including your clients) and the Provider is Us, Avenir. For the purposes of this SLA only, Services includes provisions and access to the Services including the Content but not the Third Party Apps.

### **1. Service Levels and Credits.**

For purposes of calculating the Availability requirement set out in section 7 of the Service Terms, the following are '**Exceptions**' to the Availability requirement. The Services will not be considered un-Available, in whole or in part, for any:

(A) act or omission by Customer or any Authorized User/access to or use of the Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with these Service Terms and the Specifications;

(B) Customer Failure;

(C) Internet connectivity of Customer or its Authorized User;

(D) Force Majeure Event (see legal section 17);

(E) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Provider under these Service Terms;

(F) Scheduled Downtime; or

(G) disabling, suspension or termination of the Services under section 10 of the Agreement.

2. Service Credit. Uptime for each Service month will be calculated by subtracting from 99.99 the percentage of time during which Provider Systems was unavailable to Customer (the "**Uptime Percentage**"). If the Uptime Percentage for the calendar month is less than 97% but greater than 95%, the Client will be eligible for a "**Service Credit**" equal to 25% of the Customers bill for the calendar month in which the Uptime Percentage dropped below 97%. If the Uptime Percentage for the calendar month is less than 95% but greater than 93%, the Client will be eligible for a "Service Credit" equal to 50% of the Customers bill for the calendar month in which the Uptime Percentage dropped below 95%. The Uptime Percentage will be calculated using five-minute increments. This service credit regime is all subject to the following:

(A) Provider has no obligation to issue any Service Credit unless (i) Customer reports the Service Level Failure to Provider immediately on becoming aware of it; and (ii) requests such Service Credit in writing within five days of the Service Level Failure; and

(B) in no event will a Service Credit for any Service Period exceed 100% of the total Fees that would be payable for that Service Period if no Service Level Failure had occurred.

(C) "**Service Level Failure**" means for the purposes of this Schedule a material failure of the Services to meet the Availability requirement set out in section 7 of the Service Terms.

This SLA Schedule sets forth Provider's sole obligation and liability, and Customer's sole remedy, for any issues with the Availability of the Provider Systems and Service Level Failures.

3. Scheduled Downtime. Provider will use commercially reasonable efforts to; (a) schedule downtime for routine maintenance of the Services and Provider Systems between the hours of 12 a.m. and 4 a.m., Eastern Standard Time on each Saturday of each calendar month; and use its best efforts to (b) give Customer at least 72 hours prior notice of all scheduled outages of the Services (the '**Scheduled Downtime**'). Scheduled Downtimes may change from time to time and the current schedule will always be posted on the Support Schedule.

4. Storage Space for Engagements. Provider shall use commercially reasonable efforts to ensure there is sufficient storage space within the Provider Systems for all of Customer Engagements and Customer Data. Provider reserves the right to charge for additional Storage Space for Engagements, if necessary.

**Auvenir** is a registered trademark of Auvenir Technologies ULC in both the United States and Canada.

**THIRD PARTY APP EULA PAGES**

**First Posted: April 22, 2022**

**Last Update: October 01, 2022**

**You = Customer**

**We = Supplier**

**If you choose to use any of these Third Party Apps or your clients choose to use any of these Third Party Apps (Limited Purpose Users per Service Terms), in addition to the general Service Terms, you agree to be bound by the minimum term EULAs set out below and mandated by the Third Party App providers. Each new paragraph identifies the provider and the App (and list of any integrated applications) followed by the EULAS mandated by the Third Party providers. If you are not prepared to agree to these EULA terms, DO NOT USE THE REFERENCED THIRD PARTY APP.**

**Subject to the specific terms of EULAs set out in this Schedule and subject to the overall Service Terms, Avenir grants to you a non-exclusive, non-transferable sub licence to use the referenced Third Party Apps in the United States or Canada as part of the Services.**

**CURRENT THIRD PARTY SERVICE PROVIDERS.**

1. Validis Inc. with respect to data ingestion into the Avenir Platform through API links with an extensive number of common accounting packages – see the up to date list at the end of this section.

## **EULA Minimum Terms**

### **1. GRANT AND SCOPE OF THIS EULA**

- 1.1. DataShare (the “**Software**”) is owned by or licensed to LLC 2301 West Anderson Lane, Suite 1003, Austin, Texas, TX 78757 (“Validis”).
- 1.2. In consideration of you (“**You**” or the “**Reseller Client**”) agreeing to abide by the terms of this EULA, Validis hereby authorises its reseller to grant to you a non-exclusive, non-transferable sub licence to use the Software in the United States or Canada containing the terms of this EULA for the Permitted Purpose(s).
- 1.3. By using the Software, you accept the terms of the EULA and You warrant that you are authorised to agree to its terms.
- 1.4. The Permitted Purpose(s) means uploading accounting data from supported systems only.

### **2. RESTRICTIONS**

Except as expressly set out in this EULA or as permitted by any local law, you undertake:

- 2.1 not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
  - 2.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
  - 2.3 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
  - 2.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that such actions cannot be prohibited by law;
  - 2.5 maintain the confidentiality of any non-public authentication credentials associated with the use of our software and promptly notify our customer support team about any possible misuse of accounts or authentication credentials or any security incident related to the software which you become aware of;
  - 2.6 ensure that the Software is used by your employees or any of your customer or potential customer and representatives in accordance with the terms of this EULA and solely for the Permitted Purpose(s);
  - 2.7 not to delete the copyright notice on or in respect of the Software; and
  - 2.8 to comply with all applicable technology control or export laws and any law, statute regulations.
3. **INTELLECTUAL PROPERTY RIGHTS**
- 3.1 You acknowledge that all intellectual property rights in the Software anywhere in the world belong or are licensed to Validis, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this EULA.
4. **WARRANTY AND LIABILITY**
- 4.1 You agree that you are using the Software on an “as is” basis. All warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.
  - 4.2 EXCEPT FOR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FRAUD, OR ANY OTHER LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED BY LAW, VALIDIS EXCLUDES ALL LIABILITY TO YOU ARISING FROM YOUR USE OF THE SOFTWARE.
  - 4.3 THIS CLAUSE 4 IS WITHOUT PREJUDICE TO ANY RIGHTS YOU MAY HAVE AGAINST ANY AUTHORISED RESELLER OF THE SOFTWARE UNDER ANY OTHER AGREEMENT OR ARISING UNDER LAW.

### **The APIs**

- 4.4 The “**API**” means the Software Application Interface and associated data end points from the Software. The APIs are to be used in the Software only.
- 4.5 Usage of the APIs is solely for the purposes of accessing the Software.

- 4.6 Calls to the APIs will be rate limited to ensure continuous availability of the Software API service, with the following fair usage limits applying:
- 4.6.1. Minute limit: 30 calls in a rolling 60 second window;
  - 4.6.2. Daily limit: 5000 calls in a rolling 24-hour window.
- 4.7 Validis reserves the right to review and if necessary, amend these fair usage limits from time to time to ensure that the API can continue to function in accordance with the service levels for all clients.
- 4.8 You may cache Data extracted using the APIs but such data should only be used within the Software for the Permitted Purpose(s).
- 4.9 Validis may release API updates or modifications for the benefit of its general customer base from time to time (in each instance, an “**Update**”). You shall implement and use the Update within four (4) months of the API’s release and make any modifications to the Software in order to use the relevant Update. Your continued access or use of the APIs following an Update will constitute binding acceptance of the Update.
- 4.10 In the event that You are in breach of the provisions above Validis reserves the right to immediately suspend the You and Your usage of the APIs or the Software by serving written notice.
- 4.11 Where required for its general customer base, Validis may modify the APIs or apply additional terms relating to the API license, for example, to reflect changes to the law, changes to the API call rates or for other reasons as it reasonably requires. Validis posts such modifications on [www.Validis.com](http://www.Validis.com) and the modifications shall become effective immediately thereafter.

## 5. GOVERNING LAW

The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of New York. The federal and state courts located in New York, New York shall be a proper venue for any dispute between the parties and have jurisdiction over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement. Both Parties consent to the jurisdiction of New York and waive any personal jurisdiction defences to fullest extent allowed by law.

These are as of the date of posting of this schedule, the current connectors supported by the Validis DataShare app:

Package	Product Versions	Region	Release Status
Abila MIP Fund Accounting		CA, US	Beta
MS Dynamics Business Central 365 (NAV)	All	All regions	Fully Released
MS Dynamics GP	All	All regions	Fully Released
MS Dynamics NAV	All	All regions	Fully Released
QuickBooks Desktop (Canada)	Self-Employed Simple Essentials Plus	CA	Fully Released

	Pro Premium Enterprise		
QuickBooks Desktop (UK)	Self-Employed Simple Essentials Plus Pro Premium Enterprise	UK&ROI, ZA	Fully Released
QuickBooks Desktop (US)	Self-Employed Simple Essentials Plus Pro Premium Enterprise	US	Fully Released
QuickBooks Online (QBO)	N/A	CA, UK&ROI, US	Fully Release
Sage 100 Contractor		CA, US	BETA
Sage 100 ERP (MAS90/200)	Standard Advanced Premium  100Cloud	US, CA	Release Candidate
Sage 200 (UK)	Standard Advanced Premium  200Cloud	UK&ROI	Fully Released
Sage 300 CRE		CA, US, AU	Release Candidate
Sage 300 ERP (ACCPAC)	Standard Advanced Premium 300cloud	CA (Fr/En), US, UK&ROI, AU, IN	Fully Released
Sage 50cloud Accounting (UK)	Essentials Standard Plus Professional Cloud Professional*	UK&ROI	Fully Released
Sage 50cloud Accounting US (Peachtree)	Pro Premium Quantum 50cloud	US	Fully Released

Sage 50cloud Accounting CA (Simply)	First Step Pro Premium Quantum 50cloud	CA	Fully Released
Sage Business Cloud Accounting	Version 3.0, <b>3.1</b>	UK&ROI, CA, US	BETA
Pegasus 2	Opera 2 VFP, Opera 2 SQL	UK&ROI	Release Candidate
Pegasus 3	Opera 3 VFP, Opera 3 SQL	UK&ROI	Release Candidate
Xero	N/A	Worldwide	Fully Released