



SOFTWARE LICENSING AGREEMENT

This Agreement is made of the terms set out herein, together with any Order Forms and other documents incorporated by reference to this Software Licensing Agreement (collectively, the “Agreement”) and is made between the Customer identified on the Order Form (hereinafter referred to as “Customer” or “you”) and Compliance Software Solutions 2024 Limited (hereinafter referred to as “COMPLY”), (together as the “Parties”).

1. DEFINITIONS

Unless otherwise defined herein, the terms and expressions used in this section shall have the following meanings in the Agreement:

Authorised Users	means Reseller, its Customer, and their respective employees, contractors, or consultants.
Confidential Information	means (a) Customer Content; (b) business information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation, the Cloud Services, pricing, software, benchmarking or comparative analyses involving the Services, software code, and underlying technical or business information, which relates to the Discloser that is disclosed or provided to the Receiver by or on behalf of Discloser pursuant to the Agreement (or potential future purchases subject to the Agreement).
Cloud Services	“Cloud Services” the software as-a-service platform services set out in the Order Form or which COMPLY otherwise agrees to provide to Customer, including Upgrades thereto and any related hosting, content, APIs, software delivery kits, software tools, and Environments provided by COMPLY.
Customer	means the subscriber to the licensed use of the Comply Software.
Customer Content	means any data, applications, files, information, or materials submitted by or on behalf of Customer or its Authorized Users to: (a) the Cloud Services; or (b) COMPLY in the course of performing other Services.

Data Processing Agreement	means the then-current Data Processing Agreement between Customer and COMPLY in respect of any personal data processed under this Agreement.
Documentation	means the User Guide, written release notes, implementation guides and any other technical documentation related to the Services which is made available to Customer by COMPLY.
Environment	means one software with a unique database in a logically separated tenant environment including unlimited users and groups within the organizational hierarchies, except where otherwise indicated on the Order Form.
Initial Subscription Term	shall have the meaning given to it in Section 10.1.
Intellectual Property Rights	means all intellectual property rights throughout the world, including: (a) patents, utility model rights, and design rights (registered or otherwise), (b) trademarks, service marks, trade dress, and other rights in designations of source or origin together with the goodwill symbolized by any of the foregoing, (c) copyrights and moral rights, (d) database rights, (e) trade secrets, and (f) applications, registrations, and renewals for, and all associated rights with respect to, any of the foregoing in any part of the world.
Module	means a self-contained unit of software that performs a specific function or set of functions within the COMPLY software.
Order Form	means the signed order form between the Parties referencing this Software Licensing Agreement.
Professional Services	means any services performed by COMPLY relating to the Cloud Services, including training, configuration, integration, assessment, and optimization.
Renewal Subscription Term	shall have the meaning given to it in Section 10.1.
Services	any services provided by COMPLY including the Cloud Services, Support, Professional Services, and any other services set out in an Order Form.
Subscription Term	shall have the meaning given to it in Section 10.1.

Support	means the support services at the subscription level set out in the Order Form and which are described in the Customer Support Description.
Support Description	refers to the assistance provided by COMPLY to help the Customer with the use and operation of the Services, including technical support, troubleshooting, updates, and general inquiries.
Upgrades	means new releases for the Cloud Services including upgrades, features, fixes, or patches.
User Guide	means then-current user specification for the Cloud Services available in the Support Portal.

2. PROVISION OF CLOUD SERVICES & RESTRICTIONS

- 2.1. During the Subscription Term, COMPLY grants to Customer a non-sublicensable, nontransferable, non-exclusive right to access and use the Cloud Services and Documentation for Customer's internal business or compliance purposes. Unless otherwise expressly set out in the Order Form, Customer's right to use the Cloud Services shall be limited to one production Environment of the Cloud Services.
- 2.2. Customer shall not: (a) use the Cloud Services other than for its internal business or compliance functions; (b) provide access to the Cloud Services or Documentation to any third party (except Authorized Users) or otherwise permit a third party (except Authorized Users) to use or benefit from the Cloud Services or Documentation; (c) copy, modify, or reverse engineer the Cloud Services or otherwise attempt to discover any software code, or underlying technical information (except to the limited extent that applicable law prohibits such restrictions); (d) use the Cloud Services in breach of any applicable laws, regulations or the Documentation; (e) export, re-export or transfer any part of the Cloud Services to countries, persons or entities prohibited by export control and sanctions laws and regulations or permit any access or use of the Cloud Services in or from an applicable embargoed country or region; (f) access, store, or transmit any viruses, spam, or duplicative messages, or any material that is unlawful, abusive, obscene, or harmful; (g) for data in or from the United States, input any Protected Health Information (as the term is defined in the Health Insurance Portability and Accountability Act of 1996 (as amended, superseded or replaced) in the Cloud

Services; (h) use the Cloud Services to try to gain unauthorized access to any service, device, data, account or network; or (i) submit Customer Content that violates third-party Intellectual Property Rights.

- 2.3. Except to the extent caused by a breach of the Agreement by COMPLY, Customer is responsible for: (a) Authorized Users' compliance with the Agreement; (b) all activity occurring under Customer's user accounts; and (c) Customer Content, and shall hold COMPLY harmless and indemnify them from and against all losses, damages, liabilities, costs (including legal fees) and expenses arising out of or relating to claims, actions, suits or proceedings related to Customer Content.

3. UPGRADES

- 3.1. COMPLY may issue Upgrades which will be provided at no additional charge and will be automatically available.
- 3.2. Customer agrees that its purchase of the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by COMPLY with respect to future functionality or features.

4. PAYMENT OF FEES & TAXES

- 4.1. The fees shall be as specified in the applicable Order Form ("Fees").
- 4.2. Customer shall pay the Fees within thirty (30) days of invoice date, unless specified otherwise in the applicable Order Form. All payment obligations are non-cancellable, and all amounts paid are non-refundable (unless expressly stated otherwise in the Agreement). All payments shall be made in the currency indicated in the Order Form in full and cleared funds without any set-off, counterclaim, deduction or withholding.
- 4.3. Fees invoiced are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, consumption, sales, use or service taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes imposed on the Services. If COMPLY has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, COMPLY will invoice the Customer and the Customer will pay that amount unless, within a reasonable amount of time, Customer provides COMPLY with a valid tax exemption certificate authorized by the appropriate taxing authority. COMPLY is solely

responsible for taxes assessable against it based on its income, property, and employees.

5. WARRANTIES & DISCLAIMERS

- 5.1. COMPLY warrants that: (a) the Cloud Services will substantially perform the functions set forth in the User Guide; (b) Support shall conform to the Support Description, and the Support Description shall not materially degrade during the Initial Subscription Term or applicable Renewal Subscription Term; (c) it shall provide Professional Services in a workmanlike and professional manner pursuant to any applicable Statement of Work; and (d) it shall use industry standard measures designed to prevent viruses from being released in the Cloud Services. The warranties shall not apply where the non-conformity arises as a result of Customer's failure to use the applicable Services in accordance with the Agreement.
- 5.2. If Customer notifies COMPLY in writing of any failure of the applicable Modules to materially conform to the warranties outlined above, COMPLY shall, at its option and expense: (a) repair; (b) replace or reperform; or (c) if unable to repair, replace or reperform, terminate the nonconforming Modules, and provide a refund of any prepaid fees applicable to the remainder of the Subscription Term of the terminated Modules (or in the case of Professional Services, a refund of any prepaid fees for the terminated Professional Services which have not been delivered at the date of termination). This remedy is conditioned upon Customer providing information necessary to assist COMPLY in resolving the nonconformance, including a documented example of any nonconformance, or sufficient information to enable COMPLY to re-create the nonconformance. The remedies in this section are Customer's sole and exclusive remedies (and COMPLY's sole and exclusive liability) under the warranties in section 5.1.
- 5.3. To the maximum extent permitted by law, COMPLY disclaims and excludes all other warranties, conditions, representations or other terms relating to the services, express or implied, statutory or otherwise, including, but not limited to, any warranties or other terms of satisfactory quality, merchantability and fitness for a purpose or a particular purpose or non-infringement.
- 5.4. Each Party is responsible for its compliance with laws applicable to such Party's obligations under the Agreement. The Services, Documentation, and other information

provided by COMPLY do not constitute legal advice (and should not be relied upon as such).

- 5.5. In the event of any loss or damage to Customer Content, Customer's sole and exclusive remedy shall be for COMPLY to use reasonable commercial endeavors to restore the lost or damaged Customer Content from the latest back-up of such Customer Content maintained by COMPLY in accordance with its archiving procedure.
- 5.6. The Cloud Services may contain hyperlinks to other websites, the content of which have not been authored or vetted by COMPLY, and which are provided on an "as-is" and "as-available" basis.

6. LIMITATION OF LIABILITY

- 6.1. Each party's total aggregate liability regardless of the form of action, with respect to all subject matter relating to the agreement shall not exceed the total of the amounts paid and payable to COMPLY (whether or not invoiced) under the Agreement in the year preceding the first event giving rise to a claim. The existence of more than one claim shall not enlarge this limit.
- 6.2. Neither party will be liable for any: (a) special, indirect, incidental or consequential damages; (b) loss of revenues; (c) loss of profits; (d) loss, corruption, or inaccuracy of data; or (e) cost of procurement of substitute goods, services or technology, arising in connection with the agreement (and whether (b) through (e) are direct, special, indirect, incidental or consequential), even if a Party have been advised of the possibility of such damages.
- 6.3. The limitations and exclusions contained in sections 6.1 and 6.2 shall not apply to indemnification obligations, customer's payment obligations, violation of COMPLY's intellectual property rights, and willful misconduct. Nothing in this Agreement shall limit or exclude liability for any liability that cannot be excluded or limited by law.
- 6.4. The limitations in this section will apply whether an action is in contract, tort (including but not limited to negligence), breach of statutory duty, strict liability or other theory.

7. CONFIDENTIALITY

- 7.1. A Party (the “Receiver”) may receive Confidential Information of the other Party (the “Discloser”) and the Receiver shall keep all such Confidential Information confidential and protect it by using the same level of care and discretion that the Receiver uses with respect to its own confidential information, which shall in no case be less than reasonable care and discretion.
- 7.2. The Receiver shall not disclose Confidential Information to any person other than its Authorized Users, or (where COMPLY is the Receiver) COMPLY’s sub-processors or subcontractors, who have a need to know that Confidential Information, provided that the Receiver remains responsible for such persons’ compliance with the Receiver’s confidentiality obligations under the Agreement. The Parties shall not use Confidential Information for any purpose other than as necessary to exercise rights or fulfill obligations under the Agreement.
- 7.3. Without limiting the foregoing, either Party may disclose Confidential Information to a government authority if that disclosure is: (a) required by law provided that the Receiver will, if permitted by law, provide reasonable advance notice to the Discloser to enable the Discloser to seek a protective order; or (b) necessary to exercise its rights or perform its obligations under and in accordance with the Agreement. In the Agreement, Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the Receiver; (ii) was in the Receiver’s lawful possession prior to the disclosure without a confidentiality obligation and had not been obtained by the Receiver either directly or indirectly from the Discloser; (iii) is lawfully disclosed to the Receiver by a third party without restriction on disclosure; or (iv) is independently developed by the Receiver without use of or reference to the Discloser’s Confidential Information.
- 7.4. This section shall apply during the Term of the Agreement, and for three (3) years after the Agreement’s termination.

8. DATA PROTECTION & SECURITY

- 8.1. The [Data Processing Agreement](#) is incorporated into the Agreement.
- 8.2. The Parties agree to comply with the Data Processing Agreement in respect of any personal data which is processed under the Agreement.

- 8.3. COMPLY will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Content, as further described in the Data Processing Agreement. Those safeguards will include, but will not be limited to, measures designed to protect against the unauthorized access to or disclosure of Customer Content that constitutes personal information.

9. INTELLECTUAL PROPERTY

- 9.1. COMPLY owns all Intellectual Property Rights embodied in the Services and Documentation, including all modifications or derivatives thereof. No rights are granted to Customer other than as expressly set forth in the Agreement. COMPLY does not convey any Intellectual Property Rights other than those expressly provided herein, and all other rights are reserved.
- 9.2. COMPLY shall be the sole owner of any newly developed Intellectual Property Rights related in any way to the Services or Documentation. The Customer hereby assigns to COMPLY any of these newly developed Intellectual Property Rights that result from Customer's requests, feedback, or ideas ("Feedback"), regardless of whether such newly developed Intellectual Property Rights result from software-related services paid for by Customer.
- 9.3. If COMPLY creates custom templates for Customer in connection with Professional Services performed under the Agreement, Customer may retain copies of such templates after any termination of the Agreement and COMPLY shall grant Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, perpetual license to use such templates for its internal business and compliance purposes only. Nothing contained in the Agreement shall prevent COMPLY from independently developing its own content.
- 9.4. Customer Content (including Customer Content contained in any output from the Cloud Services) shall remain the property of Customer. Customer grants to COMPLY: (a) a non-exclusive, perpetual, irrevocable, worldwide license to exploit the Feedback in any manner; and (b) a worldwide and non-exclusive license to use Customer Content in order to provide the Services and otherwise perform its obligations under the Agreement.

10. TERM & TERMINATION

- 10.1. The Agreement is effective as of the earlier of: (a) the date of last signature on the initial Order Form referencing these Master Terms; or (b) Customer's initial access to the Cloud Services. Unless terminated earlier in accordance with its terms, the Agreement shall remain in force until the Subscription Terms of all Services have expired or have otherwise been terminated. The initial subscription term for each Service shall be as stated on the Order Form ("Initial Subscription Term"). The term of each Service shall automatically renew on COMPLY's then current terms for an additional twelve (12) month term (each, a "Renewal Subscription Term", together with the Initial Subscription Term, the "Subscription Term") unless either Party provides notice of its intent not to renew at least thirty (30) days in advance of the end of the Initial Subscription Term or then-current Renewal Subscription Term.
- 10.2. Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if the other Party breaches a material obligation under the Agreement that has not been cured (if curable) within thirty (30) business days of the effective date of such written notice requiring the remedy of such breach or if either Party: (a) announces a cessation of its entire business or becomes insolvent; (b) elects to dissolve and wind-up its business; (c) makes a general assignment for the benefit of creditors; or (d) petitions for or appoints (or a third party causes to be appointed for itself) a receiver, custodian or trustee to take possession of all or substantially all of that Party's property. The Agreement will also terminate automatically upon the termination of all Order Forms unless automatically renewed pursuant to Section 10.1.
- 10.3. Upon termination of the Agreement by any means, the rights granted under Section 2 will terminate and: (a) Customer shall promptly destroy any and all COMPLY Confidential Information, and, upon COMPLY's request, have an officer of Customer confirm the same in writing; (b) Customer may export a copy of the Customer Content (stored in the Cloud Services at the time of termination) in a structured, commonly used and machine-readable format within sixty (60) days after such expiration or termination and COMPLY may delete all Customer Content remaining in the Cloud Services after such time has passed; (c) COMPLY shall promptly destroy any and all Customer Confidential Information and COMPLY shall confirm the same to Customer in writing upon Customer's request; otherwise, the terms of the Agreement will remain in effect with respect to such Confidential Information; and (d) COMPLY will remove access to the Cloud Services.

- 10.4. Without limiting the foregoing, COMPLY may upon fourteen (14) days prior written notice (except in the event of an emergency under subsection (b)) suspend or limit Customer's access to or use of the Services without liability if: (a) Customer is past due on payment of Fees; or (b) Customer's use of the Cloud Services breaches Section 2, or impairs (i) performance of the Cloud Services or COMPLY systems, or (ii) the use of the Cloud Services by other COMPLY customers. COMPLY will promptly end such suspension when Customer cures the foregoing (without prejudice to COMPLY's other remedies in respect of the applicable breach). COMPLY also reserves the right to suspend access to the Services for scheduled or emergency maintenance (in accordance with the Support Description).
- 10.5. Termination of the Agreement or any part of it shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement or any part of it which existed at or before the date of termination.
- 10.6. Sections 1, 2.2, 2.3, 4, 5.3, 5.4, 5.5, 5.6, 5.7, 6, 7, 8, 9, 10.3, 10.5, 10.6 and 11 will survive the termination of the Agreement or any part of it.

11. GENERAL

- 11.1. **Governing Law & Jurisdiction.** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising under or in connection with the Agreement, its subject matter, or formation shall be governed by and construed in accordance with the laws of Jamaica under the exclusive jurisdiction of the Courts of Jamaica. Each party agrees to the applicable governing law above without regard to conflicts of law rules or the United Nations Convention on Contracts for the International Sale of Goods, and to the exclusive jurisdiction of the applicable courts above.
- 11.2. **Assignment.** Except for an assignment by COMPLY to an affiliate or a successor in interest in connection with any merger reorganization, acquisition, change of control or sale of all or substantially all of the assets of COMPLY, neither the rights nor the obligations arising under the Agreement are assignable or transferable by either Party without the other Party's prior written consent (which will not be unreasonably withheld), and any such attempted assignment or transfer shall be void and without effect. Subject to the foregoing, the Agreement shall inure to the benefit of the Parties and their respective successors and permitted assigns.

- 11.3. **Notice.** Except as otherwise provided herein, all notices under the Agreement shall be deemed properly given and effective (a) when personally delivered (to the person or department if one is designated in the Order Form); (b) when deposited in certified mail, registered mail, postage prepaid or return receipt requested; or (c) when deposited with an internationally recognized overnight delivery service such as Federal Express with all fees and charges prepaid, in each such case sent to the address set out in the Order Form. When any notice under the Agreement is sent to COMPLY, a copy shall be sent to legal@complyjdpa.com.
- 11.4. **Entire Agreement.** The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of the Agreement and the Services, superseding all prior or contemporaneous proposals, communications, and understandings, oral or written relating to that subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement not in the Agreement.
- 11.5. **Order of Precedence.** To the extent there is any conflict or inconsistency between the Software Licensing Agreement and any Order Form, the Order Form shall prevail to the extent of any such conflict or inconsistency. Any additional or different terms or conditions proposed by Customer are expressly excluded.
- 11.6. **Variation.** Except as expressly provided in the Agreement, any modifications of the Agreement must be in writing and signed by both Parties.
- 11.7. **No Waiver.** Any waiver of any provision of the Agreement must be in writing and will not be deemed a waiver of any other provision. Waiver by a Party of a breach of any provision of the Agreement by the other Party will not operate as a waiver of any other or subsequent breach by such breaching Party.
- 11.8. **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 the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a Party learns of any violation of the above restriction, it shall promptly notify the other Party.

- 11.9. **Claims.** No claim or action may be brought by either Party against the other Party arising in any way out of the Agreement after one (1) year from the date on which the cause of action arose (and regardless of the nature of the claim or form of action) provided, however, the foregoing limitation shall not apply to any claim or action related to the infringement of a Party's Intellectual Property Rights. In any action to enforce the Agreement or part of it, the prevailing party will be entitled to reasonable costs and attorneys' fees actually incurred.
- 11.10. **Severability.** Each provision of the Agreement shall be considered severable such that if any provision conflicts with any existing or future law, or is held to be illegal, unenforceable, or invalid by a court, the other provisions of the Agreement shall be limited or modified to the minimum extent necessary to make it valid, legal, and enforceable and so that the Agreement shall otherwise remain in effect.
- 11.11. **Language.** The Agreement and all related documentation are and will be in the English language and all disputes arising under the Agreement shall be resolved in the English language.
- 11.12. **Force Majeure.** A delay by either Party in performing its obligations will not be a breach of the Agreement if caused by acts, events, omissions or accidents beyond a Party's reasonable control, including, without limitation, strikes, industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, act of terror, Internet service provider failure or delay, failures of communications networks and facilities (not directly controlled by a Party), denial of service attack, fire, flood or storm. The affected Party will notify the other Party of such event and resume performance as soon as possible.
- 11.13. **Marketing.** Customer agrees that COMPLY may identify it as a recipient of the Services in presentations, marketing materials and press releases and hereby grants COMPLY a limited, non-exclusive, non-transferable, royalty-free license to display its name, trademark(s), and/or logo(s) (collectively, the "End User Marks") solely for the purpose of identifying End User as a customer of COMPLY on COMPLY's website, landing pages, and in other promotional or marketing materials.

11.13.1 COMPLY shall have the right to reference and display the End User's status as a COMPLY customer, including through statements such as "COMPLY is trusted by [End User]," or similar wording, on COMPLY's site and in marketing collateral (e.g., pitch decks, brochures, presentations).

11.13.2 COMPLY's use of the End User Marks shall be in accordance with any reasonable usage guidelines provided by End User in writing and (a) COMPLY will not modify, alter, or otherwise misuse the End User Marks; and (b) Upon written request by End User, COMPLY will promptly discontinue any specific usage of End User Marks that End User identifies as misleading, infringing, or otherwise objectionable.

11.13.3 Upon termination of the agreement or upon End User's written request, COMPLY shall make commercially reasonable efforts to remove references to End User and the End User Marks from COMPLY's marketing materials and/or website within a reasonable timeframe, except that COMPLY shall not be required to remove or discontinue any materials already in distribution or in archived form.

11.14. **Relationship.** Nothing in the Agreement is intended to create a joint venture, partnership, agency, or employment relationship between the Parties.

11.15. **Counterparts.** The Agreement or any Order Form may be executed in any number of counterparts, each of which is an original, but all the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page to the Agreement or Order Form by e-mail or other electronically delivered signatures of the Parties shall be as effective as delivery of a manually executed counterpart of the Agreement or Order Form.