

SUCCESSIONHR SOFTWARE-AS-A-SERVICE AGREEMENT

This SuccessionHR Software-as-a-Service Agreement (the “**Agreement**”) is entered into between the customer (“**Customer**”) and Succession HR Inc. (“**SuccessionHR**”) and is effective as of the earlier of (a) the date Customer first accesses or uses the Platform, or (b) the date Customer agrees to be bound by this Agreement. If Customer purchases access to the Platform through the ADP Marketplace or another authorized marketplace, the applicable marketplace order and billing terms shall govern the commercial transaction, while this Agreement governs Customer's access to and use of the Platform. Customer and SuccessionHR may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

BY ACCESSING AND USING ANY ELEMENT OF THE PLATFORM (INCLUDING THE WEBSITE), CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, AS AMENDED FROM TIME TO TIME. IF CUSTOMER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE PLATFORM, INCLUDING USE OF ANY PART THEREOF. CUSTOMER REPRESENTS AND WARRANTS TO SUCCESSIONHR THAT CUSTOMER HAS THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT. IF CUSTOMER IS USING THE PLATFORM ON BEHALF OF ANOTHER PERSON OR ENTITY, CUSTOMER HEREBY REPRESENTS AND WARRANTS TO SUCCESSIONHR THAT CUSTOMER HAS THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THIS AGREEMENT.

1. Definitions.

- a) “**Aggregated Statistics**” means data and information related to Customer's use of the Platform that is used by SuccessionHR in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the services.
- b) “**Authorized Users**” means all individuals who are an employee or contractor of Customer that Customer wishes to have access to and use of the Platform, including members of the Human Resources team and incumbent managers who are users of Customer's service account.
- c) “**Customer Data**” means any data, information, content, records, and files that Customer loads, transmits to or enters into the Platform or otherwise provides to SuccessionHR, and any data, non-public information, content, records and files that the Platform obtains from Customer's servers or systems or from third parties on Customer's behalf (including Personal Information and financial information of Authorized Users), including any and all intellectual property rights in any of the foregoing, but excluding any Aggregated Statistics.
- d) “**Documentation**” means SuccessionHR's online user guides, documentation, and help and training materials, as updated from time to time.
- e) “**Key Roles**” means Customer's employees or contractors that the Customer has identified as a significant impact on your organization's ability to conduct normal business.
- f) “**Modifications**” means modifications, improvements, customizations, updates, enhancements, aggregations, compilations, derivative works, translations, adaptations, and results from processing (including analyses, reports, databases, datasets, recommendations, and visual representations) in any form or medium, and “**Modify**” has a corresponding meaning.
- g) “**Operational Metrics**” means anonymized information, metrics, analytics, and data that SuccessionHR collects in connection with Customer's (including its Authorized Users') use of, or interaction with, the Platform.
- h) “**Personal Information**” will have the meaning given to it in applicable data protection laws and includes “personal information”, “personally identifiable information” and equivalent terms as such terms may be defined by applicable data protection laws.

- i) **“Platform”** means: (i) the software-as-a-service platform offered by SuccessionHR to provide succession planning and human-resources (ii) the Website; and (iii) all other software, hardware, and systems used by SuccessionHR to host and make the Platform available for Customer’s use and access.
- j) **“Website”** means any websites used by SuccessionHR to make the Platform available, and includes the websites located at [www.successionhr.com]

2. Subscription

- a) **Subscription Fees.** Customer's subscription fees, billing frequency, renewal terms, and payment obligations for Marketplace purchases are governed by the applicable ADP Marketplace order and related ADP Marketplace terms. Subscription fees are based on the pricing tier selected at the time of purchase.
- b) **Subscription Term.** The subscription term shall commence on the date specified in the applicable Marketplace order and continue for the purchased subscription period unless terminated in accordance with this Agreement or the applicable Marketplace terms.
- c) **Subscription Changes.** If Customer becomes eligible for a different pricing tier based on employee count, subscription fees may be adjusted upon renewal or as otherwise specified in the applicable Marketplace order.
- d) **Cancellation and Renewals.** Subscription cancellation, renewal, and billing administration for Marketplace purchases shall be governed by the applicable ADP Marketplace terms and ordering process.
- e) **Refunds.** Refund requests, if any, shall be handled in accordance with the applicable ADP Marketplace terms.
- f) **Future Services.** Customer's purchase is based on the functionality and services available at the time of purchase and not on any future functionality, features, or services.
- g) In the event of any conflict between this Section and the applicable ADP Marketplace terms regarding billing, payment, renewal, or refunds, the ADP Marketplace terms shall control.

3. Platform Availability

- a) **Provisioning of the Platform.** Subject to Customer’s compliance with the terms and conditions of this Agreement, SuccessionHR will make the Platform available to Customer and Authorized Users on the terms and conditions set out in this Agreement. SuccessionHR hereby grants Customer a non-exclusive, non-transferable right to access and use the Platform during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use.
- b) **Limitation, Suspension, or Termination of Access;** SuccessionHR may, at its discretion and without notice, suspend, terminate, or limit Customer’s access to or use of the Platform or any component thereof. However, SuccessionHR will use commercially reasonable efforts to provide reasonable advance notice of such suspension, termination, or limitation.
- c) **Platform Upgrades and Scheduled Downtime.** SuccessionHR reserves the right to make changes, upgrades, and enhancements to the Platform from time to time and to Modify the Platform.

4. Rights to Use Customer Data.

- a) **Rights in Customer Data.** SuccessionHR acknowledges that, as between SuccessionHR and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants (and if applicable, will cause each Authorized User to grant) to SuccessionHR a non-exclusive, royalty-free, irrevocable, fully paid-up, and worldwide right and license during the Term to reproduce access, process, collect, store and use all Customer Data, including any data, information or other content forming part thereof, and perform all acts with respect to the Customer Data as may be necessary in connection with this Agreement and the services to be provided by SuccessionHR to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to

reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer further authorizes SuccessionHR to access, process, and use Customer Data and to share Customer Data with SuccessionHR's subprocessors and third-party applications, as is necessary in connection the services to be provided by SuccessionHR to Customer under this Agreement.

- b) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, SuccessionHR may monitor Customer's use of the Platform and collect and compile Aggregated Statistics. As between SuccessionHR and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by SuccessionHR. Customer acknowledges that SuccessionHR may compile Aggregated Statistics based on Customer Data input into the Platform. Customer agrees that SuccessionHR may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.
- c) **Customer Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to SuccessionHR by mail, email, telephone, or otherwise, suggesting or recommending changes to the SuccessionHR's Platform, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), SuccessionHR is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to SuccessionHR on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and SuccessionHR is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although SuccessionHR is not required to use any Feedback.
- d) **Operational Metrics.** SuccessionHR monitors and collects Operational Metrics for its own business purposes, such as improving, testing, and maintaining the Platform and developing additional products and services. Customer grants to SuccessionHR an irrevocable, non-exclusive, transferable, worldwide, and royalty-free right to collect, analyze and use Operational Metrics relating to its delivery of services that may be in part derived from, or related to, the Customer Data, including the generation of reports for internal, external, and public use, and to use Operational Metrics for SuccessionHR's internal business purposes.

5. Reservation of Rights.

SuccessionHR expressly reserves all rights, title, and interest in, and Customer will not acquire any right, title or interest in: (i) the Platform (or any part thereof) and any other materials or content provided by SuccessionHR under this Agreement, including any and all Modifications to any of the foregoing; and (ii) all intellectual property rights in any of the foregoing (clauses (i) and (ii) are collectively, the "**SuccessionHR Property**"). All rights, title and interest in the SuccessionHR Property will remain with SuccessionHR (or SuccessionHR's third party suppliers, as applicable). For greater certainty, the SuccessionHR Property is licensed and not "sold" to Customer.

6. Data Protection and Security.

Customer agrees (on Customer's behalf and on behalf of each Authorized User) to SuccessionHR's access, use, collection, storage and disclosure of Customer's and each Authorized User's Personal Information and financial information (if applicable) for the purposes authorized under this Agreement. Where the Parties have entered or have agreed to enter into Succession HR's standard Data Processing Addendum (the "**DPA**"), the DPA is hereby incorporated into this Agreement.

SuccessionHR shall maintain administrative, technical, and organizational safeguards designed to protect Customer Data against unauthorized access, use, disclosure, alteration, or destruction. Customer acknowledges and agrees



that SuccessionHR's Privacy Policy and Security Policy, each as published and updated from time to time on the SuccessionHR website, describe such practices and are incorporated into this Agreement by reference.

7. User Account for Mobile Software; Customer Restrictions.

- a) **User Accounts.** Upon Customer's request, SuccessionHR may issue administrator accounts (the "**Administrator Account**") to Customer that enables Customer to further issue user accounts (the "**User Account**") to Authorized Users, whether directly by creating User Accounts on the Platform or indirectly by directing Authorized Users to sign up with SuccessionHR on the Website. Authorized Users may only use the Platform through their User Account. Customer is responsible for the compliance by Authorized Users with this Agreement, and any and all activity occurring under their User Accounts, including access to and use of the Platform. Customer will not allow Authorized Users to share their User Account with any other person. Customer will promptly notify SuccessionHR of any actual or suspected unauthorized use of the Platform. SuccessionHR reserves the right to suspend, deactivate, or replace the Administrator Account or any User Account if it determines that the Administrator Account or any User Account may have been used for an unauthorized purpose.
- b) **Customer Restrictions.** Without limiting the generality of any of the foregoing, Customer will not, and will not permit any other person (including any Authorized Users) to:
 - use the Platform other than as permitted by this Agreement;
 - use the Platform to upload, collect, transmit, store, use, disclose or process, or ask SuccessionHR to obtain from third parties or perform any of the above with respect to, any Customer Data: (A) that Customer or the applicable Authorized User does not have the lawful right to upload, collect, transmit, store, use, disclose, process, copy, transmit, distribute and display; (B) in a manner that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); (C) that is tortious, defamatory, obscene, or offensive, or that violates, or encourages any conduct that may violate, any applicable laws or would give rise to civil or criminal liability;
 - use any data mining, robots, or similar data gathering or extraction methods, or copy, Modify, reverse engineer, reverse assemble, disassemble, or decompile the Platform or any part thereof or otherwise attempt to discover any source code; or
 - use the Platform for the purpose of building a similar or competitive product or service.
- c) **Customer is Responsible for its Authorized Users.** Customer is responsible for: (a) the actions and omissions of its Authorized Users' use of the Platform; and (b) ensuring that its Authorized Users secure their access and passwords to the Platform. Authorized User credentials cannot be shared or used by more than one person (but may be reassigned, in its entirety). For its Authorized Users, Customer shall notify SuccessionHR immediately of any known or suspected phishing attempt, password compromise, and/or breach of security, and shall use best efforts to stop said issues. Customer will be solely responsible for the accuracy and completeness of all data and information provided to SuccessionHR for the performance of the services to be provided by SuccessionHR to Customer in connection with this Agreement.

8. Email and Web Support.

Customer will have access to SuccessionHR's technical support through email at support@successionhr.com

9. Confidential Information

- a) **Definitions.** For purposes of this Agreement, a Party receiving Confidential Information (as defined below) will be the “**Recipient**” and the Party disclosing such information will be the “**Discloser**” and “**Confidential Information**” means any and all information of Discloser disclosed by Discloser to Recipient or otherwise coming into the possession of Recipient during the Term that is marked as “confidential” or that a reasonable person would understand to be confidential; provided that Discloser’s Confidential Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Discloser’s Confidential Information; (ii) information that is publicly available through no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations. Notwithstanding the foregoing, the terms and conditions of this Agreement and all SuccessionHR Property (including any part thereof), whether marked as “confidential” or not, will be SuccessionHR’s Confidential Information and will not be Customer’s Confidential Information.
- b) **Confidentiality Covenant.** Recipient hereby agrees that during the Term and at all times thereafter it will not: (i) disclose such Confidential Information of the Discloser to any person, except to its own personnel or affiliates having a “need to know” and that have entered into written agreements no less protective of such Confidential Information than this Agreement, and to such other recipients as the Discloser may approve in writing; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient will be deemed to have discharged its confidentiality obligations under this Section 9 (Confidential Information) if Recipient uses the same degree of care in safeguarding the Confidential Information of Discloser as it uses in protecting its own confidential information of a similar nature from unauthorized disclosure, but with no less than reasonable care. The receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information that comes to the receiving party’s attention.
- c) **Exceptions to Confidentiality.** Notwithstanding Section 9(b), Recipient may disclose Discloser’s Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; (ii) to its employees, accountants, internal and external auditors, legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services related to SuccessionHR’s business; (iii) in the case of SuccessionHR, to potential assignees, acquirers or successors of SuccessionHR if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of SuccessionHR. The receiving party shall give the disclosing party prompt notice (if legally permissible) of any such demand and reasonably cooperate with the disclosing party, at the disclosing party’s expense, in any effort to seek a protective order or otherwise to contest such required disclosure.

10. Warranty; Disclaimer; Indemnity.

- a) **Customer Warranty.** Customer represents and warrants to, and covenants with SuccessionHR that the Customer Data will only contain Personal Information and if applicable, financial information, in respect of which Customer has obtained all applicable third party consents, authority and permissions, and has made all applicable third party disclosures (including to each User), in each case as required by applicable laws, regarding all collection, storage, access, use, disclosure and transmission of Personal Information and financial information, if applicable.
- b) **SuccessionHR Limited Warranty.** During the Term, SuccessionHR warrants to Customer that the Platform will operate substantially in conformance with the functions and features described in the applicable Documentation when used in accordance with such Documentation and this Agreement. In addition, SuccessionHR will (i) use its commercially reasonable efforts, in light of industry standard

practices, to ensure that the software provided as part of the Platform does not contain any computer virus, Trojan horse, worm, malware, or other malicious code; (ii) provide the service in a timely manner to the extent in SuccessionHR's control and provided that SuccessionHR will not be liable for the acts and omissions of third parties to whom it provides information as part of the service; and (iii) maintain commercially reasonable back-up and data recovery, disaster recovery and business continuity plans, procedures and facilities, acts in compliance therewith, and tests such plans and procedures on a regular basis, and such plans and procedures have been proven effective in all material respects upon such testing. As Customer's sole and exclusive remedy for any warranty breach, SuccessionHR will use commercially reasonable efforts to correct any non-conformances which have been brought to the SuccessionHR support team's attention. The above remedy is available only if SuccessionHR is promptly notified in writing of the nonconformance, and in sufficient detail for the nonconformance to be reproducible by SuccessionHR. These representations and warranties do not apply to use of the Platform in combination with hardware or software not provided by SuccessionHR.

- c) **GENERAL DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE PLATFORM (OR ANY PART THEREOF), AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY SUCCESSIONHR TO CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE".

TO THE EXTENT PERMITTED BY APPLICABLE LAW, SUCCESSIONHR HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SUCCESSIONHR DOES NOT WARRANT THAT THE PLATFORM (OR ANY PART THEREOF) WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, SUCCESSIONHR EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE PLATFORM (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

- d) **Indemnity by Customer.** Customer will defend, indemnify and hold harmless SuccessionHR, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any third party (including Users) liability (including damages, recoveries, deficiencies, interest, penalties and reasonable legal fees), directly or indirectly arising from or in connection with, or relating to: (i) Customer Data; (ii) Customer's breach of any of Customer's obligations, representations or warranties under this Agreement; (iii) use of the Platform (or any part thereof) by Customer or any User in combination with any third party software, application or service; (iv) misrepresentation, criminal behaviour or gross negligence on the part of Customer or any User; or (v) any actual or alleged infringement, violation or misappropriation of the rights of any person (including intellectual property or privacy rights) as a result of Customer's or any User's use of the Platform (or any part thereof) contrary to the terms of this Agreement. Customer will fully cooperate with SuccessionHR in the defense of any claim defended by Customer pursuant to its indemnification obligations under this Agreement and will not settle any such claim without the prior written consent of SuccessionHR.
- e) **Indemnity by SuccessionHR.** SuccessionHR will indemnify, defend, and hold harmless Customer, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any third-party liability directly or indirectly arising from or in connection with, or relating to: (i) any third-party claim, suit or proceeding, alleging that the Platform infringes any intellectual property rights of a third party; (ii) SuccessionHR's breach of any of its obligations, representations or warranties under this Agreement; (iii) misrepresentation, criminal behaviour or gross negligence on the part of SuccessionHR; or

(iv) SuccessionHR's breach of the DPA. The foregoing obligations do not apply with respect to the Platform or portions thereof (i) provided by Customer or its Users or third parties on behalf of Customer, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by SuccessionHR, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's or its Users' use of the Service is not strictly in accordance with this Agreement. SuccessionHR will fully cooperate with Customer in the defense of any claim defended by SuccessionHR pursuant to its indemnification obligations under this Agreement and will not settle any such claim without the prior written consent of Customer.

11. Limitation of Liabilities.

Customer acknowledges that it is solely responsible for providing current, accurate and complete Customer Data of each of its Authorized Users (including the enrollment of new Authorized Users) and under no circumstances will SuccessionHR be liable for Customer's failure to do so. Customer shall indemnify SuccessionHR for any such failure pursuant to Section 10(d)(i).

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

- a) **AMOUNT.** IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF SUCCESSIONHR EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE FOR THE PLATFORM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT WILL SUCCESSIONHR'S THIRD PARTY SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.
- b) **TYPE.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL SUCCESSIONHR BE LIABLE TO CUSTOMER OR ANY USER FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL; (III) BUSINESS INTERRUPTION; (IV) ANY COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH; OR (VI) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

12. Term and Termination.

- a) **Term.** This Agreement will commence on the Effective Date and continue to be in effect until terminated in accordance with its terms (the "**Term**").
- b) **Termination For Convenience.** Either Party may terminate this Agreement in accordance with the applicable ADP Marketplace terms and this Agreement.
- c) **Termination for Cause.** Either Party may, in addition to other relief, suspend or terminate this Agreement if the other Party commits a material breach of any provision of this Agreement and fails within five days after receipt of notice of such breach to correct such material breach or to commence corrective action reasonably acceptable to the aggrieved Party and proceed with due diligence to completion, in each case unless the material breach is not capable of being cured.

- d) **General.** Upon termination, Customer's right to use the Platform will immediately terminate. Termination shall not affect any payment obligations governed by the applicable ADP Marketplace order or ADP Marketplace terms. Upon expiry of the Term or earlier termination of this Agreement, and except as necessary to comply with its legal obligations, each Party will immediately cease use of and destroy all the other Party's Confidential Information. Any Confidential Information of the other Party that a Party needs to keep for so long as necessary to comply with this Agreement will remain subject to the terms of Section 9 of this Agreement.
- e) **Survival.** The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason: Section 4 (Right to Use Customer Data), Section 5 (Reservation of Rights), Section 9 (Confidential Information), Section 10 (Warranty; Disclaimer; Indemnity), Section 11 (Limitation of Liabilities), Section 12(e) (Survival), and Section 13 (General Provisions).

13. General Provisions.

- a) **Notices.** Notices sent to either Party will be effective when delivered in person or by email, one day after being sent by overnight courier, or two days after being sent by first class mail postage prepaid to the official contact designated by the Parties and immediately after being received by the other Party's server. Notices must be in writing and sent:

(i) if to SuccessionHR, to the following address:

3250 Bloor Street West, East Tower, Suite 600,
Toronto, Ontario, Canada M8X 2X9, and

(ii) if to Customer, to the current postal or email address that SuccessionHR has on file with respect to Customer.

SuccessionHR may change its contact information by posting the new contact information on the SuccessionHR Website or by giving notice thereof to Customer. Customer is solely responsible for keeping its contact information on file with SuccessionHR through the SuccessionHR Platform current at all times during the Term.

- b) **Assignment.** Neither Party may assign this Agreement, or any of its rights or obligations, without the other Party's written consent, except that either Party may assign this Agreement without consent to a successor to all or substantially all of such Party's assets or business. Any assignment in violation of this Section will be void. The terms of this Agreement will be binding upon permitted assignees. This Agreement will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.
- c) **Choice of Law.** This Agreement and any action related thereto will be governed by and construed in accordance with the substantive laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with this Agreement in Toronto, Ontario, Canada and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- d) **Construction.** Except as otherwise provided in this Agreement, the Parties rights and remedies under this Agreement are cumulative. The term "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect. The terms "consent" or "discretion", when used in respect of SuccessionHR in this Agreement means the right of SuccessionHR to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to Customer.

- e) **Force Majeure.** Neither Party will be liable for delays caused by any event or circumstances beyond SuccessionHR's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving SuccessionHR employees), Internet service provider failures or delays, or the unavailability or Modification by third parties of third party websites.
- f) **Severable.** Any provision of this Agreement found by a tribunal or court of competent jurisdiction to be illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect.
- g) **Waiver.** A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- h) **Independent Contractors.** Customer's relationship to SuccessionHR is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of SuccessionHR.
- i) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other communications, whether written or oral.
- j) **Amendments.** No amendment, supplement, modification, waiver, or termination of this Agreement and, unless otherwise expressly specified in this Agreement, no consent or approval by any Party, will be binding unless executed in writing by an authorized representative of each Party.
- k) **English Language.** It is the express wish of the Parties that this Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.