

MANIFOLD TERMS OF SERVICES AGREEMENT

1. INTRODUCTION AND ELIGIBILITY

These Terms of Services (the “**Terms**”) apply to your use of the Services and constitute a legal agreement between you, the individual identified in an Order Form (the “**Subscriber**”, “**you**”) and MANIFOLD AUTOS INC (“**MANIFOLD**”, “**us**”, “**we**”, “**our**”).

Please read these Terms carefully as they outline your rights and obligations when you use the Services.

These Terms are effective upon your acceptance and remain full force for as long as you are using the Services. For clarity, the Terms end at the termination of the Subscription Term, or at the time at which you delete your account, whichever comes later. If you do not agree to these Terms, then you must not use the Services.

By using the Services, you affirm that: (a) you have reached the age of majority in your jurisdiction of residence. Our Services are not designed for those under this age, and we reserve the right to delete any accounts and data relating to such individuals upon being notified of such accounts and data, in accordance with any applicable laws; (b) any information you provide to us, both when you complete the onboarding process and in the future, is and will be true, accurate, current, and complete; (c) you will keep all information up to date; and (d) you have obtained all necessary consents, permissions, and authorizations required by applicable Laws (including Data Protection Laws) from all relevant individuals (including, without limitation, drivers, passengers, or other data subjects) to collect, process, and share their Personal Information and other data with MANIFOLD and its affiliates, service providers, or Your Insurer, as contemplated by these Terms. You further affirm that you are legally authorized to provide or make available all User Data to MANIFOLD, including through an Approved Third-Party Telematics Service Provider (TSP), and that MANIFOLD relies on your compliance with this obligation.

2. DEFINITIONS

To understand these Terms, it is important that you refer to the definitions below. If a term is not defined herein, it is defined elsewhere in the Terms.

“Access Credentials”	means any username, identification number, password, license or security key, security token, personal identification number (PIN) or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.
“Approved Third-Party TSP”	has the meaning ascribed thereto in Section 3.7.
“Data Protection Laws”	means the data protection Laws of any jurisdiction to which either of the parties is subject when Processing Personal Information under these Terms including, by way of example but not limitation, the <i>Personal Information Protection Act</i> , S.B.C. 2003, c. 63, the <i>Personal Information Protection and Electronic Documents Act</i> , S.C. 2000, c. 5, and any substantially similar provincial laws; applicable U.S. Federal and State privacy Laws, including the <i>Gramm-Leach Bliley Act</i> (15 U.S.C. § 6801 et seq.) and the California Consumer Protection Act of 2018 (TITLE 1.81.5.,1798.100 - 1798.199); and the EU General Data Protection Regulation (Regulation (EU) 2016/679) and laws of the member states of the EU & EEA that relate to the Processing of Personal Information.

“Documentation”	means all generally available documentation relating to the Services, including all user manuals, help files, or other documentation describing the operation of the Services.
“Fees”	means the amounts payable by Subscriber to MANIFOLD for a Subscription Plan and other agreed upon charges as stated in the applicable Order Form, including any applicable consumption taxes.
“Harmful Code”	means any software, hardware or other technologies, devices, or means, 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 integrity, use, or operation of any data processed thereby; or (b) prevent Subscriber from accessing or using the Services as intended by these Terms, and includes any virus, bug, Trojan horse, worm, backdoor, malware or other malicious computer code, and any time bomb or drop-dead device.
“MANIFOLD Analytics”	means the results, data, and related reports generated by and based upon Subscriber’s use of the Services and User Data which is made available to a Subscriber.
“MANIFOLD Materials”	means all documents, data, know-how, methods, processes, software and other inventions, works, technologies, and materials are proprietary to, or used under license by, MANIFOLD and provided or used by MANIFOLD in connection with performing the Services. For the avoidance of doubt, MANIFOLD Materials include Resultant Data and any information, data, or other content derived from MANIFOLD’s monitoring of Subscriber’s access to, or use of, the Services, but do not include User Data.
“Intellectual Property 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.
“Laws”	means all applicable laws, regulations, statutes, rules, orders, and other requirements of any applicable international, federal, state, provincial, or local governmental authority.
“Order Form”	a document, which can be a webpage, an e-mail, an invoice, a purchase order or any media, which is issued by us and approved by you, including through your payment of the Fees, the creation of an account, a digital consent, a signature, or otherwise. Order Forms shall be deemed incorporated herein by reference.
“Personal Information”	means any information about an identified individual, including information that, alone or in combination with other available information, may be used to identify an individual, including any information to which applicable Data Protection Laws may apply.

“Processing”	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.
“Services”	means the base set of analytics, aggregation, information Processing and driving guidance products, services and features Subscriber has purchased through the execution of an Order Form, that may be accessed via the online platform accessed through the Website, and other designated applications that can be accessed via MANIFOLD’s mobile and desktop applications and email plug-ins.
“Subscription Plan”	has the meaning ascribed thereto in Section 3.2.
“Subscription Term”	has the meaning ascribed thereto in Section 7.1.
“Terms of Use”	means the terms and conditions applicable to the use of the Services on the Website and other designated applications that can be accessed via MANIFOLD’s mobile and desktop applications and email plug-ins.
“Third-Party Materials”	means materials and information, in any form or medium, documents, data, content, specifications, or products relating to the Services that are not proprietary to MANIFOLD.
“Update”	means any modification, update, upgrade, new version, bug fix, patch, or error correction that MANIFOLD develops with respect to the Services.
“User Data”	means any and all information, data, materials, works, expressions or other content, relating to a Subscriber, that comes to the knowledge of MANIFOLD as a result of the provision of the Services or the performance or exercise of any of MANIFOLD’s obligations or rights under these Terms, including, without limitation, any such information that is uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Subscriber for Processing by third parties or through the Services, including through any Order Form or written request or instruction of Subscriber, made either orally or in writing.
“Website”	means the MANIFOLD website located at the root url of manifold.autos login (or successor location), as may be updated by MANIFOLD from time to time, including any regional or jurisdiction-specific versions thereof.
“Your Insurer”	has the meaning ascribed thereto in Section 3.8.a.

3. ACCESS AND USE RIGHTS

3.1. Access and Use Rights. To use the Services, you shall register an account with MANIFOLD and you shall update your account as required to keep the account information complete and accurate. You shall select the Subscription Plan to be associated with your account and you may change your Subscription Plan by contacting

MANIFOLD at [support@manifold.autos]. During the applicable Subscription Term, and subject to these Terms, the applicable Order Form, and Subscriber's payment of Fees, MANIFOLD hereby grants to Subscriber a nonexclusive, non-transferable, non-sublicensable, revocable and limited license, to: (a) access and use the Services; and (b) access, reproduce, print, download and use as many copies of the MANIFOLD Materials, MANIFOLD Analytics, and Documentation for Subscriber's use in accordance with our Terms and Conditions of Use found at <https://www.manifold.autos/terms-of-use>

3.2. Subscription Plans. The Services may be provided under different subscription plans, such as year-to-year, two-years-to-two-years and three-years-to-three-years, as set forth on an Order Form ("**Subscription Plan**").

3.3. Additional Terms. The Services may be subject to additional terms and conditions, which may include specific payment terms and termination rights (the "**Additional Terms**"), as set forth on an Order Form. In case of a conflict between the Additional Terms and these Terms, the Additional Terms will prevail.

3.4. Restrictions. Subscriber shall not access or use the Services, MANIFOLD Materials, or MANIFOLD Analytics except as expressly permitted by these Terms, and in the case of Third-Party Materials, the applicable third-party license agreement. Subscriber hereby agrees to, and must at all times comply with, the Terms of Use. For purposes of clarity and without limiting the generality of the foregoing, Subscriber shall not:

- a. bypass or breach any security device or protection used by the Services, MANIFOLD Materials, MANIFOLD Analytics, or Third-Party Material, or access or use the Services, MANIFOLD Materials, MANIFOLD Analytics, or Third-Party Material without our express consent;
- b. input, upload, transmit or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code;
- c. access or use the Services, MANIFOLD Materials, MANIFOLD Analytics, or Third-Party Material in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Laws; and
- d. otherwise access or use the Services, MANIFOLD Materials, or MANIFOLD Analytics beyond the scope of these Terms.

If Subscriber becomes aware of any actual or threatened activity prohibited by this Section 3.4, Subscriber shall immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and MANIFOLD Materials); and (b) notify MANIFOLD of any such actual or threatened activity.

3.5. Additional Subscriber Responsibilities. Subscriber has and will retain sole responsibility for: (a) all information, instructions and materials provided by or on behalf of Subscriber in connection with the Services; (b) the security and use of Access Credentials of Subscriber; and (c) all access to and use of the Services, MANIFOLD Materials, or MANIFOLD Analytics directly or indirectly by Subscriber's Access Credentials, with or without Subscriber's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

3.6. Reservation of Rights by MANIFOLD. All right, title and interest in and to the Services, the MANIFOLD Materials, the MANIFOLD Analytics, and Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with MANIFOLD and the respective rights holders in the Third-Party Materials. Subscriber acknowledges and agrees that it has no right, license, or authorization with respect to any of the Services, MANIFOLD Materials, MANIFOLD Analytics or Third-Party Materials (including any Intellectual Property Rights therein) except as expressly set forth in these Terms. All other rights in and to the Services, MANIFOLD Materials, MANIFOLD Analytics, and Third-Party Materials are expressly reserved by MANIFOLD and the respective third-party licensors.

3.7. Telematics Service Provider. You hereby acknowledge and agree that you shall be responsible for: (a) purchasing services from third-party Telematics providers approved by us in our sole discretion (the “**Approved Third-Party TSP**”) that capture, encrypt and transmit video-telematics data from your vehicle(s) to MANIFOLD; (b) ensuring that the Approved Third-Party TSP transmits any and all data and information it collects to MANIFOLD in a manner that is acceptable to MANIFOLD; (c) maintaining in good working order any and all hardware and software necessary to maintain the services and products of the Approved Third-Party TSP; and (d) strictly following any and all operational requirements prescribed by the Approved Third-Party TSP. You hereby acknowledge and agree that our provision of the Services and your use thereof depend entirely on the availability and functionality of the Approved Third-Party TSP and you shall authorize the Approved Third-Party TSP to disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available to MANIFOLD all of the data and information collected by the Approved Third-Party TSP in raw format. MANIFOLD shall not be held liable or responsible for: (a) the availability, operation and/or functionality of the Approved Third-Party TSP’s services and/or products; (b) the accuracy, truthfulness, completeness or reliability of any data or information disseminated, transmitted, submitted, posted, transferred, disclosed or otherwise provided or made available by the Approved Third-Party TSP to us; (c) the acts or omissions of the Approved Third-Party TSP; (d) your subscription, relationship and communication with the Approved Third-Party TSP; (e) the compatibility of the Approved Third-Party TSP with the Services; (f) your acts and omissions with respect to the Approved Third-Party TSP; (g) obtaining any Access Point Name (“**APN**”) keys, logins or authorization tokens from the Approved Third-Party TSP and meeting any requirements it may have to grant you access to your information and data and for providing said APN keys, logins and authorizations to MANIFOLD; and (h) the accuracy, truthfulness, completeness or reliability of any data or information disseminated, transmitted, submitted, posted, transferred, disclosed or otherwise provided or made available by us to Your Insurer; and you agree to indemnify us to the fullest extent with respect to same. Depending on use, the Approved Third-Party TSP can share certain user and vehicle information (e.g., vehicle location, speed, vehicle operating habits, driving style, use of cellphone or other dangerous activity, risky or safety data from your vehicle and other operating conditions) with us and our service providers. We cannot guarantee the Approved Third-Party TSP’s operability or functionality now or in the future due to, among other conditions, changes in the Approved Third-Party TSP’s software/operating system, service interruptions, or incompatibility or obsolescence of any vehicle-integrated hardware or software. You hereby acknowledge and agree that your use of the Services may be prohibited by the Approved Third-Party TSP and it shall be your sole responsibility and liability to ensure that you obtain consent from the Approved Third-Party TSP to use the Services in accordance with these Terms. **To use the Services, a subscription to, or purchase of, the Approved Third-Party TSP’s services is required.** The availability of certain GPS satellite and/or cellular networks is required for the Services to operate properly. You hereby acknowledge and agree that Service interruptions may occur and/or vehicle system upgrades may be required if cellular network availability is compromised.

3.8. Insurance Provider. You hereby acknowledge and agree that:

- a. as part of our Services, we will disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available all or any part of the User Data and/or MANIFOLD Analytics with your insurance provider (“**Your Insurer**”) and that such dissemination, transmission, submission, posting, transfer, disclosure or provision may influence your insurance premiums and qualification for rates and products and services by Your Insurer;
- b. you explicitly authorize us to disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available all or any part of the User Data and/or MANIFOLD Analytics with Your Insurer;
- c. you shall be solely responsible for ensuring that you have provided Your Insurer with any and all information and data it may require with respect to the Services and your use thereof;
- d. you shall be solely responsible for ensuring that, if required, Your Insurer has access to your User Data;

- e. you shall be solely responsible for ensuring that, if required, Your Insurer has access to any and all data and information collected by the Approved Third-Party TSP; and
- f. MANIFOLD shall not be responsible or liable for: (i) your eligibility for insurance with Your Insurer; (ii) the pricing of an insurance policy with Your Insurer; (iii) any discounts, decreases or increases of your insurance premiums with Your Insurer; (iv) your subscription, purchases, relationship and communication with Your Insurer; (v) the acts or omissions of Your Insurer; and (vi) your acts and omissions with respect to Your Insurer; and you agree to indemnify us to the fullest extent with respect to same.

3.9. Updates. MANIFOLD may develop and provide Updates in MANIFOLD's sole discretion. MANIFOLD has no obligation to develop or provide any Updates at all or for particular issues. Subscriber shall use Updates to the extent MANIFOLD makes them available to Subscriber. All Updates will form part of the Services and are subject to these Terms, unless any such Updates are accompanied by separate terms. Updates may change any feature of the Services. MANIFOLD does not guarantee that any particular feature of the Services will remain available or unmodified.

3.10. Reliance. As part of the Services, MANIFOLD may offer guidelines, training material, recommendations and other suggestions (collectively, the "**Suggestions**") with respect to driver safety and risk management. You hereby acknowledge and agree that such Suggestions are provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from taking, any action on the basis of the Suggestions. Many factors unknown to us may affect the applicability of any Suggestions to your particular circumstances and any use of the Suggestions is at your own risk. The Suggestions are not intended to be a substitute for professional advice. Always seek professional advice with any specific questions you may have. Never disregard professional advice or delay in seeking it because of any Suggestions. Although we make reasonable efforts to update the Suggestions, we make no representations, warranties or guarantees, whether express or implied, that the Suggestions are accurate, complete, reliable or up to date.

4. USER DATA AND INTELLECTUAL PROPERTY

4.1. Consent to Use User Data. Subscriber owns all rights, titles, and interests in any User Data. Subscriber hereby irrevocably grants all such rights and permissions in or relating to User Data: (a) to MANIFOLD and MANIFOLD's agents as are necessary or useful to perform the Services (including as input to MANIFOLD's advanced analysis systems and the creation of Resultant Data) and produce the MANIFOLD Analytics; and (b) to MANIFOLD as are necessary or useful to enforce these Terms and exercise its rights and perform its obligations hereunder.

4.2. Resultant Data. Notwithstanding anything to the contrary in these Terms or elsewhere, MANIFOLD may monitor and analyze Subscriber's use of and experience with the Services, compile statistical and performance information related to the provision and operation of the Services, and create de-identified data sets for the purpose of such analysis and compilation ("**Resultant Data**") and MANIFOLD may commercially exploit the Resultant Data. MANIFOLD may make such Resultant Data publicly available in a de-identified and aggregated manner, provided that the Resultant Data does not incorporate identifiable User Data (including, by way of example but not limitation, Personal Information of a Subscriber). MANIFOLD retains all Intellectual Property Rights in such Resultant Data and, in furtherance of the foregoing, Subscriber hereby unconditionally and irrevocably grants to MANIFOLD an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto, and waives all moral rights in and to the Resultant Data.

4.3. Feedback. Notwithstanding any terms to the contrary in these Terms, in the event Subscriber suggests to MANIFOLD any new features, functionality, or performance for the Services which MANIFOLD incorporates into the Services ("**Feedback**"), such Feedback shall be the exclusive property of MANIFOLD, and are hereby irrevocably assigned to MANIFOLD or its licensors; provided that such Feedback is anonymous and does not include any

identifiable User Data (including, by way of example but not limitation, Personal Information of a Subscriber). Subscriber hereby irrevocably and unconditionally waives all “moral rights” relating to the Feedback. Upon request by MANIFOLD, Subscriber shall execute such assignments or conveyances of interest as may be necessary to assist MANIFOLD to prosecute, register, perfect, or record its rights in, or to, any Feedback.

4.4. Consent. Subscriber shall obtain all necessary consents (at least to the extent required by applicable Laws) from all relevant individuals to access, collect, store, transfer, or control data with respect to vehicles and/or Personal Information. In particular where required by applicable Laws, Subscriber shall obtain vehicle drivers’ and passengers’ explicit, prior, specific, informed and freely given consent for the Processing of Personal Information by MANIFOLD in accordance with applicable Laws.

5. PRIVACY

5.1. Privacy. Subscriber acknowledges and agrees that Personal Information that Subscriber and/or the Approved Third-Party TSP submits to MANIFOLD in connection with the Services or that are otherwise submitted to or collected by the Services as a result of Subscriber’s use will be handled by MANIFOLD in accordance with the terms of MANIFOLD’s Privacy Policy available here: <https://www.manifold.autos/privacy-policy>

6. FEES AND PAYMENTS

6.1. Fees. Subscriber agrees to pay the Fees set forth in the applicable Order Form. If no other payment terms are specified in the applicable Order Form, Fees shall be due and payable by the Subscriber immediately upon subscription for the Services. Unless otherwise specified in the Order Form, Subscriber shall make all payments hereunder in Canadian dollars.

6.2. Pre-authorized Debit or Credit Card Payments. If you pay for the Fees with your credit card or your debit card, you hereby authorize MANIFOLD to debit such amount on your credit card or your debit card (as applicable) in accordance with these Terms and any Additional Terms. If a payment is refused for any reason, MANIFOLD will provide you with a notice to change your financial information. If your financial information has not been changed and/or Fees are not paid after thirty (30) days, MANIFOLD may decide to suspend access to, or use of, all or any part of the Services, MANIFOLD Materials, MANIFOLD Analytics, or Third-Party Material by you. If MANIFOLD does not receive the Fees within sixty (60) days, MANIFOLD may terminate access to, or use of, all or any part of the Services, MANIFOLD Materials, MANIFOLD Analytics, or Third-Party Material by Subscriber. Subscriber agrees that if you subscribe to a month-to-month Subscription Plan, we will charge the Fees on your credit card or your debit card (as applicable) for each month until Subscriber cancels said subscription in accordance with these Terms.

6.3. Collections. If you do not pay all amounts due to us under these Terms upon demand then: (a) you agree to pay a late charge of two percent (20%) per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, “**Charges**”); (b) you agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and legal fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, “**Costs**”). If the law permits, you authorize us and our collection agent(s), to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the Personal Information that you provided to us in any effort to collect any Charges or Costs under this paragraph and may use the address provided by you via the Website, or in any customer profile, as the place to send any demands or collection notices; and (c) in the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

6.4. Additional Services and Products. From time to time we may offer additional services and/or products with associated terms and conditions or terms of use. If you purchase and/or use these services or products you agree to be bound by such associated terms and conditions or terms of use, which are incorporated herein by reference.

7. SUBSCRIPTION TERM; SUSPENSION, TERMINATION, OR EXPIRATION OF SERVICES

7.1. Subscription Term; How To Cancel a Subscription Plan. Subscription Plans are granted on a subscription basis and expire on the date set out in the applicable Order Form ("**Subscription Term**") and may not be terminated earlier. Should you wish to terminate your Subscription Plan prior to its expiration, you shall nevertheless be responsible for payment of Fees until the expiration of the Subscription Plan.

7.2. Suspension or Termination of Services by MANIFOLD. MANIFOLD may, directly or indirectly, suspend, terminate or otherwise deny access to, or use of, all or any part of the Services, MANIFOLD Materials, MANIFOLD Analytics, or Third-Party Material by Subscriber, without incurring any resulting obligation or liability, if: (a) MANIFOLD receives a governmental order that expressly or by reasonable implication requires MANIFOLD to do so; or (b) MANIFOLD believes, in its sole discretion, that: (i) Subscriber has failed to comply with, any provision of these Terms, accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under these Terms; (ii) Subscriber has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; (iii) if Subscriber is more than thirty (30) days in arrears in the payment of any amounts due under these Terms, effective immediately on notice; (iv) if your subscription with the Approved Third-Party TSP is suspended, expired or terminated; or (v) the Approved Third-Party TSP does not disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available all or any part of the data and information required or requested by us. In the event of any suspension or termination of the Services pursuant to this Section 7.2, you shall nevertheless be responsible for paying the Fees applicable to your Subscription Plan in full without any deductions or setoffs of any kind.

7.3. Effect of Termination or Expiration. When a Subscription Plan is terminated, or a Subscription Term expires:

- a. MANIFOLD shall disable Subscriber's access to the Services and MANIFOLD Materials, and MANIFOLD shall have no further obligation to make the Services available to Subscriber; and
- b. MANIFOLD shall have no liability or responsibility to Subscriber, and MANIFOLD will not refund any amounts that Subscriber has already paid, unless required to do so by applicable Laws.

7.4. Survival. The provisions set forth in Sections 2, 3.4, 3.5, 3.7, 4 and 5 to 11, and any other right or obligation of the parties in these Terms that, by its nature, should survive termination or expiration of these Terms will survive any expiration or termination of these Terms.

8. DISCLAIMER; LIMITATIONS OF LIABILITY

8.1. DISCLAIMER OF CONDITIONS AND WARRANTIES. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAWS, ALL SERVICES, MANIFOLD MATERIALS, MANIFOLD ANALYTICS, AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND MANIFOLD HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THESE TERMS, AND MANIFOLD SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, TO THE GREATER EXTENT PERMITTED BY APPLICABLE LAWS, MANIFOLD MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES, MANIFOLD MATERIALS, MANIFOLD ANALYTICS OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL: (a) MEET SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS; (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. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAWS, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN SUBSCRIBER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

8.2. LIMITATION OF LIABILITY. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. TO THE GREATEST EXTENT PERMITTED BY

APPLICABLE LAWS, IN NO EVENT WILL MANIFOLD OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THESE 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; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA; (d) BREACH OF DATA OR 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.

8.3. CAP ON MONETARY LIABILITY. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF MANIFOLD UNDER OR IN CONNECTION WITH THESE TERMS OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE COLLECTIVE TOTAL OF FEES PAID BY SUBSCRIBER TO MANIFOLD UNDER THESE TERMS OVER THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE RECEIPT BY MANIFOLD OF THE RELEVANT NOTIFICATION OF CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.4. Third-Party Material. The Services may include Third-Party Material. All Third-Party Material is licensed to MANIFOLD on terms that are in addition to and/or different from those contained in these Terms, including public license terms. In addition to these Terms, all or any portion of the Services that constitutes Third-Party Material is licensed to you subject to the terms of the applicable third-party licenses. Any breach by you of any such third-party license is a material breach of these Terms. You must promptly notify us of any actual or suspected breach of any such third-party license and cooperate with us as requested by us to minimize the impact on us of any such breach.

9. INDEMNIFICATION

9.1. You agree to indemnify and hold MANIFOLD, Your Insurer and their respective affiliates, licensors, and their respective directors, officers, employees, agents, and representatives harmless from all claims, liabilities, damages, and losses, including reasonable legal fees and expenses, due to or arising out of or related to: (a) your breach of any of these Terms (including any Additional Terms incorporated herein); (b) any activity in which you engage on or through the Services; (c) your violation of any Laws or the rights of a third party; and (d) the matters outlined in Sections 3.7 and 3.8 of these Terms.

10. GOVERNING LAW; CLASS ACTION WAIVER

10.1. Governing Law.

a. These Terms shall be governed by and construed in accordance with the Laws of the Province of Ontario, Canada, without regard to its choice of law provisions, to the extent such provisions would result in the application of another jurisdiction's Laws.

10.2. Class Action Waiver. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST MANIFOLD ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless both you and MANIFOLD agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

11. MISCELLANEOUS

11.1. Changes. MANIFOLD may make changes to these Terms (including any additional terms and conditions incorporated by reference herein) from time to time by notifying you of such changes by any reasonable means, including by posting the revised Terms on the Website (provided that, for material changes, we will seek to supplement such notice by email, an in-service pop-up message or other prominent notice within the Service, or other means). Any such changes will not apply to any dispute between you and us arising prior to the date on which the Terms were changed. Your use of the Services following any changes to these Terms will constitute your acceptance of such changes. If you do not wish to continue using the Services under the updated Terms, you may terminate your account by contacting us. The effective date set forth at the top of this document indicates when these Terms were last changed.

11.2. Insurance Policy. During the Subscription Term and for a period of two (2) years following the expiration or the termination of the Subscription Term (whichever is latest), Subscriber shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect which includes, but is not limited to, third-party liability coverage in accordance with applicable Laws.

11.3. Severability. If any provision of these Terms is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision or part thereof which is necessary to render the provision valid, legal, and enforceable, shall be severed from these Terms and the other provisions and the remaining part of that provision shall remain full force and effect, provided that the essential bargained-for performance of the parties shall not thereby have been impaired.

11.4. Entire Agreement. Other than as stated in this section or as explicitly agreed upon in writing between you and MANIFOLD, these Terms constitute all the terms and conditions agreed upon between you and MANIFOLD and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral. As noted above, other terms and conditions governing use of the Service are incorporated herein by reference, including the following terms and conditions: Additional Terms; the MANIFOLD Terms of Use; and the MANIFOLD Privacy Policy.

11.5. Assignment. Subscriber shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under these Terms without the MANIFOLD's prior written consent, which consent shall not unreasonably be withheld or delayed. MANIFOLD may assign or otherwise subcontract its obligations under these Terms at any time.