



Standard Piik I/O License Agreement ("PILA")

The Gist

Piik Insights Inc. ("Piik", "We" or "Us") owns and operates an online data analytics service ("Piik I/O") which You (the "Customer", "You", or "Your") use. If You use it, please use it responsibly.

For paid subscription accounts, you'll be charged on an annual basis. You can cancel anytime, but there are no refunds unless otherwise agreed.

You own the business data that you provide to Piik. We simply bring it together and host it in a data centre located in the country of your choice.

The Piik I/O License Agreement ("PILA"), the Piik I/O (as defined herein), and our prices can change at any time. We'll advise you 30 days in advance of any price changes. We'll try to advise you about major changes to PILA, but we make no guarantees. The most updated version of PILA is available online at <http://www.piikinsights.com/pila.pdf>.

That's the basic idea, but you must read through the entire below and agree with all the details before you use any of our services (whether or not You have created an account).

Your Agreement with Piik

Your use of the Piik I/O is governed by these terms of use (the "Terms"). The "Service" means the services Piik makes available and include our web sites piikinsights.com, clients.piikinsights.io, piik.io, our blog, our API, and any other software, sites, and services offered by Piik in connection with any of those.

In order to use the Service, You must first agree to the Terms. Your use of the Service is deemed as automatic and irrevocable acceptance of all of the Terms from that point onwards.

Piik may make changes to the Terms at any time and from time to time in its discretion. You may only reject the changes by cancelling Your account; no partial acceptance or rejection is permitted. You understand and agree that if You use the Service after the date on which the Terms have changed Your use will automatically be deemed as acceptance of the updated Terms, found on <http://www.piikinsights.com/PILA.pdf>, and as may be changed there from time to time.

If you have any question about the Terms, please contact us at legal@piikinsights.com.

Your Account

- You may not use the Service if You are a person barred from receiving the Service under the laws of Canada or any other countries, including, without limitation, the country in which You are resident, or from which You access or use the Service.
- You may not use the Service unless you are over the age of 18
- You must be a human; account created by automated methods are not permitted.

Use of the Service

- You must provide accurate and complete registration information any time You register to access or use the Service.
- You are solely responsible for the security of Your passwords and for any access or use of Your account.
- Your access or use of the Service must strictly comply with all applicable laws, regulations and ordinances (collectively, "Laws").
- You will not engage in or permit any act or omission that interferes with or disrupts the Service in any respect.
- Piik reserves the right to enforce quotas and usage limits (to any resources, including the API) at its sole discretion, without notice, and which may result in Piik disabling or suspending Your access or use of the Service permanently or for any amount of time.
- You may not allow multiple people to use the same account or otherwise access or use the Service in a manner intended to avoid incurring fees.

Service Policies and Privacy

The Service shall be subject to the privacy policy for the Service available at <http://www.piikinsights.com/privacy> (the "Privacy



Policy”), which are hereby expressly incorporated into the Terms of Service by reference and may be changed there from time to time without notice. You agree to the use of Your data and the Service in material accordance with the Privacy Policy. You understand and agree that if You access or use the Service after the date on which the Privacy Policy has been changed, Your use will automatically be deemed as acceptance of the updated Privacy Policy.

If you have any question about the Privacy Policy, please contact us at legal@piikinsights.com.

Fees for Use of the Service

Unless otherwise agreed to in writing:

- For all purchased resources and services, we will invoice you annually in advance.
- Payments are non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account.
- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies, or duties.
- You acknowledge and agree that any related billing and payment information that You provide to Piik may be shared by Piik with companies who work on Piik’s behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Piik and servicing Your account.
- Piik may change its fees and payment policies for the Service by notifying You at least ten (10) days before the beginning of the billing cycle in which such change will take effect.

Cancellation and Termination

- You must cancel Your account with no less than 60 days’ advance notice via email request sent to notices@piikinsights.com.
- You will not receive any refunds if You don’t use the resources, limit or discontinue use of the Service, or cancel Your account.
- You agree that Piik, in its sole discretion and for any or no reason, may terminate or suspend Your account. You agree that any termination of Your access to the Service may be without prior

notice, and You agree that Piik will not be liable to You or any third party for such termination.

Ideas and Feedback

You may choose to, or we may invite You to, submit comments or ideas about the Service, including but not limited to ideas about improving the Service or our products (“Ideas”). By submitting any Idea, You agree that Your disclosure is unsolicited and without restriction and will not place Piik under any fiduciary or other obligation, and that We are free to use the Idea without any compensation to You, and/or to disclose or transfer the Idea on a non-confidential basis or otherwise to anyone in our discretion.

Modification of the Service

- You acknowledge and agree that the Service may change or be modified from time to time without prior notice to You.
- Changes include, without limitation, changes to fee and payment policies, security patches, added or removed functionality, and other upgrades, enhancements or restrictions.
- Piik shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

External Resources

The Service may include hyperlinks to other web sites or content or resources or email content. You acknowledge and agree that Piik is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

License from Piik and Restrictions

All of the content available on or through the Service, including without limitation, text, photographs, graphics, logos, trade/service marks, and/or audiovisual content, is owned and/or licensed or otherwise controlled by Piik, or other licensors or Service users and is protected, as applicable, by copyright, trademark, trade dress, patent, and trade secret laws, other proprietary rights, and international treaties. You acknowledge that the Service and any underlying technology or software used in connection with the Service contain our proprietary information.



Subject to and conditioned upon Your compliance with these Terms and any other agreement with Piik, we grant to you a personal, worldwide, royalty-free, non-assignable, non-transferrable, non-sublicenseable and non-exclusive license solely to use the Service during the Term, subject to early termination in accordance with the provisions of this PILA. This PILA is for the sole purpose of enabling You to use the Service as provided by Piik, in the manner permitted by the Terms.

You may not (and You may not permit anyone else to copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless You have been specifically permitted by Piik, in writing (e.g., through an open source software license);

Open source software licenses for components of the Service released under an open source license constitute separate written agreements. To the limited extent that the open source software licenses expressly supersede these Terms, the open source licenses govern Your agreement with Piik for the use of the components of the Service released under an open source license.

You may not use the Service in any manner that could damage, disable, overburden or impair our servers or networks, or interfere with any other users' use or enjoyment of the Service.

You may not attempt to gain unauthorized access to any of the Service, customer accounts, or computer systems or networks, through hacking, password mining or any other means.

Without limiting anything else contained herein, You agree that You shall not (and You shall not to allow any third party to):

- remove any notices of copyright, trademark or other proprietary rights contained in/on or accessible through the Service or in any content or other material obtained via the Service;
- use any robot, spider, website search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Service;
- reformat or frame any portion of the web pages that are part of the Service;
- use the Service for commercial purposes not permitted under these Terms;
- create user accounts by automated means or under false or fraudulent pretenses;

- attempt to defeat any security or verification measure or mechanism involving or related to the Service;
- provide or use tracking or monitoring functionality in connection with the Service, including, without limitation, to identify other users' actions or activities;
- impersonate or attempt to impersonate Piik or any employee, contractor or associate of Piik, or any other person or entity; or
- collect or store personal data about other users, alone or in connection with the prohibited activities described in this paragraph.

Our Copyright Dispute Policy

Piik respects the intellectual property of others and requires that our users do the same. It is our policy to terminate the license of serious or repeat infringers. If You believe that material or content residing on or accessible through the Service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Copyright Agent listed below:

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the claimed infringing material and information reasonably sufficient to permit Us to locate the material on the Service (providing the URL(s) of the claimed infringing material satisfies this requirement);
- information reasonably sufficient to permit Us to contact You, such as an address, telephone number, and an email address;
- a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by You that the above information in Your notification is accurate and that You are the copyright owner or are authorized to act on the copyright owner's behalf; and your physical or electronic signature.
- Piik's Designated Copyright Agent for notification of claimed infringement can be reached at Piik Insights Inc., Attn: Copyright Infringement, 55 Village Centre Place, Mississauga, Ontario, Canada L4Z 1V9.



Links to Other Websites

The Service may contain advertisements and/or links to other websites ("Third Party Sites"). Piik does not endorse, sanction or verify the accuracy or ownership of the information contained in/on any Third Party Site or any products or services advertised, distributed or sold on Third Party Sites. If You decide to leave the Site and navigate to Third Party Sites, or install any software or download content from any such Third Party Sites, You do so at Your own risk. Once You access a Third Party Site through a link on Our Site, You may no longer be protected by these Terms of Service and You may be subject to the terms and conditions of such Third Party Site. You should review the applicable policies, including privacy and data gathering practices, of any Third Party Site to which You navigate from the Site, or relating to any software You use or install from a Third Party Site. Concerns regarding a Third Party Site should be directed to the Third Party Site itself. Piik bears no responsibility for any action or omission associated with any Third Party Site.

Disclaimer of Warranties

IF YOU ACCESS THE SERVICE, YOU DO SO AT YOUR OWN RISK. WE PROVIDE THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICE IS MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE DO NOT WARRANT OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY ANY OTHER USERS OF THE SERVICE OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PIIK MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE BY OR THROUGH THE SERVICE OR ANY SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. PIIK DOES NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR-FREE, THAT ERRORS IN THE SERVICE WILL BE FIXED, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICE OR SOFTWARE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS. UNDER NO CIRCUMSTANCES WILL PIIK, ANY OF OUR SUBSIDIARIES, AFFILIATES,

DISTRIBUTORS, PARTNERS, LICENSORS, AND/OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICE.

Limitations on Liability

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS THE CANCELLATION OF YOUR REGISTRATION. IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION, EXCEED THE LESSER OF: (A) THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID TO UTILIZE THE SERVICE THAT RELATES TO THREE MONTHS IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE, OR (B) ONE HUNDRED CANADIAN DOLLARS (C\$100). IN NO EVENT SHALL WE BE LIABLE TO YOU (OR TO ANY THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY BODILY INJURY, EMOTIONAL DISTRESS, DEATH OR ANY OTHER DAMAGES ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, WHETHER ON-LINE OR OFF-LINE, OR OTHERWISE IN CONNECTION WITH THE SERVICE. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, ANY OTHER COMMERCIAL DAMAGES OR LOSSES, OR ANY PERSONAL INJURY OR PROPERTY DAMAGES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Indemnification

You agree to hold harmless and indemnify Piik and its subsidiaries, affiliates, and their respective directors, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any and all third party claim due to, arising from or in any way related to (a) Your breach of the Terms or the Privacy Policy, (b) Your use of the Service, or (c) Your violation of applicable Laws, rules or regulations in connection with the Service, including any liability or expense due to or arising from all



claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees and expenses, of every kind and nature. In such a case, Piik will endeavor to provide You with written notice of such claim, suit or action, but the failure or delay in providing such notice shall not be deemed a waiver or limitation on any right of Piik hereunder or under applicable Laws.

Choice of Law and Exclusive Forum for Dispute Resolution; Waiver of Jury Trial

The Terms of Service shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the Province of Ontario as applied to contracts made and performed entirely within Ontario, without giving effect to any conflicts of law statutes or rules. The Terms of Service and Privacy Policy shall not be governed by any U.N. Convention on the International Sale of Goods. Any controversy, dispute or claim arising out of or related to the Terms, the Privacy Policy or the Service shall be exclusively settled by final and binding arbitration to be conducted by an arbitration tribunal of the Canadian Arbitration Association in accordance with its arbitration rules, and the arbitration shall be conducted in the English language in Toronto, Canada. You agree to be bound by the results of such arbitration and such results may be confirmed in the courts of any nation having jurisdiction. Without limiting the foregoing, any controversy, dispute or claim that You may have with Piik shall be resolved individually, without resort to any form of class action. WITHOUT LIMITING THE FOREGOING, YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING, UNDER OR ARISING OUT OF THE SERVICES, THE TERMS OF SERVICE AND THE PRIVACY POLICY.

General Legal Terms

The Terms, including the Privacy Policy, constitute the whole legal agreement between You and Piik and govern Your use of the Service and completely replace any prior agreements, understandings or discussions between You and Piik in relation to the Service.

If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a

manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

The failure of Piik to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

You agree that if Piik does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Piik has the benefit of under any applicable law), this will not be taken to be a waiver or limitation of Piik's rights and remedies and that those rights and remedies will still be and remain fully available to Piik.

Notwithstanding anything in these Terms of Service to the contrary, Piik shall not be liable for failing or delaying performance of its obligations resulting from any act, omission or condition beyond its reasonable control including, but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, hacking, Internet disturbances, or acts or omissions of any internet service or telecommunication providers.

Piik has the right in its discretion at any time and from time to time and without notice to You to subcontract or assign this PILA, and any of its rights or obligations hereunder, to any parent, subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of equity or asset of Piik to another entity or entities in one or more transactions.

You and Piik are independent contractors and nothing in these Terms of Service creates a partnership, joint venture or agency relationship between You and Piik.

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