



**FLAGSHIP SOFTWARE LTD.
SAAS SERVICE AGREEMENT AND LIMITED PRODUCT WARRANTY**

Carefully read the following terms and conditions. By using Flagship’s Software as a Service (the “SaaS Services”), you are indicating your acceptance of these terms and conditions. If you do not agree with these terms and conditions, you may not use the SaaS Services.

This is a legal agreement (this “Agreement”) between the end user (“You”) and Flagship Software Ltd. (“Flagship”). This Agreement and SaaS Services are part of a package (the “Package”) that also includes, as applicable, online accessible software (the “Software”) provided and certain written materials (the “Documentation”). Any patch, update, upgrade, modification, or other enhancement provided by Flagship with respect to the SaaS Services, Software or Documentation as part of the Package, shall be included within the meanings of the terms, for the purposes of this Agreement, except to the extent expressly provided below.

The SaaS Services, Software and Documentation, including code, appearance, structure, and organizations, are proprietary products of Flagship and are protected by copyright and other laws. Title to the SaaS Services, Software and Documentation, or any copy, modification or merged portion of the Software shall at all times remain with Flagship.

The SaaS Services and Software contains data copied under license from Canada Post Corporation. The Canada Post Corporation file(s) from which this data was copied are indicated on the main screen of the SaaS Services and Software.

SCOPE OF SAAS SERVICES:

Flagship will provide the SaaS Services, including access to the Software, based on the number of record processing transactions purchased (the “Transactions”). Transactions must be purchased in advance and expire one year after purchase. You will be responsible for payment of all applicable taxes or similar charges relating to your purchase of Transactions.

Unless separately purchased, the SaaS Services and Transactions do not include any training or support by Flagship.

LIMITED LICENSE:

You are entitled to use the SaaS Services and operate the Software for your own business use, but may not sell, provide access to unauthorized users, or transfer reproductions of the SaaS Services, Software or Documentation to other parties in any way.

RESTRICTIONS AND RESPONSIBILITIES:

You may not cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, dissemination or other distribution of the SaaS Services, Software or the Documentation by any means or in any form without the prior written consent of Flagship. You may not modify, enhance, supplement, create derivative work from, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the SaaS Services or Software to human readable form, except to the extent the foregoing restriction is expressly prohibited under applicable law.

You may also not cause or permit anyone to: (i) make the SaaS Services available to any person other than authorized users, (ii) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation, or (iii) access the SaaS Services or use the Documentation in order to build a similar product or competitive product.

You agree to comply with all applicable local, state, national and foreign laws in connection with your use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. You agree that Flagship exercises no control over the content of the information transmitted by you or any authorized users through the SaaS Services. You agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

You agree to (a) notify Flagship immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to Flagship immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by you or any authorized user, and (c) not provide false identity information to gain access to or use the SaaS Services.

LIMITED WARRANTY AND LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, and except as specifically stated in this Agreement, the SaaS Services and Software are provided and licensed “as is” without any further warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Flagship warrants that the Software will substantially perform the functions or generally conform to the SaaS Services and Software’s specifications published by Flagship and included in this Package under normal use for a period of ninety (90) days from the date of delivery to you.

Flagship does not warrant that the functions contained in the SaaS Services or Software will meet your requirements or that the operation of the SaaS Services or Software will be entirely error free or appear precisely as described in the Documentation, or that Flagship will correct all SaaS Services or Software errors.

You acknowledge that Flagship does not control the transfer of data over communications facilities, including the internet, and that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. This section sets forth

the sole and exclusive warranty given by Flagship (express or implied) with respect to the subject matter of this Agreement. Neither Flagship nor any of its licensors or other suppliers warrant or guarantee that the operation of the SaaS Services or Software will be uninterrupted, virus-free or error-free, nor shall Flagship or any of its service providers be liable for unauthorized alteration, theft or destruction of your or any user's data, files, or programs.

Flagship's entire liability and your exclusive remedy for breach of this limited warranty shall be as provided in this section.

You agree and acknowledge that you are solely responsible for the determination of how to use the SaaS Services and/or the Software and its appropriateness for any intended usage. Furthermore, you agree to be solely responsible for the results achieved from the use of the SaaS Services and/or the Software.

To the maximum extent permitted by applicable law, Flagship shall not be liable for special, incidental, consequential, exemplary or other indirect damages, even if Flagship is advised or is aware of the possibility of such damages. In no event shall the Flagship's liability exceed the purchase price of the package.

INDEMNITY:

You agree to fully indemnify and defend Flagship and any licensor, supplier, re-seller or other representative of Flagship, at your own expense, against any claims from third parties: 1) resulting from your use of the SaaS Services or Software; or 2) arising from you or your authorized user's failure to comply with the terms of this Agreement. For any such claims, you agree to fully defend Flagship and its directors, officers and employees against the claim at your own expense and you agree to pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement, to the extent arising from the claim.

COLLECTION OF DATA:

You hereby acknowledge and agree that Flagship's provision of SaaS Services and processing of Transactions may require Flagship to process, transmit and/or store personal or address data such as that relating to you, your employees, customers or affiliates ("Transaction Data"). By submitting Transaction Data to Flagship, you agree that Flagship and its authorized third-party suppliers may process, transmit and/or store Transaction Data only to the extent necessary for, and for the sole purpose of, enabling Flagship to perform its obligations to under this Agreement, which may include data processing, data migration, maintenance or troubleshooting services. You agree to obtain all necessary consents and make all necessary disclosures before providing any Transaction Data to Flagship. You are solely responsible for determining the purposes and means of processing Transaction Data by Flagship under this Agreement, including that such processing according to your instructions will not place Flagship in breach of applicable data protection laws. Prior to processing, you will inform Flagship of any special categories of data contained within the Transaction Data and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions. You are responsible for ensuring that the Software and SaaS Services meets such restrictions or special requirements prior to providing the Transaction Data to Flagship for

processing. Flagship will process any Transaction Data that meets the requirements set forth in this Section according to the terms of this Agreement.

Any Transaction Data that you provide to Flagship or results of Transactions will be maintained on Flagship's servers for a period of seven (7) days if results files have been downloaded or thirty (30) days if results files have not been downloaded, after which it will be permanently deleted. You are responsible for securing and downloading any Transaction Data or results of Transactions that you wish to keep beyond this period.

You further acknowledge and agree that payment for Transactions may be processed by a Flagship-authorized, PCI compliant third-party payment processor, and that such third-party payment processor may be granted temporary access to your financial, including credit card information, for the purposes of facilitating your purchase of a Transaction.

GENERAL:

This Agreement constitutes the entire understanding between Flagship and you with respect to subject matter hereof. Any change to this Agreement must be in writing, signed by Flagship and you. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement shall not become part of this Agreement unless specifically accepted by Flagship in writing.

You acknowledge that the SaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Flagship's ability to provide the SaaS Services, Software or other technology, including any features or functionality first developed for you, to other parties.

No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

Flagship will be excused from performance of the SaaS Services for any period during which Flagship is prevented from performance, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, disease, communication line failures, and power failures.

This Agreement will terminate one year from the expiry of the last purchased Transaction. However, the Restrictions and Responsibilities, Limited Warranty and Limitation of Liability, and Indemnity sections of this Agreement shall survive any expiration or termination of this Agreement.

If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

This Agreement shall be governed by, and any arbitration hereunder shall apply, the laws of the Province of Ontario, Canada.

Notwithstanding anything contained in the foregoing Paragraph to the contrary, Flagship shall have the right to institute judicial proceedings against you or anyone acting by, through or under you, in order to enforce Flagship's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief. For the purposes of this Paragraph, both parties shall submit to the jurisdiction of, and waive any objection to the venue of, the courts of the Province of Ontario, Canada.

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