

END USER LICENSE AGREEMENT (“EULA”) FOR INTACT PLATFORM MOBILE APP FOR AUDITORS

This is a legally binding agreement and we urge you to read it carefully. Capitalized terms have the meanings given to them herein or in the Master Subscription and Service Agreement (“MSA”). By either clicking “Accept”, installing or using the INTACT Platform Mobile App for Auditors application and/or any updates to such application (collectively, the “Application”) provided by or on behalf of Intact GmbH and/or its affiliates (collectively, “Intact”), you, as the user of the Application (“You” or “Your”) either:

- (i) agree to the terms in this EULA on behalf of the Intact customer with which you are employed, affiliated or associated (“Customer”) and represent that You have authority to bind the Customer to these terms, and represent that You are an Authorized User under the MSA between Intact and Customer. All such users are “Customer Users” hereunder and this End User License Agreement constitutes a supplement to the Order Form for such Customer Users. If You do not have such authority or are not an Authorized User, You may only install or use the Application as a Demo User; or
- (ii) agree to the terms in this EULA for all other users (each a “Demo User”).

1 GENERAL TERMS AND CONDITIONS

This EULA is currently in revision 01 and was last updated on 26th February 2020. It is effective between You and Intact as of the date You first download, install or use the Application, whichever is earliest. Intact reserves the right to modify this EULA at any time and for any reason. In case material changes to this EULA have been made by Intact You will receive a notification within the Application. Notwithstanding the foregoing, You are responsible for reading and complying with any amended version of this EULA made available online at intactconsult.sharepoint.com/:b:/s/Legal/EUMZpy55pMZLI6pDuWZIV4cB0ISeVsYkxOiiRNhif3ynIA?e=r76pe2 before such revision is made available by Intact within the Application. Your continued use of the Application after Intact publishes a new revision or notifies about changes to this EULA indicates Your consent to the updated terms.

Intact is providing the Application to Customer Users in order to access the INTACT Platform through an Android, iOS/iPadOS or Windows mobile device. Therefore, You must have a valid and active account for the INTACT Platform, an administrator who manages the Customer Users has to grant You access to the Application, and You must use that account to log in.

The Application allows You to connect to multiple instances of the INTACT Platform each requiring an own account and password or - in case single sign-on (SSO) is used – valid access.

Customer Data may be transferred to and from the respective technical infrastructure systems that support the Application. During each such transfer, Customer Data is proxied through the Application’s servers operated by a third-party provider, including but not limited to Microsoft Azure. To the extent you use the

Application to send SMS messages or make cellular voice calls, you may be subject to standard text messaging rates or other carrier charges.

If You are using the Application as a Demo User, no account to test the Application is required but You are only given sampling data to play with. None of any data entered, uploaded or linked is stored by Intact but on the mobile device instead.

Since Intact is distributing the Application through Google LLC (“Google”) Play Store, through Apple Inc. (“Apple”) App Store or through Microsoft Corporation (“Microsoft”) Store, You acknowledge, that Google, Apple or Microsoft may, at any time and without notice, restrict, interrupt, delete or prevent use of the Application or require Intact to do so. You or the Customer are not entitled to any refund, compensation or credit from Intact or any of Intact’s affiliates for the foregoing.

This EULA is between You and Intact only, and not with Google, Apple or Microsoft. Intact is solely responsible for the Application.

“**Supported Device**” is a combination of an Apple, Android or Windows device model and relevant iOS/iPadOS, Android or Windows software version(s) that is supported by the Application and is neither jailbroken (for iOS/iPadOS) nor rooted (for Android).

2 LICENSE GRANT

The Application, including software embedded in the Application, is licensed, not sold, to You by Intact only under the terms of this EULA, and Intact reserves all rights not expressly granted to You. Intact does not own the media or device on which the Application is recorded or stored, but Intact and its licensors retain ownership of the Application itself.

This EULA allows You to use the Application on any Supported Device and on no other devices, except as otherwise set forth in section 9. The Application is available only for Supported Devices and may not be available for all devices.

You may not distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise make the Application available. With respect to updates to the Application that Intact may make available for download, this EULA allows You to download such Application updates to update or restore the Application on any Supported Device.

3 ACCEPTABLE USE

You agree that You will not use or encourage others to use the Application or the INTACT Platform as accessed through the Application in a way that could harm or impair others' use of the Application or the INTACT Platform. Your use of the INTACT Platform and the Application is governed by the Acceptable Use Policy made available online at

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You also agree not to violate the usage limits or controls set forth by: (a) the App Store Terms of Service, for iOS users accessing the Application on an Apple product, (b) Google Play Terms of Service for Android users accessing the Application on an Android product, or (c) Microsoft Store Terms of use and sale for Windows users accessing the Application on a Windows product.

4 PRIVACY

In order to operate and provide the INTACT Platform and the Application, Intact may collect certain information about You, including technical and telemetry data related to Your use of the Application. We use third-party service providers to help us collect and analyze this data, including, but not limited to, Azure Application Insights.

For information about how we collect, use, share or otherwise process information, please see our privacy policy at intact-systems.com/privacy-policy, as may be amended from time to time.

5 USE OF DATA

The Application may obtain information from, or access data stored on, a Supported Device in order to provide and improve the Application and related products. The Application may provide Intact with information related to your use of the Application, information regarding your computer system, and information regarding your interaction with the Application, which Intact may use to provide and improve the Application and related

products. The Application's access to information through your or the Customer's device does not cause that information to be Customer Data under the MSA.

6 CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION

By downloading the Application, You authorize Intact to send You (including via email and push notifications) information regarding the Services and the Application, such as: (a) notices about Your use of the Services and the Application, including notices of violations of use; (b) updates to the Services and Application and new features or products; and (c) promotional information and materials regarding Intact's products and services. You can review Your account notification settings and adjust Your messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging in the settings of the Application.

7 SERVICE LEVEL AGREEMENT

Any service level agreement in effect between the Customer and Intact shall not apply to the Application.

8 NO INCLUDED MAINTENANCE AND SUPPORT

Intact may deploy changes, updates, or enhancements to the Application at any time. Intact may provide maintenance and support for the Application but has no obligation whatsoever to furnish such services to You and may terminate such services at any time without notice. You acknowledge that neither Apple (for iOS/iPadOS Application) nor Google (for Android Application) nor Microsoft (for Windows Application) has an obligation to furnish any maintenance or support services in connection with the Application.

9 NO WARRANTIES

YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INTACT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

The Application is only available for Supported Devices and might not work on every device. Determining whether Your device is a supported or compatible device for use of the Application is solely Your responsibility, and downloading the Application is done at Your own risk. Intact does not represent or warrant that the Application and Your device are compatible or that the Application will work on Your device.

9.1 iOS/iPadOS Application

In the event of Intact's failure to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Application. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE APPLICATION, AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

9.2 Android Application

GOOGLE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10 SUSPENSION AND TERMINATION OF SERVICES

Intact reserves the right to suspend or terminate Your access to the Application at any time based on the status of Your Subscription for Customer Users or You being a Demo User. You understand that if Your access is suspended or terminated, You may no longer have access to the content that is stored within the Services.

Furthermore, Intact may do any of the following at any time, with or without notice or cause, and without any liability to You:

- (i) change, suspend, or terminate any features or functionality on the Application;
- (ii) impose limits on certain features or functionality on the Application; or
- (iii) terminate this EULA.

Upon any such termination or expiration, You shall no longer be permitted to use the Application, and shall delete or destroy all copies of the Application in your possession.

Modification, suspension, or termination of the Application or this EULA shall not entitle You to any refund, credit, or other compensation from Intact under this agreement or any other agreement or from any third-party.

11 INTELLECTUAL PROPERTY RIGHTS

In the event of a third-party claim that the Application, or Your possession and use of the Application, infringes third party's intellectual property rights, Intact will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

12 LEGAL COMPLIANCE

You represent and warrant that: (a) You are not located in a country that is subject to a United States Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the United States Code of Federal Regulations; (b) You are not located in a country that has been designated by the United States Government as a "terrorist supporting" country; and (c) You are not listed on any U.S. Government list of prohibited or restricted parties. You further agree not to transport the Application to or use the Application in any such country.

13 GOVERNING LAW

For Customer Users, this EULA shall be governed by and construed in accordance with the laws defined in the MSA and applicable to You based on the Intact entity named on the Order Form. For Demo User, this EULA is governed by the laws of Austria, excluding choice of law principles. You expressly agree that the exclusive jurisdiction for any claim or dispute under this EULA and/or Your use of the Application resides in the courts located in Graz, Austria, and You further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. If it turns out that a particular provision in these terms is not enforceable, that will not affect any other provision.

14 CONTACT INFORMATION

If You have any questions regarding this EULA, please contact Intact by email at legal@intact-systems.com or by mail at Intact GmbH, Parkring 6, 8403 Lebring, Austria.

15 THIRD-PARTY BENEFICIARIES

This EULA is executed between You and Intact and not between You and any other party, including Google, Apple or Microsoft. You agree that any claims brought by You arising out of this EULA or Your use of the Application will not be made against Google, Apple or Microsoft, as applicable. Notwithstanding the foregoing, upon Your acceptance of this EULA, You allow Google, Apple or Microsoft, as applicable, to enforce this EULA against You as a third-party beneficiary thereof. Intact is not responsible for any applicable third-party agreement between You and any third-party, including your wireless/network provider.