

## TEAMWORKS TERMS & CONDITIONS

### IMPORTANT

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- 4. Warranty Disclaimer. YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE SOFTWARE AND ANY RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. BIOCONNECT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY (WHERE PERMITTED BY LAW), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. BIOCONNECT PROVIDES NO WARRANTY THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SOFTWARE OR ANY SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BIOCONNECT OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OTHER THAN AS SET OUT HEREIN.**
- 5. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL BIOCONNECT, OR ITS AFFILIATES, PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, CONTRACTORS OR RELATED ORGANIZATIONS, BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE TYPE OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BIOCONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In no event shall BioConnect's total liability to you for all damages exceed the amount of fifty dollars (\$50.00). The foregoing limitation will apply even if the above stated remedy fails of its essential purpose. The parties agree that the foregoing limitations represent a reasonable allocation of risk under this agreement.

- 6. Free Trial and Payments.** You agree to make the monthly fees (the “TeamWorks Fee”) as set out in your “Payment Confirmation email” when you subscribe to the Software. The TeamWorks Fee is based on the number of active users in your TeamWorks account at the end of each 30-day period. If you take part in any free trial of the Software, such free trial is for 30 days and begins when the first user activates your TeamWorks account (the “Activation Date”). Anytime up to 30 days after the “Activation Date” you may begin paying the TeamWorks Fee. This will Activate your paid account and generate a new Activation Date for payment purposes. Payments will be made on the monthly recurring date of the Activation Date. All payments are non-refundable and subject to sales taxes as imposed by law. BioConnect may increase its TeamWorks Fee at any time upon 60 days’ notice to you (which notice shall be completed by email to the email address associated with your TeamWorks account or by posting same on the [www.teamworks.cloud](http://www.teamworks.cloud) website). BioConnect uses Stripe Payments Canada, Ltd. for processing all credit card payments and does not store any customer credit card information. All overdue payments accrue interest at 1% per month.
- 7. License Term.** Your license to the Software starts on the Activation Date and lasts only for so long as you are either using the Software pursuant to a BioConnect-approved free trial or you continue to make the required payments to BioConnect (such period being the “License Term”). Any user with Payroll Admin or Owner Credentials can terminate service at any time but will be charged for the remainder of the existing payment period. BioConnect may immediately terminate or suspend your password, account and access to or use of the Software if you fail to pay BioConnect the TeamWorks Fee or any other amount owing to BioConnect, or if you breach this agreement. Any suspension or termination by BioConnect shall not excuse you from your obligation to make payments under this agreement. You agree that BioConnect has no obligation to retain Your Data and that Your Data may be irretrievably deleted 60 days following the end of the License Term. During such 60-day period, at your request, BioConnect may permit you to access the Software solely to the extent necessary for you to retrieve a file of Your Data saved therein.
- 8. Export Controls.** The Software is subject to the export control laws of Canada, the United States and applicable export and import control laws of other countries. Customer agrees to comply with and use the Software in a manner consistent with such applicable laws. All rights to use the Software are granted on condition that such rights are forfeited if customer fails to comply with this agreement.
- 9. Consent Regarding Personal Information.** Customer acknowledges that through the use of the Software, BioConnect may receive access to personal information about Customer’s employees, contractors and others. BioConnect agrees to use and disclose such personal information only to provide to Customer the services set out hereunder. Customer acknowledges that it is the collector of the personal information and remains responsible for obtaining appropriate consent, collecting, using and disclosing the personal information only as permitted and adequately notifying all persons whose personal information may be included, the particulars of the use and disclosure thereof. Customer acknowledges that BioConnect is not the collector of any personal information in relation to Customer’s employees, contractors or others and BioConnect shall have no liability or responsibility in relation thereto. Since the Software is a cloud application that may be stored on server(s) outside of Canada and anywhere worldwide, Customer represents that it will have obtained appropriate consent for personal information to be transferred outside of Canada for processing and storage, acknowledging that it will

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**10. General Provisions.** Customer may not assign or transfer the license granted hereunder or this agreement. BioConnect may freely transfer this agreement. This agreement is governed by the laws of the Province of Ontario, Canada. The parties irrevocably consent to the jurisdiction of the Federal and provincial courts in Ontario, to the exclusion of all other courts. If this product was acquired outside of Canada, then local law may apply. BioConnect has the right to audit your compliance with this agreement and, in addition to any other rights, to immediately terminate your use of the Software if an audit shows that you are in breach of any of the terms of this agreement. The failure of BioConnect to enforce any of the provisions of this agreement shall not be construed as a waiver of any provisions hereunder nor shall any such failure prejudice BioConnect's right to take any action to enforce any provisions. If any provision of this agreement is held to be invalid, illegal or unenforceable, the remaining provisions will not be affected and such provision shall be interpreted as to best accomplish the intent of the parties within the limits of applicable law. This agreement may only be amended or supplemented in a writing that refers explicitly to this agreement and that is signed by duly authorized representatives of customer and BioConnect. Provisions of this agreement which by their nature are intended to survive the termination or expiration of this agreement shall so survive, including terms relating to limitation of liability, indemnities and payment. Except for actions for nonpayment or breach of BioConnect's proprietary rights, no action relating to this agreement may be brought by either party more than 2 years after the cause of action has accrued.