

## **INTERNAL CONTROL POLICYPRO SOFTWARE (“Software”) END USER LICENCE AGREEMENT**

**THIS SOFTWARE END USER LICENCE AGREEMENT APPLIES TO ANY AND ALL SOFTWARE THAT ARE PART OF THE INTERNAL CONTROL LIBRARY: FINANCE AND ACCOUNTING POLICYPRO; OPERATIONS AND MARKETING POLICY, INFORMATION TECHNOLOGY POLICYPRO; NOT-FOR-PROFIT POLICYPRO.**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OR ALL INTERNAL CONTROL POLICYPRO SOFTWARE.**

**IMPORTANT: THIS SOFTWARE END USER LICENCE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF ACQUIRED BY OR FOR AN ENTITY, A SINGLE LEGAL ENTITY) AND FIRST REFERENCE. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THIS SOFTWARE. IT PROVIDES A LICENCE TO USE THIS SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY DOWNLOADING OR INSTALLING THE SOFTWARE YOU ARE INDICATING YOUR ASSENT TO THE TERMS OF THIS LICENCE. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS, DO NOT DOWNLOAD OR INSTALL THE SOFTWARE OR DISCONTINUE USE IMMEDIATELY AND DESTROY ALL COPIES.**

**IF YOU DO NOT AGREE TO BE UNCONDITIONALLY BOUND BY THE TERMS AND PROVISIONS OF THIS AGREEMENT, PLEASE CLICK "DO NOT ACCEPT", YOU WILL NOT BE ABLE TO PROCEED WITH INSTALLATION.**

**NOTICE: THE SOFTWARE MAY CONTAIN A "TIME OUT" FEATURE THAT WILL RENDER THE SOFTWARE INOPERATIVE AT THE END OF THE TERM (AS DEFINED BELOW).**

### **END USER SOFTWARE LICENCE AGREEMENT**

#### **1. Licence Grants**

##### **1.1. Grant of Licence: Trial Period Licence**

a) You may download and use the Software for free after installation during the trial period ("Trial Period"). During the trial period, First Reference, subject to the terms and conditions of this Agreement, hereby grants to you a non-exclusive and non-transferable licence, to use the Software only in executable or object code form solely for evaluation purposes. This licence authorizes you to use the Software on or in conjunction with up to the number of computers specified by your trial order for the Software.

b) The evaluation copy of the Software contains a feature that will automatically disable the Software at the end of Trial Period. First Reference will have no liability to you if this feature disables the Software.

c) In the event that you do not pay the licence fee at the end of the trial period, the trial period will expire, the present licence under the trial period will be immediately terminated, and you will no longer be entitled to use the software. The software will automatically be inoperative, with the exception of whatever limited functionality First Reference may continue to permit you to access.

## **1.2. Grant of Licence: Licence After Trial Period**

a) The software is licenced, not sold. During the trial period, you have the option of paying a licence fee in order to use the Software after the expiration of the Trial Period. Upon payment of the licence fee, First Reference, subject to the terms and conditions of this Agreement, provides you with a permanent product key and hereby grants you a non-exclusive and non-transferable licence to use the Software only in executable or object code form solely for your internal business purposes. Activation of the software may only be completed with the software product key. This is a unique 12-character code provided after the payment for the software. Each software product key is linked to a specific downloaded version, and may be used for one installation only.

b) This licence authorizes you to use the Software on or in conjunction with up to (i) the number of computers specified by your order for the Software in downloadable format, or (ii) in the case of Software purchased through a CD or other physical medium, the number specified on the Software package, or (iii) if you received the Software in combination with other hardware or software, solely in conjunction with such other hardware or software.

c) This licence authorizes you to use the Software on a named user basis, meaning, a specific individual designated by a legal entity (business), called a primary user who is authorized to download, install, obtain the product key, obtain support, updates and upgrades services to access and use the Software. The total number of primary users may not exceed the total number licenced by you.

d) A separate licence is required for each additional concurrent user and/or network on which the Software is used.

e) Certain rights are not granted under this Agreement, but may be available under a separate agreement. If you would like to enter into a distribution/reseller agreement contact First Reference at [publisher@firstreference.com](mailto:publisher@firstreference.com).

## **2. Licence Restrictions and Limitations**

2.1. The number of companies you may create and manage with the one licence to the software is limited by First Reference. However, the ability to create and manage additional companies may be purchased by contacting First Reference.

2.2. You may not use the software on a network unless each computer on which the software is installed has its own original copy of, and licence for the software.

2.3. The grant of this licence permits the creation of one (1) backup copy solely to protect against loss or for archiving purposes. Any such backup copy is subject to the same terms and conditions as the original download of the software, and does not entail duplicate rights.

2.4. This agreement to use the software is effective until termination of your licence. Upon termination of your licence, the software program will cease to function partially. You may continue to use the software without losing any of your data, but will no longer receive updates, upgrades, support services and compliance-related information.

2.5. The software is licenced to you alone. You shall not, and shall not permit any third party to, (i) duplicate the Software for any purpose other than as reasonably necessary to use the same

as contemplated by this Agreement and for off-line archival and disaster recovery purposes, (ii) except for temporary transfer in the event of computer malfunction, install the Software on a second computer, (iii) use any product key supplied by First Reference in connection with more than one (1) copy of the Software at any time, (iv) disclose any product key to any party other than First Reference or, as required to obtain support services in respect of the Software, First References' designated representatives, (v) publish the Software or any product key or use the same other than for the purposes described in this Section of this Agreement, (vi) except as expressly authorized by law, reverse engineer, disassemble, decompile, translate, reconstruct, transform or extract the Software or any portion of the Software, (vii) except as expressly authorized by law, change, modify or otherwise alter the Software (including without limitation any related malware signatures and malware detection routines), (viii) transfer, pledge, rent, share or sublicense the Software other than in connection with the sale, lease, rental or other transfer of the computer on which it is initially installed, (ix) grant any third party access to or use of the Software on a service bureau, timesharing, subscription service or application service provider or other similar basis, or (x) defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third party in defeating or circumventing controls on the installation or use of copies of the Software.

2.6. You may not provide or make available by any means the Product Key to any third party. You undertake to take such steps as are necessary in order to protect the Product Key against unauthorized use.

### **3. Updates and Upgrades**

3.1. First Reference, from time to time during the Term, may provide updates and upgrades to the Software. You must be a valid licenced user of the software to obtain access to updates and upgrades. Updates and upgrades will be deemed Software for all purposes under this Agreement. You acknowledge that you must routinely download and permit installation of updates and upgrades in order to obtain maximum benefit from the Software. In no event shall First Reference be obligated to provide you with updates and upgrades following the expiration or termination of this Agreement, and in its sole discretion may terminate updates and upgrades for any version of the Software other than the most current version, or for use of Software in connection with versions of any third party operating systems, email programs, browser programs and other software other than the most current version.

### **4. Support Services**

4.1. First Reference may provide to Customer, at no additional charge, technical support for the Software. Technical support only covers issues or questions resulting directly out of the operation of the Software and First Reference will not provide you with generic consultation, assistance, or advice under any circumstances (e.g. third party software, legal advice).

4.2. Such technical support shall be limited to email and telephone support between the hours of 9 a.m. and 5 p.m., eastern standard time, Monday through Friday, excluding statutory holidays, to assist Customer in using the Software and the correction of any defects in the Software which cause the Software not to perform the functions described in the Software documentation delivered therewith to Customer by First Reference. Any supplemental software code provided to you as part of the support services shall be considered part of the software and subject to the terms and conditions of this agreement. With respect to technical information you provide to First Reference as part of the support services, First Reference may use such information for its business purposes, including for product support and development. First Reference will not utilize such technical information in a form that personally identifies you.

4.3. First Reference will use its best efforts to provide you with technical support within forty-eight (48) business hours of your request. Please check our website to find our latest contact information.

### **5. Customer Comments**

5.1. First Reference welcomes your comments concerning the Software, including notice that you have experienced a Software failure, error or other malfunction and suggestions for additional or different features and functions. Please email your comments and suggestions to [info@firstreference.com](mailto:info@firstreference.com). First Reference shall have no obligation to respond or act on to any such comments or suggestions, but you grant First Reference a perpetual, irrevocable, fully paid-up, royalty-free, worldwide right and licence under your intellectual property rights (if any) to implement your comments and suggestions in the Software and other products and services offered by First Reference, its affiliates, and their respective licensors, licencees, successors and assigns.

### **6. Ownership and Intellectual Property Rights**

6.1. This Agreement gives you limited rights to use the Software. First Reference retains any and all rights, title and interest in and to the Software and all copies thereof, including copyrights, patents, trade secret rights, trademarks and other intellectual property rights. All rights not specifically granted in this Agreement, including International Copyrights, are reserved

by First Reference. The structure, organization and code of the Software are valuable trade secrets and confidential information of First Reference.

## **7. Privacy Policy**

7.1. Subscription data and certain other information collected about the end user are subject to our privacy policy a copy of which is posted on the Website (the "**Privacy Policy**"). The Privacy Policy is an integral part of this agreement and you agree to be bound by its terms.

## **8. Liability**

8.1. The software may be used to develop, create, manage internal control related policies and policy manual, as well as related activities and processes; and to prepare certain related forms. HOWEVER, THE USER IS RESPONSIBLE FOR USING THE SOFTWARE CORRECTLY, AND IS LIABLE FOR ANY OMISSIONS OR ERRORS IN THE INFORMATION PROVIDED.

8.2. EXCEPT AS EXPRESSLY STIPULATED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FIRST REFERENCE AND ITS ASSOCIATED PARTIES DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE SERVICES AND THE RELATED MATERIALS AVAILABLE IN THE SOFTWARE AND ON THE WEBSITES, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY OR THEIR NON-INFRINGEMENT. FIRST REFERENCE DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM BUGS, ERRORS, OMISSIONS OR OTHER PROGRAM LIMITATIONS.

8.3. Therefore, First Reference disclaims any responsibility for the reliability or adequacy of any choices or decisions made by users using the software, with respect to the treatment and processing of their business and accounting related information.

8.4. The software is a tool and cannot replace the services of a competent legal professional. It is the user's responsibility to recognize the limits of their own legal knowledge, and to seek outside advice as needed.

8.5. First Reference is not in the business of providing professional or legal advice. There is no lawyer-client or any fiduciary relationship between you and First Reference. Any support provided the software is exclusively offered to help you use the software, and not to provide professional legal consultation services. This includes help files, articles, documentation, compliance information, instructions and any material published electronically or otherwise by First Reference or any associated parties; it also includes any support given by email or otherwise. In this agreement associated parties shall include, without limitation, affiliated or related companies, employees of First Reference and of its affiliated companies, persons or corporations subcontracted by First Reference or any affiliated companies, or anyone else representing First Reference with or without its express written permission or other organization that has helped First Reference in any manner whatsoever.

8.6. You alone are responsible for reviewing the accuracy of your inputs and results in the software before proceeding to act on them. You also agree that you alone are responsible for making sure that the data you input, policies and procedures you generate or any other results, are reviewed by you for errors and omissions before acting on them. You agree that you, as the only person using the software, are responsible for the accuracy of that information and/or documentation and not First Reference or any associated parties.

8.7. Communications systems used for accessing and interacting with the software or the Website (e.g., telephones, computer networks, the Internet) are liable to fail on occasion and may interfere with or prevent your access to parts of the software or the Website (for updates and/or upgrades), or to other sites or documentation. First Reference is in no way responsible for any such interference with, or prevention of, your use of such communications systems. You also acknowledge that First Reference is not responsible for any interference on the communications networks that may corrupt a file.

8.8. You, and not First Reference, will assume the entire cost, if any, of the consequences of using and filing an inaccurate, incomplete or late return or information to any government or agency.

8.9. Because business and consumer related laws, regulations and internal controls change frequently, and their application varies widely based upon specific facts and circumstances, interpretation rules, and policies involved, you alone are responsible for the information/data you collect, use, input or obtain from the software, and consequently use, disclose or file with any person, government or agency.

## **9. Limitation of Liability and Damages**

9.1. The entire liability of First Reference and any associated parties shall be at all times limited to the amount that you paid for the purchase of the software licence.

9.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FIRST REFERENCE WILL NOT IN ANY WAY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE) WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FIRST REFERENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **10. Security and Confidentiality**

10.1. The files, manual and records you create using INTERNAL CONTROL POLICYPRO may contain personal and confidential information/data that must be protected and backed-up, and it is your sole responsibility to back-up such files and protect them from violation, theft or corruption.

10.2. First Reference recommends that the first thing the end-user should do is to set up their security (e.g. passwords and back-up method).

10.3. First Reference may contact you to request a copy of software related files and records in order to give you assistance and/or support in using the software, if need be. Release of those files and records is entirely at the discretion of the user.

10.4. If First Reference needs to submit any information to you, it will do so either by posting such information on their website or by email, or by phone, or by mail to registered users.

## **11. Force Majeure**

11.1. Any delay or failure of either party to perform its obligations under this agreement (other than the obligation to make payments) shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence (such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, flood, wind storms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lock-outs, strikes and slowdowns), or court order injunction or order).

## **12. User's Indemnification**

12.2. You agree to defend, indemnify, and hold harmless First Reference and its subsidiaries, affiliated companies, employees, contractors, officers, and directors from all liabilities, claims, and expenses, including legal fees, made by any third party that arise from your use or misuse of the software, your breach of the agreement, your use of the Website or your violation of any law or the rights of a third party.

## **13. Severability and Integration**

13.1. This agreement and any and all materials/documentations related to the software constitute the entire agreement between you and First Reference with respect to the software (including, without limitation, First Reference's liability and your remedies) and supersede any prior or contemporaneous communication (whether oral, written, or electronic) between you and First Reference with respect to the software. If any part of this agreement is held void, invalid, or unenforceable, that portion shall be construed to reflect the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## **14. Third Party Software**

14.1. The Software may contain third party software that requires and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions will be made available when applicable, and are made a part of and incorporated by reference into this agreement. By accepting this agreement, You are also accepting the additional terms and conditions, if any, forth therein.

## **15. No Refund**

15.1 Because the Software is provided free of charge during the Trial Period to allow potential customers to evaluate and test it before paying the licence fee, First Reference enforces a strict no-refund policy. Please evaluate and test the Software carefully during the Trial Period. Once you pay the licence fee, your payment is final and may not be reimbursed.

15.2. If there are extraordinary circumstances, please contact First Reference to discuss the issues.

## **16. Duration**

16.1 This Agreement will terminate at the end of Trial Period unless you purchase an ongoing licence by paying the licence fee. In the event that you purchase an ongoing licence prior to the end of the Trial Period, this Agreement shall remain in effect until terminated by either party. Refer to Section 17 of this agreement for further details on Termination.

## **17. Termination**

17.1. First Reference reserves the right to terminate this agreement and your access to the software upon (1) any breach of this agreement by you, not corrected by you within fifteen (15)

days of notice to you; (2) unauthorized use of your user name(s) or password(s) or account(s); (3) in the event of your bankruptcy or insolvency; or (4) on ninety (90) days prior written notice from us to you.

17.2. Once termination confirmed, you must destroy all copies of the Software. Sections 6, 7, 8, 9, 10 shall survive the termination of this agreement.

## **18. Remedies**

18.1. By violating or breaching any of your obligations hereunder, you risk having your account terminated by First Reference without warning, in addition to being subject to any other legal remedies that may be available under the agreement, or that may be available under provincial and/or federal law. To the extent we may have to sue you to enforce any of the terms and conditions contained herein or in, the order form or any other material or documentation, or other federal and provincial law violations committed by you while accessing or using the software, you expressly agree to bear the costs of that enforcement, including without limitation, all related legal fees.

## **19. Language**

19.1. You and First Reference require that this agreement and all documents relating thereto be drawn-up in English. *Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*

## **20. Miscellaneous**

20.1. You are responsible for using the software only on computers, networks, and telephone or other lines that you have permission to use, and you are responsible for all related charges, if applicable, such as cable, ISP, telephone charges, etc.

20.2. First Reference reserves the right at any time to cease the support of the Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

20.3. Notice of any such changes will be given on the Website and/or by email to authorized users.

20.4. You may not assign this Agreement in whole or in part, without First Reference prior written consent. Any attempt by you to assign this Agreement without such consent will be null and void.

20.5. Password changes or reset of the primary user password will not be provided by phone by First Reference staff if a password is forgotten. Proof of identity of the primary user must be established before password changes are made. Please refer to our password policy on our website.

## **21. Governing Law**

21.1 This agreement is deemed entered into in Toronto, Province of Ontario.

21.2. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by



the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

21.3. If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, or deemed omitted, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected.

This Agreement contains the entire agreement between First Reference and you related to the software and supersedes all prior agreements and understandings, whether oral or written. All questions concerning this Agreement shall be directed to [info@firstreference.com](mailto:info@firstreference.com).