



TERMS OF SERVICE

Last Updated: January 8, 2024

BY CLICKING A BOX INDICATING ACCEPTANCE OF, OR EXECUTING AN ORDER THAT INCORPORATES, THIS CUSTOMER AGREEMENT ("**Agreement**"), THE IDENTIFIED INDIVIDUAL, ORGANIZATION, OR OTHER LEGAL ENTITY ("**Customer**") AGREES THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN CUSTOMER'S ACCESS TO AND USE OF THE SERVICES PROVIDED BY DISPATCH INTEGRATION LTD. ("**Dispatch**"). THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF SUCH ACCEPTANCE OR EXECUTION ("**Effective Date**").

ANY INDIVIDUAL AGREEING TO BE BOUND BY THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR OTHER LEGAL ENTITY REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

CUSTOMER SHALL NOT ACCESS OR USE THE SERVICES WITHOUT PRIOR WRITTEN CONSENT OF DISPATCH IF CUSTOMER IS OR BECOMES A DIRECT COMPETITOR TO DISPATCH OR ITS AFFILIATES.

1. *Privacy Policy*

1.1 Please refer to Dispatch's privacy policy, available at [\(the "Privacy Policy"\)](#) for information on how Dispatch collects, uses and discloses personally identifiable information from its users. By using the Services, you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy. You have read the Dispatch Privacy Policy, the terms of which appear on the Website and are incorporated into these Terms and Conditions, and agree that the terms of such policy are reasonable. You consent to the collection, use and disclosure of your Personal Information (defined therein) by Dispatch and/or third parties in accordance with the terms of and for the purposes set forth in the Privacy Policy.

2. *Services.*

- 2.1 Right to Access and Use. Subject to the terms and conditions of this Agreement and in consideration of the fees specified in any Order or SOW, Dispatch hereby grants Customer a worldwide, non-exclusive, non-transferable right to access and use Dispatch's online Services during the applicable Term for Customer's own business purposes. Users may exercise such limited right on behalf of Customer.
- 2.2 Restrictions. Customer's access to and use of the Services during any Term is subject to the applicable restrictions in an Order or SOW. Customer shall not permit a set of login credentials for a Service to be used by more than one User and shall not commercially sell, resell, license, sublicense, distribute, or frame the Services to a third party. Customer shall access and use the

Services in compliance with this Agreement, the Documentation, and applicable laws and regulations and shall promptly notify Dispatch of any known unauthorized access or use.

3. *Security and processing*

- 3.1 Security - Dispatch. Dispatch has implemented and will maintain information security policies and safeguards as described in Schedule 1 (*Security Practices*) to this Agreement, which include physical, organizational, and technical measures designed to preserve the security, integrity, and confidentiality of Customer Content and to protect against information security threats. Dispatch may update such security policies and safeguards from time to time, provided that any such update does not materially reduce the overall level of security or commitments as described in Schedule 1.
- 3.2 Security - Customer. If you register for an account on the Services, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Services ("Registration Data"); (b) maintain the security of your password and your API key; (c) maintain and promptly update the Registration Data, and any other information you provide to Dispatch, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Dispatch. You are responsible for all activity on your Dispatch-provisioned account and for all charges incurred by your Dispatch-provisioned account. You may initially register for a trial account with Dispatch. If you do so, and until we determine otherwise, you will be provided with a time-limited period (currently 30 days) for access to a fully functional version of the Services. Once your trial period has expired, or if you have earlier elected, you can subscribe to the Services with a fully paid subscription on either a monthly or annual basis. Dispatch reserves the right to change all aspects of the Service (including availability, pricing and features) at any time on notice to its Subscribers, with such changes to become effective for such Subscribers at their next regular billing date. Subscribers electing not to accept the changes may terminate their subscriptions and cease using the Services.
- 3.3 Processing. Customer represents and warrants that it has all rights, permissions, and consents necessary to: (a) submit all Customer Content to the Services; and (b) grant Dispatch the limited rights to process Customer Content for the provision of the Services. Customer hereby grants Dispatch a worldwide, non-exclusive, non-transferable right to use and otherwise process Customer Content under this Agreement only: (x) as required by applicable law; (y) as requested by Customer in writing or as allowed by Customer via a Service's access controls; and (z) as necessary to provide the Services and prevent or address technical problems with the Services or violations of this Agreement. Dispatch's limited right to process Customer Content hereunder will not excuse any obligation of Dispatch relating to Customer Content under this Agreement. If Customer requires, in its sole discretion, specific terms for processing Customer Content which includes personal information, Dispatch and Customer may enter into a *Data Processing Addendum ("DPA")*, the terms of which shall be negotiated between the Parties and the DPA will be incorporated into this Agreement on the Effective Date of the DPA.

- 3.4 Sub-Processors: Dispatch may use certain sub-processors to assist it in providing the Services as described in this Agreement and/or applicable order forms. A sub-processor is a data processor engaged by Dispatch which has or may potentially have access to Customer data. A list of the sub-processors Dispatch uses to provide the Services is included in Schedule 2 below.
- 3.5 Subcontractors. Dispatch may engage subcontractors to act on Dispatch's behalf in connection with Dispatch's provision of the Services, including processing Customer Content, provided that: (a) such subcontractors are subject to applicable confidentiality and data security obligations that are substantially as protective as those set forth in this Agreement, and (b) Dispatch is responsible for such subcontractors' acts and omissions in relation to Dispatch's obligations under this Agreement.

4. *Intellectual Property and Proprietary Rights.*

- 4.1 Dispatch. As between the parties, all right, title, and interest in and to Dispatch Properties is owned by Dispatch notwithstanding any other provision in this Agreement. Except as expressly set forth in this Agreement, Dispatch does not convey any rights to Customer or any User.
- 4.2 Customer. As between the parties, Customer retains all its right, title, and interest in and to Customer's Confidential Information, including Customer Content, and all intellectual property and proprietary rights therein. Except as expressly set forth in this Agreement, Dispatch acquires no right, title, or interest from Customer under this Agreement in or to Customer Content.
- 4.3 Feedback. Customer grants Dispatch a worldwide, irrevocable, perpetual, sublicensable, transferable, non-exclusive license to use and incorporate into Dispatch's products and services any feedback or suggestions for enhancement that Customer or a User provides to Dispatch ("**Feedback**") without any obligation of compensation. Feedback is provided by Customer "as-is," without representations or warranties, either express or implied, including any warranties of merchantability or fitness for a particular purpose.

5. *Ancillary Services; Third Party Products*

- 5.1 Professional Services. Dispatch and Customer may enter into SOWs or Orders under this Agreement for the provision of Professional Services. If Dispatch provides Professional Services to Customer, Customer's rights to access and use Customizations resulting from such Professional Services are subject to the limitations and restrictions set forth in Section 2 (Services) of this Agreement.
- 5.2 Dispatch API. Dispatch may make an application programming interface or other similar development tools available within an online Service which establishes an interface with such Service ("**Dispatch API**"). Unless Customer has entered into Dispatch's separate developer agreement and Dispatch has provided Customer with an application ID for authentication purposes, Customer shall not use or enable a third party to use any Dispatch API: (a) in a manner that causes Customer to exceed the limits of its authorized use of the applicable Service as set forth in this Agreement or an applicable Order; or (b) to access a Dispatch account not otherwise controlled by Customer.
- 5.3 Free Services. Dispatch may make an online Service available with a clear and conspicuous written notice specifying that the Service is provided free of charge, on a trial basis and/or to be used at your own risk ("**Free Services**"). Notwithstanding any other provision of this Agreement, Customer acknowledges and agrees that: (a) Free Services are made available without any

support, maintenance, warranty, commitment to availability, security, or accuracy, or other related obligation of any kind under this Agreement unless otherwise required by applicable law; (b) Free Services may not include or allow access to all features and functionality available to paying customers; (c) Dispatch may terminate the use of a Free Service at any time unless otherwise specified in writing, and Dispatch will not be liable for such termination; (d) data, information, and content submitted to a Free Service may be permanently lost, and Dispatch will not be liable for such loss; and (e) if Customer has not provided a billing address to Dispatch in connection with its access to and use of Free Services, all notices required under this Agreement will be sent via email.

- 5.4 Third Party Products. If Customer separately procures services, applications, or online content from a third party ("**Third Party Products**") for use with the Services, any such use is subject to the end-user license or use agreement that Customer accepts from or establishes with the third party. Third Party Products are not Services and, as between the parties, Dispatch has no liability with respect to Customer's procurement or use of Third Party Products.

6. *Fees and Payment.*

- 6.1 Fees. Customer will pay Service fees specified in each Order or SOW. All Service fees are non-refundable once paid except as otherwise expressly provided in this Agreement or the applicable Order or SOW. Dispatch may increase the unit price specified in an Order for any Renewal Term upon written notice to Customer (including via email). Unless otherwise provided in an SOW, Customer will reimburse Dispatch for reasonable, out-of-pocket expenses incurred by Dispatch in the course of providing Professional Services in accordance with Dispatch's *Travel and Expense Policy*.
- 6.2 Payment. Unless otherwise provided in the applicable Order or SOW, Dispatch will charge Customer for Subscription Service fees on an annual basis in advance and Professional Service fees on a time and materials basis monthly in arrears and all amounts due under this Agreement are payable in United States dollars net thirty (30) days from the date of the invoice. Customer agrees to promptly notify Dispatch in writing of any changes to its billing information during any Term. Dispatch reserves the right to correct any billing errors or mistakes that Dispatch identifies in an invoice or after a payment is received. Dispatch may accept payment in any amount without prejudice to Dispatch's right to recover the balance of the amount due under an Order or SOW or to pursue any other right or remedy. Amounts due to Dispatch from Customer shall not be withheld or offset against amounts due or alleged to be due to Customer from Dispatch. Except as prohibited by law, Dispatch may charge a late fee of one and one-half percent (1.5%) per month on past due amounts. If Customer requires a purchase order, vendor registration form, or other documentation, such requirement will in no way relieve, affect, or delay Customer's obligation to pay any amounts due hereunder.
- 6.3 Taxes. Other than income taxes imposed on Dispatch, Customer will bear all taxes, duties, VAT, and all other governmental charges (collectively, "**Taxes**") resulting from this Agreement. If Customer is exempt from any applicable Taxes, Customer will provide evidence reasonably satisfactory to Dispatch of Customer's tax-exempt status and, after receipt of such evidence, Dispatch will not charge Customer any Taxes from which it is exempt. If it is determined that payments due under this Agreement are subject to withholding Taxes, Customer shall notify Dispatch prior to deducting any such Taxes. Customer shall: (a) only withhold amounts required

under law; (b) make timely payment to the proper taxing authority of such withheld amount; and (c) provide Dispatch with proof of such payment within thirty (30) days following that payment.

- 6.4 **Affiliates.** Customer's Affiliates may purchase Services under this Agreement by executing an Order or SOW. Each Order or SOW is a separate contract between Dispatch and the Affiliate that executes it, and such Affiliate will be deemed "Customer" as used in this Agreement with respect to such Order or SOW.
- 6.5 **Resellers.** Customer may elect to purchase certain Services through a reseller authorized by Dispatch ("**Reseller**"). Customer's obligation for payment to, and its relationship with, any Reseller is between Customer and such Reseller, and Customer must direct any claims for refunds owed hereunder to such Reseller.

7. *Providing a Reliable and Secure Service*

- 7.1 Dispatch takes Service reliability and security seriously. We put great effort into ensuring that our service operates with high availability and is a secure environment for your data. We use what we believe to be "best-of-class" hosting services and security technologies and services that we believe provide you with a secure and safe environment. More information about these services and technologies is available on request. For example, to safeguard your data, Dispatch encrypts all data at rest and in-flight, uses restrictive firewalls to protect stored data and uses 256-bit SSL certificates to encrypt data transferred between you and the Services. However, no system is perfectly secure or reliable, the Internet is an inherently insecure medium, and the reliability of hosting services, Internet intermediaries, your Internet service provider, and other service providers cannot be assured. When you use the Services, you accept these risks and the responsibility for choosing to use a technology that does not provide perfect security or reliability. If you have any issues related to the reliability or functionality of the Service, you may submit a ticket through our support portal at support.dispatchintegration.com.

8. *Confidentiality*

- 8.1 **Confidential Information.** "**Confidential Information**" means all non-public, proprietary, business, technical, legal, or financial information disclosed or learned in connection with this Agreement that the Disclosing Party has identified as confidential at the time of disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the Receiving Party would clearly understand it as confidential. Confidential Information includes Dispatch Properties with regard to Dispatch and Customer Content with regard to Customer. Notwithstanding the foregoing definition, Confidential Information does not include: (a) information that was generally known to the public at the time disclosed to the Receiving Party; (b) information that becomes generally known to the public (other than through a breach of Section 8 (Confidentiality) by the Receiving Party) after disclosure to the Receiving Party; (c) information that was in the Receiving Party's possession free of any obligation of confidentiality prior to disclosure by the Disclosing Party; (d) information that is rightfully received by the Receiving Party from a third party without any restriction on disclosure; or (e) information that was independently developed by the Receiving Party without reference to or use of Disclosing Party's Confidential Information. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY

WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.

- 8.2 Use and Disclosure of Confidential Information. The Receiving Party: (a) will not use the Disclosing Party's Confidential Information for any purpose except as permitted under this Agreement; (b) will not disclose, give access to, or distribute any of the Disclosing Party's Confidential Information to any third party, except to the extent expressly authorized in this Agreement or a separate written agreement signed by the Disclosing Party; and (c) will take reasonable security precautions (which will be at least as protective as the precautions it takes to preserve its own Confidential Information of a similar nature) to safeguard the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to those of its employees, directors, Affiliates, advisors, agents, contractors, and other representatives ("**Representatives**") who need to know such information in order to exercise their respective rights and obligations hereunder, provided that each such Representative is bound to protect the Confidential Information by confidentiality obligations substantially as protective as those set forth in this Agreement. The Receiving Party will be responsible for its Representatives' disclosure or use of the Disclosing Party's Confidential Information in violation of Section 8 (Confidentiality). The Receiving Party will promptly notify the Disclosing Party in writing upon discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information or any other breach of Section 8, by it or its Representatives. The Receiving Party's obligations set forth in Section 8 will remain in effect during the Term and for three (3) years after termination of this Agreement. The disclosure of Confidential Information to the Receiving Party does not grant or convey any right of ownership of such Confidential Information.
- 8.3 Required Disclosures. The Receiving Party may disclose Confidential Information to the extent required by law or legal process, provided, however, the Receiving Party will (unless prohibited by law or legal process): (a) give the Disclosing Party prior written notice of such disclosure to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (b) use diligent efforts to limit disclosure to that which is legally required; and (c) reasonably cooperate with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain a protective order or other legally available means of protection.
- 8.4 Return and Deletion. Upon written request by the Disclosing Party, the Receiving Party will, without undue delay: (a) either return or destroy all tangible documents and media in its possession or control that contain the Disclosing Party's Confidential Information; (b) delete electronically stored Confidential Information of the Disclosing Party in its possession or control; and (c) certify its compliance with this Section 8.4 in writing. Notwithstanding the foregoing: (x) the Receiving Party will not be obligated to render unrecoverable Confidential Information of the Disclosing Party that is contained in an archived computer system backup made in accordance with the Receiving Party's legal and financial compliance obligations or security and disaster recovery procedure; and (y) Dispatch shall return and delete Customer Content as set forth in Section 12.4 (Return and Deletion of Customer Content). Any such retained Confidential Information will remain subject to Section 8 (Confidentiality).
- 8.5 Remedies. The Receiving Party acknowledges that any actual or threatened breach of Section 8 (Confidentiality) may cause irreparable, non-monetary injury to the Disclosing Party, the extent of

which may be difficult to ascertain. Accordingly, the Disclosing Party is entitled to (but not required to) seek injunctive relief to prevent or mitigate any breaches of Section 8 with respect to the Disclosing Party's Confidential Information or any damages that may otherwise result from those breaches.

9. *Representations and Warranties.*

- 9.1 Authority and Compliance Warranty. Dispatch represents and warrants that it has the necessary authority to enter into this Agreement and that Dispatch shall comply with any laws and regulations to the extent such laws and regulations apply to Dispatch's provision of the Services under this Agreement. For the avoidance of doubt, Dispatch shall not be responsible for Customer's compliance with any laws and regulations applicable to Customer and its industry.
- 9.2 Limited Warranty for Online Services. Dispatch represents and warrants that the online Services will operate during the applicable Term substantially as described in the applicable Documentation. Upon receipt of Customer's written notice of any alleged failure to comply with this warranty, Dispatch will use commercially reasonable efforts to cure or correct the failure. If Dispatch has not cured or corrected the failure within thirty (30) days following its receipt of such notice, then Customer may terminate the applicable Order and Dispatch shall issue a refund of prepaid fees covering the terminated portion of the Subscription Services. Notwithstanding the foregoing, this warranty will not apply to any failure due to a defect in or modification of a Subscription Service that is caused or made by Customer, any User, or any person acting at Customer's direction. This Section 9.2 sets forth Customer's exclusive rights and remedies and Dispatch's sole liability in connection with this warranty.
- 9.3 Limited Warranty for Professional Services. Dispatch represents and warrants that the Professional Services will be provided in a competent and workmanlike manner in accordance with the Order or SOW, as applicable. Customer must notify Dispatch in writing of any alleged failure to comply with this warranty within thirty (30) days following delivery of the Professional Services. Upon receipt of such notice, Dispatch will either: (a) use commercially reasonable efforts to cure or correct the failure; or (b) terminate the Professional Services and issue a refund of prepaid fees covering the terminated portion of the Professional Services. This Section 9.3 sets forth Customer's exclusive rights and remedies and Dispatch's sole liability in connection with this warranty.
- 9.4 Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, DISPATCH MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DISPATCH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, NON-INFRINGEMENT, AND ACCURACY, AND DISPATCH DOES NOT WARRANT THAT THE SERVICES OR THIRD-PARTY APPLICATIONS AND SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

10. *Indemnification*

- 10.1 By Dispatch. Dispatch will defend Customer and its respective officers, directors, and employees ("**Customer Indemnified Parties**") from and against any claims, demands, proceedings, investigations, or suits brought by a third party alleging that Customer's use of the Services or Customizations in accordance with this Agreement infringes any third party intellectual property

rights (each, a “**Claim Against Customer**”). Dispatch will indemnify Customer Indemnified Parties for any finally awarded damages or settlement amount approved by Dispatch in writing to the extent arising from a Claim Against Customer, and any reasonable attorneys’ fees of Customer associated with initially responding to a Claim Against Customer. Notwithstanding the foregoing, Dispatch will have no obligation under this Section 10.1 to the extent any Claim Against Customer arises from: (a) Customer’s use of the Services or Customizations in combination with technology or services not provided by Dispatch, if the Services or Customizations or use thereof would not infringe without such combination; (b) Customer Content; (c) Dispatch’s compliance with designs, specifications, or instructions provided in writing by Customer if such infringement would not have occurred but for such designs, specifications, or instructions; or (d) use of the Services or Customizations by Customer after notice by Dispatch to discontinue use. If Customer is enjoined or otherwise prohibited from using any of the Services or Customizations or a portion thereof based on a Claim Against Customer, then Dispatch will, at Dispatch’s sole expense and option, either: (x) obtain for Customer the right to use the allegedly infringing portions of the Service or Customizations; (y) modify the allegedly infringing portion of the Service or Customizations so as to render it non-infringing without substantially diminishing or impairing its functionality; or (z) replace the allegedly infringing portions of the Service or Customizations with non-infringing items of substantially similar functionality. If Dispatch determines that the foregoing remedies are not commercially reasonable or possible, then Dispatch will terminate the applicable Order or SOW and issue a refund of prepaid fees covering the terminated portion of the applicable Service.

10.2 By Customer. To the extent permitted by applicable law, Customer will defend Dispatch and Dispatch’s Affiliates providing the Services, and their respective officers, directors, and employees (“**Dispatch Indemnified Parties**”) from and against any claims, demands, proceedings, investigations, or suits brought by a third party arising out of Customer Content or Customer’s use of the Services or Customizations in violation of applicable law (each, a “**Claim Against Dispatch**”). Customer will indemnify Dispatch Indemnified Parties for any finally awarded damages or settlement amount approved by Customer in writing to the extent arising from a Claim Against Dispatch, and any reasonable attorneys’ fees of Dispatch associated with initially responding to a Claim Against Dispatch.

10.3 Conditions. The indemnifying party’s obligations under Section 10 (Indemnification) are contingent on the indemnified party: (a) promptly providing written notice of the claim to the indemnifying party, provided that the indemnifying party shall not be excused from its indemnity obligations for the indemnified party’s failure to provide prompt notice except to the extent that the indemnifying party is materially prejudiced thereby; (b) giving the indemnifying party sole control of the defense and settlement of the claim, provided that any settlement unconditionally releases the indemnified party of all liability and does not make any admissions on behalf of the indemnified party or include payment of any amounts by the indemnified party; and (c) providing the indemnifying party, at the indemnifying party’s expense, all reasonable assistance in connection with such claim. The indemnified party may participate in the defense of the claim at its sole cost and expense. Section 10 sets forth the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy for, any type of claim or action described in Section 10.

11. *Limitations of Liability*

TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, GOODWILL, OR REVENUES OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, WHETHER IN CONTRACT, TORT, OR UNDER ANY THEORY OF LIABILITY, ARISING UNDER THIS AGREEMENT, EVEN IF A PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO DISPATCH UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

THE FOREGOING EXCLUSIONS AND LIABILITY LIMITS IN THIS SECTION 11 SHALL NOT APPLY TO DAMAGES OR LIABILITY RESULTING FROM CLAIMS OR OBLIGATIONS ARISING UNDER SECTIONS 2.2 (RESTRICTIONS) OR 10 (INDEMNIFICATION), INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR CUSTOMER'S OBLIGATION TO PAY FOR SERVICES OR TAXES UNDER THIS AGREEMENT.

12. *Term and Termination*

- 12.1 Term. This Agreement will remain in effect until terminated as set forth herein or by the parties' mutual written agreement. Orders will remain in effect for the Term of the Services specified in such Order. EACH SERVICE WITH A SUBSCRIPTION-BASED TERM ON AN ORDER WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR RENEWAL TERMS (each, a "**Renewal Term**") UNLESS THE PARTIES AGREE OTHERWISE IN THE ORDER OR A PARTY PROVIDES THE OTHER PARTY WRITTEN NOTICE (INCLUDING VIA EMAIL) OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN-CURRENT TERM. For the avoidance of doubt, any purchases of non-subscription or one-time Services made via an Order will not automatically renew. Each SOW will remain in effect for the period specified therein. If no period is specified, the SOW will terminate once the Professional Services set forth in the SOW have been completed.
- 12.2 Termination for Cause. Either party may terminate a Service or this Agreement immediately upon written notice if the other party breaches any material provision of an Order, SOW, or this Agreement, and fails to cure the breach within thirty (30) days of such written notice from the non-breaching party.
- 12.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) all Orders and SOWs under this Agreement will terminate; and (b) all rights and obligations of the parties hereunder will cease (except as set forth in Section 12.6 (Survival)). If Customer terminates a

Service or this Agreement for Dispatch's uncured breach pursuant to Section 12.2 (Termination for Cause), Dispatch shall issue a refund of prepaid fees covering the terminated portion of each Services' respective Term. If Dispatch terminates a Service or this Agreement for Customer's uncured breach pursuant to Section 12.2, Customer shall pay any outstanding amounts payable under this Agreement for the Term applicable to any terminated Service. Customer will remain obligated to pay for Professional Services rendered through, or payable as of, the effective date such Professional Services are terminated.

- 12.4 Return and Deletion of Customer Content. Within one hundred eighty (180) days following termination or expiration of any Term, Dispatch will delete and render Customer Content unrecoverable and, upon Customer's written request, certify such process in writing. Notwithstanding the foregoing, Dispatch may retain copies of Customer Content as part of records, documents, or broader data sets in accordance with Dispatch's legal and financial compliance obligations, provided that Dispatch continues to comply with all the requirements of the Agreement in relation to any such retained Customer Content.
- 12.5 Suspension. Dispatch may suspend Customer's access to any Service immediately if: (a) Customer fails to make a payment for more than fifteen (15) days following its due date; or (b) Customer has, or Dispatch reasonably suspects based on documented evidence that Customer has, breached Section 2.2 (Restrictions) or misappropriated or infringed Dispatch's intellectual property or proprietary rights.
- 12.6 Survival. The following Sections will survive termination or expiration of this Agreement: 3.3 (Processing); 4 (Intellectual Property and Proprietary Rights); 5.3 (Free Services); 6.1 (Fees); 6.2 (Payment); 8 (Confidentiality); 10 (Indemnification); 11 (Limitations of Liability); 12.4 (Return and Deletion of Customer Content); 12.6 (Survival); and, to the extent necessary to effectuate the foregoing, 13 (General).

13. *General*

- 13.1 Insurance. Dispatch will procure and maintain at its expense commercially reasonable insurance coverage during the Term.
- 13.2 Publicity. Unless Customer has notified Dispatch to the contrary in writing (including via email), Dispatch may disclose Customer as a customer of Dispatch, and may use Customer's name and logo on the Site and in Dispatch's promotional materials. Dispatch will request Customer's prior written consent for any other uses.
- 13.3 Export Compliance. The Software and Documentation may be subject to Canadian and international export control laws, policies, conventions and other regulations. The Customer shall not, directly or indirectly, export, re-export or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. The Customer shall comply with all applicable federal laws, regulations and rules and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing or otherwise making the Software or Documentation available outside Canada.
- 13.4 Notices. Except where this Agreement permits notice via email, all notices provided by a party under this Agreement must be in writing and sent via internationally recognized delivery service. Notices sent via email will be deemed given one (1) business day after being sent, and notices

sent via any other authorized delivery method will be deemed given five (5) business days after being sent. Notices must be addressed as follows: if to Dispatch, Attn: Legal, 1155 North Service Road West, Unit 11, Oakville, Ontario, Canada L6M 3E3, and for notices permitted to be sent via email, to legal@dispatchintegration.com; and, if to Customer, Attn: Legal at the billing address on record with Dispatch that was provided by Customer, and for notices permitted to be sent via email, to the then-current SysAdmin(s) email address.

- 13.5 Assignment. Either party may assign this Agreement and any Orders or SOWs in connection with a merger or similar transaction or to a company acquiring substantially all of its assets, equity, or business, without any requirement to obtain permission for such assignment; otherwise, neither party may assign this Agreement or any Orders or SOWs to a third party without the advance written consent of the other party. Subject to the foregoing and notwithstanding any prohibitions on transferability under this Agreement, the assigning party shall notice the non-assigning party of any permitted assignment and this Agreement and any Orders or SOWs will bind and inure to the benefit of the parties, their successors, and their permitted assigns.
- 13.6 Force Majeure. Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, provided that the party suffering from any such conditions shall use reasonable efforts to mitigate against the effects of such conditions.
- 13.7 Amendment; Waiver. Unless otherwise expressly stated herein, this Agreement and any Orders or SOWs may be modified only by a written amendment or agreement executed by an authorized representative of each party. The waiver of any breach of any provision of this Agreement or of any Order or SOW will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach.
- 13.8 Enforceability. If any provision of this Agreement or any Order or SOW is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not permitted by law), and the rest of this Agreement or the relevant Order or SOW is to remain in effect as written. Notwithstanding the foregoing, if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement or any Order or SOW, the entire Agreement or the relevant Order or SOW will be considered null and void.
- 13.9 Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any legal suit, action or proceeding arising out of or related to this Agreement or the licences granted hereunder shall be instituted exclusively in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.
- 13.10 Entire Agreement; Conflict. This Agreement, together with the Policies, Schedule(s) attached hereto, and, if applicable, the DPA or the Dispatch Agreement Supplement, and any Orders and SOWs represent the entire agreement between Dispatch and Customer with respect to the Services. Downloadable Dispatch software expressly governed by a separate end-user license agreement presented at the time of download or use are not governed by this Agreement. During the electronic provisioning of the online Services, Users will be required to individually acknowledge that certain information collected about them is used as described in such Service's

Privacy Notice, which is available on the Site. In the event of any conflict between this Agreement and any Order or SOW, this Agreement will govern and control unless the Order or SOW expressly and specifically overrides terms or conditions of this Agreement. With respect to any Services, terms and conditions included in the following items, whether submitted or executed before or after the Term start date, are null and void: (a) a Customer purchase order or similar document; (b) a Customer vendor registration form or online portal; and (c) any other contemporaneous or prior agreements or commitments regarding the Services or the other subject matter of this Agreement.

13.11 The parties confirm that it is their express wish that this Agreement, as well as any other documents related to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

13.12 Revisions. Dispatch reserves the right to revise this Agreement by posting a revised version on the Site and/or notifying Customers directly. The revised Agreement will be effective thirty (30) days after notification or as determined by the notification. Continued use of the Services after the effective date of revision will constitute Customer's acceptance of the revised Agreement. If Customer objects to the revisions, Customer may terminate any Orders governed by this Agreement by providing written notice to Dispatch prior to the effective date of revision, provided that Customer will remain obligated to pay amounts due to Dispatch under such Orders and will not receive a refund of prepaid fees. Customer's termination will be effective upon Dispatch's written acknowledgement of such termination, and in no event later than thirty (30) days from Dispatch's receipt of Customer's termination notice.

14. *Definitions.*

Capitalized terms used but not otherwise defined in this Agreement have the following meanings:

- **"Affiliate"** means any person or entity that owns or controls, is owned or controlled by, or is under common control or ownership with, a party to this Agreement, where "control" is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.
- **"Customer Content"** means any data uploaded, accessed via API or submitted to the online Services by Customer or Users and is processed by Dispatch on behalf of Customer. For the avoidance of doubt, Customer Content does not include usage, statistical, or technical information that does not reveal the actual contents of Customer Content.
- **"Customizations"** means all software, code, materials, ideas, deliverables, and items that are conceived, made, discovered, written, or created by Dispatch's personnel in connection with providing Professional Services.
- **"Disclosing Party"** means the party disclosing Confidential Information to the Receiving Party.
- **"Documentation"** means documentation provided by Dispatch on the Site that is uniformly available and applicable to all Dispatch customers and relates to the operation and use of the

Services, including user manuals, operating instructions, and release notes, each as updated by Dispatch from time to time.

- **“Order”** means an executed ordering document or online order issued or otherwise approved in writing by Dispatch that incorporates this Agreement by reference and sets forth the commercial details of the Services made available to Customer.
 - **“Policies”** means the Acceptable Use Policy, Security Policy and other policies, each as provided by Dispatch to Customer upon request and updated by Dispatch from time to time.
 - **“Professional Services”** means implementation, configuration, integration, training, advisory, and other professional services related to the Services that are specified in an Order or SOW.
 - **“Receiving Party”** means the party receiving or accessing Confidential Information of the Disclosing Party.
 - **“Services”** means the Subscription Services, Professional Services, and any other online service or application provided or controlled by Dispatch for use with the Subscription Services.
 - **“Site”** means Dispatch’s website at www.dispatchintegration.com, app.dispatchsentinel.com, and any website linked from such website that is owned or controlled by Dispatch.
 - **“Dispatch Properties”** means Services, Documentation, and Customizations, and all Dispatch technology, software, data, methodologies, improvements, and documentation used to provide or made available in connection with Services, Documentation, and Customizations, and all intellectual property and proprietary rights in and to the foregoing.
 - **“SOW”** means a statement of work or similar document that describes and scopes Professional Services, establishes the fees for the Professional Services, and incorporates this Agreement by reference.
 - **“Subscription Services”** means the subscription-based online work collaboration services and applications that are provided by Dispatch and purchased by Customer.
 - **“SysAdmin”** means a User with certain administrative control rights over Customer’s Service.
 - **“Term”** means the period of authorized access and use of a Service as set forth in an Order.
 - **“User”** means any individual authorized or invited by Customer or another User to access and use the online Services received by Customer from Dispatch under the terms of this Agreement.
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SCHEDULE 1

SECURITY PRACTICES

Capitalized terms used but not defined in this Schedule 1 have the meanings ascribed to them in the Agreement.

1. *Security Protocols*

- 1.1 Information Security Program. Dispatch shall maintain a comprehensive written information security program, including policies, standards, procedures, and related documents that establish criteria, means, methods, and measures governing the processing and security of Customer Content and the Dispatch systems or networks used to process or secure Customer Content in connection with providing the Services ("**Dispatch Information Systems**"). Subcontractors engaged by Dispatch in accordance with the Agreement will maintain (at a minimum) substantially similar levels of security as applicable and required by these Security Practices.
- 1.2 Security Controls. In accordance with its information security program, Dispatch shall implement appropriate physical, organizational, and technical controls designed to: (a) ensure the security, integrity, and confidentiality of Customer Content accessed, collected, used, stored, or transmitted to or by Dispatch; and (b) protect Customer Content from known or reasonably anticipated threats or hazards to its security, integrity, accidental loss, alteration, disclosure, and other unlawful forms of processing. Without limiting the foregoing, Dispatch will, as appropriate, utilize the following controls:
 - 1.2.1 Firewalls. Dispatch will install and maintain firewall(s) to protect data accessible via the Internet.
 - 1.2.2 Updates. Dispatch will maintain programs and routines to keep the Dispatch Information Systems up to date with the latest upgrades, updates, bug fixes, new versions, and other modifications.
 - 1.2.3 Anti-malware. Dispatch will deploy and use anti-malware software and will keep the anti-malware software up to date. Dispatch will use such software to mitigate threats from all viruses, spyware, and other malicious code that are or should reasonably be detected.
 - 1.2.4 Testing. Dispatch will regularly test its security systems, processes, and controls to ensure they meet the requirements of these Security Practices.
 - 1.2.5 Access Controls. Dispatch will secure data in production Dispatch Information Systems by complying with the following:
 - 1.2.5.1 Dispatch will assign a unique ID to each individual with access to systems processing Customer Content.
 - 1.2.5.2 Dispatch will restrict access to systems with Customer Content to only those individuals necessary to perform a specified obligation as permitted by this Agreement.
 - 1.2.5.3 Dispatch will regularly review (at a minimum once every ninety (90) days) the list of individuals and services with access to systems processing Customer Content and remove accounts that no longer require access.

- 1.2.5.4 Dispatch will not use manufacturer-supplied defaults for system passwords on any operating systems, software, or other systems and will mandate the use of system-enforced “strong passwords” in accordance with or exceeding the best practices (described below) on all systems processing Customer Content, and will require that all passwords and access credentials be kept confidential and not shared among Dispatch personnel.
- 1.2.5.5 At a minimum, Dispatch production passwords will: (i) contain at least eight (8) characters; (ii) not match previous passwords, the user’s login, or common name; (iii) be changed whenever an account compromise is suspected or assumed; and (iv) require a mixture of letters, numbers and symbols that make the password non-trivial.
- 1.2.5.6 Dispatch will enforce account lockout by disabling accounts with access to Customer Content when an account exceeds a designated number of incorrect password attempts in a certain period.
- 1.2.5.7 Dispatch will maintain log data for all use of accounts or credentials by Dispatch personnel for access to systems processing Customer Content and will regularly review access logs for signs of malicious behavior or unauthorized access.
- 1.2.6 Policies. Dispatch will maintain and enforce appropriate information security, confidentiality, and acceptable use policies for employees, subcontractors, agents, and suppliers that meet the standards set forth in these Security Practices, including methods to detect and log policy violations.
- 1.2.7 Development. Development and testing environments for Dispatch Information Systems will be separate from production environments.
- 1.2.8 Deletion. Dispatch will utilize procedures that render Customer Content unrecoverable prior to disposal of media.
- 1.2.9 Encryption. Dispatch will utilize cryptographic standards mandating authorized algorithms, key length requirements, and key management processes that are consistent with or exceed then-current industry standards and utilize hardening and configuration requirements consistent in approach with then-current industry standards. Pursuant to such standards, Dispatch will encrypt Customer Content at rest within the online Services and will only allow encrypted connections to the online Service for the transfer of Customer Content.
- 1.2.10 Remote Access. Dispatch will ensure that any access from outside of its protected corporate or production environments to systems processing Customer Content or to Dispatch’s corporate or development workstation networks will require appropriate connection controls, such as VPN or multi-factor authentication.

2. *System Availability.*

Dispatch will maintain (or, with respect to systems controlled by its subcontractors, ensure that such subcontractors maintain) a disaster recovery (“**DR**”) program designed to recover the Subscription Service’s availability following a disaster. At a minimum, such DR program will include the following elements: (a) routine validation of procedures to regularly and programmatically create retention copies of Customer Content for the purpose of recovering lost or corrupted data; (b) inventories, updated at minimum annually, that list all critical Dispatch Information Systems; (c) annual review and update of the DR program; and (d) annual testing of

the DR program designed to validate the DR procedures and recoverability of the service detailed therein.

3. *Security Incidents*

- 3.1 Procedure. If Dispatch becomes aware of confirmed unauthorized or unlawful access to any Customer Content processed by Dispatch Information Systems (a "**Security Incident**"), Dispatch will promptly: (a) notify Customer of the Security Incident; and (b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- 3.2 Unsuccessful Attempts. An unsuccessful attack or intrusion is not a Security Incident subject to this Section 3. An "unsuccessful attack or intrusion" is one that does not result in unauthorized or unlawful access to Customer Content and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or TCP/UDP headers), or similar incidents.
- 3.3 User Involvement. Unauthorized or unlawful access to Customer Content that results from the compromise of a User's login credentials or from the intentional or inadvertent disclosure of Customer Content by a User is not a Security Incident.
- 3.4 Notifications. Notification(s) of Security Incidents, if any, will be delivered to one or more of Customer's SysAdmin users by any reasonable means Dispatch selects, including email. Customer is solely responsible for maintaining accurate contact information in the online Service at all times.
- 3.5 Disclaimer. Dispatch's obligation to report or respond to a Security Incident under this Section 3 is not an acknowledgement by Dispatch of any fault or liability of Dispatch with respect to the Security Incident.

4. *Auditing and Reporting*

- 4.1 Monitoring. Dispatch monitors the effectiveness of its information security program on an ongoing basis by conducting various audits, risk assessments, and other monitoring activities to ensure the effectiveness of its security measures and controls.
- 4.2 Audit Reports. Dispatch uses external auditors to verify the adequacy of its security measures and controls for certain Services, including the Subscription Services. The resulting audit will: (a) include testing of the entire measurement period since the previous measurement period ended; (b) be performed according to recognized standards (c) be performed by independent third-party security professionals at Dispatch's selection and expense; and (d) result in the generation of a report ("**Audit Report**"), which will be Dispatch's Confidential Information. The Audit Report will be made available to Customer upon written request no more than annually, subject to the confidentiality obligations of the Agreement or a mutually agreed non-disclosure agreement. For the avoidance of doubt, each Audit Report will only discuss Services in existence at the time the Audit Report was issued; subsequently released Services, if within the scope of the Audit Report, will be in the next annual iteration of the Audit Report.
- 4.3 Penetration Testing. Dispatch uses external security experts to conduct penetration testing of certain online Services, including the Subscription Services. Such testing will: (a) be performed at least annually; (b) be performed by independent third-party security professionals at Dispatch's selection and expense; and (c) result in the generation of a penetration test report ("Pen Test

Report”), which will be Dispatch’s Confidential Information. Pen Test Reports will be made available to Customer upon written request no more than annually subject to the confidentiality obligations of the Agreement or a mutually-agreed non-disclosure agreement.

SCHEDULE 2

DISPATCH SUB-PROCESSORS

Last Updated: January 4, 2024

To support Dispatch in delivering the Services provided by our *Sentinel* application, our Professional Services, and to operate our commercial website, Dispatch engages third-party technology service providers as sub-processors. Dispatch undertakes a commercially reasonable selection process for each sub-processor which evaluates the security, privacy and confidentiality practices of proposed sub-processors that will or may have access to or process Customer data. For any sub-processor that may process personal data, Dispatch has also executed a Data Processing Addendum with the provider, committing it to processing according to GDPR and other applicable privacy laws and regulations.

This schedule identifies the sub-processor, describes where they are located, and what services they provide to us.

Our business needs may change from time to time, and Dispatch will periodically update this list to provide notice of additions and removals to our list of sub-processors.

Cloud Infrastructure

The following providers are used for technologies to securely host, manage the application and associated data, and provide certain functionality for the Services:

Service Provider	Processing Activities	Location
Microsoft Azure	Cloud Service Provider	Canada
Cloudflare	DNS & caching services	USA
Zitadel	Single Sign On services	USA

Sendgrid & Twilio	Email and SMS delivery service	USA
Elastic Cloud	Data logging and analytics service	USA
Quickchart.io	Chart generation	USA
CloudAMQP	Hosted RabbitMQ message queuing services	USA
Twingate	Secure system access (VPN) to private cloud resources	USA

Communications

The following sub-processors provide communications services in order to enable us to communicate with our customers and prospects:

Service Provider	Processing Activities	Location
Freshdesk	Customer Support and Help Center	USA
Google, LLC	Email and calendar services	USA

Zoom	Video Conferencing	USA
Hubspot	CRM services	USA
DocuSign	e-Signature services	USA
Quickbooks	Invoicing and Billing services	USA
Mailchimp	Email outreach and newsletter services	USA

Analytics

The following sub-processors provide analytics-related services to Dispatch, which we use in order to discern usage patterns on our website:

Service Provider	Processing Activities	Location
Google, LLC	User analytics	USA

Advertising Providers:

The following list of sub-processors provide advertising services to Dispatch. We do not send any user data to these providers, but they may make use of tracking pixels or other technologies that operate on Dispatch's website in order to fine-tune the delivery of advertisements.

Service Provider	Services	Location
Google, LLC	Ads on Google Services	USA

Dispatch is committed to ensuring that all of its sub-processors have the appropriate legal and security safeguards in place to ensure that your data will remain protected to the highest standards. This includes a security review and signing all necessary agreements to ensure they have supplementary measures in place, where applicable.

Dispatch maintains an information security system subject to internal and 3rd party audits. Dispatch is ISO/IEC27001 certified.