

KLIPFOLIO PRIVACY STATEMENT

Effective Date: May 25, 2018

At Klipfolio Inc. ("Klipfolio"), your privacy is important to us. The purpose of this privacy statement is to let you know how we collect, use and disclose Personal Information, and to inform you of your rights with respect to such Personal Information. It is effective as of the Effective Date.

ABOUT KLIPFOLIO

Klipfolio is an online service that enables its Customers to aggregate diverse data from multiple sources and quickly create a new, actionable perspective on their business (the "Service"). The Service integrates with hundreds of data sources ranging from social media platforms to enterprise management services.

APPLICABILITY OF PRIVACY STATEMENT

This Privacy Statement relates to "Personal Information", meaning information about an identifiable individual, whether, for example, that individual is our Customer, or our Customer's provisioned user or an individual whose information is part of Processed Data, as these terms are defined below. Whether a person is "identifiable" means that they can be identified by the information itself or by that information combined with other information reasonably available.

This Privacy Statement applies to Personal Information collected or managed by Klipfolio through the use of the Service and our websites. This Privacy Statement is also intended to explain how we use information which is not identifiable (and thus not Personal Information) that is collected via our websites and the Service.

"Customer" refers to the customers of Klipfolio and their provisioned users.

"Customer Information" refers to information about our Customers and their provisioned users.

"Processed Data" refers to information that is processed by Klipfolio on behalf of our Customers through their use of the Service.

Klipfolio does not have a direct relationship with many of the individuals whose Personal Information is included in Processed Data, but this privacy statement is

intended to provide information about how all Personal Information is collected, used, disclosed, processed and protected by Klipfolio.

CLASSIFICATION OF INFORMATION

When the Service is used by our Customers, we classify the Personal Information we collect, use and disclose into two main categories: The first is Personal Information included in Customer Information, and the second is Personal Information that is included in Processed Data. It is important to note that not all Customer Information or Processed Data is Personal Information, either because it relates to a company or a business, or it is not identifiable.

PROCESSED DATA

Klipfolio does not control what information a Customer chooses to include in Processed Data. Because we are unable to determine whether it is Personal Information or other information, we treat it as though it may be Personal Information but our Customers are entirely responsible for any Personal Information they choose to include in Processed Data. All Customers and their provisioned users should understand that data in Klipfolio can be exported, shared or displayed by a Customer or provisioned user. Customers and provisioned users are solely responsible for the use of such exported, shared or displayed data and for protecting it appropriately.

WHAT INFORMATION WE COLLECT

From our Customers, we only collect Customer Information that is necessary to establish and maintain the provision of the Service to them, as well as to understand and improve the usage and performance of the Service. When our Customers are corporations, as opposed to individuals, this information is not "Personal Information". This Customer Information includes:

- Customer name
- Contact information, including postal and email addresses
- Billing address
- Billing details (as necessary for our internal accounting purposes and for processing payments through our contracted processing service)
- Login information for authorized users, such as usernames and encrypted passwords

- Information about how the Customer and its authorized users use the Service, including information about the Customer, location information, usage patterns and intended use of the Service.
- Information provided by the Customer and its authorized users in connection with any support given by the Klipfolio team related to the Service.
- Login information for third party integrations to Klipfolio, such as usernames and encrypted passwords

In connection with our marketing, sales and Customer support functions, we may collect publicly-available information about our Customers and provisioned users, which is used for the purposes set out in this Privacy Statement.

PURPOSES FOR COLLECTION

As stated in more detail in our [Terms of Service](#), Klipfolio does not use any identifiable Processed Data for its own purposes. Processed Data is only processed by Klipfolio on behalf of our Customers to provide them with the Service. Individual provisioned users whose Personal Information is contained in Processed Data should refer to the Customer's privacy policy for an understanding of how Personal Information is collected, used, disclosed and otherwise processed by the Customer by use of the Service.

DISCLOSURE OF PERSONAL INFORMATION

Klipfolio may share Personal Information with people within the company who have a "need to know" the information for business or legal reasons, for example, in order to carry out an administrative function, such as processing an invoice or supporting questions that you have submitted to Klipfolio. We may share Personal Information with third parties, including:

- government and regulatory authorities, for example to respond to a legal request or comply with a legal obligation, in which case we will make reasonable efforts to give the relevant individual notice of the disclosure, provided we are able to identify the individual and are lawfully able to do so;
- for the purposes of seeking legal or other professional advice;
- suppliers of IT services and third service providers engaged by Klipfolio as further detailed in this Privacy Statement and our [Terms of Service](#) and

- in the event that we sell, buy or merge any business or assets, including to the prospective seller or buyer of such business or assets and their respective professional advisers.

We may also share anonymous or de-identified information with other third parties in connection with the purposes outlined in this Privacy Statement.

RIGHT OF ACCESS

Pursuant to applicable law, you may have certain rights in relation to your Personal Information, including a right of access. If your Personal Information is a part of our Customer's Processed Data, you should seek this access from the relevant Customer. If we control the Personal Information, we may require additional information to confirm your identity, which will only be used for that purpose.

DATA LOCATION

Unless a Customer is using a Custom Data Store and therefore storing their Processed Data on their site, Klipfolio uses Amazon Web Services to store and manage Customer Information and Processed Data in and from Canada and to back up Customer Information and Processed Data in Ireland. As indicated in the following section, Klipfolio uses service providers outside of Canada to store and manage the certain data and analytics associated with use of the Service.

INFORMATION COLLECTED VIA OUR WEBSITE AND OUR APPLICATION

When you visit our websites, app.klipfolio.com and klipfolio.com, we may use cookies, pixel tags, analytics tools, and other similar technologies to help provide and improve our services to you, and as detailed below:

- **Cookies:** Cookies are pieces of information stored directly on the computer that you are using. Cookies allow us to collect information such as browser type, time spent on the website, pages visited, language preferences, and other web traffic data. We use the information for security purposes, to facilitate online navigation, to display information more effectively, to personalize your experience while using the website, and to otherwise analyze user activity. We can recognize your computer to assist your use of the website.
- We also gather statistical information about the usage of the website and application in order to continually improve their design and

functionality, understand how they are used, and assist us with resolving questions regarding the website and application. Cookies may further allow us to select which of our advertisements, features or offers are most likely to appeal to you and to display them to you. We may also use cookies in online advertising, features or offers to see how you interact with such advertisements, features or offers and we may use cookies or other files to understand your use of other websites.

- If you do not want information to be collected through the use of cookies when using our website or application, there is a simple procedure in most browsers that allows you to automatically decline cookies or gives you the choice of declining or accepting the transfer to your computer of a particular cookie (or cookies) from a particular site. You may also wish to refer to <http://www.allaboutcookies.org/manage-cookies/index.html>. However, if you do not accept these cookies, you may experience some inconvenience in your use of the website or application. For example, we may not be able to recognize your computer, and you may need to log in every time you visit the website or application.
- Pixel tags and other similar technologies: Pixel tags (also known as web beacons and clear GIFs) may be used in connection with our website to, among other things, track the actions of users of the website and other means of communication with you (including e-mail recipients), measure the success of our marketing campaigns, and compile statistics about usage of the website and response rates.
- Analytics tools: We use website and application analytics services provided by third parties that use cookies, JavaScript and other similar technologies to collect information about website or application use, perform data enrichment and to report patterns or trends. The third parties that provide us with these services may also collect information about your use of third-party websites. These analytics providers may store this analytics data in the United States and other locations. [Here](#) is the list of analytics tools we use so that you may review their terms of service, some of which include instructions on how you may opt out of certain third party information collection practices. We will update this list as we change our analytics tools.

SAFEGUARDING PERSONAL INFORMATION

We are required by law to safeguard the Personal Information in our custody or control. We use industry standard measures to protect Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use, or

modification. We protect Personal Information regardless of the format in which it is held.

Our methods of protection include: (a) physical measures, such as restricted physical access to the systems delivering our Service; (b) organizational measures, including employee training and limiting access on a “need-to-know” basis; and, (c) technological measures, including the use of passwords and encryption. You can find out more about our security practices at <https://www.klipfolio.com/legal/security>.

We use service providers, including our data hosting provider, to facilitate providing the Service. We use contractual means to make sure that our service providers only deal with Personal Information on our behalf to provide the Service and not for any other purposes. We also undertake diligence to satisfy ourselves that our service providers will implement adequate safeguards to protect Personal Information.

If we have reason to believe that there has been a breach of security safeguards that has resulted in the inappropriate loss or disclosure of Personal Information, we will take reasonable measures to notify the affected Customers, as applicable, promptly and with sufficient detail to enable them to evaluate the breach and understand the likely consequences.

REVISIONS TO THIS PRIVACY STATEMENT

Klipfolio may update this Privacy Statement from time to time. If it is updated, the effective date of the revision will be shown at the top of the Privacy Statement. In the event of a significant revision, Customers may receive notification by email or through the Service itself. All Personal Information collected after that revision date will be subject to the revised Privacy Statement.

ANONYMOUS INFORMATION

As stated in more detail in our [Terms of Service](#), Klipfolio may use de-identified and/or aggregate information derived from Personal Information, for any purposes, including:

- Analytics to understand how our Customers and, their authorized users make use of the Service and our website and to make targeted offerings of certain Services to our Customers and authorized users;
- Information used to determine how to make improvements to the Service and to develop new features, capabilities and ways of presenting data; and
- For commercial purposes, either for Klipfolio or for others.

We will take industry standard steps so that this de-identified and/or aggregate information cannot be connected to any particular individual.

EU PERSONAL INFORMATION

This section shall apply only in respect of Personal Information relating to individuals located in the EU (“EU Personal Information”).

For the purposes of applicable EU data protection and privacy laws, Klipfolio, with its registered offices at 300-111 Albert St., Ottawa ON K1P 1A5, Canada is considered the Data Controller in respect of all EU Personal Information that it collects, uses and otherwise processes for its own purposes as set out in this Privacy Statement.

If you are a Customer, website user or other individual with whom we communicate and / or do business and you are located in the EU, you should read this Privacy Statement in full and particularly this section, before you provide us with any Personal Information or browse our website, and make sure that you are comfortable with our privacy practices.

Please note that for the purposes of EU data protection and privacy laws, personally identifiable information collected in a business context (for example an individual’s business email address or job title) will be Personal Information. All provisions in this Privacy Statement relating to Personal Information will therefore apply to Customer Information, to the extent that this is considered to contain Personal Information under EU laws.

PURPOSE OF PROCESSING

The purposes for which we process EU Personal Information are as set out in this Privacy Statement. In most cases, we will be processing EU Personal Information on behalf of a Customer as a Data Processor, but in certain circumstances we will process EU Personal Information as a Data Controller, including for the purposes of communicating with you, administering your account and for carrying out data analytics and enrichment.

LEGAL BASIS FOR PROCESSING

In accordance with the purposes for which we collect and use EU Personal Information, as set out above, the legal basis for Klipfolio processing EU Personal Information will typically be one of the following:

- your consent;

- the performance of a contract that we have in place with you or other individuals;
- Klipfolio or our third parties' legitimate business interests; or
- compliance with our legal obligations.

SHARING OF EU PERSONAL INFORMATION

Klipfolio may share EU Personal Information with people within the company who have a "need to know" the information for business or legal reasons, for example, in order to carry out an administrative function, such as processing an invoice or to direct a question that you have submitted to the relevant department at Klipfolio.

We may share EU Personal Information with third parties, including:

- government and regulatory authorities, for example to respond to a legal request or comply with a legal obligation, in which case we will make reasonable efforts to give the relevant individual notice of the disclosure, provided we are able to identify the individual and are lawfully able to do so;
- for the purposes of seeking legal or other professional advice;
- suppliers of IT services and third service providers engaged by Klipfolio as further detailed earlier in this Privacy Statement and our [Terms of Service](#); and
- in the event that we sell, buy or merge any business or assets, including to the prospective seller or buyer of such business or assets and their respective professional advisers.

We may also share anonymous or de-identified information with other third parties in connection with the purposes outlined in this Privacy Statement.

INFORMATION TRANSFERS

In order to provide the Service and our website and as further detailed in the 'Data Location' section above, any EU Personal Information that we obtain may be transferred to and stored in a country outside the EEA, including Canada. This may include transferring EU Personal Information to countries where the law provides less protection for Personal Information. If we transfer EU Personal Information to a country outside of the EEA, we will, as required by applicable law, ensure that your privacy rights are protected by appropriate safeguards. Please contact us if you would like more information about these safeguards.

GLOSSARY

For the purposes of this section relating to EU Personal Information, the following terms will have the following meanings:

“Data Controller” an entity which determines the purposes and means of the processing of Personal Information.

“Data Processor” an entity which processes Personal Information on behalf of a Data Controller.

“EEA” European Economic Area.

“process” any operation that can be performed on Personal Information, including collecting it, storing it, accessing it, combining it with other data, sharing it with a third party, and deleting it.

If you have any questions or concerns about our privacy practices, or if you wish to access your Personal Information, please contact our privacy officer at privacy@klipfolio.com.

KLIPFOLIO DATA PROCESSING ADDENDUM

Effective Date: May 25,2018

THIS ADDENDUM is made between:

KLIPFOLIO INC, incorporated under the laws of Ontario, Canada whose registered office is at 300-111 Albert St., Ottawa, ON, Canada K1P 1A5 ("Klipfolio"); and

The Klipfolio customer subscribing for Klipfolio services pursuant to Klipfolio's Terms of Service and requiring a GDPR Data Processing Addendum ("Customer"), together the "parties".

WHEREAS:

- (A) Klipfolio and the Customer have entered or desire to enter into Terms of Service for the provision by Klipfolio to the Customer of certain data visualization and business intelligence services (the "Terms"); and
- (B) Klipfolio and the Customer have agreed to enter into this Addendum to the Terms in relation to data processing.

IT IS NOW AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. The parties agree that this Addendum will be incorporated as an addendum to the Terms. To the extent of any conflict between this Addendum and the remaining sections of the Terms, this Addendum will prevail.
- 1.2. In this Addendum, the following words and expressions will have the following meanings:

"Addendum"

shall mean this addendum, including its appendix;

"Terms"

shall have the meaning given in recital (A) above;

"Customer Personal Information"

shall mean all Personal Information controlled by the Customer which is processed by Klipfolio in connection with the Service;

“Data Protection Legislation”

shall mean all applicable laws relating to data protection and privacy including (without limitation) the EU Information Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU General Information Protection Regulation (2016/679) (“GDPR”), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, and any amending or replacement legislation from time to time;

“Personal Information”

means any information relating to an identified or identifiable natural person; and

“Service”

shall mean any of the services provided by Klipfolio to the Customer pursuant to the Terms.

- 1.3. In this Addendum, the terms "process", "data controller", "data processor" and "data subject" shall have the meanings set out in the Data Protection Legislation.

2. NATURE OF THE INFORMATION

- 2.1. The categories of Customer Personal Information to be processed by Klipfolio and the processing activities to be performed under this Addendum are set out in Appendix 1.
- 2.1. The parties record their intention that the Customer shall be the data controller and Klipfolio shall be a data processor in relation to all Customer Personal Information.

3. OBLIGATIONS OF THE CUSTOMER

- 3.1. The parties shall each comply with their respective obligations under the Data Protection Legislation in respect of Customer Personal Information.
- 3.2. The Customer shall ensure that its instructions and disclosures of Customer Personal Information to Klipfolio are lawful and acknowledges that Klipfolio is entitled to rely on the Customer's instructions in respect of the processing of Customer Personal Information.

4. OBLIGATIONS OF KLIPFOLIO

- 4.1. Klipfolio agrees to:
 - 4.1.1. only process Customer Personal Information for and on behalf of the Customer, in accordance with the instructions set out under the Terms or as otherwise given by the Customer from time to time. Klipfolio shall notify the Customer if it is required by applicable law to process Customer Personal Information other than in accordance with those instructions, and shall inform the Customer of the relevant legal requirement before undertaking such processing (unless the relevant legal requirement prohibits the provision of such information on important grounds of public interest);
 - 4.1.2. ensure that those of its personnel who are involved in processing Customer Personal Information are bound by appropriate obligations of confidentiality;
 - 4.1.3. implement and maintain appropriate technical and organizational security measures to safeguard Customer Personal Information from unauthorized or unlawful processing or accidental loss, damage or destruction;
 - 4.1.4. taking into account the nature of the processing and the information available to Klipfolio, provide reasonable assistance to the Customer in ensuring compliance with its obligations under the Data Protection Legislation in relation to security, data breach notification, data protection impact assessments and prior consultation with a supervisory authority and the fulfilment of data subject's rights, where applicable from time to time; and
 - 4.1.5. upon written request, make available to the Customer such records as the Customer may reasonably require from time to time to demonstrate compliance by Klipfolio with its obligations under this Addendum. In addition, Klipfolio agrees to permit an audit to be conducted of its facilities no more than once per year, by the Customer or the Customer's representatives (bound by appropriate obligations of confidentiality), provided such an audit is carried out: (i) upon ten (10) business days' prior, written notice to Klipfolio and during Klipfolio's normal business hours; (ii) in a manner that causes minimal disruption to Klipfolio's business and excludes from its scope any internal pricing information, information relating to other customers of Klipfolio or other Klipfolio's own internal reports; and (iii) at the Customer's own cost.
- 4.2. Klipfolio shall notify the Customer without undue delay and in any event within 72 (seventy-two) hours of becoming aware of any

accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Customer Personal Information ("Security Breach"). Klipfolio shall provide Customer with reasonable assistance in relation to the Security Breach, including the provision of such information as is known to Klipfolio regarding the nature of the breach, the categories and approximate number of data subjects and records concerned.

- 4.3. Nothing in this Addendum shall prevent either party from complying with any legal obligation imposed by a regulator or court. Each party shall however, where possible, discuss with the other party the appropriate response to any request from a regulator or court for disclosure of information.

5. SUB-CONTRACTING

- 5.1. The Customer consents to Klipfolio engaging subcontractors listed [here](#) to process the Customer Personal Information on its behalf ("Sub-processors"). Klipfolio shall ensure that Sub-processors are subject to contractual obligations which are the same as or equivalent to those imposed on Klipfolio under this Addendum. Klipfolio shall inform the Customer of any intended changes concerning the addition or replacement of any Sub-processor within a reasonable time prior to implementation of such change. In the event of the Customer objecting to such change, Klipfolio shall make reasonable efforts to address the Customer's concerns (including making reasonable efforts to find an alternative Sub-processor).
- 5.2. The Customer acknowledges and agrees that Customer Personal Information may be processed by Sub-processors outside the European Economic Area or the country where the Customer is located in order to carry out the Service and Klipfolio's other obligations under the Terms. Klipfolio shall implement a data transfer solution to ensure any such transfers are compliant with the Data Protection Legislation.
- 5.3. For the avoidance of doubt, where a Sub-processor fails to fulfil its obligations under any sub-contract, Klipfolio shall remain fully liable to the Customer for the fulfilment of its obligations under this Addendum.

6. TERM AND TERMINATION

- 6.1. This Addendum shall commence on May 25th, 2018 and shall continue in full force and effect until the later of:
 - 6.1.1. the termination or expiration of the Terms; or
 - 6.1.2. the termination of the last of the Services to be performed pursuant to the Terms.

7 Within six (6) months of the termination of this Addendum, Klipfolio shall delete the Customer Personal Information and delete any existing copies in its possession unless; (i) required to retain such Customer Personal Information under applicable law; or, (ii) the Customer requests that Klipfolio return the Customer Personal Information to it.

8. GOVERNING LAW

- 8.1. This Addendum and any dispute arising out of or in relation to it (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales.

APPENDIX 1: Description of Information Processing

The data processing activities carried out by Klipfolio under this Addendum are as follows:

Description of Service:	Klipfolio is a read-only application that enables Customers to display their data in visualizations and quickly create a new, actionable perspective on their business.
Subject-matter of Processing:	Klipfolio processes certain Customer Personal Information on behalf of its Customers in relation to data visualization and being able to quickly create a new, actionable perspective on their business. The content of the Customer Personal Information is determined by its Customers, the data controllers, who either push data to Klipfolio or prepare queries to be requested by Klipfolio to capture data from Customers' systems or third party software platforms.
Duration of Processing	For the duration of the Services to which this Addendum relates.
Nature and purpose of Processing:	To enable Klipfolio to provide the Customer with certain Services in relation to data visualization and being able to quickly create a new, actionable perspective on their business in accordance with the Terms.
Type of Personal Information:	Customer Personal Information relating to Customers and provisioned end users of the Services which is uploaded by such Customers or provisioned end users and/or otherwise collected by or on behalf of the Customer or provisioned end user as a result of use of the Services. Klipfolio also collects information about visitors to its web properties. The collected information may include without limitation, data uploaded or pulled into Klipfolio, personal contact information, demographic information, location information, profile data, unique IDs, passwords, usage activity, transaction history, and online behaviour and interest data.
Categories of Information Subjects:	Klipfolio's Customers and their provisioned users of its Services, as well as visitors to Klipfolio's web properties.

Solution Provider Partner Agreement

This Solution Provider Partner Agreement (the "Agreement") is a legal agreement between You (the "Partner") and Klipfolio Inc., a corporation incorporated under the laws of Ontario ("Klipfolio"), with its principal place of business at 176 Gloucester Street, Suite 200, Ottawa, Ontario, K2P 0A6, Canada.

By accepting this Agreement, by clicking a box indicating Your acceptance, You agree to the terms of this Agreement. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates to these terms and conditions, in which case the terms "You," "Your," or "Partner" shall refer to such entity and its Affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept this agreement and may not use the Software or Services.

Klipfolio may amend this Agreement at any time by providing thirty days' notice on the "Legal Notices" web page of the Klipfolio website, and posting the amended terms and conditions, following expiry of the notice period. The amended Agreement will be effective immediately after being posted on the Klipfolio website.

Notwithstanding the above, Klipfolio shall provide notice by electronic mail or via a within-application message ten days prior to the effective date of any amendments to the Agreement to You if You click on this option during the purchase process.

You can terminate the Agreement anytime between the notice of amendments and the effective date of the amendments.

This Agreement is effective between You and Klipfolio as of the date of Your accepting this Agreement.

1. Definitions:

1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;

1.2 "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure;

1.3 "Electronic Terms" means the terms and conditions that were agreed upon by the Partner during the electronic purchase process or any subsequent amendments to these terms and conditions;

1.4 "Partner," "You," or "Your" means the company or other legal entity for which You are accepting this Agreement, and Affiliates of that company or entity;

1.5 "Partner Model" means the plan chosen, either the preferred partner model or basic partner model along with any add-ons, when purchasing the right to be a Partner as well as any subsequent amendments;

1.6 "Software" or "Services" means any of Klipfolio's products or services, including Klipfolio Dashboard Software and related programs, installed or used by You or Your clients, including Updates, and corresponding documentation, associated media, printed materials, and online or electronic documentation; and

1.7 "Updates" means a bug fix, patch, error correction and/or other enhancements to the Software or Services.

2. Partner Prerequisites: To be eligible to participate in the Klipfolio partner program, the Partner must meet the following minimum covenants at all times: The Partner is a registered business, maintains a publically accessible web presence, has currently active clients, and has the means to market, sell, configure, and support the Software.

3. Partner Obligations: The Partner will use its best efforts to market and promote the Software, is responsible for all activities that occur in the Partner's client accounts, is responsible for first-line support to the Partner's clients, and maintaining resources capable of provisioning and supporting deployments of the Software in their client base.

4. Technical Training: Based on the Partner Model chosen, Klipfolio may provide the Partner with technical training at no cost. Additional professional services and training time is available to the Partner at Klipfolio's then current partner rate.

5. Marketing and Sales Support: Klipfolio may provide electronic copies of promotional material for the purpose of marketing the Software, and may provide the Partner with leads for the provision of the Services. Based on the Partner Model chosen, Klipfolio may also provide pre-sales support to the Partner's representatives by telephone, email or in person (the particular method and extent of support to be determined at Klipfolio's sole discretion - additional fees may apply).

6. Internal Use License Grant: Based on the Partner Model chosen, the Partner will be granted a set number of non-transferable licenses to access the Software for the exclusive purpose to (i) use the Software internally with employees, to (ii) train employees and to (iii) demonstrate the Software to prospective customers. The Partner shall not resell or distribute such "not for resale" Software in any manner. Access to such "not for resale" Software shall be free of charge.

7. Distribution License Grant: The Partner will have a non-exclusive, non-assignable right to market and distribute the Software for use by the Partner's clients. The Partner must ensure that the Partner's clients agree to, abide by and use the Software according to the terms and conditions set out in the Klipfolio Master Services Agreement (<http://www.klipfolio.com/legal/klipfolio-msa>) or terms and conditions that are at least as protective as the Klipfolio Master Services Agreement.

8. Fees:

8.1 The Partner will pay the amount agreed to as part of the Electronic Terms. For Partners who have chosen to pay the fee by recurring credit card charges, the fee will be charged automatically to the Partner's credit card. For Partners who have chosen any other payment method, the payment is due upon receipt of the invoice and shall be received by Klipfolio within 30 days to avoid restrictions being placed on the account.

8.2 Professional services, if ordered by the Partner, to be used for design, consultation, development, testing, or training services, will be charged at Klipfolio's then current partner rate.

9. Intellectual Property: Ownership in the Software will at all times remain with Klipfolio. Klipfolio will retain all right, title, copyright, trade secrets, patents, trademarks, and other proprietary and intellectual property rights in the Software or Services. You do not acquire any rights, express or implied, in the Software or Services, other than those specified in the Agreement. You will not remove any copyright, patent, trademark, design right, trade secret or any other proprietary rights or legends from the Software or Services, unless removal is permitted by subscribing to Klipfolio's White Label feature, an add-on available as part of the electronic terms.

10. Confidentiality:

10.1 Your Confidential Information shall include Your data; Klipfolio's Confidential Information shall include the Software and Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your data) shall not include any information that (i) is publicly known or readily ascertainable by the public, through

no wrongful act of Receiving Party; (ii) is received from a third party without breaching an obligation owed to the Disclosing Party; (iii) is independently developed by or for the Receiving Party, or (iv) was in its possession prior to it being furnished to Receiving Party by the Disclosing Party.

10.2 The Receiving Party agrees that Confidential Information of the Disclosing Party: (i) will not be used for any purpose outside the scope of this Agreement; (ii) will be treated with the same degree of care as similar information of the Receiving Party is treated within the Receiving Party's organization (but in no event less than reasonable care); (iii) will not be used for the benefit of a third party; and (iv) will remain the property of the Disclosing Party. The Receiving Party will limit access to Confidential Information of the Disclosing Party except as otherwise authorized by the Disclosing Party in writing, to those of its and its Affiliates' employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Disclosure of Confidential Information by the Disclosing Party's employees, officers, directors, agents or affiliates is deemed to be the disclosure by the Disclosing Party.

10.3 The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

10.4 The obligations of the Receiving Party set forth in this section will remain in effect for a period of five (5) years following the date of first disclosure. Confidential information identified as a trade secret will be held in confidence indefinitely.

11. Term and Termination:

11.1 This Agreement commences on the date You accept it.

11.2 This Agreement will terminate should You decide to electronically delete Your account with Klipfolio Dashboard. Any fees that you have committed to paying must still be paid.

11.3 Should You cancel your account with Klipfolio Dashboard, this Agreement will terminate at the end of the period for which you have committed to pay fees. Any fees that you have committed to paying must still be paid.

11.4 Klipfolio, in its sole discretion, has the right to suspend or terminate this Agreement and use of the Software or Service by You or Your clients and refuse any and all current or future use of the Software or Service, or any other Klipfolio product or service, for any reason at any time, by You or Your clients. Klipfolio will use all reasonable efforts to contact You directly via email to warn You prior to suspension or termination. Should Klipfolio terminate the contract, it will send You notice and the effective date of termination will be the date the notice is sent by Klipfolio.

11.5 Upon termination of this Agreement, the Partner will cease to market and distribute the Software and Services and any licenses granted to the Partner pursuant to section 6 shall terminate.

12. General

12.1 Governing Law: This Agreement will be governed by, interpreted, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each party irrevocably attorns to the jurisdiction of the courts of the Province of Ontario. The parties expressly disclaim applicability of the terms of the United Nations Convention of Contracts for the International Sale of Goods, and any legislation implementing such Convention will not apply to this Agreement nor to any dispute arising therefrom.

12.2 Survival: The provisions in sections 9, 10, 11, and 12 will survive termination of this Agreement.

12.3 Precedence: In the event of any conflict between this Solution Provider Partner Agreement and the Master Services Agreement, the Solution Provider Partner Agreement will prevail.

12.4 Publicity: Either party may include the name and logo of the other party in sales and marketing activities. Neither party may issue a press release without the prior consent of the other party.

12.5 Limitation of Liability: Neither party will be liable to the other for indirect damages of any sort, including with respect to any issues relating to the use or performance of the Software or arising out of or in relation to this Agreement.

12.6 Waiver: The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

12.7 Entire Agreement: This Agreement together with the Electronic Terms (i) is the complete agreement between the parties regarding the subject matter hereof; and (ii) will not be deemed to have been waived by any act or failure to act.

12.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable laws, such provisions will be modified to the minimum extent necessary to comply with applicable law and the intent of the parties.

KLIPFOLIO TERMS OF SERVICE

Effective Date: May 25,2018

These Terms of Service ("**Terms**") form a legal agreement between you and Klipfolio Inc., a corporation incorporated under the laws of the province of Ontario, Canada, with its principal place of business at 300-111 Albert St., Ottawa, Ontario, K2P 1A5, Canada ("**Klipfolio**"). Klipfolio is a software-as-a-service ("SaaS") company that offers its users the ability to build and share real-time dashboards and quickly create a new, actionable perspective on their business. Please read these Terms and our [Privacy Statement](#) carefully because they govern your access to and use of the Service. If you are from the European Economic Area, the terms of our [Data Processing Addendum](#) will also apply to your use of the Service and the App. The Privacy Statement and Data Processing Addendum are incorporated into these Terms by reference.

YOU ACKNOWLEDGE AND AGREE THAT BY ACCEPTING THESE TERMS, OR ACCESSING OR USING THE SERVICE, YOU WILL BE BOUND BY THESE TERMS. If you are agreeing to these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity. You must also be at least eighteen (18) years old to agree to these Terms. If you do not have such authority, are not at least eighteen, or if you do not agree with these Terms, you may not use the Service. These Terms are effective between you and Klipfolio as of the Effective Date.

Klipfolio reserves the right, at its sole discretion, to modify, discontinue or terminate the Service or to modify these Terms, at any time. These Terms can be viewed any time at [this link](#). If we modify these Terms, we will provide you with notice of the modification. By continuing to access or use the Service after we have given notice of a modification to the Terms, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you agree to immediately stop using the Service.

1. Definitions:

- 1.1 "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;
- 1.2 "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure;
- 1.3 "**Plan**" means the level of Klipfolio service, resources and support for which you have subscribed and which are set out in the My Plan section under Account/Company/My Plan within the Service;
- 1.4 "**Service**" means any of Klipfolio's SaaS offerings or services, including its mobile application ("**App**");
- 1.5 "**Support**" means any assistance that Klipfolio offers related to its Service, including Ninja Services;
- 1.6 "**User**" means your employee, independent contractor, consultant or agent that is identified and authorized by you to use the Service; and,
- 1.7 "**Your Data**" any data or information that you push or pull into the Service for the purpose of data visualization or creating a new, actionable perspective on your business.

2. Rights and Restrictions:

- 2.1 Subject to these Terms, you are granted a non-exclusive, non-transferable (except as permitted by Klipfolio or Section 10.5) license: (i) for the number of Users set out in

the applicable Plan to use the Service for your business purposes; and, if applicable, (ii) to download, install, access and use the App on your mobile device. Only one User can access the Service through a specific user ID and password at a time. One User accessing the Service through a specific user ID and password can only have two logins on a computer and two logins on mobile devices open at a time. Your use of the Service is subject to additional terms and conditions: (i) set out in the applicable Plan, including the duration of the term of your subscription; and, (ii) required by the distributor from whom you downloaded the App (e.g. Apple App Store, Google Play, etc.) (collectively “**App Distributors**”).

- 2.2 If you are granted permission by Klipfolio, you may participate in the Klipfolio for Education program. For six months from your start date in the Klipfolio for Education program, Klipfolio grants you, the instructor, a non-exclusive, non-transferable, academic license to access and use the Service for instructional purposes, including the development of teaching materials based on the Service. You may also grant academic licenses to students enrolled in the specified course, as well as to instructors for the course. Despite what it says in Section 8.1 of these Terms, academic licenses do NOT auto-renew. If you'd like to renew your academic license for a subsequent term, please re-apply by contacting your Klipfolio representative. Academic licenses may only be used for course-related activity. Academic licenses may not be used for commercial purposes, consulting, paid research or institutional use outside of the specified course.
- 2.3 You may not: (i) copy, adapt, change, alter or otherwise modify or create derivative works based on the Service or the App; (ii) decompile, disassemble, or otherwise reverse engineer the Service or the App; (iii) sell, rent, lease, provide, disclose, sublicense, distribute, repackage, transfer, or assign the Service in whole or in part except as permitted by Klipfolio or Section 10.5; (iv) use the Service to provide hosting, outsourcing or subscription service; or, (v) use the Service to access, transmit, receive or store any information for which you either do not have the right or permission to access, transmit, receive or store or which is derogatory, defamatory, obscene or offensive.
- 2.4 You will take appropriate steps, both before and while using the Service, to copy or backup and protect Your Data in case it is lost, altered or destroyed by using the Service. You will be responsible for replacement, repair or recreation of Your Data in the event of a hardware, software, or Service failure. Klipfolio will not, under any circumstances, be responsible for any of these types of losses or damages.
- 2.5 Klipfolio does not restrict or monitor Your Data. You represent and warrant that you have all the rights and permissions necessary to use Your Data in conjunction with the Service. The Service permits you to share Your Data and you acknowledge and agree that you are responsible for ensuring that you have all the rights and permissions to share Your Data should you chose to do so using the Service.
- 2.6 Your Data belongs to you. You grant Klipfolio a non-exclusive, royalty-free, worldwide sub-licenseable right and license to access and use Your Data in order to provide the Service as contemplated by these Terms, as well as to send you personalized suggestions based on Your Data. Klipfolio will use Your Data to not only provide the Service as it exists today, but also to allow Klipfolio to provide you with innovative features and services that it may develop in the future. Klipfolio collects this information directly, but it also uses third party software for this purpose as further described in its [Privacy Statement](#). You agree that Klipfolio: (i) may create aggregate and/or de-identified information from Your Data (“**Aggregate Data**”); (ii) may offer you personalized suggestions based on your Aggregate Data; (iii) may combine such aggregate and/or de-identified information with that of other Users; and, (iv) has the exclusive ownership of any Aggregate Data and the exclusive right to use Aggregate Data for any purpose as long as Klipfolio does not use or distribute any Aggregate data in a way which identifies you, your Users or Your Data.
- 2.7 Klipfolio compiles, analyzes and runs analytics on how Users use the Service, as well the performance of the Service itself. Klipfolio collects this information directly, but it also uses third party software for this purpose as further described in its [Privacy Statement](#). This usage and performance data is referred to as “**Usage Data**”. Klipfolio uses Usage

Data to build features and improve the functionality and feature set of the Service. You agree that Klipfolio: (i) may offer you personalized suggestions based on your Usage Data; (ii) may create aggregate and/or de-identified information from your Usage Data; (iii) may combine such aggregate and/or de-identified information with that of other Users; and, (iv) has the exclusive ownership of any Usage Data and the exclusive right to use Usage Data for any purpose as long as Klipfolio does not use or distribute any Usage Data in a way which identifies you, your Users or Your Data.

- 2.8 Klipfolio shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users, relating to the Service.

3. Intellectual Property: Ownership in the Service, and the software powering the Service, will at all times remain with Klipfolio. Klipfolio will retain all right, title, copyright, trade secrets, patents, trademarks, and other proprietary and intellectual property rights in the Service and the software powering the Service. You do not acquire any rights in the Service or the software powering the service, other than those specified in these Terms. You will not remove any copyright, patent, trademark, design right, trade secret or any other proprietary rights or legends from the Service, unless you are permitted to do so by subscribing to Klipfolio's White Label feature, an add-on available as part of your Plan.

4. Confidentiality

- 4.1 Your Confidential Information shall include Your Data; Klipfolio's Confidential Information shall include the Service, including Usage Data and Aggregate Data; and Confidential Information of each party shall include the information about your Plan, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that: (i) is publicly known or readily ascertainable by the public, through no wrongful act of Receiving Party; (ii) is received from a third party without breaching an obligation owed to the Disclosing Party; (iii) is independently developed by or for the Receiving Party; or, (iv) was in its possession prior to it being furnished to the Receiving Party by the Disclosing Party.
- 4.2 The Receiving Party agrees that Confidential Information of the Disclosing Party: (i) will not be used for any purpose outside the scope of these Terms; (ii) will be treated with the same degree of care as similar information of the Receiving Party is treated within the Receiving Party's organization (but in no event less than reasonable care); (iii) will not be used for the benefit of a third party; and, (iv) will remain the property of the Disclosing Party. The Receiving Party will limit access to Confidential Information of the Disclosing Party except as otherwise authorized by the Disclosing Party in writing, to those of its and its Affiliates' employees, officers, directors, contractors, and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Disclosure of Confidential Information by the Disclosing Party's employees, officers, directors, contractors, agents or Affiliates is deemed to be the disclosure by the Disclosing Party.
- 4.3 The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

- 4.4 The obligations of the Receiving Party set forth in this section will remain in effect for a period of five (5) years following the date of first disclosure. Confidential information identified as a trade secret will be held in confidence indefinitely.

5. Disclaimer of Warranties:

- 5.1 Klipfolio warrants that: (i) it has validly entered into these Terms and has the legal power to do so; (ii) the Service will perform materially in accordance with the online documentation for the Service; and, (iii) the functionality of the Service will not be materially decreased during a subscription term.
- 5.2 THE SERVICE IS NOT COMPLIANT WITH THE REQUIREMENTS OF THE UNITED STATES HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA). EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. Limitation of Damages:

- 6.1 IN NO EVENT WILL KLIPFOLIO (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS) BE LIABLE TO YOU, OR ANY THIRD PARTY CLAIMING THROUGH YOU, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER CAUSED (INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF INCOME, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, INCREASED COSTS OF OPERATION, LITIGATION COSTS, AND THE LIKE), WHETHER BASED UPON A CLAIM OR ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN CONNECTION WITH THE SUPPLY, USE, OR PERFORMANCE OF THE SERVICE, REGARDLESS OF WHETHER KLIPFOLIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.2 KLIPFOLIO'S AGGREGATE LIABILITY TO YOU, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION, OR OTHERWISE WILL, IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURRENCES, BE LIMITED TO DIRECT DAMAGES AND WILL IN NO CIRCUMSTANCES EXCEED, IN THE AGGREGATE, THE FEES PAID TO KLIPFOLIO BY YOU FOR THE SERVICE IN THE YEAR PRECEDING THE CLAIM.

7. Fees:

- 7.1 You will pay the amount agreed to as part of Your Plan and any amendments made to Your Plan. If you have chosen to pay the fee by recurring credit card charges, the fee will be charged automatically to your credit card. If you have chosen any other payment method, the payment is due upon receipt of the invoice and shall be received by Klipfolio within 30 days to avoid restrictions being placed on the account.
- 7.2 All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You are responsible for payment of all such taxes, levies, or duties. There will be no refunds or credits for partial periods of service or periods of inactivity.
- 7.3 Should you make amendments to increase your Plan or purchase additional Support or Service offerings, this will result in an immediate charge to you of a prorated amount reflecting the increase in price for the remainder of the term of your Plan. Should you make an amendment to your Plan to decrease your Plan or decrease the Support or Service offering that you are receiving, any decrease in price will be reflected at the beginning of the next term of your Plan.

8. Term and Termination:

- 8.1 The Terms become effective on the date you accept them or commence using the Service and continue for the subscription term and details as specified in your Plan. Your subscription term shall automatically renew for additional periods equal to the expiring term unless either party gives the other thirty days' notice of non-renewal before the end of the relevant term.
- 8.2 Should you cancel your subscription to the Service, this Agreement will terminate at the end of the period for which You have committed to pay fees and you agree to cease using the Service. Any fees that You have committed to paying must still be paid.
- 8.3 Klipfolio, in its reasonable discretion, has the right to suspend or terminate this Agreement and use the Service by you. Klipfolio will use all reasonable efforts to contact you directly via email to warn you prior to suspension or provide you with the effective date of termination.
- 8.4 You are solely responsible for contacting Klipfolio to cancel the Service or request deletion of Your account. Klipfolio will delete Your Data within six months of you cancelling your subscription to the Service or, if earlier, upon receipt of a written request to delete Your Data.

9. U.S. Government Restricted Rights Legend: Software distributed to or on behalf of the United States of America, its agencies or instrumentalities ("U.S. Government") is provided with Restricted Rights. Use, duplication, or disclosure of Software by the U.S. Government is subject to the restrictions in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48CFR52.227-19, as amended or applicable, or such other applicable rules and regulations.

10. Term and Termination:

- 10.1 Governing Law: These Terms will be governed by the laws of the Province of Ontario and the laws of Canada applicable in Ontario. Each party agrees that the courts of the Province of Ontario will have jurisdiction. The parties agree that the terms of the United Nations Convention of Contracts for the International Sale of Goods do not apply to these Terms.
- 10.2 Relationship of Parties: The parties are not agents or legal representatives of each other. The parties to these Terms are independent contractors. No relationship of principal to agent, master to servant, employer to employee, or franchisor to franchisee is established hereby between the parties. Neither party has the authority to bind the other or incur any obligation on its behalf.
- 10.3 Survival: The provisions in Articles 3, 5, 6, and 10 and Sections 2.3, 2.4, 2.6, 2.7, 2.8, 4.4 and 8.2 will survive termination of this Agreement.
- 10.4 Precedence: Conflicts will be resolved as follows: Data Processing Addendum; Privacy Statement; Terms.
- 10.5 Assignment: You may not assign these Terms or any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Klipfolio (not to be unreasonably withheld). Notwithstanding the foregoing, you may assign these Terms, without Klipfolio's consent, to your Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of your assets.
- 10.6 Waiver: The waiver by either party of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach. Except for actions for breach of Klipfolio's proprietary rights in the Service, no action arising out of these Terms may be brought by either party more than one (1) year after the cause of action has arisen.
- 10.7 Entire Agreement: These Terms, together with the Data Processing Addendum, the Privacy Statement and the terms of any Plan, comprise the complete agreement between us regarding the subject matter.

- 10.8 Severability: If one or more provisions of these Terms are held to be unenforceable under applicable laws, those provisions will be modified to the minimum extent necessary to comply with applicable law and the intent of the parties.
- 10.9 Export Administration: You represent: (i) that you are not named on any U.S. Government list of persons or entities prohibited from receiving exports from the United States; (ii) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and, (iii) you shall not access or use the Service or App in violation of any United States export embargo, prohibition or restriction.
- 10.10 App Distributor Terms: You acknowledge that these Terms are concluded between You and Klipfolio only and not with an App Distributor. App Distributors and their subsidiaries are third party beneficiaries of these Terms. Upon your acceptance of these Terms, App Distributors will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third party beneficiary. App Distributors and their subsidiaries shall have no liability under these Terms.
- 10.11 Legal Notices; Contacting Klipfolio: All legal notices to Klipfolio shall be sent to legal@klipfolio.com. Questions regarding the Service can be directed to support@klipfolio.com