ROCSCIENCE

Rocscience Product Terms

Last Updated December 2025

Introduction

ROCSCIENCE PROVIDES ITS PRODUCT(S) SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THESE PRODUCT TERMS AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY DOWNLOADING THE SERVER KEY, CUSTOMER (A) ACCEPTS THESE PRODUCT TERMS AND AGREES THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT: (I) CUSTOMER IS OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, CUSTOMER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE PRODUCT TERMS ON ITS BEHALF AND BIND SUCH CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THESE PRODUCT TERMS, ROCSCIENCE WILL NOT AND DOES NOT LICENSE THE PRODUCT(S) TO CUSTOMER AND CUSTOMER MUST NOT DOWNLOAD THE SERVER KEY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE PRODUCT TERMS OR CUSTOMER'S ACCEPTANCE OF THESE PRODUCT TERMS, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THESE PRODUCT TERMS, AND THESE PRODUCT TERMS EXPRESSLY EXCLUDE ANY RIGHT CONCERNING ANY PRODUCT THAT CUSTOMER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF ROCSCIENCE'S PRODUCT.

1. These product terms (the "Product Terms") are comprised of:

    - The provisions set out in this Introduction;

    - PART A: General Terms are applicable to all agreements;

    - PART B: Desktop Products are applicable to the access and use of all software products which, in order to be used, must be downloaded or installed on a user's computer and the license is hosted on the Customer's local server or a cloud environment provided by Rocscience (Desktop Products);

    - PART C: Web Products refers to the access and use of Products and services provided by Rocscience utilising cloud services (Web Products);

    - PART D: Academic Use Licensing refers to the access and use of any Products by an academic institution for teaching or research purposes; and

    - PART E: Geographic Use Disclaimer

2. These Product Terms apply to all products and related services which are included in the Order Form, Sales Quotation, or MSA referencing these Product Terms, irrespective of whether such products are made available as Pre-Release, or commercial release versions (each a "Product", and together the "Products").These Product Terms do not apply to standalone services such as training, consultancy, implementation services or similar services all of which are dealt with under separate terms.

3. These Product Terms exclusively govern the Customer's access and use of the Rocscience Product(s). In the event that Customer submits any ordering document, or any other document purporting to request access and use of any Rocscience Product, no terms contained therein will apply to govern such access and use. The parties hereby acknowledge and agree that these Product Terms will prevail and control to the extent of any conflict or ambiguity as between these Product Terms and the terms contained in any other document.

These Product Terms constitute the sole and entire agreement between Customer and Rocscience with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into these Product Terms, other than those expressly set out in these Product Terms. To avoid doubt, these Product Terms apply to the exclusion of any customer terms, including as incorporated in any purchase order (or other document purporting govern the subject matter of these Product Terms). Any such additional terms or conditions, even if acknowledged by Rocscience, shall not be binding on the parties, and such document relating to these Product Terms will be for administrative purposes only and will have no legal effect.

ROCSCIENCE

PART A: GENERAL TERMS

1. **Definitions:**

Activation: the process of validating or otherwise enabling the Product(s) through a License Key issued by Rocscience.

Administration Portal: any portal or functionality made available to the Customer by Rocscience from time to time through which an authorized representative of the Customer can manage the Customer's and Authorized Users' access to Products, Usage Limits and other license parameters related to the rights granted to the Customer under these Product Terms.

Authorized User: any individual granted access to a Product by or on behalf of the Customer, subject to these Product Terms.

Authorized Reseller: any third party Authorized by Rocscience to grant Customer access to the Products.

Rocscience: Rocscience Inc. and any legal entity controlling, controlled by, or under common control with the Rocscience Inc., including, without limitation any such entity created or acquired during the term hereof.

Confidential Information: has the definition set out in Section 8.1.

Confirmation: any confirmation presented or emailed to a Customer or a Customer's representative as a result of the use of an online process to purchase Products which sets out the Products to be accessed and used, the applicable Fees and any other relevant terms.

Customer: the entity contracting with Rocscience for the purchase of the right to access and use Products as identified in a Sales Quotation or MSA, or the entity contracting with an Authorized Reseller.

Customer Data: the data inputted into Products by the Customer, by Authorized Users, or by Rocscience on the Customer's behalf.

Digital License Key: has the meaning given to it in Section 6.2.

Documents; Documentation: release notes made available at the time of download or release of the relevant Product together with any updates available via the Website or as otherwise notified to the Customer.

Entitled Customers: has the meaning given to it in Section 6.6.

Fees: the charges payable by the Customer with respect to the Products, as specified in a Sales Quotation, Confirmation or MSA or any other amount payable by the Customer pursuant to these Product Terms.

Force Majeure: includes (but shall not be limited to) events that are reasonably outside of the control of the party seeking to rely on the Force Majeure event, such as any severe weather, earthquake, fire, epidemic, pandemic, acts of terrorism, biological warfare, international sanctions, outbreak of military or civil hostilities, explosions, strikes, sabotage, governmental interference or decree, interruption of service due to telecom carriers, internet service provider issues, power supply issues, or other technology issues.

Hardware License Key: has the meaning given to it in Section 6.3.

Intellectual Property: includes patents, utility models, inventions, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information and the right to have information kept confidential, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world.

License: has the meaning given to it in Section 2.1 and "Licensed" and "Licensing" shall have an equivalent meaning.

License Key: has the meaning given to it in Section 6.1.

Licensed Territory: the single country listed as the Customer's principal place of business (or if none is specified, the country associated with the Customer's billing address.

MSA: any negotiated agreement in writing entered into by the Customer and Rocscience (such as a master supply agreement or an enterprise agreement) with respect to Products.

Pre-Release: means prior to commercial availability

Product: has the meaning given to it in Section 2 of the Introduction.

Product Terms: has the meaning given to it in Section 1 of the Introduction.

Sales Quotation: a Sales Quotation, sales invoice, letter, proposal or other document created by Rocscience setting out the Products to be accessed and used by the Customer, the applicable Fees and any other relevant terms.

Service Terms: means the services terms published from time to time and available on the Website.

Subscription: has the meaning given to it in Section 5.1.

Support and Maintenance: any support and maintenance services provided from time to time by Rocscience, including access to helpdesks and support material, bug fixing and the release of updates and upgrades to software.

Third-Party Products: applications and/or software products identified in which proprietary rights are held by or Licensed by a third-party entity other than Rocscience.

Usage Data: means such data or information as Rocscience may collect relating to the Customer's installation, access or use of Products, features of Products, any cloud services, and any other Rocscience services.

Usage Limits: any limit on the usage of any Product specified in a Sales Quotation, MSA or Confirmation (including, without limitation, the number of Authorized Users who may access or use the Product at any one time or over a period of time, the number of days that a Product is available for use by Authorized Users during a period of time, or the amount of data that can be stored with respect to any Web Product).

User Terms: any terms and conditions required to be accepted or agreed to by Authorized Users of a Product whether upon download or installation of a software Product, or upon the creation of a user identity, including but not limited to Rocscience ID, in order to access or use any Product, or otherwise.

Virus: any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Website: rocscience.com or alternate website administered by Rocscience detailing the Rocscience business division of Rocscience.

2. **General License**

2.1. License grant. Subject to the payment of all applicable Fees and conditioned upon Customer's compliance with these Product Terms, and where applicable depending on the type of Product, Rocscience hereby grants the Customer a non-exclusive, non-transferable non-sublicensable license as specified in the applicable MSA, Sales Quotation or Confirmation for the term, solely for installation, activation, and use in the Licensed Territory (each a "License"), which commences upon the issuance by Rocscience of the license to Customer (in the form of a License Key), and for a duration as specified in the Sales Quotation, and solely by and through its Authorized Users.

2.2. Territorial Restriction. The Customer's License is limited to installation and use of the Product(s) solely within the Licensed Territory. The Customer shall not, and shall ensure its Authorized Users do not, install, activate, access, or use the Product(s) on any device located outside the Licensed Territory, regardless of whether such device is owned or controlled by the Customer or an Authorized User. Any use outside the Licensed

Territory, even temporarily (e.g., during business travel or remote access), is prohibited and constitutes a material breach of these Product Terms, resulting in the forfeiture of the Customer's License.

2.3.   The Customer must not:

a)   translate, adapt or modify any Product or do anything to circumvent the operation of any Product;

b)   provide access to any Product to any unauthorized third party by any means including sharing log-in or identity information, or lending, renting, leasing, transferring, assigning or dealing in any Product, Documents or in any other way dealing with the Customer's rights under an agreement without the prior written consent of Rocscience;

c)   alter or modify the whole or any part of any Product, or permit or enable any Product or any part of it to be combined with or incorporated into any other programs, products, software or systems;

d)   disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of any Product, or copy or modify any Documents or attempt to do any such thing except to the extent expressly permitted by law;

e)   combine any Product or any part thereof with, or incorporate the Product or any part thereof in, any other software or programs;

f)   attempt to derive or gain access to the source code of the Software or any part thereof;

g)   remove, delete, alter, or obscure, translate, combine, supplement, or otherwise change any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy provided on or with any Product or Documentation, including any copy thereof;

h)   use any Product or Documentation in violation of any law, regulation, or rule; or

i)   use any Product or Documentation for purposes of competitive analysis of any such Product, the development of a competing software product or service, or any other purpose that is to the Rocscience's commercial disadvantage.

2.4.   Except for the limited rights and licenses expressly granted under these Product Terms, nothing in these Product Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property rights or license, nor other right, title, or interest in or to any Product or Documentation, and Rocscience's Confidential Information.

2.5.   Customer is responsible and liable for all uses of the Products and Documentation through access thereto provided by Customer, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Products and Documentation by its Authorized Users or by any other person to whom Customer or an Authorized User may provide access to or use of the Products and/or Documentation, whether such access or use is permitted by or in violation of these Product Terms. For greater certainty, and where a Customer's Authorised Users are employees or direct contractors of the Customer, the Customer expressly agrees that it nonetheless remains responsible to Rocscience for the acts or omissions of such Authorised Users.

3.   **Customer Obligations**

3.1.   The Customer is responsible for:

a)   ensuring that its Authorized Users comply with the applicable User Terms and these Product Terms;

b)   ensuring that its Authorized Users keep confidential their Rocscience IDs and do not share the same with any other employee, contractor or representative of the Customer or any third party;

c)   paying all Fees and charges due under these Product Terms;

d)   ensuring that the Administration Portal is used in a responsible manner in accordance with these Product Terms and any applicable Usage Limits;

e) ensuring that individuals who are not employed by or contracted to the Customer or are otherwise not authorized to use the Products are not granted access to the Products; and

f) suspending or removing access to a Product for any individual that ceases to be an Authorized User of that Product.

3.2. The Customer is liable for the actions and Product use of any individual who gains access to the Products licensed to the Customer, irrespective of whether that access was authorized by the Customer.

3.3. By entering into these Product Terms or installing and using a Product, the Customer represents and warrants that the individual representing the Customer has the legal capacity and authority to enter into a binding agreement with Rocscience.

3.4. The Customer represents and warrants that the Products will be used only in accordance with these Product Terms and in accordance with all applicable laws and regulations, including all applicable technology controls or export laws and regulations.

4. **Pre-Release Products**

4.1. Pre-Release releases of a Product (**Pre-Release Products**) allow Authorized Users to use and evaluate pre-release Products before that Product is commercially available. Pre-Release Products may contain errors or inaccuracies and may not function in the same manner as commercially available Products. With respect to Pre-Release Products, the Customer acknowledges and agrees that (notwithstanding any provision to the contrary herein) the Pre-Release Product is provided on an "as is" basis without any warranty of any kind. Rocscience is under no obligation to provide support for the use of a Pre-Release Product.

5. **Support and Maintenance**

5.1. Where the Customer has entered into these Product Terms for the purchase of a right to access and use a Product on a subscription basis, the software Products include the right to receive Support and Maintenance for the term specified in the Sales Quotation (each a "Subscription").

5.2. Where the Customer has entered into these Product Terms for the purchase of a right to access and use a Product on a perpetual Licence basis, the provision of Support and Maintenance by the Rocscience is subject to the payment in advance of the necessary Fees for the same and the Customer's right to access and use such Support and Maintenance will commence on the date that the License Key is issued.

5.3. Rocscience has no obligation to permit a Customer to purchase Support and Maintenance with respect to any Product Licenced on a perpetual basis and where the Customer has allowed their Support and Maintenance to lapse for any such period that they have not paid for Support and Maintenance on a continual basis since the commencement of the relevant Licence. In such circumstances, the Customer may be required to make payment for the lapsed periods or a new Licence.

6. **License Activation and Entitlement**

6.1. All Customer license holders, whether perpetual, subscription-based, or otherwise, require a valid license key to Activate and operate the Product(s) (each, a "License Key"). License Keys may be either Digital License Keys or Hardware License Keys. THE PRODUCT(S) WILL NOT FUNCTION WITHOUT A VALID, NON-EXPIRED DIGITAL LICENSE KEY ISSUED BY ROCSCIENCE. NO CUSTOMER HAS ANY RIGHT TO USE ANY PRODUCT WITHOUT A VALID LICENSE KEY. LICENSE POSSESSION ALONE DOES NOT GUARANTEE ACCESS OR FUNCTIONALITY.

6.2. Digital License Keys are code or files generated by Rocscience systems as a service to its Entitled Customers, enabling Activation and operation of the Software. As of the date of these Product Terms, Digital License Keys are and will be the sole supported method of Product Activation; Rocscience will not issue or support any other form of License Activation.

6.3. Hardware License Keys are physical devices (such as dongles), issued by Rocscience that contain encoded authorization credentials. These Hardware License Keys enable Products to operate only when physically connected to an authorized machine. Customer hereby acknowledges and agrees that mere possession of a Hardware License Key does not confer any ongoing right to Support and Maintenance, any replacement of such Hardware License Key, or any License renewal. Rocscience no longer issues or supports Hardware License Keys in any form.

6.4. All Digital License Keys are time-limited, and expire no later than one (1) calendar year from the date of issuance. This applies to all Products, all License types, and all Customers (including perpetual License holders), regardless of the original acquisition date.

6.5. Renewal of Digital License Keys is a separate and ongoing service that Rocscience provides exclusively to Entitled Customers. This service is independent from the underlying Product License and subject to then-current entitlement status.

6.6. Entitled Customers are those who (i) are entitled to receive Support and Maintenance in accordance with Section 5 (Support and Maintenance) for a specific Product and number of licensed seats, or (ii) maintain an active Subscription to such Product.

6.7. Support and Maintenance or a Subscription for any given Product does not and will not entitle the Customer to receive a License Key for any other Product.

6.8. Support and Maintenance or a Subscription for a specified number of seats does not and will not entitle the Customer to receive License Keys for additional seats.

6.9. Possession of a perpetual Product License does not entitle a Customer to receive a Digital License Key unless Customer is eligible to receive Support and Maintenance or an active Subscription for the corresponding Product and seats.

6.10. Rocscience may embed geo-location checks in the Product(s) or License Key validation process. Any attempt to activate or use the Product(s) from outside the Licensed Territory will result in automatic deactivation of the License Key and suspension of access until remedied.

6.11. Disclaimers and Additional Terms.

ROSCIENCE EXPRESSLY DISCLAIMS ANY OBLIGATION TO PROVIDE DIGITAL LICENSE KEYS OR REPLACEMENT HARDWARE LICENSE KEYS TO CUSTOMERS WHO ARE NOT ENTITLED CUSTOMERS, INCLUDING BUT NOT LIMITED TO PERPETUAL LICENSE HOLDERS WHO ARE NOT CURRENTLY ENTITLED TO RECEIVE SUPPORT AND MAINTENANCE. NOTWITHSTANDING THE FOREGOING, ROCSCIENCE MAY, ON A CASE-BY-CASE BASIS AND IN ITS SOLE AND ABSOLUTE DISCRETION ISSUE FURTHER LICENSE KEYS TO SUCH CUSTOMERS IN RESPECT OF SUCH UNSUPPORTED PRODUCTS.

THIS LIMITATION APPLIES REGARDLESS OF ANY PRIOR PRACTICE OR ACCOMMODATION, INCLUDING CASES WHERE A CUSTOMER MAY HAVE SURRENDERED A HARDWARE LICENSE KEY IN EXCHANGE FOR A DIGITAL LICENSE KEY. THIS AGREEMENT SUPERSEDES ALL PREVIOUS AGREEMENTS, PRACTICES, AND COMMUNICATIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, REGARDING PRODUCT ACTIVATION, LICENSE KEY DISTRIBUTION, AND ENTITLEMENT. BY ACCEPTING THESE PRODUCT TERMS, CUSTOMER EXPRESSLY WAIVES ANY RELIANCE ON PRIOR AGREEMENTS, COMMUNICATIONS, OR PRACTICES, WHETHER WRITTEN OR ORAL, RELATED TO PRODUCT ACTIVATION OR RENEWAL AND ACKNOWLEDGES THAT ANY ACTIVATION OF PRODUCTS FOR CUSTOMERS WHO WERE/ARE NOT ENTITLED CUSTOMERS WAS/IS DONE BY ROCSCIENCE EX GRATIA, WITHOUT ANY LEGAL OR CONTRACTUAL OBLIGATION WHATSOEVER, AND MAY BE DISCONTINUED AT ANY TIME WITHOUT NOTICE.

THE CUSTOMER ACKNOWLEDGES THAT THE PROVISION OR RENEWAL OF A DIGITAL LICENSE KEY, INCLUDING ANY ONE-TIME OR DISCRETIONARY ISSUANCE BY ROCSCIENCE, CONSTITUTES VALID AND SUFFICIENT CONSIDERATION FOR ACCEPTANCE OF THESE PRODUCT TERMS. ROCSCIENCE HAS NO OBLIGATION TO PROVIDE LICENSE KEYS TO ANY CUSTOMER, REGARDLESS OF LICENSE TYPE OR PAYMENT HISTORY, AND MAY CONDITION ANY SUCH ISSUANCE ON ACCEPTANCE OF THEN-CURRENT PRODUCT TERMS.

BY REQUESTING, RECEIVING, DOWNLOADING, ACTIVATING, OR USING A DIGITAL LICENSE KEY PROVIDED BY ROCSCIENCE, THE CUSTOMER AGREES TO BE BOUND BY THE THEN-CURRENT VERSION OF THESE PRODUCT TERMS. ACTIVATION OF THE PRODUCT CONSTITUTES EXPRESS ACCEPTANCE OF THESE PRODUCT TERMS. ROCSCIENCE MAY CONDITION THE ISSUANCE OF ANY LICENSE KEY ON SUCH ACCEPTANCE AND RESERVES THE RIGHT TO WITHHOLD KEYS FROM CUSTOMERS WHO DO NOT ACCEPT THESE PRODUCT TERMS.

7. **Systems Requirements**

7.1. Rocscience will publish or otherwise provide a statement of its system requirements which describe the minimum hardware and software requirements the Customer's systems must meet to access and use Products. The Customer is responsible for ensuring that its hardware and software meet at least the minimum standards of Rocscience's system requirements and will be responsible for any costs associated with meeting these requirements.

7.2. Rocscience expressly reserves the right to update unilaterally or change the system requirements as it maintains and develops Products. Rocscience will provide the Customer with the appropriate notification of important changes to the system requirements during development, such as when a new Product version is released.

7.3. During the Term, Rocscience may, in Rocscience's sole discretion, audit Customer's use of the Product(s) to ensure Customer's compliance with this Agreement[, provided that (i) any such audit shall be conducted on not less than ten (10) days' prior notice to Customer, and (ii) no more than one (1) audit may be conducted in any calendar year except where good cause is shown. Rocscience also may, in its sole discretion, audit Customer's systems within twelve (12) months after the end of the Term to ensure Customer has ceased use of the Product(s) and removed all copies of the Product(s) from such systems as required hereunder. Customer shall fully cooperate with Licensor's personnel conducting such audits and provide all reasonable access requested by Rocscience to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information.

8. **Confidentiality**

8.1. From time to time, either party (**Disclosing Party**) may disclose Confidential Information to the other party (**Receiving Party**). The Receiving Party must at all times ensure the confidentiality of the Confidential Information and ensure that its officers, employees and agents do not disclose, communicate, copy or reveal for any purpose whatsoever the Confidential Information except as permitted under these Product Terms or any Agreement. If the Customer has entered into an Agreement to purchase a Third-Party Product, the Customer expressly permits Rocscience to disclose certain information, including the identity of any users (to the extent known) and the date on which the license was issued, to that third party for the purpose of fulfilling the Agreement. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". For greater certainty, Confidential Information includes the Products, Documents, and information relating to the customer account and any other information provided by Disclosing Party to Receiving Party as confidential, or which from its nature and content is, or would reasonably be expected to be, confidential. The obligations under this Section 8 will survive termination of any Agreement.

8.2. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' non-compliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

8.3. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

b) except as may be permitted by and subject to its compliance with Section 8.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 8.3; and

(iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 8.3;

   c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its own similarly sensitive information and in no event less than a reasonable degree of care;

   d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 8; and

   e) promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure.

8.4. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 8 with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its representatives.

9. Intellectual Property

9.1. The Customer acknowledges that the Intellectual Property rights in the Products and the Documents are that of Rocscience and that the Customer has no rights in or to the Products or Documents other than the right to use them in accordance with the Agreement. The Customer must maintain all intellectual property notices appearing on the Products or Documents. The Customer must notify Rocscience immediately, in writing, if the Customer knows of any circumstances that suggest any breach of Rocscience's Intellectual Property rights, including that any person, entity, or computer program may have unauthorized knowledge, possession or use of any Product or Documents. The Customer acknowledges that it has no right to access the Products in source code form.

9.2. The Customer must promptly provide Rocscience with written notice if the Customer has knowledge of a claim or the likelihood of a claim by a third party against the Customer that the Customer's use of the Products infringes that third party's intellectual property rights.

9.3. At its sole option and in its sole discretion, Rocscience may defend the Customer against any claim made by a third party against the Customer that a Product, specifically excluding Pre-Release Products, Third-Party Products, open source components, or any modifications or combinations made by or on behalf of the Customer, infringes any United States or Canadian patent effective at the date of commencement of the Agreement, copyright, or database right owned by or proprietary to the third party, and may indemnify the Customer for any amounts awarded against the Customer in final judgment or settlement of any such claim (excluding attorneys' fees incurred by the Customer), provided that: a) Rocscience is given prompt written notice of any such claim; b) the Customer provides reasonable co-operation to Rocscience in the defence and settlement of such claim, at Rocscience's expense; c) the Customer takes all reasonable steps to mitigate its losses or damage; and d) Rocscience is given sole authority to defend or settle the claim (the Customer is obliged to issue all required documents (including powers of attorney) authorising Rocscience to defend or settle the claim). Notwithstanding anything to the contrary, Rocscience's total liability under this Section **Error! Reference source not found.** shall not exceed the aggregate Fees paid by the Customer for the infringing Product in the twelve (12) months preceding the claim. In lieu of indemnity, Rocscience may, at its option and in its sole discretion: (i) procure the right for the Customer to continue using the Product; (ii) modify the Product to avoid infringement; or (iii) terminate the License and refund any prepaid, unused Fees.

9.4. The foregoing states the Customer's sole and exclusive rights and remedies, and Rocscience's entire obligations and liability with respect to third party claims for patent, copyright, database or right of confidentiality infringement.

10. Charges and Payment

10.1. The Customer shall pay all invoices in cleared funds when due, in full, without deduction or setoff of any kind, and in the specified currency. Unless otherwise specified on an invoice or otherwise agreed in writing, all invoices are immediately due and payable on their date of issue. Fees are non-refundable.

10.2. The Customer is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Rocscience's net income) that are imposed or become due in connection with an Agreement. In the event that the Customer becomes liable to deduct or withhold an amount by way of tax or otherwise from payment of the Fees due, or if the Rocscience is required to collect any sales, use or other taxes from the Customer, the Customer will pay such additional amount as will be necessary to ensure that the amount of the Fees received by the Rocscience equals the amount that would otherwise have been received in the absence of such deduction, withholding tax or duty.

10.3. Rocscience may charge interest on overdue amounts. If Customer fails to pay any Fees on time, the Rocscience reserves the right, in addition to taking any other action at law or equity, to charge interest on past due amounts at 1.25% per month or the highest interest rate allowed by law, whichever is less, and to charge all expenses of recovery. Interest will be calculated from the due date to the date of payment (both inclusive).

10.4. Should Rocscience discover that one or more Authorized Users are in breach of Section 3.1b (Unauthorized Use), Rocscience shall be entitled to invoice the Customer for the Unauthorized Use on notice to the Customer of the same (provided that Rocscience also supplies Customer with reasonable evidence of such Unauthorized Use).

11. Term and Termination

11.1. The term of any licenses granted under an Agreement will be specified in the Agreement (the "**Term**"). Unless otherwise agreed in writing, the Fees for any renewal of a license will be the then current list price for the Product as notified to the Customer by Rocscience.

11.2. Rocscience will provide notice of the renewal of the Term of any licensed Product at least thirty (30) days prior to its expiry by issuing a Sales Quotation to the Customer or otherwise following an agreed process in any MSA. The Customer may accept the Sales Quotation or other applicable notification. Upon such notification, Rocscience will issue an invoice for the applicable Fees which will be payable upon its terms and/or the terms of the Agreement.

11.3. Rocscience may terminate the Agreement immediately by notice in writing to the Customer if:

a) the Customer is in irremediable breach of its material obligations or, in the case of a remediable breach, such breach has not been remedied within fourteen (14) days of receipt by the Customer of a notice from Rocscience specifying the breach and requiring its remedy;

b) the Customer enters into voluntary or compulsory liquidation, or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed over any part of its assets, or ceases for any reason to carry on business, or takes or suffers any analogous action which is likely to result in an inability to pay its debts when due; or

c) any change in applicable law or regulation renders performance under any provision of the Agreement impracticable or impossible for either party.

11.4. For the avoidance of doubt, material obligations of the Agreement include any obligations which relate to what the Customer or any Authorized Users may or may not do with respect to the Products and any obligations related to intellectual property rights, confidentiality, or payment of amounts due.

11.5. Immediately upon termination of an Agreement or any License of a Product for any reason:

a) all rights granted to the Customer under the Agreement will cease in whole or with respect to the relevant Product as applicable;

b) the Customer must pay in full any sums due to Rocscience under the Agreement; and

c) the Customer must immediately delete or remove the Product from all computer equipment in its possession and immediately destroy or return to Rocscience all copies of the Product that the Customer has in its possession, custody or control and, in the case of destruction, certify to Rocscience that the Customer has done it.

12. Right to Suspend License

12.1. In the event that the Customer or any Authorized User breaches any material obligation of the Agreement (including, without limitation, the obligation to pay Fees), Rocscience may block any or all Authorized Users' access to the Products or otherwise suspend the Customer's access to the Products or any Administration Portal or other service made available by Rocscience until such time as the breach is remedied.

13. Data and Security

13.1. Ownership of all rights, title and interest in the Customer Data shall remain with the Customer. Rocscience will maintain the confidentiality of the Customer Data and will not copy or reproduce the Customer Data except as required for the fulfilment of its obligations under the Agreement (including the right to provide Web Products and support services requested by the Customer). The Customer will be solely responsible for the Customer Data, including without limitation for uploading such data, securing transmission of such data to Rocscience and/or appropriately formatting and configuring such data for use with the Web Products.

13.2. Any personal data (including personal data contained within Usage Data) collected by Rocscience as a result of the performance of its obligations under the Agreement will be collected and used in accordance with the Privacy Policy published on the Website.

13.3. Rocscience will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation.

14. Liability

14.1. The Customer acknowledges that the Products operate in a predictive manner relative to input, and that Rocscience has no control over the collection, use or interpretation of input. The Customer assumes sole responsibility with respect to the use and the results of the use of the Products and Documents in terms of correctness, accuracy, reliability and performance, and the conclusions drawn from such use. Furthermore, the Customer acknowledges that the Products have not been developed to meet any individual requirements, and that it is the Customer's responsibility to ensure that the features, facilities and functions of the Product as described in the Documents meet the Customer's requirements.

14.2. Rocscience shall have no liability for any damage caused by error or omissions in any information, instructions or scripts provided to Rocscience by the Customer in connection with a Product or any actions taken by Rocscience at the Customer's direction.

14.3. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THESE PRODUCT TERMS, THE PRODUCTS AND DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT CONDITION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ROCSCIENCE, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND DOCUMENTATION, INCLUDING ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ROCSCIENCE PROVIDES NO CONDITION, WARRANTY, OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PRODUCTS WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

14.4. To the fullest extent permissible at law:

a) ROCSCIENCE SHALL NOT BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), AGREEMENT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT), RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS HOWEVER ARISING UNDER THE AGREEMENT; AND

b) ROCSCIENCE'S MAXIMUM AGGREGATE LIABILITY IN AGREEMENT (INCLUDING IN RESPECT OF THE INDEMNITY AT SECTION 9.3, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID OR PAYABLE BY THE CUSTOMER FOR ACCESS TO AND USE OF THE PRODUCT IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

14.5. Customer acknowledges and agrees that Rocscience's liability under the Agreement is solely to the Customer and not to any Customer's affiliates or any third party. Customer hereby indemnifies all Rocscience entities (including its officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim by a Customer affiliated entity.

15. Third party data

15.1. Rocscience Products incorporate third party data. Rocscience takes no responsibility for the accuracy or reliability of the underlying data provided by these third parties. Rocscience shall have no liability for any damage caused by errors or omissions in any information or instructions as a result of the use of any such third-party data.

16. Application to Agreements with Authorized Resellers

16.1. Where a Customer purchases a right to access and use a Product from an Authorized Reseller of Rocscience:

16.2. its Agreement is with the Authorized Reseller and Rocscience will not be bound by any terms and conditions agreed by the Customer and the Authorized Reseller that apply to the access and use of the Product (or payment for the same) in addition to these Product Terms;

a) notwithstanding the provisions of Section 16.1a) above, these Product Terms will govern all access and use of the Products and the Customer agrees to be bound by these Product Terms to the exclusion of all other terms with respect to access and use of the Products. Rocscience reserves the right to suspend or terminate unilaterally any Customer's or user's access to any Product if they breach these Product Terms, irrespective of whether they purchased the right to access and use the Products directly from Rocscience or from an Authorized Reseller; and

b) Rocscience accepts no liability for any Authorized Reseller's failure to comply with the terms of any Agreement between it and the Customer relating to the access and use of any Product.

17. Force Majeure

17.1. Neither party is liable to the other for any failure or delay in performing its obligations (other than an obligation to make payment) under the Agreement to the extent caused by Force Majeure.

17.2. If the Force Majeure event lasts for more than ninety (90) days, then either party is entitled to terminate the relevant Agreement by sending a relevant written termination notice to the other party not later than five (5) days prior to the expected termination date.

18. Survival

18.1. All provisions of these Product Terms which, by their nature, should survive termination will survive termination, including Sections 8, 9.1, 10, 12, 14, 18, 19 and 20.

19. Governing Law

19.1. The terms of the Agreement will be governed by, interpreted, and enforced in accordance with the laws of the Province of Ontario, and those of the country of Canada.

19.2. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Agreements for the International Sale of Goods, as amended, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Agreement.

20. Dispute Resolution

20.1. Before taking any court action, a party must use their best efforts to resolve any dispute, controversy or claim (**Dispute**) under, or in connection with, the Agreement, including those connected with breach, termination, interpretation, performance, binding effect and validity of the Agreement, through good faith negotiations. If the parties are unable to resolve a Dispute through good faith negotiations within ten (10) days upon the date of occurrence a relevant Dispute, the terms of Section 19.2 apply.

20.2. Except as otherwise set out in Section H (Region Specific Terms), if the parties are unable to resolve a Dispute in accordance with Section 19.1:

a) where the Agreement is governed by the laws of Ireland, the parties shall submit to binding arbitration before a single arbitrator in Dublin, Ireland in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce;

b) where the Agreement is governed by the laws of the United Kingdom, the parties shall submit to binding arbitration before a single arbitrator in London, United Kingdom in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce; or

c) where the Agreement is governed by the laws of the Commonwealth of Pennsylvania, the parties shall submit to binding arbitration before a single arbitrator in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction. Each party shall bear its own legal fees, costs, and expenses incurred in such arbitration. Notwithstanding this Section 19.2, Rocscience has the right to commence proceedings against the Customer in any court in respect of a failure by the Customer to comply with Section 9 of this Part A without first submitting to binding arbitration. The foregoing shall not restrict nor prevent Rocscience from seeking injunctive relief in any court of competent jurisdiction.

21. **Notices**

Any notice required to be given under an Agreement shall be in writing and shall be delivered by hand, sent by courier or sent by email to the other party at its address set out in the Sales Quotation, Confirmation or MSA, or such other address as may have been notified by that party for such purposes. A notice delivered by hand or by courier shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A notice sent by email shall be deemed to have been received when transmitted provided that no automatic notification of failed delivery is received.

22. **Assignment and sub-contracting**

22.1. Rocscience may assign, subcontract or transfer any right and/or obligation under the Agreement, including to any Rocscience entity, without the prior written approval of the Customer.

22.2. The Customer may not assign, subcontract or transfer any right or obligation under the Agreement without the prior written approval of Rocscience.

23. **Independent Contractors**

23.1. The parties shall be independent Contractors in their performance under the Agreement, and nothing contained herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

24. **Variation to Product Terms**

24.1. These Product Terms and/or any applicable policies may be revised by Rocscience from time to time. By downloading or using any new version of a Product, paying Support and Maintenance Fees or accepting any update, renewal or new release offered by Rocscience, the Customer will be deemed to have agreed to, and will be bound by, the then-current version of the Product Terms.

25. **Waiver**

25.1. Any waiver by a party of any of its rights or remedies under the Agreement will be effective only if it is agreed by both parties in writing. If the waiver relates to a breach of any provision of the Agreement, this will not

(unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of the Agreement at any time by either party will in any way affect, limit or waive that party's right to subsequently require strict compliance with the Agreement.

26. **Language**

    26.1. Copies of these Product Terms or the Agreement may be provided in languages other than English for information purposes only. In the event of any conflict between the terms of these Product Terms or the Agreement in English and any translation, the English version will take precedence, unless directly agreed otherwise in the Agreement.

27. **Sanctions and Export Controls**

    27.1. The Products are subject to Canadian sanctions and export control laws, regulations and requirements, in addition to sanctions and export control laws, regulations and requirements of other agencies or authorities based outside of Canada (collectively referred to as **Sanctions and Export Controls**). Regardless of any disclosure made by the Customer to Rocscience of an ultimate destination of the Products, the Customer must not export, re-export or transfer, whether directly or indirectly, the Products, or any portion thereof, or any system containing such Products or portion thereof, to anyone without first complying strictly and fully with all Sanctions and Export Controls that may be imposed on the Products and/or the export, re-export or transfer, direct or indirect, of the Products, and transactions related thereto. The entities, end uses and countries subject to restriction by action of the Canadian Government, or any other governmental agency or authority outside of Canada, are subject to change, and it is the Customer's responsibility to comply with all applicable Sanctions and Export Controls as they may be amended from time to time. The Customer shall indemnify, defend and hold Rocscience and each Rocscience entity (including its officers, directors, agents and employees) harmless for any breach of its obligations pursuant to this Section.

    27.2. Rocscience reserves the right to restrict the countries from which customers can access or use any of its Products and the Customer will comply with these restrictions on notice by Rocscience. If the Customer attempts to access or use any Products from a restricted country by circumventing these restrictions, its Licenses will become invalid and Rocscience may exercise its rights under Section 11.1 and/or refuse to process a payment at its sole discretion.

28. **Anti-Piracy**

    28.1. As part of legal efforts to combat criminal software piracy, the Products may include a security mechanism that can detect the installation or use of illegal copies of the Products and collect and transmit data about those illegal copies. Data collected will not include any Customer Data created with the Products. By accessing and using the Products, the Customer consents to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. If the Customer is illegally accessing Rocscience's Products and does not consent to the collection and transmission of such data (including to Canada and/or United States), it must cease such illegal access and contact Rocscience to obtain legal access to the relevant Product.

29. **Third party services**

    29.1. Rocscience accepts no liability with respect to any third party services offered by or on behalf of a Customer in connection with the Products and the Customer will indemnify Rocscience and each Rocscience entity (including its officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim arising from or related to such services.

PART B: DESKTOP PRODUCTS

In addition to Part A, Part B applies where the Customer has entered into an Agreement for access to and use of a Desktop Product.

1. **Scope of License**

1.1 The Desktop Product(s) is/are protected by copyright, trade secret, and other intellectual property laws. Customer is only granted certain limited rights to install and use the Desktop Product(s), and Rocscience reserves all other rights in the Desktop Product(s) not granted to Customer in writing herein.

1.2 The Customer and the Authorized Users may:

a) as long as Customer meets any applicable payment obligations and complies with this Agreement, Rocscience hereby grants to Customer a personal, limited, nonexclusive, nontransferable, revocable license to download, install and use a Desktop Product on a device provided by the Customer for its internal business purposes in accordance with: (i) the Licensing permissions and Usage Limits applicable to the Customer; and (ii) Rocscience's then-current Product discontinuation policies; and

b) access and use Documents in support of the use permitted under the Agreement and make required copies of such Documents as reasonably necessary for its lawful use.

2. Warranty

2.1 With respect to all Desktop Products, except Pre-Release Products and Third-Party Products, Rocscience warrants solely that, for a period of thirty (30) days from the date of issuance of the License Key (Warranty Period), the Desktop Products will, when properly installed and used on an operating system for which they are designed and without modification by the Customer, perform substantially in accordance with the material functions described in the then-current Documentation provided by Rocscience at the time of delivery.

2.2 If, within the Warranty Period, the Customer notifies the Rocscience in writing of any defect or fault in a Desktop Product as a result of which it fails to perform substantially in accordance with the Documents, Rocscience shall, at its sole discretion, either repair or replace the Desktop Product provided the Customer makes available to Rocscience all the information that may be necessary to help Rocscience remedy the defect or fault, including sufficient information to enable Rocscience to recreate the defect or fault. The foregoing represents the Customer's sole and exclusive remedy and Rocscience's sole and exclusive liability for the breach of any warranty under Section 2.1.

2.3 The warranty described in Section 2.1 of this Part B and the remedies described in Section 2.2 of this Part B will not apply if the defect or fault in the Desktop Product results from the Customer having:

a) altered or modified the Desktop Product;

b) used the Desktop Product in breach of the terms of the Agreement; or

c) results from the Customer's failure to use the most recent version of the Product or Documentation provided by Rocscience.

2.4 Other than the warranty granted in Section 2.1 of this Part B, all representations or warranties are expressly excluded, including any implied warranties of merchantability and fitness for a particular purpose, except any which may not lawfully be excluded.

PART C: WEB PRODUCTS

In addition to Part A, Part C applies where the Customer has entered into an Agreement for access to and use of a Web Product.

1 Definitions:

Maintenance: release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as necessary to maintain the Web Product, including all regularly scheduled error corrections, software updates and those upgrades limited to improvements to features.

Material: any messages, files, data, images, photographs, code and other materials uploaded to a Web Product by an Authorized User, including Customer Data.

2 Authorized Users

2.1 The Customer may add Authorized Users, or otherwise increase the Customer's use of Web Products by submitting a request to Rocscience or via any applicable portal. Unless otherwise agreed in writing, the Rocscience will charge the Customer for any increased use at its then-current rates of any applicable License to use a Web Product, as specified in the Agreement.

3 Customer obligations
3.1 The Customer:

a) is responsible and liable for all uses of the Web Products and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use all reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

b) Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

c) will provide Rocscience with all co-operation reasonably requested by Rocscience and all necessary access to such information as may be required by Rocscience in order to provide a Web Product and associated services, including (but not limited to) Material, security access information and software interfaces to the Customer's other business applications;

d) will not, and will ensure that its Authorized Users do not, store, distribute or transmit through a Web Product any Virus, or any Material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities; or anything that violates any applicable laws; and

e) is responsible for obtaining and maintaining all telecommunications, broadband and computer equipment and services needed to access and use the Web Products, and for paying all associated charges.

4 Rocscience support and maintenance obligations

Rocscience's obligations under this Section 4 are provided on an 'as is' basis and limited to commercially reasonable efforts. Rocscience makes no guarantees regarding uptime, performance, or availability, and no credits or remedies shall apply for downtime.

4.1 Rocscience will contract with a third party of its choosing to host the Web Product in the cloud and will be responsible for managing that cloud environment. Rocscience will ensure that the cloud environment is sufficient to provide the Web Product and associated services in accordance with the Agreement.

4.2 Rocscience may provide Support and Maintenance for the Web Product for the term set out in the Agreement.

4.3 Rocscience will provide reasonable monitoring, back-up, and administration services in relation to the Web Product and, to the extent that Rocscience deems necessary, will implement reasonable and appropriate measures to help secure the hosted environment against unlawful access.

4.4 Rocscience may develop a back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process with respect to the Web Products.

4.5 Rocscience may interrupt the availability of a Web Product to perform emergency Maintenance at any time and without notice to the Customer.

4.6   Rocscience may interrupt the availability of a Web Product for scheduled Maintenance. Rocscience shall use reasonable efforts to provide the Customer with prior notice of any scheduled Maintenance, and the Customer shall use reasonable efforts to comply with any Maintenance requirements notified by Rocscience. Rocscience will always endeavour to keep any service interruptions to a minimum.

5   Customer Data, archiving and backup

5.1   The Customer represents and warrants that:

a)   the Customer has obtained all necessary rights, releases and permissions to submit all Material to the Web Products;

b)   submission and use of the Material in the Web Product will not violate any applicable laws, or any third-party intellectual property, privacy, publicity or other rights; and

c)   Rocscience assumes no responsibility or liability for the Material, and the Customer is solely responsible for the Material and the consequences of submitting and using it with the Web Products.

5.2   The Customer and its Authorized Users must not submit to the Web Products any sensitive personal information. Notwithstanding any other provision to the contrary, Rocscience has no liability under the Agreement for personal information submitted in violation of the Agreement.

5.3   The Customer will indemnify Rocscience and each Rocscience entity (including its officers, directors, agents and employees) from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claim arising from or related to Material submitted or used with the Web Products, including any infringement, privacy violations, or data breaches attributable to the Customer or its Authorized Users..

5.4   Rocscience has no obligation to monitor any Material uploaded to the Web Products. However, if any Material breaches these Product Terms, Rocscience may remove the Material from the Web Product or suspend the Customer's or an Authorized User's access to the Web Product. Rocscience will use reasonable efforts to provide the Customer with advance notice of removals and suspensions when practicable, but if Rocscience determines that the Customer's actions may compromise the operation of the Web Product or other users, Rocscience may suspend the Customer's access or remove the Material immediately without notice. Rocscience has no liability to the Customer for removing or deleting the Material from, or suspending the Customer's access to, any Web Products as described in Section 7 of this Part C.

5.5   In the event of any loss or damage to Material caused by Rocscience's gross negligence, the Customer's sole and exclusive remedy shall be for Rocscience to use commercially reasonable efforts to restore the lost or damaged Material from the latest back-up maintained by Rocscience, if any. Rocscience shall have no liability for data loss unless proven to result from its willful misconduct.

5.6   Rocscience will not be responsible for any loss, destruction, alteration or disclosure of Material caused by any third party.

5.7   Notwithstanding anything to the contrary in this Agreement, Rocscience may monitor Customer's use of the Web Products and collect and compile aggregated statistics (the "**Aggregated Statistics**"). As between Rocscience and Customer, all right, title, and interest in the Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Rocscience. Customer acknowledges that Rocscience may compile Aggregated Statistics based on Customer Data and Usage Data that is introduced into the Web Products. Customer agrees that Rocscience use Aggregated Statistics to the extent and in the manner permitted under applicable law.

6   Return of Customer Data

6.1   Upon receipt of Customer's written request and payment of all applicable Fees (including a processing fee determined by Rocscience), and within thirty (30) days of the expiry or termination of this Agreement, Rocscience may, at its discretion, use commercially reasonable efforts to deliver a copy of any back-up of the Customer Data to the Customer in a standard format selected by Rocscience. The Customer shall pay all expenses incurred by Rocscience in returning or disposing of Customer Data, including any data export fees. Rocscience will have no obligation to maintain or store the Customer Data beyond sixty (60) days after

the expiry or termination of this Agreement and may delete all remaining Customer Data thereafter without liability.

7   Suspension

7.1   Notwithstanding anything to the contrary in this Agreement, Rocscience may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Web Products if: (i) Rocscience reasonably determines that (A) there is a threat or attack on Rocscience any Rocscience intellectual property or system, (B) Customer's or any Authorized User's use of the Web Product(s) disrupts or poses a security risk to Rocscience or to any other customer or service provider of Rocscience, (C) Customer, or any Authorized User, is using the any Web Product for fraudulent or illegal activities, (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) Rocscience 's provision of the Web Product(s) to Customer or any Authorized User is prohibited by applicable law; or (ii) any service provider of Rocscience has suspended or terminated Rocscience's access to or use of any third-party services or products required to enable Customer to access the Web Product(s); (any such suspension described in subclause (i), or (ii), a "**Service Suspension**"). Rocscience shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Web Product(s) following any Service Suspension. Rocscience shall use commercially reasonable efforts to resume providing access to the Web Product(s) as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Rocscience will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

PART D: ACADEMIC USE LICENSES

In addition to Part A, Part D applies where the Customer (**Academic Customer**) has entered into a Agreement for the access and use of a Product for academic, research or education purposes, and the Product is identified as 'Academic' on the applicable Sales Quotation (**Academic Use License**).

1.   Restrictions

1.1   For the purpose of an Academic Use License:

a)   the Products and any materials or products resulting from or developed directly or indirectly using the Products by the Academic Customer (including any faculty member or student of the Academic Customer) must not be used for commercial purposes, being purposes intended for or directed toward commercial advantage or for monetary compensation;

b)   the Academic Use License must be used strictly for the internal business purposes of the Academic Customer, being research and teaching purposes, or for any other purpose agreed by Rocscience in writing; and

c)   where a named Authorized User is agreed with Rocscience, the Academic Use License must only be used by that Authorized User.

2.   Customer Obligations

2.1   In consideration of the rights granted under an Academic Use License, the Academic Customer agrees to (and will procure all Authorized Users to) comply with the following obligations:

a)   where an Academic Customer utilises the Academic Use License to produce any paper or report, the Academic Customer shall include the following citation: "*The work in this paper/report was generated using Rocscience software. Rocscience is a company focused on providing geotechnical software tools. _____ _____. Copyright © <insert date> Rocscience Inc.*" or such other citation as requested by Rocscience;

b)   where the Academic Use License is used by the Academic Customer in the delivery or provision of a course (**Course**), the Academic Customer shall provide Rocscience:

      i)   (on request by Rocscience) a report detailing the progress of each Course and the expected completion date of each Course;

      ii)   with reasonable notice of any publications, presentations or public engagements related to the Course;

   c)   any other obligations as set out in a Sales Quotation or any other document expressly referenced in the Sales Quotation (as applicable).

3. Intellectual Property

3.1.   Unless specifically agreed otherwise, Intellectual Property (including any modification, enhancement or derivative work of such Intellectual Property) remains the property of the current owner, including:

   a)   Intellectual Property that existed prior to the date of the Agreement; and

   b)   Intellectual Property that was developed independently of the Agreement.

4. Publication Rights

4.1   Rocscience shall be entitled to publicise its contribution of the Academic Use License to any project or research undertaken by an Academic Customer on its websites, marketing materials, press releases and/or case studies (Rocscience may use the Academic Customer's trademarks for this purpose).

PART E: Geographic Use Disclaimer

The Product(s) is/are not intended for use any jurisdiction where such use is not permitted, even if such use otherwise complies with these Product Terms. Customer's access and use of the Product(s) is at Customer's sole risk, and as between Customer and Rocscience, Customer is solely responsible for compliance of the local laws of Customer's jurisdiction.