

## LIGHTHOUSE TERMS OF SERVICE

These terms of services (the “**General Terms**”) govern the use of, and the subscription to, Lighthouse provided by Groupe GSOFTE Inc. (“**GSOFTE**”). By accessing Lighthouse, you agree to the General Terms on behalf of the organisation that you represent (“**Customer**”).

### 1. **DEFINITIONS AND INTERPRETATION**

1.1. The following capitalized terms shall have the meaning ascribed to them below:

- (i) “**Privacy Policy**” means Lighthouse Privacy Policy available at <https://www.lighthousebot.com/>
- (ii) “**Customer Data**” means any data that GSOFTE has access to on Customer through Slack APIs in order to perform the Services. It includes Customer’s Slack events obtained through Slack Events API and Customer’s Slack conversations in public channels obtained through Slack Conversations API. For clarification purposes, GSOFTE does not have access to Customer’s Slack conversations in secured private channels and direct messages;
- (iii) “**Lighthouse**” means the security and compliance tool and platform commercialized by GSOFTE as “Lighthouse” that tracks Slack Users’ activities in Slack and that sends alerts in respect of such activities;
- (iv) “**Parties**” means GSOFTE and Customer;
- (v) “**Slack**” means the online workplace productivity tools and platform commercialized by Slack Technologies, Inc. as “Slack” and accessed by Slack Users;
- (vi) “**Slack Users**” means any individual to whom Customer provides access to the Customer’s Slack;
- (vii) “**Website**” means Lighthouse’s website at <https://www.lighthousebot.com/>.

1.2. The term “including” is not limiting and means “including, without limitation”.

### 2. **ACCESS AND USE OF LIGHTHOUSE**

2.1. **Services.** During the Term, GSOFTE grants to Customer the right to access and use Lighthouse, and any related services, in accordance with the General Terms (the “**Services**”). Services are further described on the Website.

2.2. **Access to Customer’s Slack.** Customer understands and agrees that in order for GSOFTE to obtain the Customer Data required to perform the Services, GSOFTE must be granted access to Customer’s Slack. Customer confirms that it has granted such access to GSOFTE.

2.3. **Limitations to the Services.** Customer acknowledges and agrees that GSOFTE does not control the Customer Data and does not guarantee the accuracy, integrity or quality of such Customer Data. Customer is solely responsible for evaluating the accuracy, reliability, completeness and usefulness of any information obtained through use of Lighthouse and for making and implementing decisions based on such information and dealing with any related consequences. Customer understands that in providing the Services, GSOFTE has made its own determination as to the type of alert that the Customer should receive in order to gain visibility over its Slack environment.

- 2.4. **Services Revisions.** GSOFTE may revise the content, features and functions of Lighthouse at any time without notice. GSOFTE will provide Customer with prior notice if there is a change to Lighthouse resulting in overall material decrease in functionality of Lighthouse.
- 2.5. **Temporary Suspension of the Services.** GSOFTE may temporarily limit or suspend the Services from time to time at its discretion including to perform upgrades to, and maintenance of, Lighthouse.
- 2.6. **Unacceptable Use.** Customer shall not, nor attempt to, nor permit third parties to: (a) share non-public features or content of Lighthouse with any third party; or (b) copy, duplicate, reverse engineer, decompile, decode, decrypt, disassemble, record, alter, merge, adapt, translate, create any derivative works or otherwise reproduce any part of Lighthouse. For clarity purposes, Customer shall not access Lighthouse in order to build a product or service competing with the Services or to build a product using ideas, features, functions or graphics similar to those of Lighthouse. In the event that it suspects any breach of this Section, GSOFTE may suspend Customer's access to the Services without advanced notice, in addition to such other remedies as GSOFTE may have.
- 2.7. **Account Security and Access.** Customer shall take reasonable steps to prevent unauthorized access to Lighthouse, including by protecting its passwords to its Slack and other login information. Customer is responsible for any activity occurring in its account (other than activity that GSOFTE is directly responsible for and is not performed in accordance with Customer's instructions), whether or not Customer authorized that activity. Customer shall immediately notify GSOFTE if it becomes aware of any unauthorized access to, or use of, its account.
- 2.8. **Customer Systems.** Customer is responsible for maintaining and updating any operating systems, Internet browsers, anti-virus software, or other software that Customer uses to access and use the Services. Customer acknowledges that the Services may not work properly if its operating systems, Internet browsers and anti-virus software are not up-to-date.
- 2.9. **Indemnification by Customer.** Customer shall defend, indemnify and hold harmless GSOFTE against any claim, suit or proceeding arising out of, or related to (a) Customer Data; (b) the breach of any warranty, covenant or other obligation contained in these General Terms by Customer; (c) any Customer's act or omission following the taking into consideration of the information obtained through use of Lighthouse.
- 2.10. **Compliance with Laws and other contractual requirements.** When using the Services, Customer shall comply with all applicable laws, including laws governing the protection of personal information, as well as any contractual agreements governing the use of Slack. Customer is responsible to communicate its use of Lighthouse to its Slack Users and to obtain any consent required from the Slack Users to allow Customer to use the Services and to allow GSOFTE to provide the Services in accordance with the General Terms and the Privacy Policy.

### **3. SERVICE FEES OF LIGHTHOUSE AND BILLING**

- 3.1. **Applicable Service Fees.** As further described on the Website, certain Services are provided to Customer free-of-charge and other Services require payment before Customer can access them. Customer shall pay GSOFTE all applicable fees for the Services, as specified on the Website unless other payment terms have been agreed to in writing

between Customer and GSOF (the "Service Fees"). Customer agrees that its subscription be automatically renewed at the Renewal Date for the same subscription term as the previous one, unless it cancels its subscription before the Renewal Date in accordance with Section 8.2(i). Customer is responsible for timely canceling its subscription in accordance with Section 8.2(i) regardless of whether it receives any renewal prior notice from GSOF. For the purpose of the General Terms, a "Renewal Date" is the first day following the expiration of a subscription term.

- 3.2. **Revised Service Fees.** GSOF reserves the right to revise the Service Fees applicable to any future subscription term in its sole discretion. The revised Service Fees will take effect as of the next Renewal Date for the next subscription term further to a prior notice from GSOF to Customer.
- 3.3. **Downgrade.** In the event Customer downgrades any subscriptions from a paid plan to a free plan, Customer will remain responsible for any unpaid fees under the paid plan, and Services under the paid plan will be deemed fully performed and delivered upon expiration of the initial paid plan subscription term.
- 3.4. **No Refunds.** Payments are nonrefundable and there are no refunds or credits for partially used periods.
- 3.5. **Free trial.** If Customer registers for a free trial for the Services, as further described on the Website, GSOF will make such Services available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period applicable to Customer; (b) the start date of any subscription purchased by Customer for such Services; or (c) termination of the trial by GSOF in its sole discretion. Upon the expiration of the free trial period, Customer will only be able to access and use those features of the Service the use of which does not require the payment of Service Fees, unless Customer subsequently upgrades to a paid version of the Service.
- 3.6. **Third Party Payment Processor.** GSOF reserves the right to use a third-party PCI-DSS compliant payment processor for all billing and receipt of payments hereunder.
- 3.7. **Taxes.** Unless otherwise stated, the Service Fees do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). Customer is responsible for paying Taxes except those assessable against GSOF based on its income. GSOF will invoice Customer for such Taxes if GSOF believe it has a legal obligation to do so and Customer agrees to pay such Taxes if so invoiced.

#### 4. **DATA**

##### **Customer Data**

- 4.1. **Customer Data.** Customer grants GSOF a perpetual, irrevocable and royalty-free right to access, use, process, copy, distribute, perform, export and display Customer Data, only to the extent permitted by law and as reasonably necessary (a) to provide, maintain and improve the Services; (b) to prevent or address service, security, support or technical issues; (c) create de-identified data aggregated for benchmarking and marketing purposes in accordance with the Privacy Policy or (d) as otherwise expressly permitted in writing by Customer. This right continues with respect to the de-identified data derived from Customer Data and any residual backup copies of Customer Data made in the ordinary course of business even after Customer stops using the Services. GSOF retains the right to delete any copies of such Customer Data.

- 4.2. **Protection of Customer Data.** GSOFT shall store and process the Customer Data in a manner consistent with industry security standards and in accordance with the Privacy Policy. GSOFT has implemented technical, organizational and administrative systems, policies, and procedures as well as other measures detailed in the Privacy Policy to help ensure the security, integrity and confidentiality of Customer Data and to mitigate the risk of unauthorized access to or use of Customer Data. Nonetheless, Customer acknowledges and agrees that in accessing and using Lighthouse, the Customer Data is subject to risks of unauthorized disclosure, loss or exposure. To the extent authorized by law, GSOFT offers no representation, warranty or guarantee that Customer Data shall not be subject to unauthorized use or disclosure.
- 4.3. **Disclosure of Customer Data.** Unless it receives Customer's prior written consent, GSOFT shall not intentionally grant any third party access to Customer Data, except to GSOFT's third party services providers in connection with the performance or the improvement of the Services or in accordance with the Privacy Policy. Before sharing any Customer Data with any of its third party service providers, GSOFT will ensure that the third party maintains reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Notwithstanding the foregoing, GSOFT may disclose Customer Data as required by applicable law or by proper legal or governmental authority or in accordance with the Privacy Policy. Unless prohibited by law or any court order, GSOFT shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

#### **Utilization Data from Lighthouse**

- 4.4. **Utilization Data.** Customer acknowledges and agrees that to the extent permitted by law, the aggregated data derived from telemetric information and data related to how Customer accesses and uses Lighthouse (including, but not limited to, feature and function of Lighthouse being used by Customer) (the "**Utilization Data**") is owned by GSOFT and does not constitute Customer Data. For clarity purposes, the Utilization Data does not include the aggregated data derived from telemetric information and data related to how Slack Users access and use Slack.

#### **Personal Information**

- 4.5. **Personal Information.** In the course of using the Services, Customer may transfer to GSOFT Customer Data containing personal information. GSOFT agrees to collect, access or process any personal information in accordance with its Privacy Policy. Customer agrees and consents to the transfer, processing and storage of personal information in accordance with the General Terms and the Privacy Policy.

#### **Confidential Information**

- 4.6. **Confidential Information.** "**Confidential Information**" means any non-public, confidential and sensitive information, including Customer Data, disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") and excludes any information that is:
- (i) subject to applicable data protection laws, publicly available or later becomes publicly available other than through a breach of the General Terms;
  - (ii) known to the Receiving Party or its employees, agents or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or

(iii) subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality.

4.7. **Use or Disclosure of Confidential Information.** The Receiving Party shall only use or disclose Confidential Information to exercise its rights and fulfill its responsibilities under the General Terms. The Receiving Party shall exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own confidential information and in any event, at least diligent and prudent care. The Receiving Party shall not directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information, except that GSOF T may disclose Confidential Information to its third party services providers in connection with the performance or the improvement of the Services, in which case GSOF T will ensure that the third party maintains reasonable data practices for maintaining the confidentiality and security of the Confidential Information and preventing unauthorized access. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Receiving Party shall give the Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.

## 5. **WARRANTY DISCLAIMERS**

5.1. **Warranty Disclaimers.** THE MONITORING PERFORMED IN THE COURSE OF THE SERVICES DOES NOT GUARANTEE DETECTION OF ALL MALICIOUS OR OTHER HARMFUL OR PROBLEMATIC FILES, DATA OR ACTIVITIES. GSOF T DOES NOT WARRANT THAT THE LIGHTHOUSE WILL BE UNINTERRUPTED, TIMELY, DEFECT FREE AND ERROR FREE. CUSTOMER ACCEPTS THAT LIGHTHOUSE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS AND ERRORS, IF ANY. GSOF T MAKES NO REPRESENTATIONS AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.2. **Failure caused by Slack.** Lighthouse relies on Slack to perform the Services. Without limiting Section 5.1 (Warranty Disclaimers), GSOF T is therefore not responsible if a failure to perform the Services is caused by a default of Slack.

## 6. **LIMITATION OF LIABILITY**

6.1. **Dollar Cap.** IN NO EVENT SHALL GSOF T'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE GENERAL TERMS AND PRIVACY POLICY EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

6.2. **Exclusion.** IN NO EVENT SHALL GSOF T BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR REVENUES OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THESE GENERAL TERMS, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT OF GSOF T.

## **7. INTELLECTUAL PROPERTY AND FEEDBACK**

- 7.1. **No Rights granted.** GSOF T retains all right, title, and interest in and to Lighthouse and the content Customer accesses through Lighthouse, other than Customer Data. These General Terms do not grant Customer any intellectual property rights in or to Lighthouse or in GSOF T's logos and other trademarks.
- 7.2. **Indemnification.** Subject to Section 6 (Limitation of Liability), GSOF T will defend, indemnify, and hold harmless Customer and its officers, directors, shareholders, parents, subsidiaries, agents, successors and assigns against any Third Party Claim Losses, including any interest accrued, but excluding any Third Party Claim Litigation Expenses; provided, however, that GSOF T will have no liability if the Third Party Claim Losses against Customer arises from (a) Customer Data; or (b) any modification, combination or development of Lighthouse that is not performed by GSOF T. Customer must provide GSOF T with prompt written notice of any Third Party Claim Indemnifiable Proceeding and allow GSOF T the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting GSOF T defense and settlement of such matter. For the purpose of this Section, the following definitions apply:
- (i) **"Third Party Claim Indemnifiable Proceeding"** means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding brought against Customer arising out of a third party claim that the software used in Lighthouse infringes any intellectual property rights of such third party;
  - (ii) **"Third Party Claim Litigation Expenses"** means any reasonable out-of-pocket expense incurred in defending a Third Party Claim Indemnifiable Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements; and
  - (iii) **"Third Party Claim Losses"** means any amount finally awarded in, or paid in settlement of, any Third Party Claim Indemnifiable Proceeding.
- 7.3. **Feedback.** Any feedback or suggestions sent by Customer or shared by Customer with GSOF T to improve Lighthouse may be implemented by GSOF T. In such case, Customer grants GSOF T an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free right to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer.

## **8. TERM**

- 8.1. **Term.** These General Terms are effective as of the first date that Customer uses Lighthouse until they are terminated by any or both Parties in accordance with Section 8.2 (the "**Term**").
- 8.2. **Termination.** These General Terms may be terminated:
- (i) by Customer at any time if it cancels the Services through its GSOF T account or with an GSOF T customer representative;
  - (ii) by GSOF T at any time if Customer materially breaches any of its obligations under these General Terms. In the event that the material breach is curable, the General Terms may be terminated if such breach is not cured within fifteen (15) days after GSOF T provides notice of the breach. For clarity purposes, any violation of Section 2.5 (Unacceptable Use) and 2.8 (Unacceptable Conduct of Users) by Customer shall be deemed a material breach of these General Terms;

- (iii) by GSOFT if Customer fails to make any payment of the Service Fees; or
  - (iv) by GSOFT for convenience with a thirty (30) days prior notice for monthly subscription or with a ninety (90) days prior notice for an annual subscription.
- 8.3. **No Refund in the Event of Termination.** Section 3.4 (No Refunds) applies, regardless of the cause of termination.
- 8.4. **Survival.** Sections 2.5 (Unacceptable Use), 2.8 (Unacceptable Conduct of Users), 2.9 (Indemnification by Customer), 5.1 (Customer Data), 5.4 (Disclosure of Customer Data), 5.5 (Utilization Data), 5.6 (Personal Information), 5.7 (Confidential Information), 5.8 (Use or Disclosure of Confidential Information), 6 (Warranty Disclaimers), 7 (Limitation of Liability), 8 (IP & Feedback) and 9 (Term) and 10 (General) shall survive termination of these General Terms.
- 9. GENERAL**
- 9.1. **Publicity.** Customer grants GSOFT the right to use Customer's company name and logo as a reference for marketing or promotional purposes. If Customer wishes to limit such right, it shall send an email to [admin@lighthousebot.com](mailto:admin@lighthousebot.com).
- 9.2. **Choice of Law, Jurisdiction and Venue.** These General Terms shall be governed solely by the laws of the Canadian province of Quebec, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the Parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The Parties agree that any litigation in any way relating to these General Terms shall be brought and venued exclusively in the judicial district of Montreal in the Canadian province of Quebec and waives any objection that such venue is inconvenient or improper.
- 9.3. **Specific Performance.** Notwithstanding any other provision in these General Terms, each Party acknowledges and agrees that a non-breaching Party may, upon any breach of these General Terms, immediately seek enforcement of these General Terms by means of specific performance or injunction, without any requirement to post a bond or other security.
- 9.4. **Force Majeure.** Except as expressly provided otherwise in these General Terms, GSOFT shall not be liable by reason of any failure or delay in the performance of its obligations on account of an unforeseeable and irresistible event, including external causes with the same characteristics (a "Force Majeure"), which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, act of God, war, terrorism and governmental action.
- 9.5. **Time of the Essence.** Time is of the essence of these General Terms and of every part thereof.
- 9.6. **No Other Agreements.** These General Terms are the complete and exclusive statement of the Parties' agreement relating to the subject matter hereof and supersedes all offers (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the Parties relating hereto.
- 9.7. **Notices.** GSOFT may send notices pursuant to these General Terms to Customer's email contact points provided by Customer. Customer may send notices pursuant to these General Terms to GSOFT at [admin@lighthousebot.com](mailto:admin@lighthousebot.com). Notices shall be deemed received 24 hours after they are sent.

- 9.8. **Assignment & Successors.** These General Terms shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 9.9. **Waiver.** No waiver by either Party of any default in performance on the part of the other Party shall constitute a waiver of any subsequent breach or default by the defaulting Party.
- 9.10. **Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of these General Terms invalid or otherwise unenforceable in any respect. In the event that a provision of these General Terms is held to be invalid or otherwise unenforceable, such provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of these General Terms shall continue in full force and effect.
- 9.11. **Technology Export.** Customer shall not export any software provided by GSOFTE or otherwise remove it from Canada or the United States except in compliance with all applicable Canadian and U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use Lighthouse in or export such software to, a country subject to an embargo by Canada or the United States.
- 9.12. **Amendments.** GSOFTE reserves the right to amend these General Terms from time to time with reasonable notice prior to the effective date of the amendments by posting an amended version of the General Terms on its Website. Customer's continued use of the Services following the effective date of any such amendments may be relied upon by GSOFTE as Customer's consent to any such amendments.