



Software as a Service (SaaS) Agreement

Last Updated: May 26, 2025

IMPORTANT: This Agreement applies only if there is no other binding written or electronic agreement (an "Other Agreement") already in effect between the customer (as defined below) and Unify ("Service Provider") relating to the same software or services. If such an Other Agreement exists, it shall govern the customer's access to and use of the software and receipt of services, and this Agreement will not apply, even if you affirm your consent to these terms.

By accessing or using the software without an applicable Other Agreement, or by otherwise agreeing in writing to the terms and conditions set forth herein, you (the "Customer") offer to obtain the right to use the software under the terms of this Software-as-a-Service Agreement (the "Agreement") with Unify, an Ontario corporation ("Service Provider").

You represent and warrant that you have the authority to legally bind the person and/or entity identified as the Customer. The Customer agrees to be bound by this Agreement and any associated **Order** (defined below) provided by Creative Cloud Consulting (CCC), operating as Unify ("Unify", "we", "us", or "our"), in connection with the purchase of software licenses and the receipt of services described herein. Each Order will set forth specific commercial terms, but all applicable terms and conditions of this Agreement shall apply.

If you do not have the authority to bind the Customer, or if you or the Customer do not agree to any of the terms of this Agreement, then Unify is unwilling to provide the software or services, and you should immediately discontinue any order, access, download, installation, or request for services.

The Customer acknowledges and agrees that it is a party to this Agreement with CCC.

This Software as a Service Agreement ("Agreement") is entered into by and between **Creative Cloud Consulting Inc.**, an Ontario corporation with its principal place of business at 251 Consumers Rd, Suite 1200, Toronto, ON M2J 4R3, Canada ("**Service Provider**"), and **you** ("**Customer**"). This Agreement is effective as of the start date specified in the first Order Form executed by the Customer and referencing this Agreement (the "**Effective Date**").

1. ORDERING

Customer may order from Service Provider:

(a) licenses to Service Provider's standard software offerings (in object code format) on a hosted basis ("Software"); (b) related maintenance and support services ("Support Services"); and/or (c) consulting, training, implementation, or other professional services ("Professional Services"), all pursuant to the terms of this Agreement.

The specifics of each transaction will be set forth in a confirmation page, order form, quote, statement of work, invoice, or similar ordering document that references this Agreement and is mutually agreed to in writing by the parties (each, an "Order").

Customer's execution of, or other affirmative agreement to, an Order constitutes a binding commitment to purchase the products and services described therein, subject to the terms of this Agreement.

Orders may be executed electronically and shall be deemed valid and enforceable. In the event of any conflict between an Order and this Agreement, this Agreement shall prevail unless explicitly stated otherwise in the Order.

All Orders for Software and Services, including subscription orders, amendments, and additional services, shall be placed through an Order Form or Statement of Work referencing this Agreement. Such Orders shall be subject to the terms and conditions of this Agreement.

2. DEFINITIONS

2.1 "Software": Refers to the software application provided by the Service Provider as described in the Order including any updates, upgrades, and enhancements provided under this Agreement.

2.2 "Service": Refers to the provision of the Software over the internet, including any related services and support.

2.3 "Authorized users": Refers to an individual authorized by the Customer to use the Software.

2.4 "Subscription Plan": Refers to the specific plan chosen by the Customer as outlined in the Order.

2.5 "Confidential Information": Refers to all information disclosed by either Party to the other, either directly or indirectly, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

2.6 "Data": Refers to all electronic data or information submitted by the Customer to the Software.

2.7 "End-User License Agreement (EULA)": The terms and conditions governing the use of the Software by Users, as per Exhibit D.

3. THE SERVICES

This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted “software as a service” and provide all other services, data import/ export, monitoring, support, back up and recovery, change management, technology upgrades, and training necessary for Customer’s productive use of such software (the “Services”).

3.1 Service Provision: The Service Provider agrees to provide the Software and Services to the Customer as per the terms of this Agreement. The provision of these services will adhere to the service levels, performance standards, and availability metrics outlined in Exhibit A (Service Level Agreement). The method and means of providing the Services shall be under the exclusive control, management, and supervision of the Service Provider, giving due consideration to the requests of Customer.

3.2 Subscription: The Customer subscribes to the Service as per the Subscription Plan specified in Order, which includes specific features and fees.

3.3 Authorized Users: The Customer may authorize Users to access and use the Software in accordance with this Agreement. The Customer is responsible for the actions of its Users.

3.4 Scope of Services: The Services described in Section 3 shall be provided in accordance with Exhibit A: Software Service Level Agreement, Exhibit B: Support Services & Hosting Services, and Exhibit C: Training and Implementation Services.

4. USE OF THE SOFTWARE

4.1 License Grant: The Service Provider grants the Customer a non-exclusive, non-transferable, limited license to access and use the Software and Services during the term of this Agreement solely for the Customer’s internal business purposes.

4.2 Usage Restrictions: The Customer agrees not to:

- Use the Software in violation of any laws or regulations.
- Reverse engineer, decompile, or disassemble the Software.
- Resell, sublicense, or otherwise distribute the Software.

4.3 User Conduct: The Customer shall ensure that all Users comply with the terms of this Agreement and the End-User License Agreement (“EULA”) attached hereto as Exhibit D. In the event of a material or repeated breach of the EULA, the Service Provider may, acting reasonably, suspend or restrict access to the Software. Such action shall not limit any other rights or remedies available to the Service Provider under this Agreement.

5. TERM AND TERMINATION

5.1 Term and Renewal: Unless this Agreement is terminated earlier in accordance with the terms set forth in this Section, the “Initial Term” shall commence on the Effective Date in the Order Form and continue for twelve (12) months thereafter. Customer agrees that the Initial Term starts immediately as of the Effective Date and runs concurrently with any Professional Services which are included in this

Agreement such as onboarding, setup or training services.

Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (each, a "Renewal Term"). "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term(s). Upon automatic renewal, the Service Provider reserves the right to increase subscription rates to reflect market factors by 5% annually.

The renewal of this Agreement or any Attachment may be prevented: (i) by Customer giving Service Provider written notice at any time with thirty (30) calendar days' notice prior to the renewal date; or (ii) by Service Provider giving Customer written notice of non-renewal at least sixty (60) days prior the last day of the Initial Term or then current Renewal Term (as applicable). No refunds will be issued for any prepaid fees. Access to the Software will terminate upon the effective termination date.

5.2 Suspension: Service Provider may suspend Professional Services, Maintenance and Support, and/or Customer's license with (a) with respect to the Software, in order to prevent damage to, or degradation of, Service Provider's network integrity; (b) if Customer has breached this Agreement in a way that affects Service Provider's provision of the Software; (c) if Customer infringes intellectual property rights, (d) if Customer has failed to pay any amounts for fifteen (15) days after their due date; or (e) if Customer violates applicable laws or regulations or a court order requires suspension. If suspended, the Service Provider will promptly restore Customer's services and license after the event giving rise to the suspension has been resolved to the Service Provider's reasonable satisfaction.

5.3 Termination for Cause: Either Party may terminate this Agreement if the other Party materially breaches its obligations under this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice. In cases where the breach is not curable, the non-breaching Party may terminate this Agreement immediately.

5.4 Payments Upon Termination: Upon the expiration or termination of this Agreement, Customer shall pay to Service Provider all amounts due and payable hereunder in relation to the termination of this Agreement.

5.5 Effect of Termination: Upon termination of this Agreement:

- (a) The Customer shall immediately cease all use of the Software;
- (b) The Service Provider shall delete all Customer Data within sixty (60) days of termination, except where retention is required by applicable law.

5.6 Termination Assistance Services: Upon termination or expiration of this Agreement, the Provider agrees to provide reasonable "Termination Assistance Services" for a period of up to thirty (30) days to support the orderly transition of the Customer's data and use of services. These services shall be subject to a separate agreement on scope and pricing between the Parties. Provided that the Parties agree on the price and scope, Termination Assistance Services may include, but are not limited to, the export of all Customer data in Excel format and other mutually agreed activities. These services shall be provided at a rate of \$125 per hour, with a minimum charge of two (2) hours.

5.7 Survival: Sections related to Confidentiality, Data Security, Indemnification, Intellectual Property Rights, Limitation of Liability, and Governing Law shall survive the termination or expiration of this Agreement.

6. SERVICE LEVELS

Service Provider and Customer will meet as often as shall be reasonably- requested by Customer, but no more than monthly, to review the performance of Service Provider as it relates to the detailed Service Level Agreement described in Exhibit A.

7. FEES AND PAYMENT

7.1 Fees: The Customer agrees to pay all fees as outlined in the Order. Fees are determined by the Subscription Plan selected, any additional services requested by the Customer, and any credits applied specifically to the Customer.

7.2 Billing and Payment Terms: Service Provider will invoice Customer for all applicable fees (including taxes, if any) in advance of the Term, based on the selected billing frequency—quarterly or annually. Each invoice will include: (a) the Customer's purchase order number (if provided) and an invoice number; (b) a description of the Services; (c) the applicable fees; (d) applicable taxes; (e) any credits being applied; and (f) the total amount due.

Invoices will be delivered electronically via email or hyperlink; hard copy invoices will not be issued.

All payments shall be made by Pre-Authorized Debit (PAD) from the designated bank account, based on the selected billing cycle. By entering into this Agreement, the Customer authorizes the Service Provider to automatically debit the designated account for all due amounts.

The subscription fees will be billed in advance starting on the Effective Date and will automatically renew on a rolling basis unless otherwise agreed in writing. All undisputed invoices must be paid within thirty (30) days of receipt. Payment of the Setup Fee and the initial Subscription Fee is required prior to system activation and launch.

7.3 Late Payments: Any amounts not paid by the due date indicated on the invoice will be subject to a late payment fee of 1.5% per month (equivalent to 18% annually), or the maximum amount permitted by applicable law, whichever is lower. Interest will accrue until payment is received. If payment is not received within thirty (30) days of the invoice due date, the Provider may suspend access to the platform or withhold services. The Customer agrees that any reasonable costs incurred by the Provider in the collection of overdue amounts, including third-party collection agency fees, shall be added to the amounts owed.

7.4 Auditable Records: Service Provider shall maintain accurate records of all fees billable to, and payments made by, Customer in a format that will permit audit by Customer for a period of not less than three (3) years. For such a period, upon Customer's written request, Service Provider shall provide Customer with a copy of any annual audit reports prepared by auditors of Service Provider, if so prepared. This Section shall survive the termination of this Agreement.

7.5 Payment Disputes: In the event of a good faith dispute regarding any portion of an invoice, the Customer may withhold payment of the disputed amount, provided that the Customer notifies the Service Provider in writing of the dispute and the reasons for it within fifteen (15) days of the invoice date. The Parties agree to work together in good faith to resolve any such disputes promptly. The Customer shall remain obligated to pay all undisputed portions of the invoice in accordance with the payment terms set forth in this Agreement.

7.6 Additional Services Not Included in the Standard Subscription Plan: The Customer may request additional development services from the Service Provider, including but not limited to: The following services are not included in the base subscription and may be available as add-ons or subject to a separate order or agreement:

- New feature requests or platform customizations
- Third-party systems or hardware costs (e.g., thermal printers), including related integrations
- Custom workflows or modifications beyond the standard platform functionality
- Extended support hours beyond standard service levels
- White labeling or branded resident experiences (available only in the Elite tier)

Such requests will be subject to a separate order or statement of work mutually agreed upon in writing. All additional development work will be billed at **\$150/hour**, with final pricing based on estimated hours provided in advance for Customer approval.

7.7 Taxes: The Services provided under this Agreement qualify as Software as a Service (SaaS). Applicable taxes (e.g., sales tax, VAT, GST) will be calculated based on the Customer's location and in accordance with relevant tax laws. The Customer is responsible for all applicable taxes as invoiced and for ensuring compliance with local tax regulations. CCC Inc. reserves the right to adjust tax charges in response to changes in tax laws or rates.

Taxes applicable to any additional development work will be invoiced separately in accordance with Section 7.6.

8. Data Security

8.1 Data Ownership: The Customer retains full rights, title, and interest in and to the Data. The Service Provider shall only use the Data as necessary to deliver the Service and shall not access, use, or disclose it for any other purpose.

8.2 Data Security: The Service Provider commits to implementing and maintaining appropriate administrative, technical, and physical safeguards to protect the Data from unauthorized access, disclosure, alteration, or destruction. The Service Provider shall comply with all applicable privacy and data protection laws, including the Personal Information Protection and Electronic Documents Act (PIPEDA). A summary of the Service Provider's security practices, including encryption protocols, access controls, and monitoring systems, will be made available upon request.

The Service Provider will notify the Customer of any confirmed Data breach involving Customer Data within 72 hours of discovery.

8.3 Customer Data Backup and Recovery: As a part of the Services, Service Provider is responsible for performing a regular backup of Customer Data to ensure its availability and integrity, for an orderly and timely recovery of such data in the event that the Services may be interrupted. The Provider will maintain regular backups of Customer data and has established disaster recovery processes designed to restore data and service availability in the event of an outage or data loss. However, the Customer acknowledges that absolute data recovery cannot be guaranteed and is responsible for maintaining independent backups of critical data where appropriate. Unless otherwise described in the Order, Service Provider shall maintain a backup of Customer Data that can be recovered within four (4) hours at any point in time. Additionally, Service Provider shall: (i) store a

backup of Customer Data in an off-site data center facility no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein and in any event will be reasonable; and (ii) within thirty (30) days of the end of each calendar year, provide to Customer upon receipt of the Customer's request, a backup of the Customer Data as of the last day of the year. The fee for this service is \$150 per request.

8.4 Audit Rights: Customer shall have the right to review Service Provider's [Security Practices](#) prior to the commencement of Services and from time to time during the term of this Agreement.

The Customer may, upon reasonable prior notice and during normal business hours, audit the Service Provider's compliance with its obligations related to security, privacy, and data protection under this Agreement. Such audits shall not unreasonably interfere with the Service Provider's business operations and shall be subject to confidentiality obligations.

9. CONFIDENTIALITY

9.1 Definition:

"Confidential Information" means any non-public, proprietary, or sensitive information, whether oral, written, or electronic, disclosed by one Party ("Disclosing Party") to the other ("Receiving Party") that is identified as confidential or would reasonably be understood as such under the circumstances.

9.2 Obligations of Confidentiality: The Receiving Party shall (a) use the Confidential Information solely to fulfill its obligations or exercise rights under this Agreement; (b) protect the Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care; (c) disclose Confidential Information only to its employees, contractors, or advisors with a legitimate need to know, provided they are subject to confidentiality obligations no less protective than those in this Agreement; (d) not modify or copy Confidential Information beyond what is necessary to fulfill obligations under this Agreement; and (e) upon request or upon termination or expiration of this Agreement, return or securely destroy all Confidential Information and certify such destruction, unless retention is required by law or for backup/archive purposes, in which case the obligations herein will continue to apply.

9.3 Notification and Mitigation: Each Party agrees to notify the other promptly upon becoming aware of any unauthorized access, use, or disclosure of Confidential Information, and will take all reasonable measures to mitigate harm, investigate the breach, and cooperate in any legal or equitable action deemed necessary by the Disclosing Party.

9.4 Remedies: The Receiving Party acknowledges that any breach of this Section may cause irreparable harm for which monetary damages may be inadequate. The Disclosing Party may seek injunctive or equitable relief in the event of any such breach, in addition to any other remedies available at law or in equity.

9.5 Exclusions: Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of the Receiving Party;
- (b) was lawfully known to the Receiving Party prior to disclosure;
- (c) is independently developed without reference to the Disclosing Party's Confidential Information; or
- (d) is disclosed pursuant to a valid legal requirement, provided the Receiving Party gives prompt notice (where legally permitted) and cooperates in any effort to limit the disclosure.

These confidentiality obligations shall survive for a period of **three (3) years** following the termination or expiration of this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Service Provider Intellectual Property: The Service Provider retains all right, title, and interest in and to the Software and all related intellectual property rights, including but not limited to any patents, designs, trademarks, copyrights, trade secrets, processes, methods, tools, and techniques used in delivering the Services ("Pre-Existing Materials"). This includes any enhancements, customizations, or derivative works developed by the Service Provider, regardless of whether they were created in collaboration with or at the request of the Customer

10.2 Customer Data: All data, content, or materials provided by the Customer or collected through use of the Services ("Customer Data") remains the sole and exclusive property of the Customer. The Customer grants the Service Provider a limited, non-exclusive, royalty-free license to use, store, transmit, display, and process such data solely for the purpose of delivering the Services as outlined in this Agreement.

10.3 Feedback: Any feedback, ideas, or suggestions submitted by the Customer may be used by the Service Provider to improve or enhance its products and services. Such feedback shall be deemed non-confidential, and the Customer grants the Service Provider a perpetual, royalty-free, worldwide license to use it without restriction.

10.4 No Implied License: Except as expressly stated in this Agreement, nothing herein shall be construed as granting either Party any license or ownership rights in the other Party's intellectual property, confidential information, or data.

The provisions of this Section shall survive the termination or expiration of this Agreement.

11. Representations and Warranties

11.1 Mutual Representations and Warranties: Each Party represents and warrants that:

- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction;
- (b) it has the legal power and authority to enter into and perform this Agreement;
- (c) the execution and performance of this Agreement have been duly authorized and will not conflict with any other agreement or obligation;
- (d) it will comply with all applicable laws, regulations, and required permits; and
- (e) there is no pending or threatened legal action that would materially impact its ability to perform under this Agreement.

11.2 Provider Warranties: The Provider further represents and warrants that:

- (a) it possesses the experience and expertise to perform the Services in a professional and timely manner;
- (b) the Services will materially conform to the functionality described in applicable documentation or attachments;
- (c) reasonable efforts will be made to avoid introducing viruses or malware into the Customer's

systems during service delivery;

(d) the Services will not knowingly infringe any intellectual property or proprietary rights of third parties; and

(e) it will implement and maintain appropriate technical and organizational safeguards to protect any Personal or Confidential Information handled in connection with this Agreement and will comply with applicable privacy laws.

12. INDEMNIFICATION

12.1 Provider Indemnity: The Service Provider agrees to indemnify and hold harmless the Customer from any claims, losses, or damages arising from the Service Provider's breach of this Agreement or negligence, including third-party claims related to intellectual property infringement arising from use of the Software and Services.

12.2 Customer Indemnity: The Customer agrees to indemnify and hold harmless the Service Provider from any claims, losses, or damages arising from the Customer's breach of this Agreement, use of the Software, or negligence, to the extent permitted by law and subject to mutual agreement.

12.3 Indemnification Procedures: The indemnified Party shall promptly notify the indemnifying Party in writing of any claim and cooperate reasonably in the defense and settlement of the claim. The indemnifying Party shall control the defense and settlement of the claim, provided that any settlement involving admission of fault or payment shall require the indemnified Party's prior written consent, not to be unreasonably withheld.

13. LIMITATION OF LIABILITY

13.1 No Indirect Damages: Except in cases of gross negligence or willful misconduct, neither Party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages (including, without limitation, loss of revenue, profits, data, or business opportunity), even if advised of the possibility of such damages.

13.2 Cap on Liability: Except for liabilities arising from gross negligence, willful misconduct, breach of confidentiality, or infringement of intellectual property rights, each Party's total aggregate liability under this Agreement, whether in contract, or otherwise, shall not exceed the total fees paid or payable by the Customer under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

This Section shall survive the termination of this Agreement.

14. General

14.1 Relationship of the Parties: The Service Provider is an independent contractor and not an agent, employee, partner, or joint venture of the Customer. Neither party has authority to bind the other or assume obligations on its behalf. Nothing herein shall create an employer-employee relationship, and the Customer shall not be responsible for any payroll, tax, insurance, or benefit obligations related to the Service Provider.

14.2 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein if the Customer's primary location is in Canada, and the parties consent to the exclusive jurisdiction of the courts of Ontario for any disputes arising under this Agreement.

If the Customer's primary location is in the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of New York and the federal laws of the United States applicable therein, and the parties consent to the exclusive jurisdiction of the courts of the State of New York for any disputes arising under this Agreement.

14.3 Dispute Resolution: The parties agree to attempt to resolve disputes amicably through negotiation. If unresolved, disputes shall be submitted to binding arbitration under the rules of the ADR Institute of Canada, unless otherwise mutually agreed.

14.4 Compliance with Laws and Policies: Each party shall comply with all applicable laws and regulations. The Service Provider shall also comply with Customer policies and procedures communicated in writing or accessible to the Service Provider.

14.5 Cooperation: Both parties agree to cooperate reasonably and promptly in performing their obligations, including providing necessary approvals, information, and assistance.

14.6 Force Majeure: Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, strikes, pandemics, or government regulations or restrictions. The affected party shall notify the other promptly and use reasonable efforts to resume performance.

14.7 Notices: All notices under this Agreement shall be in writing and delivered to the addresses provided, or to such other addresses as either Party may specify in writing. Notices may be delivered by hand, certified mail, courier, or email with confirmation of receipt, and notices are effective upon receipt.

14.8 Assignment: Neither party may assign or transfer this Agreement without the other party's prior written consent, except in connection with a merger, acquisition, or sale of all or substantially all of its assets.

14.9 Severability: If any provision of this Agreement is found invalid or unenforceable, the remainder shall continue in full force and effect.

14.10 Waiver: The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provisions.

14.11 Entire Agreement and Amendments: This Agreement (including all Exhibits) constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior discussions, negotiations, proposals, or agreements, whether written or oral. No amendment to this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

15. MARKETING

The Customer acknowledges and agrees that the Service Provider may use the Customer's name, logo, and related branding materials (collectively, "Customer Materials") for marketing and promotional purposes. This includes, but is not limited to, displaying the Customer Materials on the Service Provider's website, social media channels, marketing collateral, and press releases, solely to promote the services provided under this Agreement.

By entering into this Agreement, the Customer grants the Service Provider a non-exclusive, worldwide, royalty-free license to use the Customer Materials as described herein. The Service Provider agrees to use the Customer Materials responsibly and in accordance with any brand guidelines provided by the Customer.

The Customer represents and warrants that it has all necessary rights and authority to grant these licenses and that the Service Provider's use of the Customer Materials will not infringe the rights of any third party. The Customer shall indemnify and hold harmless the Service Provider from any claims arising out of a breach of this warranty.

Prior to the initial use of any Customer Materials for new marketing or promotional materials beyond routine website or social media presence, the Service Provider shall seek the Customer's prior written approval, which shall not be unreasonably withheld or delayed.

This marketing license shall survive the termination or expiration of this Agreement for a period of twelve (12) months necessary to conclude any ongoing marketing or promotional activities initiated during the term of the Agreement.

Exhibits:

The following Exhibits are incorporated by reference and form an integral part of this Agreement. The Customer acknowledges receipt and review of each Exhibit, which are accessible on the Master Terms and Conditions page of our website: www.livwith.com/terms-

Exhibit A: Software Service Level Agreement

Exhibit B: Support and Hosting Services

Exhibit C: Training and Implementation Services

Exhibit D: End-User License Agreement