

Last updated: April 2024

END USER LICENSE AGREEMENT (“EULA”)

FIRE UNDERWRITERS SURVEY (FUS) CUSTOMERS

Thank you for choosing our products and FUS Products. The products and FUS Products are provided by Opta Information Intelligence Corp. , a Verisk company, on behalf of itself and its affiliates and subsidiaries (hereinafter referenced as “Opta”, “we”, “our”, or “us”). For purposes of this agreement “you” or “your” means the individual accepting the terms of this EULA (as defined below).

1. Binding Terms

- 1.1. You or the company you are employed by (the “FUS Customer”) has entered into a contract with us for access to and use of the FUS Products as defined below (the “Services Agreement”) and they have requested that you be given access. You have no rights under that Services Agreement unless you are a party to it. If there is a conflict between the terms stated in this EULA and your Services Agreement, then the terms stated in the Services Agreement shall prevail.
- 1.2. If you do not have a written Service Agreement with us, then by proceeding to access our “Website” at <https://www1.optaintel.ca/FUSPortal/Account/Login.aspx> and use FUS Products, you confirm that you have read, understood, and agree to the terms set out on this page, and that an enforceable contract (the “EULA”) comes into force between you, the end user, and us. If you do not agree to the EULA, you must not use FUS Products.
- 1.3. We may change the terms of the EULA from time to time by informing you (either through the website, or otherwise), and the updated terms will come into effect when you first use the FUS Products after we have sent you information about the change.
- 1.4. The EULA applies to the following products and, whether provided online, via a mobile device, or the desktop version: FUS Maps, FUS reports including details viz Fire Hall details, response time estimations, risk assessment maps, location of fire hall, Standards of Response cover maps, and other related details (hereinafter referred to as “FUS Products”).
- 1.5. We have published information about how we collect and use personal information at: <https://optaintel.ca/privacy-policy.html> (“Privacy terms”). You are requested to review the Privacy terms before accessing our website and using FUS Products and if you disagree with any of the Privacy terms, you must not use FUS Products.

2. License and Conditions of Use

- 2.1. Subject to and conditioned upon your continued compliance with the terms of this EULA, Opta hereby grants to the FUS Customer a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable limited license to access the Website and use FUS Products, in the territory of Canada for your internal use only, and not for resale or distribution, except as expressly permitted and in accordance with this EULA. As a condition for this license, you warrant and represent that you have a right to provide the Confidential Information as defined in section 7.1 below to us, to upload the User Generated Content as defined in subsection 5.1 below, and to grant to Opta and our service providers (including us) the rights and the use of such Confidential Information and User Generated Information to provide you FUS Products. Any other access to, or use of, the FUS Products is strictly prohibited and shall constitute a material breach of this EULA. For clarity, FUS Customer shall not allow any third party to access the Website or use FUS Products without Opta’s express written consent. Prohibited uses shall include but not be limited to, utilizing robotic process automation, artificial intelligence, or other similar automation tools, software technology, or processes to access, interfere with, control or use FUS Products or any data or information therein; screen scraping, database scraping and any other activity intended to copy, reproduce, collect, store, reorganize or manipulate data or information

contained in any FUS Products or any part thereof; sharing a single use license of the Website and FUS Products with multiple users/ individuals, making the FUS Products (or your access to them) available to any other person, for remuneration or otherwise; using a desktop virtualization application (eg. Citrix), cloud computing platform, or any other method to make a single user license of the FUS Products available to multiple users. The storage, transfer, processing, use of, or access to the Website and any of the FUS Products, or any of the information or data therein available, outside of Canada without obtaining the prior written consent of Opta is strictly prohibited and shall be a material breach of this EULA.

- 2.2. FUS Customer agrees to restrict use and access of the Website and FUS Products and the information or data therein, only to those employees of FUS Customer who have a need to use or access them solely in connection with the permitted use of such FUS Products as stated in this EULA ("Authorized Users"). Authorized Users may not be competitors of Opta. You agree to be fully responsible for the compliance with the terms and conditions of this EULA by all Authorized Users. You will be responsible for the failure to comply with the terms of this EULA by any of your Authorized Users or any third-parties used by you in connection with this EULA, and for any unauthorized disclosure, access or use by any of your Authorized Users or other third-parties of the Website and FUS Products licensed or provided pursuant to this EULA or the information contained therein or derived therefrom. FUS Customer will remain responsible for any omissions or acts, services and functions performed by any third-party to the same extent as if such omissions, acts, services, or functions were made by FUS Customer's Authorized Users.
- 2.3. FUS Customer agrees and acknowledges that some elements of the FUS Products relies on certain publicly-available and proprietary third party information in generating the data it makes available to FUS Customer. If such information becomes unavailable to Opta, or if, for any reason it becomes impracticable to continue to utilize such data in connection with the FUS Products, then Opta will have the right, without incurring any penalty, to cease providing certain information and data generated by the FUS Products for which such information is required.
- 2.4. Opta may utilize a third-party cloud service provider for the storage, access, transfer, and processing of FUS Customer's information and all information related to the FUS Products provided under the EULA.

3. Representation and Warranties

- 3.1. You represent and warrant that you are the proprietor, copyright owner or the authorized licensee of any data or information, including but not limited to User Generated Content, provided to Opta in connection with the FUS Products licensed or provided under this EULA and that you have all necessary consents, rights, title and interest to provide such data and information to Opta for the purposes intended under this EULA. You further represents and warrants to Opta that such data and information does not infringe, misappropriate, or violate the intellectual property rights of any third-party licensee and agrees to promptly notify us of any change in your ownership or right to provide such data or information to us and undertakes not to do anything to intentionally prejudice the rights granted to Opta herein. You further agree to notify us in writing of any confidentiality, privacy or data protection issues pertaining to such data or information.
- 3.2. You represent and warrant that you are currently in compliance and shall during the entire Term of this EULA comply with all federal and provincial statutes, regulations and rules (including those governing privacy and security of data) applicable to you and to your obligations under this EULA.
- 3.3. You represent and warrant that you have full power and authority to enter into and perform the EULA for its full Term, and the person entering into the EULA has been duly authorized and empowered to enter into this EULA.
- 3.4. FUS Customer represents and warrants that they are in valid existence and in good standing under the laws of the province/country in which they are incorporated; that they have and shall maintain any

governmental license, authorization, or qualification required for them to perform pursuant to the EULA; that no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained for them to execute, deliver and perform pursuant to the EULA; and to their knowledge, there is no outstanding litigation, arbitration matter, or other dispute to which they are a party which, if decided unfavorably to them, would reasonably be expected to have a material adverse effect on your ability to fulfill its respective obligations under the EULA.

4. Registration and Security

- 4.1. For those FUS Products requiring a password or limited to a number of Authorized Users, you and your Authorized Users shall only access the Website and use FUS Products through use of assigned sign-on IDs and passwords, which must be kept confidential. Each ID will be for the personal use of a single named Authorized User only. You shall not distribute or divulge a valid sign-on ID and/or password to anyone except to your Authorized Users, unless otherwise permitted in a separate writing by Opta . You must choose strong and secure passwords, keep the passwords confidential and, other than with our prior written consent, not disclose the passwords to any other person for any purpose whatsoever.
- 4.2. You must promptly notify us if you have grounds to suspect the loss, theft, or unauthorized disclosure of any passwords, and will be responsible for all uses of the passwords including any charges incurred using your account, until you have reported the loss, theft, or disclosure to us. Subject to the foregoing, you are responsible for all activities, and charges that occur using your passwords.
- 4.3. You agree not to attempt to bypass any security mechanism used in connection with the Website and FUS Products or take any action which undermines the safety or security of the Website or FUS Products.
- 4.4. You agree that we may monitor your and Authorized User's access of the Website and use of the FUS Products to validate your compliance with the terms of the EULA and validate compliance by the FUS Customer with the Service Agreement if entered.

5. User Generated Content

- 5.1. Some of the FUS Products may enable you and others to upload, share, or publish materials ("User Generated Content"). In doing so, you grant the FUS Customer and its respective service providers (including Opta) a perpetual, non-exclusive, royalty free, sub-licensable and transferable right to use, display, copy, modify, disclose and create derivative works of such User Generated Content.
- 5.2. You represent and warrant, and must ensure, that any material you upload, share, or publish, (a) is accurate, correct, and not misleading; (b) does not infringe the intellectual property rights, rights of privacy (including data privacy), or other rights of any person; (c) does not contain any sensitive personal data or protected health information; (d) does not breach any law, regulatory guidance, or relevant code of conduct; (e) is not obscene, pornographic, or otherwise objectionable, does not depict violent or sexual acts, and does not perpetuate hatred against any person; (f) is not abusive, threatening, or defamatory, and does not have the likely effect of causing offense or harm; and (g) does not contain any instructions (including software) which if implemented might cause damage or injury to any person or property (including intangible property such as data).
- 5.3. Neither the FUS Customer nor its service providers are responsible to review any User Generated Content or Confidential Information submitted by you or any other person for compliance with this EULA or otherwise, or to exercise any degree of editorial control. You acknowledge that we are acting as a mere conduit. We may, however, remove or suspend access to any User Generated Content at any time in our sole and absolute discretion.

6. Intellectual Property Rights

- 6.1. You acknowledge that the FUS Products, and all works and data provided or made available by the FUS Products or derived therefrom including without limitation the estimated valuations and confidence scores provided as part of FUS Products and any adjustments or changes made by you

to the FUS Products, is owned by and is the sole and exclusive property of Opta or Opta's licensors, and you acquire no right, title or interest therein other than as expressly provided in this EULA. All programs, specifications, algorithms, routines, or techniques which are developed by Opta in the execution of this EULA shall remain the property of Opta or Opta's licensors thereof, and you will not disclose same or make the same available to any third party except as permitted within this EULA and without the written consent of Opta. You warrant and represent that you will take all reasonable steps necessary to protect and preserve the FUS Products and the interests and rights of FUS and any applicable third-parties therein, including taking appropriate action by instruction or agreement with its employees or other authorized users who are permitted access to any of the FUS Products.

- 6.2. Unless otherwise expressly authorized in this EULA, neither you nor any person under your control will: (i) perform automated data collection of information from our systems and Website; (ii) modify, adapt, alter, translate, or create derivative products, including competing products or services from the FUS Products (or any portion thereof); (iii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the FUS Products (or any portion thereof) or any other associated products and services to any third party; (iv) reverse engineer, decompile, or disassemble the FUS Products (or any portion thereof); (v) otherwise use or copy the FUS Products (or any portion thereof including any adjustments or changes made by you), (vi) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the FUS Products (or any portion thereof); (vii) license, sublicense or otherwise display or transfer the FUS Products (or any portion thereof) to any third parties (including without limitation clients and prospective clients); (viii) copy, redistribute or publish (in hard copy printed form, via disc, CD-ROM, tape or any other media or medium, form or format), the FUS Products (or any portion thereof); or (ix) create or develop a database, warehouse, repository, or other source of information that could be used in lieu of any FUS Products or any of the information contained therein or derived therefrom.
- 6.3. You hereby grant to Opta a non-exclusive revocable license for the Term of this EULA to use and process the User Generated Content for the purpose of carrying out Opta's obligations and exercising its rights under this EULA. All intellectual property rights in and to the data that results from the observation, analysis or other processing of User Generated Data may be aggregated with other data of Opta, or its customers ("Derived Data"). Derived Data shall be and remain Opta's property and Opta may use and license Derived Data for any purpose. FUS owns all data from which assignee, assignor, and non-public client-specific information has been removed, which were created and/or extracted using the FUS Products. Such data are referred to as "Anonymous Data". Analytical information provided by the FUS Products is owned by Opta. Unless agreed otherwise in writing, use by you of information gathered from the FUS Products must be accompanied by appropriate acknowledgement of Opta's ownership of the information.
- 6.4. You must not use or register any designation, name, or trademark appearing through the FUS Products, or any designation, name, or trademark beginning with 'Opta' or "Precise" (together the "Opta Marks") and must not use or attempt to register any designation, name, or mark which is the same as or similar to any of the Opta Marks.
- 6.5. You must not use or apply the Opta Marks or any confusingly similar marks or terms on or in any of your promotional materials, including but not limited to your website, letterhead, business cards, estimates or any contracts. You also must not use any of the Opta Marks as a metatag or metatags.
- 6.6. Any challenge or any attempt to register or obtain rights in and to the FUS Products, the Opta Marks, and any other Opta proprietary material, or any variation or simulation thereof, will be deemed a material breach of this EULA, subject to immediate termination of this EULA by Opta without rights of cure.

7. Confidential Information

- 7.1. "Confidential Information" means all information disclosed to the relevant party by or on behalf of the other party: (i) in connection with the FUS Products; or (ii) which is marked as or otherwise has been indicated to be confidential, or which derives value to a party from being confidential, or which would

- be regarded as confidential by a reasonable person. To avoid doubt, any materials you upload, share, or publish to any public areas of the FUS Products are not Confidential Information.
- 7.2. Subject to subsection 7.3, each party must treat all Confidential Information as strictly confidential and except as permitted in the EULA or the FUS Products Agreement must not disclose Confidential Information to any person.
 - 7.3. A party may disclose Confidential Information if and to the extent:
 - a) required by law or order of the courts or by any securities exchange or regulatory or governmental body to which such party is subject, wherever situated; or
 - b) disclosed on a necessary basis to the professional advisers and auditors of such party; or
 - c) the Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or
 - d) with the prior written approval of the other party, such approval not to be unreasonably withheld, delayed, or made subject to conditions.
 - 7.4. We may share your information (including Confidential Information) with third-party subcontractors in connection with the provision of the FUS Products, and with other persons as permitted in this EULA or the FUS Products Agreement.
 - 7.5. This section will not limit our ability to use Anonymous Data (including usage information and market data) or information acquired from you through the use of the FUS Products' feedback system, which is and will remain our property.
 - 7.6. The restrictions contained in this section will continue to apply after the termination or expiry of this Agreement (however arising) without limit in time.

8. Fees and Payment

- 8.1. Unless stated otherwise, you agree to pay Opta fees in Canadian funds for use of and/or access to the FUS Products within thirty (30) days of receipt of the invoice. Opta reserves the right to charge a two percent (2%) interest per month on any invoices remaining unpaid after thirty (30) days of its receipt. You hereby acknowledge and agree that your failure to make any payment to us within thirty (30) days after it is due will constitute a default. Once your account is in default, we, in addition to all other remedies available at law or equity, will have the right to disable your access rights to the FUS Products. Unless agreed otherwise in writing, Opta reserves the right to amend the fees provided to you following the first year and prior to each renewal term. You shall have thirty (30) days from the date of any notice of a change in fees to advise Opta in writing of its intent to make adjustments in its order for the FUS Products. You shall be responsible for payment of fees for all FUS Products ordered, regardless of whether you actually uses or access any FUS Products.
- 8.2. Unless you provide us with a valid tax exemption certificate, you shall be responsible for payment of any and all applicable goods and services, sales, excise or other similar taxes. Unless agreed otherwise in writing, all fees are non-refundable.
- 8.3. Without limiting the generality of other provisions in this section, if the payment is being made online, you agree to cooperate with us in the establishment of a program that will allow you to utilize a method of electronic funds transfer as the means for payment to Opta of the charges you have incurred. Payments are to be made according to the invoice or, if paying online, payment is due immediately by valid credit card.

9. Term and Termination

- 9.1. The term of this EULA is for twelve (12) months, the period designated in the Services Agreement, or the period designated by you on the order confirmation receipt ("Term"). The Term will automatically renew for like terms at the date of expiration unless you provide written notification of your intent to terminate this EULA at least fifteen (15) days prior to the date of expiration. We may terminate this EULA without cause by giving you at least thirty (30) days' written notice of our intent to terminate. If

you breach the EULA, we may terminate this EULA immediately upon written notice to you, and you will have no right to cure.

- 9.2. We may suspend or terminate all or part of your access to the Website, and your rights to access and use the FUS Products without notice if:
 - a) we have reason to suspect that: (i) you have violated the EULA; or (ii) the FUS Customer has breached the Services Agreement;
 - b) the Services Agreement or this EULA expires or is terminated;
 - c) we consider it reasonably necessary to avoid loss or damage; or
 - d) we are requested to do so by the relevant FUS Customer or any regulatory authority.
- 9.3. In the event of termination, you must promptly, but in no event more than ten (10) days following our written request, deliver, return or destroy all or any portion of the FUS Products, or any other procedures, proprietary information, documentation, files, and/or any other property or data provided by Opta under this EULA.

10. Indemnities

- 10.1. If you suffer a claim by a third party alleging that your use of the FUS Products infringes any intellectual property rights of any person ("IPR Claim"), you agree to:
 - a) notify us as soon as reasonably practicable and in any event within fourteen (14) days of becoming aware of the allegation;
 - b) not make any admission of liability, agreement, or compromise in relation to the matter without our prior written consent; and
 - c) give us complete authority to conduct all proceedings relating to the matter and to cooperate with us in relation to all such proceedings.
- 10.2. Provided you have complied with subsection 10.1 and provided the IPR Claim relates to your use in accordance with the EULA, we will conduct the defense or settlement of the IPR Claim and will indemnify you against any settlement to which we agree, or any amount awarded by a court of competent jurisdiction to the extent the settlement or award arises from the IPR Claim.
- 10.3. In connection with any claim brought by a third party (including IPR Claims and proceedings by regulatory authorities), to the extent any loss, damage, or expense (including reasonably incurred legal fees) suffered or incurred by us in connection with the claim results from your violation of the EULA, you agree to indemnify us against such loss, damage, or expense.
- 10.4. You agree to indemnify and hold us harmless against any loss, damage, or expense (including reasonably incurred legal fees) suffered or incurred arising in connection with your breach of subsection 5.2, or any allegation by a third party that your User Generated Content infringes the intellectual property rights, rights of privacy (including data privacy), or other rights of any person.

11. Limitation of Liabilities and FUS's Limited Warranties

- 11.1. YOU ACCEPT THAT THE FUS PRODUCTS AND ALL INFORMATION AND DATA MADE AVAILABLE THROUGH THE FUS PRODUCTS ARE WHOLLY ADVISORY IN NATURE AND ARE PROVIDED ON AN "AS IS" BASIS. OTHER THAN AS EXPRESSLY SET FORTH IN THIS EULA, NONE OF OPTA, ITS AFFILIATES, LICENSORS OR SUPPLIERS NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE FUS PRODUCTS. THE INFORMATION OR DATA MADE AVAILABLE BY THE FUS PRODUCTS OR THIS EULA, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY, SUITABILITY, OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE YOUR EXCLUSIVE REMEDIES. YOU AGREE THAT OPTA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS WITH RESPECT TO THE QUALITY, COMPLETENESS, CURRENCY OR ACCURACY CONTAINED IN THE FUS PRODUCTS (SPECIFICALLY THE FUS MAPS) AND IS NOT

RESPONSIBLE FOR ANY ACTION TAKEN IN RELIANCE ON INFORMATION CONTAINED IN FUS PRODUCTS (SPECIFICALLY THE FUS MAPS).

- 11.2. YOU FURTHER AGREE THAT THE FUS PRODUCTS REPRESENTS AN INTEGRATION POINT FOR CONTENT OBTAINED FROM A VAST ARRAY OF SOURCES, AND YOU ASSUME THE RISK OF HUMAN, MECHANICAL OR OTHER ERROR BY OPTA, ITS MEMBERS, LICENSEES OR OTHER CONTRIBUTORS THAT MAY CAUSE DELAYS, ERRORS OR OMISSIONS. YOU ACKNOWLEDGE THAT THE FUS PRODUCTS PROVIDED UNDER THIS EULA MAY CONTAIN CONTENT OBTAINED FROM THIRD-PARTY SOURCES. OPTA DOES NOT WARRANT NOR IS OPTA RESPONSIBLE FOR ANY SUCH THIRD-PARTY CONTENT. WHEN SUCH THIRD-PARTY CONTENT IS INCLUDED IN THE FUS PRODUCTS, ALL SUCH THIRD-PARTY CONTENT IS PROVIDED "AS IS." YOU MUST NOT RELY ON OPTA FOR THE ACCURACY OR COMPLETENESS OF CONTENT SUPPLIED BY THIRD-PARTY SOURCES.
- 11.3. IN THE EVENT YOU ASSERT ANY CLAIM AGAINST OPTA, FUS 'S TOTAL AGGREGATE LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, INCLUDING, BUT NOT LIMITED TO, INDEMNIFICATION, SHALL BE LIMITED TO THE LESSER OF: (I) \$5,000 (FIVE THOUSAND CANADIAN DOLLARS) OR (II) THE AMOUNT PAID BY YOU TO OPTA FOR THE SPECIFIC TRANSACTION GIVING RISE TO SUCH LIABILITY OR OBLIGATION; OR (III) THE TOTAL AMOUNT PAID BY YOU IN THE PRECEDING SIX (6) MONTHS FROM THE DATE THE CAUSE OF ACTION AROSE.
- 11.4. IN NO EVENT WILL OPTA BE LIABLE FOR LOSS OF PROFIT, GOODWILL, OR ANY OTHER GENERAL, SPECIAL, CONSEQUENTIAL, INDIRECT, CIRCUMSTANTIAL, OR INCIDENTAL DAMAGES SUFFERED OR CLAIMED BY YOU OR ANY OTHER PERSON, FIRM, OR ENTITY AS A RESULT OF YOUR USE OF THE FUS PRODUCTS, DOCUMENTATION, DATA, OR OTHER ITEMS PROVIDED HEREUNDER, IRRESPECTIVE OF WHETHER SUCH LOSS OF PROFIT, GOODWILL, OR OTHER DAMAGES OF ANY NATURE WAS KNOWN OR COULD HAVE BEEN REASONABLY FORESEEN BY OPTA .

12. AUDIT

You shall maintain adequate records pertaining to its business operations, data protection and security practices, and the FUS Products, including without limitation, records related to the use, process, transfer, handling, storage, distribution thereof and access thereto, and other matters relevant to this EULA. For the sole purpose of verifying your compliance with this EULA, during the Term, and for a period five (5) years after the expiration or termination of this EULA, you agree to provide Opta, access to and right to audit, examine and copy, on at least ten (10) days prior written notice, your books of account, information, operations, records, documents and other materials under your control and under the control of other related entities, which contain records of your access and/or use of FUS Products, disclosure and distribution of Opta's Confidential Information and FUS Products, and your performance of obligations under this EULA. Opta may exercise this right during normal business hours, once in any twelve (12) month period, unless otherwise (i) requested by a regulator, (ii) Opta believes that you have violated any term or condition of this EULA or (iii) an audit establishes or reasonably suggest your non-compliance, which, in each such case in clauses (i), (ii) and (iii), Opta may exercise this right to audit at any time. Without limiting any other rights we may have under this EULA or law, your failure to allow an audit as permitted herein or to reasonably cooperate with Opta in any aspect thereof shall be a material breach of this EULA. The audit will be conducted by Opta or its authorized representatives and at Opta's expense (excluding your operational costs). In addition to the audit, you agree that Opta may, from time-to-time, but not more than annually, present, and you shall complete and return, reasonable questionnaires regarding your security practices and procedures in connection with the access and use of FUS Products, and data handling, retention, and storage. In the event that you have authorized a third-party to have access to any FUS Products on your behalf (which access is not permissible without the prior written consent of Opta), you shall cause any such third-party to agree to and comply with the provisions of this section.

13. Other provisions

- 13.1. **Storage:** Opta will store details of any completed FUS Products, in accordance with Opta's data retention policy. Opta reserves the right to remove all data five (5) years from the date last modified or immediately following termination of this EULA. If you discontinue your subscription with Opta and then begin a new subscription at a later date, Opta does not guarantee that the original data will remain or be available on Opta's system. Additional fees to reconnect historical data to a new subscription may apply.
- 13.2. **Publicity:** During the term of this EULA or FUS Products Agreement, you agree that Opta has the right, but not the obligation, to list your company as a customer who uses the FUS Products on Opta's website or in presentations. Opta will remove your company's name from any such list within thirty (30) days after any termination of this EULA or after your written request.
- 13.3. **Assignment:** No interest herein shall be assigned, sublicensed or transferred in any manner in whole or in part (whether voluntarily or by operation of law) directly, indirectly or contingently by you without the express written consent of Opta. Any attempted assignment or transfer by you shall be null and void and of no effect. We may assign this EULA in part or whole upon time by informing you (either through the FUS Products, on our website, or otherwise).
- 13.4. **Force Majeure:** Except for the obligation to pay money, each party hereunder shall be excused from liability for the failure or delay in performance of any obligation under this EULA by reason of any event beyond such party's reasonable control, including, but not limited to, acts of God, governmentally declared state of emergency or other governmental acts, pandemic, fire, flood, explosion, earthquake, or other natural forces, act of the public enemy, war, civil unrest, accident, any strike or labor or industrial disturbance, the unavailability for any reason of materials, labor, equipment, data, software, utilities (including Internet) or supplies or any other event, whether of a kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming to be affected by such event. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance. All delivery dates under this EULA that have been affected by force majeure shall be deemed adjusted for the duration of such force majeure. In no event shall Opta be required to prevent or settle any labor disturbance or dispute.
- 13.5. **Governing Law:** This EULA shall be governed by the laws of the Province of Ontario and the federal laws of Canada; and the parties attorn to the jurisdiction of the courts of the Province of Ontario.
- 13.6. **Language:** The parties hereby confirm their express agreement that this EULA and all documents directly or indirectly related thereto be drawn up in English. LES PARTIES RECONNAISSENT LEUR VOLONTE EXPRESSE QUE LA PRESENTE CONVENTION AINSI QUE TOUS LES DOCUMENTS QUI S'Y RATTACHENT DIRECTEMENT OU INDIRECTEMENT SOIENT REDIGÉS EN LANGUE ANGLAISE.
- 13.7. You may not use the FUS Products if you are located in a country to which the export or re-export of the FUS Products is prohibited.
- 13.8. **Entire Agreement:** The EULA and all of the documents that comprise this EULA, constitutes a fully integrated contract and states the entire agreement between the parties in respect to the subject matter thereof. It supersedes and merges any and all prior discussions, representations, demonstrations, negotiations, correspondence, writings and other agreements and together states the entire understanding and agreement upon which the parties rely respecting the subject matter of the EULA. The captions or headings used in this EULA are for convenience and in no way define, limit or enlarge the scope of EULA or any of its sections.
- 13.9. **Waiver:** The failure or delay of either party to insist upon the performance of any of the terms of the Agreement in any one or more instances will not be construed as a waiver or relinquishment of the future performance of any such term, and the obligation of the parties with respect to any such future performance will continue in full force and effect.
- 13.10. **Invalidity:** If any provision of the EULA is determined to be invalid under any applicable statute or rule of law, it is, to the extent invalid, deemed to be omitted and the remaining provisions of the Agreement shall continue in full force and effect.

13.11. **Interpretation:** In this EULA: (i) the singular includes the plural and vice versa, and references to the 'FUS Products' includes a reference to any part of them; (ii) references to a person include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, or partnership (whether or not having a separate legal personality); (iii) FUS Customer and Opta are each individually referred to as "party" and collectively as "parties"; and (iii) 'including', 'in particular', and similar expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions.