



End User License Agreement

These are the terms and conditions that apply to the Product that you are licensing. “We,” “us” and “our” refers to Outlier Solutions Inc (“Outlier”). “You” and “your” refers to you and/or your organization (“customer”). “Product” refers to each product in your cart at the time that you complete an online purchase for a Product or multiple products via outliercanada.com.

Your license gives you one non-exclusive and non-transferable license to use the Product. We may license the same and/or similar products to other customers. You do not have the right to disclose, give, sell or transfer the Product to any other person or organization or to allow any other person or organization to use the Product, except within limited circumstances. You may however allow the following third parties to use the Product for the limited purposes specified below:

- A. Financial service provider(s) for the purpose of their verification of your compliance program;
- B. Reviewers or auditors conducting review or audit of your business;
- C. Regulators for the purpose of evaluating your compliance program;
- D. Any potential buyers or acquirers of your business for the purpose of their evaluation of your business; and
- E. Any other purposes where required by law.

If you wish to disclose the Product to any additional parties and/or for any other reasons, you must contact us in writing to obtain our written consent before doing so. We will not withhold consent where there is a reasonable legal or business reason for the disclosure of the Product.

Outlier retains all intellectual property rights including but not limited to copyright of the Product at all times. You are granted a limited license to use the Product under this Agreement.

While Outlier has made efforts to ensure that our website and Product are easy to understand, the Product requires customization to be completed by the customer. We do not offer any form of warranty or guarantee regarding the results that you may generate by use of the Product. You remain responsible at all times for your compliance program, including ensuring that the Product that you license from us generates the results that you need in order to achieve your regulatory and compliance needs.

You agree that neither Outlier, nor any of the industry associations or organizations that we may partner with for their input on the Product and its development or for raising awareness of the Product or for sales and/or marketing purposes will bear any liability for your compliance regime, including but not limited to issues related to regulatory penalties or non-compliance.

Outlier warrants that the Product conforms to the description of the Product provided on our website at the time that you purchase your license to the Product, we also warrant that the Product will not infringe any third party intellectual property rights or any third party contractual rights in Canada. Outlier disclaims all other implied warranties and conditions relating to the Product.

Outlier's liability for any direct damages is limited to the license fee that you paid for the Product. Neither Outlier nor any of the industry associations or organizations that we may partner with for

their input on the Product and its development or for raising awareness of the Product or for sales and/or marketing purposes, shall bear any liability for any special, indirect or consequential damages howsoever caused.

This Agreement is made under the laws of the province of Ontario, Canada.

By clicking I agree, you are asserting that you agree to these terms and conditions that you have just reviewed. You also agree that you are authorized to purchase these Product(s) on behalf of your organization (if applicable).

I Agree

I Do Not Agree