

THIS FREE TRIAL SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF THE CREATROS-JIRA CLOUD PLUGIN FREE TRIAL SERVICE MADE AVAILABLE BY CREATROS TECHNOLOGIES INC. (HEREBY KNOWN BY CREATROS) BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR OTHERWISE USING THE FREE TRIAL SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE FREE TRIAL SERVICE.

You may not access the Creatros-JIRA Cloud Plugin Free Trial Service if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Free Trial Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. This Agreement was last updated on April 5, 2020. It is effective between You and Us as of the date of You accepting this Agreement.

1. Definitions.

1.1 "Free Trial Service" means the application(s) and/or technology provided under this Agreement to You that We have either: (i) not made generally available to Our customers, and has been designated by Us as beta, limited release, developer preview, development or test bed environments; or (ii) by descriptions of similar import, such as, but not limited to, "Free Trial." Free Trial Service excludes Content and Non-Creatros Applications.

1.2 "Content" means information obtained by Us from Our content licensors or publicly available sources and which may be made available to You through the Free Trial Service, as may be more fully described in the Documentation.

1.3 "Documentation" means Our online user guides, documentation, and help and training materials, as updated from time to time, and which may be accessible via creatros.com or login to the applicable infrastructure(s) from which the Free Trial Service otherwise operates. Your use of the Creatros-JIRA Cloud Plugin Free Trial Service shall be subject to any notice and licensing information in the Documentation as may be applicable to the infrastructure from which it operates and/or the Free Trial Service itself.

1.4 "Non-Creatros Application" means a Web-based or offline software application that is provided by You or a third party and which may interoperate with the Free Trial Service, including, for example, an application that is developed by or for You, or is identified as Creatros or by a similar designation.

1.5 "Users" means individuals who are authorized by You to use the Free Trial Service and have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to employees, consultants, contractors and agents of You or Your affiliates.

1.6 "We," "Us" or "Our" means Creatros Technologies Inc.

1.7 "You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and affiliates of that company or entity.

2. Use of Free Trial Service.

We shall make the Free Trial Service and Content available to You subject to the terms of this Agreement and the applicable Documentation. You shall allow only Users to access the Free Trial Service, and only for the purpose(s) described by Us. The Free Trial Service is for evaluation purposes only and is not supported and may be subject to additional terms as communicated to You.

The Creatros-JIRA Cloud Plugin will be delivered in the form of a "JAR" file for installation to Your system, following the JIRA plugin distribution guide provided by Atlassian Pty Ltd. Creatros will provide You with the necessary access information to begin using the Free Trial through Your existing JIRA Software. In case of a new release of an updated version, You will be provided a new JAR file. Client has the discretion to install the new version.

The Creatros-JIRA Cloud Plugin is designed to work with the latest version of the JIRA Software, which is available in the Effective Date. If You decide to upgrade the JIRA Software at any future time, Creatros does not guarantee the reliability of the Creatros-JIRA Cloud Plugin. In such an event, Creatros will use reasonable efforts to resolve such issue and provide an upgraded version of the Creatros-JIRA Cloud Plugin to work with the new version of the JIRA Software.

2.1 For user support, You may contact Us with any technical support issues at no additional charge. The technical support provided shall be limited to ensuring the proper functioning of the Creatros-JIRA Cloud Plugin. Customers in need of technical support may email their queries to support@creatros.com.

3. Acquisition of Non-Creatros Products and Services.

The Free Trial Service may contain features designed to interoperate with Non-Creatros Applications. To use such features, You may be required to obtain access to Non-Creatros Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-Creatros Applications. Any acquisition by You of such Non-Creatros products or services, and any exchange of data between You and any non-Creatros provider, is solely between You and the applicable non-Creatros provider. If You install or enable a Non-Creatros Application for use with the Free Trial Service, You grant Us permission to allow the provider of

that Non- Creatros Application to access any data submitted to or collected through the Free Trial Service as required for the interoperation of that Non- Creatros Application with the Free Trial Service. We are not responsible for any disclosure, modification or deletion of such data resulting from access by the provider of such Non- Creatros Application.

4. Feedback.

If reasonably requested by Us, You agree to provide feedback to Us regarding the Free Trial Service, and Creatros may use such feedback as set forth in section 10 of this Agreement. We may use the data generated in connection with Your use of the Free Trial Service (e.g., types of web applications utilized); provided, however, in the event We provide such data to third parties, it shall be anonymized and presented in the aggregate so that it cannot be linked specifically to You or any User.

Any feedback You provide during the use of this software in no way grants You any ownership rights for any features that may be created or upgraded in future versions of the Creatros-JIRA Cloud Plugin as a result of the said feedback.

5. Confidentiality.

Information that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement that is identified as confidential or that would reasonably be understood to be confidential based on the nature of the information or the circumstances surrounding its disclosure, is Confidential Information of the Disclosing Party. Notwithstanding the foregoing, the Free Trial Service and all information provided or disclosed to You relating to the Free Trial Service is Our Confidential Information. The Receiving Party shall use the same degree of care to protect such Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

During the term of this Agreement, Creatros will not for its own personal benefit, at any time or in any manner, whether directly or indirectly, use any confidential or proprietary information pertaining to the Receiving Party, including but not limited to trade secrets, customer lists, contacts, financial data, etc., nor shall Creatros disseminate any information obtained from the Receiving Party unless required to do so by law.

The Receiving Party will not for its own personal benefit, at any time or in any manner whether directly or indirectly, use any confidential or proprietary information pertaining to Creatros, including but not limited to trade secrets, customer lists, contacts, financial data, technical data, coding, software, etc., nor shall the Receiving Party disseminate any information obtained from Creatros unless required to do so by law.

6. Term and Termination.

This Agreement shall commence upon Your acceptance and will terminate ninety (90) days from the effective date unless ended earlier in accordance with this agreement. If you would like to use the services after the Trial Period You must purchase such services from Creatros under a separate contract.

7. Your Responsibilities.

You are responsible for all activities that occur in User accounts and for Users' compliance with this Agreement.

You shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Free Trial Service or Content nor make the Free Trial Service or Content available to any third party, other than as expressly permitted by this Agreement; (b) modify, copy or create derivative works based on the Free Trial Service; (c) modify, copy or create derivative works based on Content except as expressly permitted under this Agreement or the Documentation; (d) frame or mirror any part of the Free Trial Service or Content, other than framing on Your own intranets or otherwise for its own internal business purposes; (i) modify, reverse engineer, or de-compile the Free Trial Service; (ii) access the Free Trial Service in order to build a competitive product or service; (e) access the Free Trial Service or Content in order to copy any ideas, features, functions or graphics of the Free Trial Service or Content; or (f) otherwise use the Free Trial Service in manner that violates applicable laws.

You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all information and material submitted to the Free Trial Service by You or by Users or on their behalf, the means by which You acquired such information and material, and the use of such content and data; (ii) to the extent any Documentation imposes restrictions on submission of data to services which operate on the same infrastructure as the Free Trial Service, You shall abide by such restrictions in Your submission of data to the Free Trial Service; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Free Trial Service and Content, and notify Us promptly of any such unauthorized access or use; and (iv) comply with the Documentation (if applicable) and all applicable local, provincial, federal and

foreign laws, and written or electronically provided instructions from Us in using the Free Trial Service and Content; (v) comply with terms of service of Non-Creatros Applications with which You use the Free Trial Service or Content.

8. No Warranty.

THE FREE TRIAL SERVICE IS PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Free Trial Service may contain bugs or errors. Any production use of the Free Trial Service is at Your sole risk. You acknowledge that We may discontinue making the Free Trial Service available to You at any time in Our sole discretion and may never make the Free Trial Service generally available.

9. No Damages.

IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Proprietary Rights.

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Free Trial Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Free Trial Service, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Free Trial Service.

Upon execution of this Agreement, We grant You a non-exclusive and non-transferable license to use the Creatros-JIRA Cloud Plugin. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

11. Communications.

By registering for and using the Free Trial Service, You thereby consent to receiving information about Creatros and its products and services, via the contact information that You provide to Creatros. You may opt-out of any such communications at any time, by providing Creatros with notification of Your intent to opt-out in accordance with the instructions contained in such communications.

12. General Provisions.

You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent. This Agreement shall be governed exclusively by the internal laws of the Province of Newfoundland & Labrador, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of the provincial and federal courts located in St. John's, Newfoundland & Labrador to adjudicate any dispute arising out of or relating to this Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.