

## Terms of Use for Descartes Ideas Portals

This Terms of Use covers the use of websites specifically designated by Descartes as being intended to provide information and receive feedback from Descartes customers regarding developments in Descartes products and services (collectively referred to as "Descartes Ideas Portal"):

### 1) Access to Descartes Ideas Portal

- a. Use of the Descartes Ideas Portal is by invitation only. Invitations are extended at Descartes sole and absolute discretion and may be changed or rescinded at any time and without any prior notice. Invitations may also be extended to organizations or entities to include a limited number of that organization's employees. The organization or entity is responsible for notifying Descartes if any employee given access to Descartes Ideas Portal is no longer employed by that organization so that their access can be terminated.
- b. Descartes reserves the right to periodically require users to renew or reaffirm their registration details. Requests will be made through email. Users who fail to respond to such requests within 30 days of the request being made will have their accounts automatically deactivated.

### 2) Confidential Information

- a. Information provided by Descartes through Descartes Ideas Portal is considered Confidential Information, and includes but is not limited to: a) our response to any submission, b) the status of any project, idea, or enhancement; c) any timelines or project planning details; d) any questions, surveys, polls, or other similar communications designed to obtain user opinions or beliefs; and e) whether or not an idea, enhancement, or other similar such suggestion has or has not been submitted to Descartes Ideas Portal. You agree not to share Confidential Information with any other third party, including any other user of Descartes Ideas Portal without the prior written permission of Descartes. If requested by Descartes, you agree to immediately and permanently destroy all Confidential Information, including any extracts, derivatives, or copies of the Confidential Information.

### 3) Obligations of the User

- a. In using Descartes Ideas Portal, you agree not to:
  - i. Post any information that you know or ought to reasonably know is misleading, false, or inaccurate, harassing, or intended to cause damage or harm to others.
  - ii. Post any trade secrets or confidential information belonging to third parties or any material that infringes on any such third parties' intellectual property rights.
  - iii. Post any content, including any programs or software code, that you know or ought to reasonably know contains any harmful code, including but not limited to any virus, worms, time bombs, Trojan horses, or may have the effect of causing disruption, delay, crashing, flooding, or instability to Descartes Ideas Portal.
  - iv. Attempt to reverse engineer all or part of Descartes Ideas Portal, or take any action that might reasonably compromise the security or integrity of any data stored in Descartes Ideas Portal.
  - v. Engage in any conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any city, state, national, or international laws or regulations, including but not limited to violating any export control or securities laws.
- b. You agree not to share your account credentials with any other person or third-party.

- c. In the event your user account is compromised or you believe your credentials may be in the possession of any other person or entity, you will notify Descartes as soon as reasonably possible of the potential loss of control over your account.

#### 4) Ownership of Information

- a. In submitting any information through Descartes Ideas Portal you grant Descartes a royalty-free, worldwide, transferrable, sublicensable, fully paid up, and perpetual license to use or incorporate into any Descartes product or service, regardless of whether they currently exist or have been released, any feedback, suggestion, idea, recommendation, or enhancement request made, contained in, or implied from any submission made by you. To the extent that you have any intellectual property rights to all, or part of the idea submitted, wherever possible by law you irrevocably agree to assign all such rights to Descartes in perpetuity immediately upon your submitting of the idea.
- b. You agree only to submit personally identifiable information about yourself if required to do so by Descartes. In the event you submit any personally identifiable information about any other individual, you are responsible for obtaining any necessary consent from that person to submit that personally identifiable information to us. We will retain and process that information only as required to fulfill the purpose of reviewing, evaluating, and responding to your submission. Further details of our handling of such information can be found in our privacy policy (<https://www.descartes.com/privacy-policy>).
- c. As the Descartes Ideas Portal, or portions of it, may be hosted by Aha! Labs Inc., personally identifiable information may be processed by them from time to time. Aha! Labs Inc. is based in the United States of America. By using the Descartes Ideas Portal you consent to our use of Aha! Labs Inc. as a data processor. Further information about their handling of such personally identifiable information can be found at: <https://www.aha.io/legal/security/gdpr>.

#### 5) Limitation of Liability

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT DESCARTES NOR ITS EMPLOYEES, OFFICERS, DIRECTORS, OR SHAREHOLDERS SHALL NOT BE LIABLE TO YOU FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR STATUTORY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OR PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL OR FOR ANY COST OF COVER OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), EVEN IF DESCARTES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT, WHETHER IN BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF DESCARTES SHALL IN NO CASE EXTEND BEYOND \$100 USD.
- b. EXCEPT AS EXPRESSLY SET FORTH IMMEDIATELY ABOVE, THE SITE, SITE CONTENT AND SERVICE ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND DESCARTES MAKES NO WARRANTY THAT THE SITE, SERVICE OR SITE CONTENT ARE COMPLETE, SUITABLE FOR YOUR PURPOSE, ACCURATE, OR ERROR FREE, AND ON BEHALF OF ITSELF AND ITS LICENSORS, DESCARTES HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED, STATUTORY OR OTHER WARRANTIES WITH RESPECT TO THE SITE, SITE CONTENT AND SERVICE, OR THE AVAILABILITY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE ENTIRE RISK FROM USE OF THE SITE, SERVICE, AND/OR THE SITE CONTENTS RESTS WITH YOU.

#### 6) Use of Cookies and Trackers

- a. Descartes Ideas Portal uses the cookies to for various purposes including:
  - i. To store user preferences and other similar information;
  - ii. To recognize a user's device for login related purposes;

iii. To gather anonymous analytics that help us improve the website based on how it is used.

7)

- a. Descartes Idea Portal, or some portions of it, may be hosted by Aha! Labs Inc., Aha! Labs Inc. may also make use of some cookies, as further described in their privacy policy located at: [https://www.aha.io/legal/privacy\\_policy](https://www.aha.io/legal/privacy_policy).
- b. A cookie is a small file of letters and numbers downloaded on to a device when the user accesses certain websites. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent or to delete any cookies already on your device, however some website features or services may not function properly without cookies.
- c. We only use first-party cookies to track visitor interactions and do not collect any personal information in these cookies. Browsers do not share first-party cookies across domains. We use cookies to gather anonymous usage statistics via Google Analytics, which help us analyse data about webpage traffic and improve our website in order to tailor it to customer needs.
- d. By using Descartes Ideas Portal you agree that we and Aha! Labs Inc., as the case may be, may utilize and place cookies on your device for the above described purposes.

8) Communication

- a. Descartes may, on occasion, need to send you information about the Descartes Ideas Portal. The messages may be related to your account, responses and status updates to suggestions made by you, or technical or security messages related to the Descartes Ideas Portal.
- b. If you provided your consent to receive commercial electronic messages, you may also receive marketing messages about other Descartes products and services. You may withdraw your consent at any time by unsubscribing from a received email or by advising us in writing of your change in preference.

9) Miscellaneous

- a. Your use of Descartes Ideas Portal shall be governed by the laws of Ontario, and you agree to submit to the jurisdiction of the courts of Ontario to resolve any dispute arising from your use of Descartes Ideas Portal.
- b. These Terms of Service supersede all prior or contemporaneous discussions, proposals and agreements between you and Descartes relating to the use of Descartes Ideas Portal or any ideas, recommendations, suggestions, or enhancement requests made to Descartes.
- c. No amendment, modification or waiver of any provision of these Terms of Service will be effective unless in writing and signed by an authorized representative of both parties.
- d. If any provision of these Terms of Service is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible to give effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable.
- e. No waiver of rights by either party may be implied from any actions or failures to enforce rights under these Terms of Service.
- f. These Terms of Service are intended to be and are solely for the benefit of Descartes and you, and do not create any right in favor of any third party.