

# Sophia End-User License Agreement ("Agreement")

**Last updated: October 19, 2022**

Please read this End-User License Agreement carefully before using Sophia.

## Interpretation and Definitions

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### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of this End-User License Agreement:

**Agreement** means this End-User License Agreement that forms the entire agreement between You and the Company regarding the use of the Application.

**Application** means the online application provided by the Company, named Sophia and accessible at the URL <https://www.sophiapro.com/>.

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Evoca North America Inc., 2355, avenue Dalton, Québec, QC G1P 3S3 Canada.

**Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

**Country** refers to: Quebec, Canada

**Device** means any device that can access the Application such as a computer, a cellphone or a digital tablet.

**Licence** refers to any license granted by the Company

**Third-Party Services** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Application.

**User Sharing** permits You to share content of the Application with other users by allowing them to receive notifications or view each others' eligible Application data.

**You** means the individual accessing or using the Application or the company, or other legal entity on behalf of which such individual is accessing or using the Application, as applicable.

# Acknowledgment

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By using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If You do not agree to the terms of this Agreement, do not use the Application.

This Agreement is a legal document between You and the Company and it governs your use of the Application made available to You by the Company.

Since the Application can be accessed and used by other users via, for example, User Sharing, the use of the Application by those users is expressly subject to this Agreement.

The Application is licensed, not sold, to You by the Company for use strictly in accordance with the terms of this Agreement.

The intended usage of the Application is to allow coffee industry actors, including but not limited to operators, dealers, resellers, roasters and service providers, to remotely manage coffee machine fleet from a Device.

## License

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### Scope of License

The Company grants You a revocable, non-exclusive, non-transferable, limited License to use the Application strictly in accordance with the terms of this Agreement.

The License that is granted to You by the Company is to be used within the Application intended usage.

You may only use the Application on a Device that You legally own or control.

The License that is granted to You by the Company is to be used in a corporate context for individual or business responsibilities related to coffee machine management strictly in accordance with the terms of this Agreement.

### License Restrictions

You agree not to, and You will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise financially exploit the Application or make the Application available to any third party.

- Copy or use the Application for any purpose other than as permitted under the above section 'License'.

- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.

# Content

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## Content Restrictions

The Company is not responsible for the entries, information or content of the Application's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine generated content or randomly generated content, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Agreement, refuse or remove any Content. The Company further reserves the right to make formatting and edits and change the manner to any Content. The Company can also limit or revoke the use of the Application if your account contains such objectionable Content.

As the Company cannot control all content generated by users and/or third parties on the Application, you agree to use the Application at your own risk. You understand that by using the Application You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

# Intellectual Property

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The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

All user generated content, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the legal content owner. By uploading, using and creating content on the Application, You confirm having all required authorizations from the legal content owner. The Company will not sell, rent, lease, assign, distribute, transmit, host, outsource or otherwise financially exploit the content. The Company will not disclose any content unless enforced by law.

The Company shall not be obligated to indemnify or defend You with respect to any third party claim arising out of or relating to the Application. To the extent the Company is required to provide indemnification by applicable law, the Company shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Application or your use of it infringes any third party intellectual property rights.

## Your Suggestions

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Any feedback, comments, ideas, improvements or suggestions provided by You to the Company with respect to the Application shall remain the sole and exclusive property of the Company.

The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to You.

## Modifications to the Application

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The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to You.

### Updates to the Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to You.

You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

### Maintenance and Support

The Company does not provide any maintenance or support for the use of the Application. To the extent that any maintenance or support is required by applicable law, the Company shall be obligated to furnish any such maintenance or support.

## Third-Party Services

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The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

## Privacy Policy

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The Company collects, stores, maintains, and shares information about You in accordance with Our Privacy Policy: <https://pages.cafectionevoca.com/hubfs/Legal/PrivacyPolicy.pdf>

By accepting this Agreement, You acknowledge that You hereby agree and consent to the terms and conditions of Our Privacy Policy.

## Term and Termination

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This Agreement shall remain in effect until terminated by You or the Company. The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting your account on the Application.

Upon termination of this Agreement, You shall cease all use of the Application.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by You (during the term of this Agreement) of any of your obligations under the present Agreement.

## Indemnification

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You agree to indemnify and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

## No Warranties

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The Application is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law. To the extent any warranty exists under law that cannot be disclaimed, the Company shall be solely responsible for such warranty.

## Limitation of Liability

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Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You for the Application.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this Agreement), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

## Severability and Waiver

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### Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Product Claims

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The Company does not make any warranties concerning the Application. To the extent You have any claim arising from or relating to your use of the Application, the Company is responsible for addressing any such claims, which may include, but not limited to: (i) any product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection, or similar legislation.

## Canada Legal Compliance

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You represent and warrant that (i) You are not located in a country that is subject to the Canada government embargo, or that has been designated by the Canada government as a "terrorist supporting" country, and (ii) You are not listed on any Canada government list of prohibited or restricted parties.

## United States Legal Compliance

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You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Changes to this Agreement

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The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 15 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

## Governing Law

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The laws of the Country, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, province, national, or international laws.



# Entire Agreement

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The Agreement constitutes the entire agreement between You and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between You and the Company.

You may be subject to additional terms and conditions that apply when You use or purchase other Company's services, which the Company will provide to You at the time of such use or purchase.

## Contact Us

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If you have any questions about this Agreement, You can contact Us:

By email: [info@cafektion.evocagroup.com](mailto:info@cafektion.evocagroup.com)

By visiting this page on our website: <https://www.evocagroupna.com/contact>

By phone number: 800 561-6162