MASTER SERVICES AGREEMENT

PARTIES:

(1)   Thentia USA Inc. ("**Thentia**")

(2)   <Client> ("**Client**")

PREAMBLE

This Master Services Agreement (including all exhibits and schedules hereto, this "**Agreement**") sets out the terms under which Thentia or any Thentia Affiliate may provide services, including cloud services, to Client. Each of the following Exhibits are incorporated into this Agreement b reference as if set forth in this Agreement in full.

Exhibit A	General Terms
Exhibit B	Transaction Agreement
Exhibit C	Statement of Work

Thentia and Client (each, a "**Party**" and together, the "**Parties**") agree to this Agreement as of <Date> (the "**Effective Date**").

THENTIA USA INC.   **<Client>**

BY: _____   BY: _____

NAME: Julian Cardarelli   NAME: _____

TITLE: Chief Executive Officer   TITLE: _____

<u>**EXHIBIT A**</u>
GENERAL TERMS

ARTICLE 1
PRELIMINARY

1.1   Definitions.

"**Admin Account**" has the meaning given in subsection 2.3.

"**Affected Party**" has the meaning given in subsection 10.6.

"**Affiliate**" means, in relation to a Person, any Person that controls, is controlled by, or is under common control with such first-mentioned Person, where control means possessing (a) directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of a Person, whether through ownership of voting securities, by contract, or otherwise or (b) the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests of a Person.

"**Agreement**" means this Master Services Agreement and each Exhibit attached hereto, as may be amended from time to time in writing by the Parties.

"**Annual Per-Registrant Fee**" has the meaning given in the Transaction Agreement.

"**Anonymized Data**" means aggregated, anonymized data that: (a) is derived from Client Data or Client Usage Information, and (b) does not contain any information that is protected by Privacy Laws.

"**Artwork**" has the meaning given in subsection 5.5.

"**Authority**" means any applicable court, stock exchange authority, regulatory, arbitral, governmental (including national, state, provincial and local governmental authorities), supranational or administrative agency, institution or body.

"**Authorized User**" means Client's employees authorized by Client to access and use the Cloud Services on Client's behalf.

"**Business Days**" means any day other than Saturday, Sunday and statutory holidays in Ontario.

"**Client Data**" means the data provided by, or collected by Thentia for, Client as part of or in connection with the Services, and the results of processing that data through the Services.

"**Client"** has the meaning given in the preamble hereto.

"**Client Marks**" has the meaning given in subsection 5.5.

"**Client Systems**" has the meaning given in subsection 2.11.

"**Client Usage Information**" means any data, including but not limited to metadata, in any way generated from the use of the Services by Client, or any of their Authorized Users, including but not limited to clients.

"**Cloud Services**" means any software-as-a-service product for which Thentia provides access to Client, or through which Thentia provides Client a service, under the Transaction Agreement.

"**Confidential Information**" has the meaning given in subsection 6.1.

"**Contract Year**" has the meaning given in the Transaction Agreement.

"**Disclosing Party**" has the meaning given in subsection 6.1.

"**Documentation**" means any user documentation, published specifications, or agreed on custom specifications for the Services.

"**Effective Date**" has the meaning given in the preamble hereto.

"**Feedback**" has the meaning given in subsection 5.3.

"**Fees**" has the meaning given in subsection 3.1 and the Transaction Agreement.

"**Force Majeure Event**" has the meaning given in subsection 10.6.

"**General Terms**" has the meaning given in the preamble hereto.

"**Infringement Claim**" has the meaning given in subsection 8.1.

"**Intellectual Property Rights**" means all patents, copyrights, moral rights, database rights, design rights, and rights in trade secrets and know-how, all other intellectual property and proprietary rights, all other equivalent or similar rights which may arise or exist anywhere in the world, in each case, whether registered or unregistered, and all applications for any of the foregoing rights.

"**Laws**" means any applicable laws, rules, regulations, guidelines and other legally binding measures issued, administered or enforced by any Authority, as they may be amended from time to time.

"**Maximum Credit**" has the meaning given in the Transaction Agreement.

"**Party**" has the meaning given in the preamble hereto.

"**Person**" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, self-regulatory organization, regulatory authority, or other governmental authority.

"**Privacy Laws**" means all Laws governing the collection, use, disclosure or protection of personal information.

"**Professional Services**" means any services other than Cloud Services which Thentia has agreed to provide to Client under the Transaction Agreement.

"**Receiving Party**" has the meaning given in subsection 6.1.

"**Registrant**" has the meaning given in the Transaction Agreement

"**Services**" means Cloud Services and Professional Services.

"**Service Credit**" has the meaning given in the Transaction Agreement.

"**Services Deliverables**" means any written or electronic items (such as software, code, specifications, diagrams, flowcharts, forms, reports, and other materials) being developed for or to be delivered to Client as part of the Services under the Transaction Agreement.

"**Statement of Work**" means the statement of work attached as Exhibit C to this Agreement.

"**System Requirements**" has the meaning given in subsection 2.11.

"**Term**" means the term of this Agreement as determined in accordance with Section 9.1.

"**Thentia**" has the meaning given in the preamble hereto.

"**Thentia IP**" has the meaning given in subsection 5.1.

"**Third Party**" means a Person other than Thentia, Client, or their respective Affiliates.

"**Third Party Applications**" means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than Thentia that interoperate with the Cloud Services.

"**Transaction**" means the provision by Thentia to Client of Cloud Services and/or Professional Services.

"**Transaction Agreement**" means the Transaction Agreement attached hereto at Exhibit B and any future Transaction Agreement the Parties enter into with respect to a Transaction, which incorporates, by reference, this Agreement and is signed by the Parties. References in these General Terms to the Transaction Agreement refers to both the Parties' agreement setting out the business details and specific terms for the Transaction in question as well as these General Terms incorporated therein, except in subsection 1.3, where "Transaction Agreement" shall only refer to the Parties' agreement setting out the business details and specific terms for the subject Transaction, but not the General Terms incorporated therein.

"**Transaction Agreement Effective Date**" has the meaning given in the applicable Transaction Agreement.

1.2   Interpretation. The rule of construction that an agreement is to be construed most strictly against the party who drafted the agreement shall not be applicable to this Agreement because all Parties participated in the preparation of this Agreement. Headings are inserted for convenience only and are not to be used to interpret this Agreement. "Including", "in particular", "such as" and similar expressions are not words of limitation. References to subsections and Articles are references to subsections and Articles in these General Terms.

1.3   Conflict. If there is any conflict between the Agreement, any Transaction Agreement and these General Terms, the Transaction Agreement will prevail. In the event that a Transaction Agreement conflicts with the General Terms, the prevailing terms in the Transaction Agreement will apply only to that Transaction and not generally to all Transactions between the Parties.

1.4 **No Exclusivity.** Unless the Transaction Agreement provides otherwise, each Party acknowledges that the Transaction Agreement is non-exclusive and either Party may contract with other parties for the purchase, sale or license of services comparable to the Services.

ARTICLE 2
SOFTWARE AND SERVICES

2.1 **Provision of Software and Services.** Thentia shall provide to Client and Client will have the right to receive the Services identified in any Transaction Agreement subject to the terms and conditions stated in this Agreement.

2.2 **Documentation.** Subject to and expressly conditioned on Client's compliance with this Agreement, Thentia will make available to Client, at no extra charge, at least one copy of the Documentation for the Services, if any, no later than the date of delivery of those Services. Client agrees to only use the Documentation for its internal business purposes in connection with its use of the Services. Client acknowledges and agrees that: (a) Thentia may modify or update Documentation that was not developed specifically for Client at any time and from time to time, in its discretion; and (b) Documentation developed specifically for Client constitutes Services Deliverables under this Agreement.

2.3 **Authorized Users.** Where a Transaction Agreement provides for Client's receipt and Thentia's provision of Cloud Services, Thentia will provide Client with one or more administrator accounts for the Cloud Services (an "**Admin Account**"). Client is responsible for: (a) all activities that occur under the Admin Account or Authorized Users' accounts; (b) maintaining the security and confidentiality of all user names and passwords for the Admin Account and each Authorized User account; and (c) any loss or damage suffered by Client or Thentia as a result of Client's or any Authorized User's failure to adequately safeguard any such account information. Client shall promptly notify Thentia of any unauthorized use or access to the Cloud Services of which Client becomes aware or that Client reasonably suspects.

2.4 **Restrictions with respect to Cloud Services**. Client and Authorized Users shall use the Cloud Services only for internal business purposes and in accordance with the Documentation. Client shall ensure that its Authorized Users use of the Cloud Services complies with this Agreement. Without limitation of the foregoing, except as expressly permitted by this Agreement, Client and Authorized Users shall not, and shall not permit or authorize any Person, directly or indirectly, to: (a) use any user identifications, codes, passwords, procedures, or user keys issued to Client for access to and use of the Cloud Services by any Person that is not authorized to access and use the Cloud Services under the terms of the Transaction Agreement; (b) license, sell, lease, rent, outsource, or otherwise make available the Cloud Services or any part thereof to any Person or act as an intermediary, aggregator, or service bureau; (c) make any use of the Cloud Services that violates applicable Law or privacy rights, Intellectual Property Rights, or other rights of any Person; (d) decompile, reverse engineer, or otherwise access or attempt to access the source code for the Cloud Services or make or attempt to make any modification to the Cloud Services (except to the extent the foregoing restriction is prohibited under applicable Law); (e) damage, disrupt, or impede the operation of Thentia's services or systems; (f) circumvent the user authentication or security of the Cloud Services or any host, network, or account related thereto; (g) use any application programming interface (i.e., API) to access the Cloud Services other than an application programming interface made available by Thentia for such purpose or use or launch any automated system, including "robots," "spiders," or "offline readers" to access the Cloud Services; (h) mirror the Cloud Services on any server; (i) use meta tags or any other "hidden text" using Thentia's trademarks, service marks, logos, or other indicia of origin; (j) transmit any

viruses, worms, defects, Trojan horses, or programming of a destructive nature through the Cloud Services; (k) delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Cloud Services; (l) use any non-production instance for any production activities; (m) use the Cloud Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; or infringe property rights; or (n) access or use the Services to build or support, directly or indirectly, products or services competitive to Thentia.

2.5   Changes to Cloud Services. Thentia may modify the Cloud Services from time to time at Thentia's sole discretion and such modifications shall replace prior versions. Except for modifications made to comply with applicable Law or address a security risk, Thentia shall not make any modification to the Cloud Services that materially degrades the functionality, security or data protection features of the Cloud Services. The terms of this Agreement shall apply to modifications, updates and upgrades to the Cloud Services as may be subsequently provided by Thentia to Client.

2.6   Suspension of Cloud Services. Thentia may temporarily suspend immediately Client's or any Authorized User's account or access to or use of the Cloud Services without any penalty or liability at any time in Thentia's discretion in the event that Thentia determines that such suspension is necessary or prudent, whether for security, emergency, legal, or other such reasons, including if such account or activity is known or reasonably suspected by Thentia to be disrupting or causing harm to Thentia's or another Person's computers, systems, or infrastructure. Thentia shall use commercially reasonable efforts to notify Client of any such suspension, either before or after such suspension, and shall remove such suspension upon resolution to Thentia's reasonable satisfaction of the circumstances giving rise to such suspension.

2.7   Third-Party Applications. Third Party providers may offer Third Party Applications. Thentia does not warrant any such Third-Party Applications. Any procurement by Client of such Third-Party Applications or services is solely between Client and the applicable Third Party provider. Thentia is not responsible for any aspect of such Third-Party Applications that Client may procure or connect to through the Cloud Services, or any interoperation, descriptions, promises, or other information related to the foregoing. If Client installs or enables Third Party Applications for use with the Cloud Services, Client agrees that Thentia may enable such Third Party providers to access Client Data for the interoperation of such Third Party Applications with the Cloud Services, and any exchange of data or other interaction between Client and a Third Party provider is solely between Client and such Third Party provider pursuant to a separate privacy policy or other terms governing Client's access to or use of the Third Party Applications. Thentia shall not be responsible for any disclosure, modification or deletion of Client Data resulting from any such access by Third Party Applications or Third-Party providers.

2.8   Monitoring Use. Thentia shall have the right to monitor Client's use of the Cloud Services for the purpose of verifying Client's compliance with this Agreement, including to verify the fees payable in respect of Client's use of the Cloud Service.

2.9   Attendance on Client Premises and Access to Client Systems. If under this Agreement Thentia may come onto Client's premises or access Client's systems remotely, Thentia will comply with all terms agreed on by the Parties for those situations and observe all of Client's rules, guidelines, and policies that are provided in writing by Client to Thentia applicable to those situations.

2.10   Client Obligations. Client will provide to Thentia any information Thentia reasonably needs from Client to perform its obligations under this Agreement. Client shall have sole responsibility for the accuracy and adequacy of all Client Data used or processed by Client in connection with the Cloud Services or provided to Thentia for use in connection with the Services. Thentia shall have no obligation to check any Client Data for accuracy, adequacy, or completeness and may assume that all Client Data uploaded to the Cloud Services or provided to Thentia is accurate, adequate, and complete as submitted. Thentia will not be responsible for any error, omission, or damages caused by an inaccuracy, inadequacy, or lack of completeness with respect to such Client Data.

2.11   System Requirements. The networks, systems, and workstations from which Client and its Authorized Users access and use the Cloud Services (the "**Client Systems**") shall meet the requirements described in the Documentation (the "**System Requirements**"). Client shall keep the Client Systems current at all times with the then-current System Requirements. Thentia shall have no liability for any failure to access or use the Cloud Services due to the failure of any Client Systems to comply with the then-current System Requirements.

2.12   Cooperation. Thentia and Client will work together to implement the Services. Client will cooperate with Thentia in a timely manner and execute and deliver all documents, forms, or instruments necessary for Thentia to implement and render the Services. Client will promptly provide Thentia with all reasonable and necessary Client Data in the format requested by Thentia, and will otherwise provide all reasonable assistance required of Client in order for Thentia to successfully implement the Services on a timely basis. It shall be Client's responsibility to provide the Client Data in the format requested by Thentia. Client acknowledges and agrees that the Cloud Services provided by Thentia are not fully-customizable and Client shall follow Thentia's direction, policies, and procedures with respect to the design and implementation of the Cloud Services.

ARTICLE 3
FINANCIAL

3.1   Fees Payable. Thentia or Thentia's authorized reseller will invoice Client in respect of, and Client shall pay to the GSA Schedule Contractor on behalf of Thentia (if applicable, and if not applicable, to Thentia directly), the fees for the Services as set forth in the Transaction Agreement (the "**Fees**"). All payments are due in the currency set out in the Transaction Agreement. Except as expressly set forth in the Transaction Agreement, all amounts paid by Client to Thentia are not subject to offset.

3.2   Expenses. Any expenses Client is to reimburse Thentia must be in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, approved in advance by Client and must be reasonable and properly documented. Client will not reimburse Thentia for any incurred travel and/or lodging expenses.

3.3   Invoices, Taxes, and Withholdings. Unless otherwise set out in the Transaction Agreement, Client will pay all Fees invoiced within 30 days of receipt of each invoice. Invoices will be sent and Fees shall be paid electronically unless otherwise agreed with Client. Vendor shall state separately on invoices taxes excluded from the fees, if any, and the Client agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 552.212-4(k) to the extent applicable.

3.4 **Late Payment**. Late payments shall accrue interest from the due date at: (a) the rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid, or, if such rate is not legally required and lower than subpart (b) or (c) of this Section, then (b) a rate of one and one-half percent (1.5%) per month or, if lower, (c) the highest rate allowed by applicable Law. Payments shall first be applied against the payment of any late fees that have accrued, after which any balance remaining shall be applied to payment of the principal due and outstanding. To the extent not prohibited by applicable Law, Client shall pay all reasonable expenses incurred by Thentia related to the collection of late payments, including reasonable attorneys' fees.

3.5 **Suspension for Nonpayment**. Except as otherwise prohibited by the Contract Disputes Act and its applicable regulations, in which event such Laws shall apply to contract disputes, and without limiting Thentia's rights under subsection 9.2, if Client fails to pay any amounts when due and does not remedy such failure within five (5) Business Days after the date that Thentia notifies Client of the unpaid amounts, Thentia may, without liability, cease performing or making available, as applicable, some or all of the Services, including access to the Cloud Service, until full payment of all outstanding amounts is received.

ARTICLE 4
WARRANTIES

4.1 **By Both Parties**. Each Party represents and warrants to the other Party that: (a) it has the right, power, and authority to enter into this Agreement and perform its obligations hereunder; (b) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms; (c) its entry into this Agreement and performance hereof shall not result in any breach or default under, and do not conflict with, any agreement, instrument, or understanding, oral or written, to which it is a party; and (d) all of its activities under this Agreement shall be performed in compliance with all Laws applicable to it, including applicable Privacy Laws. If the Parties enter into a Transaction Agreement after the Effective Date, then these representations and warranties shall be deemed made by each Party as of the effective date of such Transaction Agreement.

4.2 **By Thentia.** Thentia represents, warrants and covenants that (a) it will provide the Services in a professional manner using at least the same degree of care, skill and supervision as would be exercised by a reasonable and prudent person experienced in performing similar services; (b) it will use personnel with suitable skills to perform the Services; and (c) the Services will function as described in the Documentation in all material respects.

4.3 **Remedy**. For any breach of Thentia's warranties under subsection 4.2, Client's sole and exclusive remedy and Thentia's entire liability shall be the correction of the deficient Services that caused the breach of warranty, or if Thentia cannot substantially correct the deficiency in a commercially reasonable manner, Client may terminate the deficient Services pursuant to subsection 9.2 and Thentia will refund to Client the Fees for the terminated Services that Client pre-paid to Thentia in respect of the period following the effective date of termination.

4.4 **By Client.** Client represents, warrants, and covenants that (a) it owns all right, title, and interest in or has a license to all Client Data and has the right to, and has obtained from all applicable Persons all rights and consents necessary to, provide such Client Data to Thentia; and (b) it has obtained all consents and provided all notices required under applicable Privacy Laws

for the collection and use of all Client Data for the purposes of this Agreement, including any Transaction Agreement.

4.5   Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 4, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THENTIA AND ITS AFFILIATES AND THIRD PARTY SUPPLIERS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, THAT DEFECTS SHALL BE CORRECTED, THAT THE SERVICES SHALL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ACCESS TO THE SERVICES AND THEIR USE SHALL BE UNINTERRUPTED OR ERROR-FREE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

ARTICLE 5
OWNERSHIP RIGHTS

5.1   Thentia IP. As between Client and Thentia, Thentia owns and shall retain all right, title, and interest, including all Intellectual Property Rights, used in or to provide the Services (including, for greater certainty, the Cloud Services), the Services Deliverables, the Documentation, Thentia's and its licensors' trademarks, service marks, logos, and other indicia of origin used in connection with the Services and all proprietary information and know-how of Thentia and its licensors incorporated in or used in the provision of the Services, and all updates, modifications, improvements, and derivative works of any of the foregoing (collectively, the "**Thentia IP**"). All right, title and interest, including all Intellectual Property Rights, in Thentia IP vests automatically and immediately in Thentia on creation. Thentia expressly reserves all rights in the Thentia IP. All use of Thentia's and its licensors' trademarks, service marks, logos, and other indicia of origin hereunder shall inure to the benefit of the owner thereof.

5.2   Client Data. As between Client and Thentia, Clients owns and shall retain all right, title and interest, including all Intellectual Property Rights, in Client Data. Client hereby grants to Thentia a limited, non-transferable, non-exclusive, worldwide, fully paid up, royalty-free license to, during the term of the applicable Transaction Agreement, use, copy, store, and display Client Data solely as necessary for the purpose of performing its obligations under this Agreement.

5.3   Feedback. Client and its employees, agents and subcontractors may provide to Thentia, but have no obligation to provide, input regarding the Services, including comments or suggestions regarding the possible creation, modification, correction, improvement, or enhancement of the Services or other products or the technology marketplace in general (collectively, "**Feedback**").   Client hereby grants to Thentia a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully-paid up, transferable license, with right of sublicense, to use, reproduce, modify, disclose, and otherwise exploit all Feedback in any manner for any purpose, except that any Feedback provided as a result of this Agreement in advertising is limited by the General Services Administration Regulations (GSAR) Section 552.203-71, if applicable.

5.4   General. To the extent any right, title, interest or Intellectual Property Rights in any of the Thentia IP does not automatically and immediately vest in Thentia, Client hereby irrevocably

assigns, transfers and conveys (and shall cause to be assigned, transferred and conveyed), without reservation, and, to the extent necessary, agrees to irrevocably assign, transfer and convey, without reservation, to Thentia, all such right, title and interest thereto and to waive, or cause to be waived, all moral and similar rights therein and thereto in favour of Thentia. Client agrees to execute such documents and cause its employees, agents and subcontractors to execute such documents as may be required to give effect to the ownership rights of Thentia as set out in this Article 5.

5.5   Protection of Client Marks and Artwork. "**Client Marks**" means all trademarks, service marks, logos, and other indicia of origin of Client, whether registered or not. "**Artwork**" means any templates, drawings, specifications, or other artwork Client provides to Thentia in connection with Thentia's performance of Services. Thentia may use any Client Mark or Artwork only if necessary to perform the Services and then only as approved in advance by Client. Thentia will comply with any written specifications provided by Client to Thentia for such use. Thentia will not (a) impair Client's rights in Client Marks in any way; (b) acquire any title to Client Marks through their use and may not claim any title to Client Marks through their use; (c) make any unlicensed use of any Client Mark; or (d) file any application in any jurisdiction for the registration of any Client Mark. Thentia's use of Client Marks is to accrue to the benefit of Client. Any artwork created by Thentia containing any Client Mark must be approved by Client before it may be used for Services.

5.6   Preservation of Parties' Rights. Except as expressly stated in the Transaction Agreement, neither Party transfers to the other any Intellectual Property Rights or other property under this Agreement, including any Transaction Agreement. Either Party is free to use in its business any skills, experience, ideas, concepts, know-how, or techniques that it acquires in performing or receiving the Services, so long as in doing so that Party does not infringe the other's Intellectual Property Rights or breach its obligations in respect of Confidential Information under this Agreement.

ARTICLE 6
CONFIDENTIALITY OBLIGATIONS

6.1   Confidential Information. "**Confidential Information**" means all data and information in any form whatsoever, howsoever disclosed or made available by a Party or its Affiliates ("**Disclosing Party**") to the other Party or its Affiliates (the "**Receiving Party**") in the course of dealings under this Agreement that can reasonably be inferred to be confidential or proprietary in nature, whether or not marked or described as "confidential". Client Data, Client Usage Information and Anonymized Data generated therefrom shall constitute Client's Confidential Information. Information communicated, disclosed or made accessible by Thentia to Client in the course of providing the Services (excluding Client's Confidential Information) constitutes Thentia's Confidential Information, including the Services (excluding Client Data), the Services Deliverables (excluding Client's Confidential Information included therein), the Documentation and all other Thentia IP. Despite the foregoing, Confidential Information shall not include any information (other than information about identifiable individuals) which (i) is or becomes publicly known through no wrongful act or failure to act on the part of the Receiving Party; (ii) is rightfully obtained by the Receiving Party, free from any obligation of confidence, from a Third Party; (iii) is known to the Receiving Party prior to such information having been furnished to the Receiving Party in the course of the dealings relating to this Agreement and was not subject to any confidentiality obligation on the part of the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

6.2   Protection of Confidential Information. Each Party, as a Receiving Party, shall: (a) hold the Confidential Information of the Disclosing Party in confidence; (b) not use or copy the Confidential Information of the Disclosing Party except for purposes of exercising its rights or performing its obligations under this Agreement; (c) not disclose the Confidential Information of the Disclosing Party except to its directors, officers, employees, independent contractors and subcontractors who (i) have a need to know such information for the purposes of the Party exercising its rights or performing it obligations under this Agreement, (ii) are informed of the confidential nature of the information, and (iii) agree in writing or are otherwise bound to act in accordance with the obligations set out in this Article 6, (d) safeguard the Confidential Information of the Disclosing Party using the same degree of care as it uses to protect its own Confidential Information of a like nature, but in any event not less than a reasonable degree of care; and (e) promptly notify the Disclosing Party in writing of any unauthorized disclosure or unauthorized use of the Disclosing Party's Confidential Information of which it becomes aware. Further, Thentia will not compile, capture, track or use any Client Usage Information, except as Anonymized Data (i) for purposes of verifying Client's compliance with this Agreement (including determination of Fees for Cloud Services); and (ii) to provide, support, maintain and improve the Services (but for no other purpose).

6.3   Exceptions. Each Party, as a Receiving Party, shall be relieved from its obligations under subsection 6.2: (a) to the extent the Disclosing Party gives its prior written consent; or (b) to the extent necessary to comply with applicable Laws, provided that unless otherwise prohibited, the Receiving Party uses commercially reasonable efforts to provide prior written notice of such disclosure to the Disclosing Party to afford the Disclosing Party the opportunity to seek a protective order. Thentia recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by Thentia.

6.4   Information Security. Thentia shall use commercially reasonable electronic, organizational and physical security measures to safeguard Client Data. Thentia shall notify Client promptly in the event of any loss or theft of, or unauthorized access to or use or disclosure of, Client Data. Client acknowledges and agrees that it is solely responsible for implementing and managing security and privacy measures for the Client Systems and any items not provided and managed by Thentia within the Cloud Services, such as systems and applications built or deployed by Client upon the Cloud Services, any Third Party Applications, and Client end-user access control to the Cloud Services.

6.5   Transmission of Data. Client understands that the technical processing and transmission of data is fundamentally necessary to use of the Cloud Services. Client is responsible for securing DSL, cable or another high-speed internet connection and up-to-date "browser" software in order to utilize the Cloud Services. Client expressly consents to Thentia's interception and storage of data (including Client Data) as needed to provide the Services hereunder, and Client acknowledges and understands that Client Data will be transmitted over the internet, and over various networks, only part of which may be controlled by Thentia. Client further acknowledges and understands that such data transmitted in the use of the Cloud Services may be accessed by unauthorized parties when communicated across the internet, network communications facilities, telephone or other electronic means. Without limiting Thentia's applicable obligations under this Article 6, Thentia is not responsible for any Client Data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not controlled by Thentia, including, but not limited to, the internet and Client's local network.

6.6 **Obligations on Termination.** On the termination or expiry of this Agreement or any Transaction Agreement, as applicable: (a) Client will have the opportunity to download its Client Data from the Cloud Services in accordance with and within the time periods set out in subsection 9.4(a), after which Thentia will have no responsibility to store, and may delete such data from the Cloud Services; and (b) other than with respect to Client Data in the Cloud Services for which (a) applies, each Party, as a Receiving Party, shall, at the request of the Disclosing Party: (i) promptly return or, at the option of the Disclosing Party, destroy all Confidential Information of the Disclosing Party which is in physical form that is held by the Receiving Party or by other Persons for which the Receiving Party is responsible hereunder; and (ii) destroy all Confidential Information of the Disclosing Party in electronic form, whether held by the Receiving Party or by other Persons for which the Receiving Party is responsible hereunder; provided that each Party, as a Receiving Party, may retain Confidential Information of the Disclosing Party (x) stored in electronic records, to the extent it is backed up or archived as a matter of routine processes on the electronic information management and communications systems or servers of the Receiving Party and such backed up or archived Confidential Information is not intentionally accessed; (y) to the extent retention is required by applicable Law; or (z) as may be required for the Receiving Party to demonstrate its compliance with this Agreement, provided that in each case, the Confidential Information remains subject to the confidentiality obligations herein, which obligations survive indefinitely.

6.7 **Use of Client Name/Marks.** Thentia may not use the Client name or any Client Mark in any advertisement, press release, or in any other public message without first getting Client's consent, which Client may withhold at its discretion.

ARTICLE 7
LIABILITY

7.1 **Exclusion of Certain Damages.** In no event will Thentia or its Affiliates be liable to Client or its Affiliates for any special, indirect, punitive, enhanced, incidental, consequential or exemplary damages, or any loss of profits, revenue, data, goodwill or reputation, or failure to realize expected savings, or any other economic loss, even if it has been informed of the possibility of these types of damages and notwithstanding the failure of any agreed or other remedy of its essential purpose. This exclusion of liability applies regardless of the cause of action, whether in contract or tort, including without limitation negligence and strict liability.

7.2 **Liability of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THENTIA AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO THENTIA FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's willful misconduct; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

ARTICLE 8
INDEMNITY

8.1 **Infringement Claims.** Thentia will, at its sole expense, have the right to intervene to defend Client against any claim by a Third Party that Client's use of the Cloud Services in accordance with the Transaction Agreement infringes any patent, copyright, or other Intellectual

Property Right of the Third Party ("**Infringement Claim**") and will indemnify Client against all amounts finally awarded by a court against Client or included in a settlement; provided that Client: (a) promptly notifies Thentia in writing of the claim; (b) gives Thentia the information, reasonable assistance and cooperation that Thentia requests (at Thentia's expense) for the defense and settlement of the claim, including mitigation efforts; and (c) provides Thentia sole authority to defend or settle the Infringement Claim. No settlement may be entered into by Thentia on behalf Client without Client's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), unless such settlement contains an unconditional release of Client's liability. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Client's failure to give prompt notice of the Infringement Claim will not affect the indemnification provided by Thentia except to the extent that any failure or delay actually prejudices Thentia.

8.2   Infringement Claims – Further Actions. If the Cloud Services become the subject of an Infringement Claim or if Thentia reasonably believes that the Cloud Services may infringe, misappropriate or violate any Intellectual Property Rights of a Third Party, Thentia may in its discretion and at no cost to Client: (a) obtain sufficient Intellectual Property Rights for Client to continue using the Cloud Services; (b) modify the Cloud Services so that they no longer infringe any Intellectual Property Rights, without substantially diminishing or impairing the Cloud Service's functionality; or (c) require Client to stop using the Cloud Services, terminate this Agreement or any applicable Transaction Agreement and refund to Client any prepaid Fees in respect of Services not received in the period for which the pre-payment was made due to early termination.

8.3   Exclusions. Thentia's obligations in this Article 8 shall not apply to any actions or claims of infringement arising out of: (a) the use or combination of the Cloud Services with any hardware, software, products, data or other materials not authorized under this Agreement or otherwise authorized by Thentia in writing; (b) use of the Cloud Services other than in accordance with this Agreement; or (c) the modification or alteration of the Cloud Services by any Person other than by or on behalf of Thentia.

8.4   Sole Remedy. This Article 8 constitutes Thentia's entire liability, and Client's sole and exclusive remedy, with respect to the infringement, misappropriation, or violation of Intellectual Property Rights and related claims and actions in connection with this Agreement.

ARTICLE 9
TERMINATION OF AGREEMENT

9.1   Term. This Agreement shall remain in effect until its earlier termination or the expiration or termination of all Transaction Agreements. Any applicable terms and conditions with respect to renewal (if any) shall be set out in the Transaction Agreement.

9.2   Termination Rights.

(a)   Except as set forth in Section 9.2(c), either Party may terminate this Agreement or any Transaction Agreement immediately upon notice to the other Party: (a) if such other Party is in material breach of this Agreement (including any Transaction Agreement) and has failed to cure such breach within thirty (30) days after receipt of notice from the non-breaching Party describing the breach in reasonable detail (provided that this right is subject to any exclusive remedies described in this Agreement, including the Service Credit); (b) if such other Party has breached the Intellectual Property Rights of the

terminating Party; (c) if such other Party (i) becomes subject to bankruptcy or insolvency proceedings, (ii) fails or declares its inability to pay amounts owed when they become due, (iii) causes the appointment of a receiver or custodian to take possession of its assets, or (iv) arranges with its creditors or applies to an administrator or court of competent jurisdiction for protection from its creditors; or (d) on the occurrence of such other event or circumstance that gives rise to a right to terminate as expressly set out herein

(b)   Except as set forth in Section 9.2(c), Thentia may terminate this Agreement or any Transaction Agreement immediately upon notice to Client if Client has failed to pay an amount payable under this Agreement when due, and such amount remains unpaid fifteen (15) days after Client's receipt of notice from Thentia that such amount has not been paid.

(c)   When the Client is an instrumentality of the United States, recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause of the Contract Disputes Act. During any dispute under the Disputes Clause, Thentia shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

(d)   A termination of this Agreement in accordance with this Article 9 shall be deemed to terminate all Transaction Agreements then in effect.

9.3   Reserved.

9.4   Effect of Termination.

(a)   In respect of a Transaction for the provision of Cloud Services, commencing on, as applicable:

(i)   the date of expiry of the term for the provision of Cloud Services, where a Party has provided a notice of non-renewal to the other Party or the Transaction Agreement has otherwise expired in accordance with its terms;

(ii)   the date of Thentia's receipt of a notice of termination from Client, where Client is terminating in accordance with subsection 9.2; or

(iii)   the date of Client's receipt of a notice of termination from Thentia, where Thentia is terminating in accordance with subsection 9.2;

Client shall have a period of thirty (30) days following in which to download the Client Data applicable to the expired or terminated Cloud Services. Client acknowledges and agrees that: (y) it is the sole responsibility of Client to download the Client Data from the Cloud Service within the time period set out in this subsection; and (z) Thentia has no responsibility to store, and may delete, Client Data after the expiry of the time period set out in this subsection.

(b)   Upon the expiration or termination of this Agreement or any Transaction Agreement, Client shall immediately cease all access to and use of the Services and associated Thentia IP and the rights granted in this Agreement or the Transaction Agreement (as applicable) with respect to the terminated Services shall automatically terminate (other than the rights to download Client Data from the Cloud Service in

accordance with subsection 9.4(a)). Where Client or Thentia has terminated this Agreement or a Transaction Agreement, as applicable, in each case as permitted by this Agreement, Client shall immediately pay to Thentia all outstanding Fees and other amounts due hereunder for Services received up to the effective date of termination.

(c)   Termination of a Transaction Agreement does not automatically terminate other agreements that may then be in effect between the Parties (even if such other agreements are in respect of Transactions which incorporate the General Terms). Each separate agreement between the Parties may be terminated in accordance with its respective terms and conditions. Termination of the Transaction Agreement automatically terminates the General Terms incorporated by reference therein only for the specific Transaction that has been terminated (subject to subsection 10.13).

9.5   Wind-down. On termination or expiration of this Agreement or any Transaction Agreement, the Parties may agree in writing for Thentia to provide, and Client to receive, Professional Services to facilitate Client's wind-down of Services. Such Professional Services will be provided at Thentia's then-current rates.

ARTICLE 10
GENERAL

10.1   Parties' Representatives. The Parties will each appoint a representative for the Services. The Parties' representatives will meet quarterly (or at other intervals agreed on by the parties appropriate) to review the performance of ongoing activities and discuss other items arising out of this Agreement.

10.2   Reserved.

10.3   Notices. Notices under this Agreement must be in writing and delivered by registered mail, email or by hand delivery to the addresses set out in the Transaction Agreement, or to any other address of which a Party may notify the other in writing from time to time. Notice by hand delivery shall be effective on the date delivered, notice by registered mail shall be effective on the date received and notice by email shall be effective on the date sent, unless (a) the sender has received an error or similar message in respect thereof, in which case the notice is not effective; or (b) the email was sent later than 5 p.m. Toronto time, in which case the email notice is effective on the immediately following Business Day. If the last day of any time period falls on a Saturday, Sunday, or legal holiday, then the duration of the time period shall be extended to the next succeeding day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of this Agreement.

10.4   Severability. If any provision of this Agreement or the application of any provision to any person or circumstance is determined to be unenforceable to any extent, the remaining provisions of this Agreement shall remain in effect if the essential provisions of this Agreement for each Party remain enforceable.

10.5   No Waiver. No failure or delay to exercise any right and no custom of the Parties may form a waiver of a Party's right to demand full compliance with this Agreement.

10.6   Force Majeure.

(a)   To the extent applicable, the Federal Acquisition Regulation (FAR) Section 552.212-4(f) shall govern all excusable delays.

(b)   If the FAR is not applicable, then the following provision shall apply. If the performance by a Party (the "**Affected Party**") of any of its obligations (excluding payment obligations) under this Agreement is prevented, hindered, or delayed due to any cause beyond its reasonable control, including, work stoppages, natural disasters, catastrophic weather events, fires, riots, outbreaks of disease or pandemics, accidents, terrorism, war, unavailability of Third Party materials, or outages of power or communications networks (each a "**Force Majeure Event**"), and such non-performance, hindrance, or delay could not have been prevented by the Affected Party through use of reasonable precautions commonly taken in such Party's industry to prevent the effects of such a Force Majeure Event, the Affected Party shall not be liable for such non-performance, hindrance, or delay as long as the Force Majeure Event and its effects on the Affected Party continue. The Affected Party shall promptly notify the other Party in writing of the Force Majeure Event and the effect on the Affected Party's performance. The Affected Party shall employ commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable. Provided, however, that a Force Majeure Event shall not excuse non-payment by an Affected Party under this Agreement.

10.7   Relationship of the Parties. Thentia is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations or assume any responsibility for Client's business or operations. Each Party is responsible for determining the assignment of its employees and agents, and their respective contractors, and for their direction, control, and compensation.

10.8   Subcontracting. Thentia may subcontract obligations under this Agreement but will remain liable to Client for any subcontracted obligations.

10.9   Assignment. Client may not assign this Agreement, in whole or in part, without the prior written consent of Thentia. Any assignment or purported assignment in violation of this subsection 10.9 is null and void. This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

10.10 Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

10.11 Entire Agreement. This Agreement (including any Transaction Agreement entered into after the Effective Date) is the entire agreement between the Parties about its subject matter and may not be amended except by an agreement in writing.

10.12 Governing Law.   If the Client is an instrumentality of the United States, then this Agreement shall be governed by the Federal Laws of the United States. For all other Clients, any legal action or proceeding with respect to this Agreement shall be brought exclusively in a District Court in the State of Delaware, or the United States District Court for the State of Delaware. By execution and delivery of this Agreement, the parties irrevocably accept the exclusive jurisdiction of such courts and waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the jurisdiction or laying of venue of any such litigation brought in any such court and any claim that any such litigation has been brought in an inconvenient forum. The

parties acknowledge that the acceptance of the exclusive jurisdiction of such courts is a material consideration for entering into and performing this Agreement.

10.13   Survival. Any terms and conditions of this Agreement which by their nature extend beyond the end of the Term will survive and remain in effect after the end of this Agreement. These include, without limitation, the Parties' rights and obligations under subsections 2.4, 3.1, 3.2, 3.3, 3.4, and 9.4, and Articles 5, 6, 7, 8 and 10 of these General Terms and section E.2. of the Transaction Agreement.

10.14   Execution and Delivery. This Agreement may be signed electronically and in any number of counterparts, all of which taken together will constitute one single document. The electronic exchange of signed copies (including PDF copies or other legible image files) of agreements will be (among other methods of delivery) sufficient to bind the Parties.

10.13 Waiver of Jury Trial. The parties irrevocably waive any right to demand that any action, proceeding, or counterclaim arising out of or in any way related to this Agreement or the relationship of the parties be tried by jury. This waiver extends to any right to demand a trial by jury arising from any source, including the Constitution of the United States or any state therein, common law, or any applicable statute or regulation. The parties acknowledge that they are knowingly and voluntarily waiving their rights to demand trial by jury and that such waiver is a material consideration for entering into and performing this Agreement.

[End of Exhibit A]

EXHIBIT B
TRANSACTION AGREEMENT
(Cloud Services)

This Transaction Agreement is attached as Exhibit B to the Master Services Agreement (the "**Agreement**") dated effective as of as of <Date> between Thentia USA Inc. (**"Thentia"**) and <Client> (the **"Client"**) and is incorporated therein by reference. Unless otherwise defined in this Exhibit B, capitalized terms used in this Exhibit B shall have the meanings given to such terms in the General Terms attached at Exhibit A to the Agreement.

THENTIA USA INC.	**<Client>**
BY: _____	BY: _____
Julian Cardarelli, Chief Executive Officer	<Name>, <Title>

A. Term and Automatic Renewal

1. <u>Transaction Agreement Effective Date</u>: <Date>

2. <u>Transaction Agreement Term</u>:   <__> year(s) from the date of the Transaction Agreement Effective Date.

3. <u>Initial Term</u>:   <__> year(s) from the Transaction Agreement Effective Date

4. <u>Subsequent Term</u>:   <__> year(s)

5. <u>Renewal</u>:   This Transaction Agreement may be renewed for additional successive <__> year terms by executing a new Transaction Agreement or Order in writing. Thereafter, this Transaction Agreement may renew at the end of each Subsequent Term for another Subsequent Term until terminated in accordance with the terms and conditions of the Agreement (the Initial Term and all Subsequent Terms, the "**Transaction Agreement Term**"). Either Party may terminate this Transaction Agreement effective on expiry of the then-current Initial or Subsequent Term.

B. Start Date of Services

The start date of the Services will be the Transaction Agreement Effective Date.

C. Notices; Party Representatives

1. Notices

Address for Notices for the Parties are as follows:

To Thentia	To Client
Address: 60 Adelaide St. E, 3rd Floor Toronto, Ontario, Canada, M5C3E4 **Attention**: Natasha Giuffre **Email**: natasha.giuffre@thentia.com	**Address**: <●> **Attention**: <●> **Email**: <●>

2. Party Representatives

The representatives of the Parties contemplated by the General Terms are as follows:

Thentia Representative	Client Representative
Name: TBD	Name: <●>
Contact: TBD	Contact: <●>

D. Description of Services

1. Statement of Work

   a. Thentia will perform the Services described on the Statement of Work attached at Exhibit C to the Agreement.

2. Cloud Services and Professional Services

   a. Thentia will provide up to a maximum of 160 hours of Professional Services at no charge to Client in connection with onboarding the Client to the Cloud Services (implementation, configuration, customization, quality assurance, etc., as may be applicable). All Professional Services are subject to the foregoing limit on hours. Client acknowledges and agrees that if it would like to receive Professional Services beyond the 160 hours provided at no charge under this Agreement, then it will be required to enter into a separate agreement with Thentia setting out the terms and conditions, including applicable fees, with respect to such additional Services.

   b. Thentia will also provide cloud hosting and cloud support services in connection with enabling the Client to access and use the instance of Open Regulate customized and configured in accordance with the Services described in Section 1 of this Transaction Agreement (the "**Cloud Services**"). The Cloud Services are Thentia's SaaS, shall commence on the Transaction Agreement Effective Date and shall continue until this Transaction Agreement is terminated in accordance with its terms and conditions.

   c. The following lists the services to be provided:

      i. Cloud Database Access

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The Open Regulate database system for office users

   ii.   External Web Portal Access
The Open Regulate external web portal applications for registrants, applicants, public and others

   iii.   Daily Comma-Separated Value Data Feed
A data feed in CSV format of all Client data shall be provided by secure FTP

   iv.   Daily Vulnerability Scanning

   v.   Daily PCI Compliance Scanning

   vi.   Daily DAST Scanning

   vii.   Information Security

   viii.   Application Penetration Testing

3. Environments Available to Client

    a. Production

       i. A production environment configured to meet uptime and information security requirements set out in this Transaction Agreement that is wholly separate from the non-production environment, sized to accommodate at least 30,000 registrants with load tested capacity equivalent to 5,000 requests per second.

      ii. The production environment shall be available no less than 99.8% of each Contract Year (as hereinafter defined), excluding any unavailability or substantial non-functioning due to (1) regular scheduled maintenance or upgrades to the Cloud Services of which Thentia has advised Client in advance (via electronic portal, a message in the Cloud Service, e-mail or otherwise); (2) circumstances beyond Thentia's reasonable control; (3) Client's improper use of the Cloud Services; or (4) problems caused by Client's data, power, supply, hardware, software, database, network, web servers, internet connectivity, operation, or other environmental factors of Client not within Thentia's control.

      iii. For each percentage decrease below 99.8%, the Client shall be entitled to a credit as against future Fees under this Transaction Agreement equivalent to 1% of the total Fees paid in the Contract Year in which Thentia did not meet the service level (such credit, a "**Service Credit**"), up to the Maximum Credit (as hereinafter defined). In order to receive such Service Credit, Client must notify Thentia in writing within ten (10) days of the end of the Contract Year for which the Service Credit is requested. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit in respect of such Contract Year.

Clients who are past due or in default with respect to any payment or any material contractual obligations to Thentia are not eligible for any Service Credit. In each Contract Year, the aggregate maximum Service Credit to be issued by Thentia to Client for all downtime that occurs shall not exceed 10% of the Fees paid in respect of such year (the "**Maximum Credit**"). Service Credits may not be exchanged for, or converted to, monetary amounts. Client acknowledges and agrees that its sole and exclusive remedy for unavailability of the Cloud Services or failure by Thentia to meet the target service level is receipt of a Service Credit (if eligible) in accordance with the terms and conditions of this subsection.

iv. If a dispute arises with respect to the availability achieved in the Contract Year, Thentia will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which determination shall be conclusive and binding on the Parties.

b. Non-Production

i. A non-production environment configured to meet uptime and information security requirements set out in this Transaction Agreement that is wholly separate from the production environment and sized to accommodate at least 30,000 registrants with load tested capacity equivalent to 1,000 requests per second.

4. Business Continuity

a. It will take Thentia no more than the following amount of time to get the Cloud Services up and running at the disaster recovery site following the occurrence of a disaster: **2 hours**

b. No more than the following number of hours of data could potentially be lost following a disaster: **24 hours**

c. The disaster recovery site will be built so that the Cloud Services can achieve the service levels set out in in subsection D.3.a.ii while running at the disaster recovery site.

5. Datacenters in respect of Cloud Services

a. Datacenters: Microsoft Azure, Amazon AWS and/or Google Compute Engine

6. Data Residency

a. Thentia will ensure that all Client Data is stored and resident in the United States.

7. Thentia Documentation (if applicable)

Documentation to be confirmed for each client on a case-by-case basis.

a. User Guide
b. Database Design Document
c. Data Dictionary
d. Software Architecture
e. System Administration Guide
f. System Requirements Specification
g. Detailed Requirements Document
h. Technical Requirements Document
i. Analysis and Design Document
j. Test Plan Document
k. Technical Support Document
l. Retention of Records Document
m. Design Requirements Document

8. Acceptance Testing Specifications

a. A quality assurance and user acceptance testing phase will be conducted in a test environment with the Cloud Services to demonstrate that they function as described in the applicable Documentation in all material respects.

E. Fees Payable, Payment Schedule and Related Terms and Conditions

1. Definitions

a. "**Annual Per-Registrant Fee**" means $[XX.00] (i.e., $___ per licensee per month multiplied by 12).

b. "**Contract Year**" means initially, the period commencing on the Transaction Agreement Effective Date and ending 12 months following the Transaction Agreement Effective Date, and thereafter, each successive 12-month period during the Transaction Agreement Term.

c. "**Registrant**" means a Person that is registered with or licensed by the Client regulatory body in any respect, but excludes Persons that were formerly registered with or licensed by the Client regulatory body but have since retired, resigned or otherwise cancelled or had their license or registration terminated.

2. Fees; Payment Terms

a. Fees are payable by Client to Thentia annually in advance in accordance with this subsection E.2.

b. In respect of the first Contract Year, Thentia will issue an invoice to Client on the date hereof in an amount equal to $<●> (covering ___ Registrants at $0.__ per licensee per month), which is the product of (i) the number of Registrants on the first day of such Contract Year, *multiplied by* (ii) the Annual Per-Registrant Fee.

c. In respect of each Contract Year thereafter, within the first month of each such Contract Year, Thentia will issue an invoice to Client for Fees for an amount that is equal to the product of (i) the number of Registrants on the first day of

such Contract Year, *multiplied by* (ii) the Annual Per-Registrant Fee.

d. Client shall pay all invoiced Fees set out in this Agreement within 30 days of its receipt of the invoice.

e. Client understands that its right to use the Services is limited by the number of Registrants Client has paid for. All fees are based on the number if Registrants purchased and there shall be no fee adjustments or refunds for any decreases in usage of the number of Registrants during any Contract Year. Thentia shall have the right to verify Client's compliance with the terms of this Agreement, including the number of Registrants utilizing the Services.

f. All amounts referred to herein are denominated in U.S. dollars.

[End of Exhibit B]

Exhibit C
Statement of Work

<u>EXHIBIT C</u>
Statement of Work