



Providing the in1touch Software as a Service, the SaaS

MASTER SERVICES AGREEMENT
(this “Agreement”)

In consideration of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of OlaTech and the Customer), OlaTech and the Customer acknowledge and agree as follows.

1. Services

1.1 During the Term, and subject to and conditional upon the Customer’s compliance with the terms and conditions of this Agreement, OlaTech shall provide to the Customer the subscription services (the “**Services**”) described in the Subscription Services Schedule (the “**Schedule**”) entered into by OlaTech and the Customer and attached hereto, as amended by OlaTech and the Customer from time to time. The Schedule is deemed to be incorporated into this Agreement. In the event of any conflict or inconsistency between the terms of the Schedule and these Terms and Conditions, the terms of the Schedule will prevail and govern to the extent of such conflict or inconsistency.

1.2 The Services shall be offered by OlaTech subject to the following service levels (“**Service Level Requirement**”):

Title	Availability of Services (Uptime)
Description	The Service Level Requirement measures the overall Availability of the Services.
Definitions	<p>"Availability" of the Services means the extent to which the Services are Available for Use. Availability shall be expressed as a percentage, and be calculated as the Actual Uptime in the Measurement Period divided by the difference of the Total Time in the Measurement Period minus the Excused Downtime in the Measurement Period, which quotient shall then be multiplied by one hundred (100). For clarity, the formula for calculating the Availability is as set out under “Metric / Formula” below.</p> <p>"Available for Use" means the ability of the Services to be used or accessed by Authorized Users at the level of capacity to be provided to Authorized Users in accordance with normal operations. For greater certainty, the Services shall be deemed to be Available for Use, unless all connection requests to the Services fail during a period of thirty (30) continuous minutes.</p> <p>"Actual Uptime" means the aggregate number of hours in a Measurement Period during which the Services are Available for Use by Authorized Users.</p> <p>"Total Time" for each Measurement Period is the total number of hours in any given month.</p> <p>"Excused Downtime" means any: (i) Scheduled Downtime; and (ii) time during which the Services are not Available for Use, which is due in whole or in part to Exclusions.</p> <p>"Scheduled Downtime" means up to ten (10) hours in each calendar month, during time that is not Normal Business Hours, or any other amount of time during Customer approved maintenance windows in any Measurement Period during which the Services are not to be Available for Use.</p> <p>"Downtime" means the total number of minutes in any Measurement Period during which the Services are not Available for Use, provided that any Excused Downtime shall not be included in the calculation of Downtime.</p>

Exclusions	Despite other provision of this Agreement or any Schedule, OlaTech will be relieved of responsibility for meeting any Service Level Requirement and for any associated Service Level Credits to the extent that any failure to meet a Service Level Requirement is attributable in whole or in part to: (a) the acts or omissions of the Customer or any Authorized User which are contrary to the terms of this Agreement; (b) a Force Majeure Event; (c) an Authorized User's failure to upgrade to a supported version of the Services; (d) an Authorized User's failure to follow any reasonable documentation or instructions provided by OlaTech; (e) the failure of the Customer Systems or any other internet access or related problems beyond the demarcation point of the Services; and (f) OlaTech's suspension and termination of an Authorized User's right to use the Services, in accordance with the Agreement or any Schedule.																				
Metric / Formula	Availability % = (Actual Uptime in the Measurement Period) / (Total Time in the Measurement Period – Excused Downtime in the Measurement Period) x 100																				
Service Level Requirement	99.5% Availability																				
Measuring Process	Availability is measured using the availability statistics used by OlaTech.																				
Measurement Period	Monthly.																				
Service Level Credits	<p>If OlaTech fails to meet a Service Level Requirement, OlaTech will provide a Service Level Credit to the Customer. Service Level Credits may only be applied against Fees owing to OlaTech and do not entitle the Customer to any refund of Fees previously paid by the Customer, or any cash payment. The Customer must request a Service Level Credit in writing, within thirty (30) calendar days after the occurrence of the applicable failure to meet a Service Level Requirement, failing which the right to such Service Level Credit shall expire. Service Level Credits are accumulated monthly, with the monthly cumulative unavailability being reset to zero (0) minutes at the beginning of each calendar month. Service Level Credits are OlaTech's sole obligation and liability, and the Customer's sole and exclusive remedy, for any failure to meet a Service Level Requirement.</p> <p>Service Level Credits for each Measurement Period (if any) will be computed as follows, by selecting the applicable calculation from the following list:</p> <table border="1"> <thead> <tr> <th>Amount of Downtime in Excess of Service Level Requirement</th> <th>Percentage of Month's Fees</th> </tr> </thead> <tbody> <tr> <td>>0 - 150 minutes</td> <td>5%</td> </tr> <tr> <td>151 - 210 minutes</td> <td>10%</td> </tr> <tr> <td>211 - 270 minutes</td> <td>15%</td> </tr> <tr> <td>271 - 330 minutes</td> <td>20%</td> </tr> <tr> <td>331 - 390 minutes</td> <td>25%</td> </tr> <tr> <td>391 - 450 minutes</td> <td>30%</td> </tr> <tr> <td>450 - 900 minutes</td> <td>50%</td> </tr> <tr> <td>901 - 1440 minutes</td> <td>70%</td> </tr> <tr> <td>Greater than 1440 minutes</td> <td>90%</td> </tr> </tbody> </table>	Amount of Downtime in Excess of Service Level Requirement	Percentage of Month's Fees	>0 - 150 minutes	5%	151 - 210 minutes	10%	211 - 270 minutes	15%	271 - 330 minutes	20%	331 - 390 minutes	25%	391 - 450 minutes	30%	450 - 900 minutes	50%	901 - 1440 minutes	70%	Greater than 1440 minutes	90%
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1.3 Additional services to be provided by OlaTech to the Customer during the Term are as follows:

Maintenance Services
<ul style="list-style-type: none"> • Use of automation controls within the server management portal to backup Customer Data five (5) times during each twenty-four (24) hour cycle, every day during the Term. • Diagnostic services, which shall include a review, conducted on or around the fifteenth (15th) day of each month, of the security controls deployed at the Services' servers by OlaTech, to ensure continued compliance with: (i) current TLS encryption protocols; and (ii) Payment Card Industry Data Security Standards (PCI DSS), which review shall use third party network scanning services offered by Trust Holdings Inc. (or an organization with equivalent credentials and service offerings chosen by OlaTech, acting reasonably). • Application software which provides continuous 24/7 hours x 365 days monitoring of the Services and remediation for network availability, active connections, memory usage, percent CPU usage, type and number of error messages. • At OlaTech's sole discretion, the installation of updates to the Services and platform patches and security program updates, from time to time.
Support Services
<ul style="list-style-type: none"> • When requested by the Customer, OlaTech shall provide Staff User Support to Staff Area Users. Staff Area Users are required to provide any required support to any Profiles. • All Staff User Support requests shall be submitted to OlaTech and managed to completion via the OlaTech/Help Desk Ticketing Tool, unless by mutual written agreement of the Customer and OlaTech on a case-by-case basis, submission and management is permitted via email, telephone, online meeting or in-person. • Prior to submission to OlaTech, all Staff User Support request tickets shall be reviewed, coordinated, and approved in advance by one or more Super Users, who shall have received Super User training from OlaTech. If the Customer does not submit Staff User Support requests in the manner contemplated by this clause, OlaTech may, acting reasonably and following prior written notice to the Customer, deem one (1) or more such Staff User Support requests to be Non-Standard Staff User Support requests. • When provided, Staff User Support shall be recorded in increments of thirty (30) minutes and each instance of provided Staff User Support shall recorded at a minimum of thirty (30) minutes. • When Staff User Support is provided by OlaTech on site at the premises of the Customer, it shall be paid by the Customer as Non-Standard Staff User Support, and the Customer shall reimburse OlaTech for reasonable travel incidentals (e.g. airfare, hotel, meals, ground transport) for OlaTech staff who attend on site. On site visits must be scheduled and mutually approved by the parties in advance. • Requests for Staff User Support shall be reviewed and assigned for completion by OlaTech as follows: (a) if the request is submitted during Normal Business Hours, within two (2) hours of receipt by OlaTech; and (b) if the request is submitted outside Normal Business Hours, within sixteen (16) hours of receipt by OlaTech, on the next Business Day. • The period of time for OlaTech to complete the task requested via Staff User Support shall be commensurate with the scope and difficulty of the request, however, at all times in relation to such requests, OlaTech shall provide Staff User Support in commercially and ordinarily prompt ways and within commercially and ordinarily prompt periods of time.

- The Fees include up the amount of monthly hours of Standard Staff User Support set out in the Schedule, subject to the following terms and conditions: (a) any amount of Standard Staff User Support in excess of the monthly amount set out in the Schedule shall be billed to the Customer as Non-Standard Staff User Support; (b) there is no "carry-over" of unused Standard Staff User Support from month to month; (c) in any month, there shall be no more than one (1) hour total of training for Previously Trained Staff Area Users (or other similar online meetings), and each such session shall be a minimum of one (1) hour in duration and shall be included without being charged as Non-Standard Staff User Support; (d) any training session, or other similar online meeting, shall be scheduled and planned by mutual prior agreement by the parties, but shall not occur without a minimum of five (5) Business Days' prior notice to OlaTech of such a request from the Customer;
- Fees for Non-Standard Staff User Support shall be as set out in the Schedule.
- Any single New Work which is assessed at its submission by OlaTech, acting reasonably, to likely require more than six (6) hours total of Staff User Support to complete, shall be managed as a Special Project, rather than New Work which is a Minor Configuration.
- OlaTech reserves the right to complete the delivery of New Work over a period longer than thirty (30) days.
- For the purposes of this Agreement, the following Terms shall have the following meanings:

Staff User Support	Assistance provided by OlaTech to Staff Area Users.
Standard Staff User Support	Staff User Support that involves: (a) assistance with system use and navigational questions; (b) New Work which is a Minor Configuration; (c) training for Previously Trained Staff Area Users (except to the extent such training is Non-Standard Staff User Support); or (d) related online meetings.
Non-Standard Staff User Support	Staff User Support or assistance provided to third parties that involves: (a) business analysis; (b) systems analysis; (c) feasibility analysis; (d) risk analysis; (e) security analysis; (f) systems integration; (g) project management; (h) data analysis; (i) data conversion; (j) Staff Area User training for New Staff Area Users; (k) graphical design of a logo, stamp, or similar item; (l) custom application development, or other similar service; (m) the portion of Standard Staff User Support provided by OlaTech that exceeds the monthly allowance set out in the Schedule; (n) the portion of any training delivered to Previously Trained Staff Area Users which is in excess of one (1) hour in any month; or (o) services in respect of the return of Customer Confidential Information upon the termination of this Agreement.
Previously Trained Staff Area Users	A Staff Area User who has received at least two (2) hours of training from OlaTech related to their use of the Services.
New Staff Area User	A Staff Area User who has not previously received from OlaTech training related to their use of the Services.
Normal Business Hours	Between 8:30 a.m. and 5:30 p.m., Central Standard Time or Central Daylight Time, as it is used from time-to-time, on any Business Day.
Business Day	Any day other than a Saturday, Sunday or any day on which the principal chartered banks located in the city of Winnipeg, in the province of Manitoba, Canada are not open for business during normal banking hours.

New Work	Work done by OlaTech in relation to the Services to: (a) Configure new functional uses or designs; (b) normalize for and/or convert data or export data to design and/or load new digital graphic materials or website pages; (c) develop Integrations, or other similar kinds of work done by OlaTech, if the results of any such New Work significantly adds to or changes functional uses, designs or operational practices existing in the Services prior to the Effective Date.
Special Project	A Customer request for either Standard Staff User Support or Non-Standard Staff User Support assessed at its submission by OlaTech, acting reasonably, to likely require more than six (6) hours total of Staff User Support to complete, and work on which shall not commence without the provision of a written Special Project estimate from OlaTech, indicating scope and cost, and the written approval of such estimate by the Customer.
Configure	One or more setting of the Configuration Tools within the Services that supports one or more design(s), functional need(s) or business process(es) of the Customer.
Minor Configuration	A change(s) to the Services using one or more Configuration Tools which can reasonably be considered small or minor in scope or which does not result in the addition of a new business process(es), or type(s) of functional use, and for further clarity, some representative examples of a Minor Configuration include: (a) change a field label in ways that does not impact any other processes; (b) create or modify a new email template; (c) create or modify an invoice template; (d) create or modify a saved report; (e) create or modify an event; (f) create or modify a survey; (g) create or modify a public website page or a portal page; or (h) a modification of any Minor Configuration.
Configuration Tools	One or more part of the Services used as the tools for creating uses unique for the Customer, such as, but not limited to, tools for the control of fields, conditions, workflows, triggers, templates, views, editing, reporting, emailing, and other similar tools.
Integration	To Configure the Services to allow the receiving or sending of data between the Services and third party software, or to allow a single login between the Services and third party software, or any other similar kind of link between the Services and third party software.

Disaster Recovery Services

- In the event of an unplanned loss of data for any reason, OlaTech will make commercially reasonable efforts to restore the Services using the Customer Data from the time immediately before the loss of data occurred. If that is not possible due to the nature of the problem, OlaTech will obtain the latest available backup of the Customer Data and provide the customer with the following two options: (a) restore the Service using the latest available, redundant copy of the Customer Data; or (b) wait until the original hosting equipment becomes available, which will enable OlaTech to attempt service restoration using Customer Data from the time immediately before the loss of Services occurred.

Breach Response Services

- If there is actual or reasonably suspected unauthorized loss of, unauthorized access to or unauthorized disclosure of Customer Data or Confidential Information of either party (collectively, a “**Breach**”), OlaTech or the Customer shall, upon gaining knowledge of the Breach, immediately inform the other and party and work cooperatively on the following tasks: (a) Breach containment and preliminary

assessment; (b) evaluation of the risks associated with the Breach; (c) notification as required by applicable laws; and (d) prevention of recurrences (collectively, the “**Breach Response**”).

- Each party shall pay its own costs in relation to a Breach Response; and, if the Customer requests Staff User Support, the Customer shall pay Non-Standard Staff User Support Fees for such support, except that OlaTech shall pay the Customer’s costs of such Breach Response where the Breach arises because of OlaTech’s breach of this Agreement.

2. Change Orders

2.1 Either party may, at any time during the Term, request in writing changes to the Services (each, an “**Amendment Request**”). The party who receives the Amendment Request shall provide its written response to the other party within ten (10) days of its receipt of the Amendment Request. No requested changes to the Services will be effective unless and until the Amendment Request is accepted and signed by both parties (each such written memorialization being referred to as a “**Change Order**”), provided that OlaTech may impose Change Orders without the Customer’s approval, where such Change Orders are required (as determined by OlaTech, acting reasonably) to ensure the Customer’s secure use of the Services or OlaTech’s secure maintenance of the Services. OlaTech shall not be obligated to perform any additional services (“**Additional Services**”), other than the Services set out in the Schedule and **Section 1.3**, as modified by Change Orders, from time to time. Charges related to Additional Services will be dealt with in a Change Order (including the Additional Services to be provided or made available by OlaTech and the Fees to be charged to the Customer).

2.2 Any changes to the Services arising from a Change Order that involve a new or materially different feature, integration, custom report, or request that is not specifically provided as a product feature or as an implementation deliverable of the Services, will be subject to the acceptance process set out in this **Section 2.2**. Such changes to the Services will be accepted by the Customer if: (a) they satisfy the functionality and performance criteria set out in the applicable Change Order (the “**Acceptance Criteria**”); and (b) all non-conformities with the Acceptance Criteria (each, a “**Non-Conformity**”, and collectively, “**Non-Conformities**”) identified during acceptance testing of the Services have been corrected by OlaTech. If no notice of Non-Conformities is provided to OlaTech within ten (10) Business Days of the change to the Services, the Customer will be irrevocably deemed to have accepted the changes to the Services. OlaTech shall use commercially reasonable efforts to address the Non-Conformities promptly following receipt of notice thereof, and this procedure will be repeated until the changes to the Services are accepted or deemed to be accepted by the Customer pursuant to this **Section 2.2**.

3. Customer Responsibilities

3.1 The Customer shall at all times during the Term provide promptly all cooperation, assistance and information as OlaTech may reasonably request to enable it to exercise its rights and perform its obligations under and in connection with this Agreement. OlaTech is not responsible or liable for any delay or failure of performance caused in whole or in part by: (a) the Customer’s delay in performing, or its failure to perform, any of its obligations under this Agreement, including without limitation any incompleteness or inaccuracies in any information provided by the Customer, or if OlaTech is waiting for the Customer to provide information in response to a request from OlaTech; or (b) a failure of the information technology infrastructure on or through which the Services are accessed or used, which is not OlaTech’s obligation under this Agreement or the Schedule (including, without limitation, an internet connection) (collectively, the “**Customer Systems**”) to operate in accordance with manufacturer’s specifications or as otherwise indicated in project documentation or instructions reasonably provided by OlaTech.

3.2 The Customer is solely responsible for designating Authorized Users, and, with respect to the use of the Services: (a) OlaTech will not be liable or in any way responsible for any defaults or delays in the delivery of the Services that are caused by any Authorized User activity that is contrary to the terms of this Agreement; (b) the Customer remains responsible for any action or omission of the Authorized Users, to the extent that such action or omission has caused losses, harm or expenses to the Customer or OlaTech, as if the Customer had itself undertaken such acts or omissions, and the Customer is responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement; (c) the number of Staff Area Users and Profile Users shall be as set out in the Schedule (increases to which shall be addressed through a Change Order); (d) the Customer may request Staff Area use of the Back-End only

for persons who are an employee, officer, or director of the Customer, unless the Customer has received OlaTech’s prior written consent to do otherwise; (e) the Customer or any agent or representative of the Customer shall not knowingly allow any person or third party to use the Staff Area, other than Staff Area Users, without OlaTech’s prior written consent to do otherwise; (f) each Staff Area User shall have a separate identity and password allowing their login to the Staff Area, and their identity and password shall relate to a single, functioning email address over which they have control. Staff Area Users shall not share their identities, passwords, or use with another person; (g) following the Effective Date, to designate a Staff Area User, the Customer shall submit a request to OlaTech at: more@in1touch.com, or by submitting a request at the in1touch Help Desk. The request must include the Staff Area User's name, contact email address, and role vis-a-vis the Customer; (h) following the Effective Date, the Customer shall immediately inform OlaTech when any Staff Area User's use of the Services should be temporarily disabled or permanently deleted, by submitting a request by email to OlaTech at: more@in1touch.com, or by submitting a request at in1touch Help Desk. The request must include the Staff Area User's name, contact email address, and role vis-a-vis the Customer. For the purposes of this Agreement, the following terms have the following meanings:

Term	Definition
Authorized User	Any and all Staff Area Users, Profile Users and Public Front-End Users.
Staff Area Users	Either a Super User or Staff Regular User, who has use of those parts of the Services that display and allow use of the Staff Area after a secure login.
Super User	One or more Staff Area Users, chosen by the Customer, who is responsible for and has use of the Configuration Tools used to control what all other Staff Area Users can view, use, or modify, at each of the Back-End, what all Profile Users can view, use, or modify at the Private Front-End, and what Public Front-End Users can view, use, or modify at the Public Front-End.
Staff Regular User	A Staff Area User who is not a Super User.
Staff Area	One or more parts of the Services that allow use of the Configuration Tools after a secure login.
Profile User	Any person who can, after a secure login, use the Private Front-End.
Profile	Any person related to which the Customer receives data or files.
Portal or Private Front-End	One or more parts of the Services that can be used after a secure login, and that does not display or allow use of any Configuration Tools.
Public Front-End User	Any person who can use the Public Front-End.
Public Front-End	One or more part of the Services that can be used without a secure login.
Back-End	The data access layer of the Services.

4. Fees

4.1 The Customer shall pay OlaTech the fees set out in this Agreement and any Schedule (the “**Fees**”), in accordance with the applicable Schedule and this **Section 4**. All Fees payable under this Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which shall be paid by the Customer. The following Fees shall apply for services provided by OlaTech in connection with this Agreement:

Type of Fee	Details
Subscription Services Fee	<ul style="list-style-type: none"> • Monthly fee as set out in the Schedule. • Includes: (a) Standard Staff User Support; (b) use of the Services by Staff Area Users, Profile Users, and Public Front-end Users; (c) use of all tools built into the Services; (d) Maintenance Services; (e) Disaster Recovery Plan; (f) Breach Response (subject to the terms and conditions noted above); and (g) use of the in1touch CMS for related portals, websites and their hosting.
Non-Standard Staff User Support Fee	<ul style="list-style-type: none"> • Hourly charge as set out in the Schedule. • Includes: (a) any Non-Standard Staff User Support; (b) Standard Staff User Support in excess of the amounts allotted by the Agreement; (c) on site attendance by OlaTech staff, charged on an hourly basis for each resource; (d) the return of Customer Confidential Information upon the termination of this Agreement; and (e) services provided by OlaTech in respect of any Transition Plan.
Travel Incidentals	<ul style="list-style-type: none"> • OlaTech shall be reimbursed for reasonable travel incidentals for OlaTech staff who may attend on site (e.g., economy airfare, hotel and ground transportation). • Estimates for travel incidentals shall be provided by OlaTech and approved in advance by the Customer.

4.2 The Customer shall provide to OlaTech its credit card or banking details to be kept securely on file by OlaTech. The Customer authorizes OlaTech to use those details for the sole purpose of transacting the payment of Fees owing, pursuant to this Agreement and any Schedule. Except in the case of a partial month, payments in relation to the Services are due monthly and shall be withdrawn by and paid to OlaTech no later than the first day of each month, notwithstanding that the invoice and related notification of receipt of payment shall not be issued to the Customer by OlaTech until the first day Business Day of each month. Other payments of Fees due under this Agreement shall be withdrawn by and paid to OlaTech within ten (10) days after the issuance by OlaTech to the Customer of an invoice in respect of such Fees, unless OlaTech has first received a written notification from the Customer of a bona fide payment dispute, with a reasonable amount of information supporting the reason for the dispute. Any invoices which have not been so disputed by the Customer, shall be deemed irrevocably accepted by the Customer and the Customer shall have waived its right to dispute any such invoices. The Customer shall pay the balance of all charges in such invoices that are not disputed, and any failure to resolve the dispute shall be resolved in accordance with **Section 13**.

4.3 Any late payments will be subject to interest at a rate of nine-point-nine-nine percent (9.9%) per annum on the outstanding balance. NSF cheques, failed credit card payments or failed account withdrawals are each subject to a \$100.00 service charge. In the event of any non-payment or late payment by the Customer of any amounts payable by the Customer to OlaTech (except for a bona fide payment dispute as provided by **Section 4.2**), OlaTech shall, at its exclusive option and in addition to any other remedies available at law or equity or contained in any other agreement between the Customer and OlaTech, be entitled to: (a) without terminating this Agreement, cease to provide Services to the Customer, without being deemed in violation of its obligations under this Agreement; or (b) terminate this Agreement or any other agreement now or then in force between the Customer and OlaTech (including any Schedule).

5. Intellectual Property

5.1 The Customer retains its rights to any information, data or other content that is provided to OlaTech by or on behalf of the Customer, for the purpose of OlaTech’s performance of the Services (collectively, “**Customer Data**”). OlaTech is granted no rights in and to Customer Data except as is required to perform the Services during the Term.

5.2 OlaTech shall own and retain all rights, title and interest in and to: (a) all information, data or other content that is generated by or used in connection with the Services, including, without limitation, aggregated and statistical data arising from the operation of the Services and any customizations, improvements, suggestions, enhancement requests,

recommendations or other feedback, relating to the functionality of the Services, regardless of whether such material is provided by OlaTech or the Customer and its Authorized Users, but specifically excluding the Customer Data (collectively, “**OlaTech Content**”); and (b) the Services (including, without limitation, the OlaTech Content), and including all any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trade-mark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world (collectively, “**IP Rights**”) in any of them. The Customer acknowledges and agrees that it has no right, license or authorization with respect to any of the Services and OlaTech Content (including any IP Rights therein) except as expressly set forth in this Agreement.

- 5.3 Notwithstanding any restrictions, conditions, requirements or limitations in this Agreement, the parties acknowledge and agree as follows: (a) subject to the Customer’s acceptance of this Agreement and payment of Fees to OlaTech, OlaTech grants the Customer a non-exclusive, non-transferable, revocable right to access and use the Services, during the Term; (b) the Customer and any agent or representative of the Customer shall not: (i) assign, transfer or redistribute the Services to any third party in whole or in part other than as permitted under this Agreement; (ii) grant any sublicense or otherwise permit any person other than an Authorized User to access or use the Services; (iii) rent, time share or operate a service bureau for any third party or parties through the Services; (iv) charge a fee to any third party for access to or use of the Services; (v) install, use or make available the Services or any for any online application service provider business, internet service provider business, or other online software rental business; (vi) use or permit the use of the Services other than for the purposes set out from time to time in the Schedule; (vii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to, the source code of any software owned by or licensed to OlaTech, or test, risk assess, or reverse-engineer the Services to attempt to find strengths, limitations, vulnerabilities or evade filtering capabilities; (viii) generate or facilitate one or more electronic messages, including email, which contravene any applicable laws, including without limitation, applicable laws relating to discrimination, human rights law, defamation, hate speech or anti-spam; (ix) impersonate any person, or to facilitate any other dishonest or fraudulent purpose; (x) intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (xi) intentionally interfere with or attempt to disable OlaTech’s servers or telecommunications infrastructure or the Services; (xii) carry out penetration testing related to the Services without prior written consent of OlaTech, which will not be unreasonably withheld or delayed; (xiii) seek to prevent the disclosure of the identity of any person who uses the Services, through a process of IP address masking, blocking, or other similar activity; or (xiv) allow, enable, or alter any configuration of the Services to allow the receiving or sending of data between the Services and a third party software, or to allow a single login between the Services and third party software, or any other similar kind of link between the Services and a third party software, without OlaTech’s prior written consent (which may be withheld by OlaTech, in its sole discretion); and (c) the Customer shall not use any OlaTech Content except to use and enjoy the benefit of the Services in accordance with the terms of this Agreement. OlaTech may, at its sole discretion, exercised reasonably, temporarily suspend the use of the Services by the Customer and any one or more Authorized User, to the extent necessary to investigate or stop any of the prohibited acts set out in this **Section 5.3**.

6. Privacy and Security

- 6.1 Each party will comply with its obligations and requirements as set forth in this **Section 6** (each, the party’s “**Privacy and Security Obligations**”), which relate to the prevention of unauthorized access, use, modification, deletion and disclosure of Customer Data. OlaTech cannot guarantee data security and its obligations are expressly limited to complying with the Privacy and Security Obligations.

OlaTech’s Privacy and Security Obligations

- Require that all personnel who perform the Services on its behalf comply with the Privacy and Security Obligations and take commercially reasonable steps to enforce such compliance where necessary.
- Use commercially reasonable efforts to safeguard and accurately maintain personally identifiable information (“**PI**”), consistent with generally accepted industry security standards and backup procedures, and the terms and provisions of this Agreement.

- Keep PI confidential and treat it as Confidential Information.
- With respect to PI in its possession or control, comply, and cause any person acting on its behalf to comply, with its privacy policy as amended from time to time, the current version of which is available upon request.
- Promptly return or destroy and remove its access to the Customer's Confidential Information, upon termination and in accordance with **Section 8.4**.
- Provide the Breach Response Services set out in **Section 1.3**
- Provide the Services through server facilities that are located within the geographical boundaries of Canada and either owned and operated by OlaTech or by a software hosting facility owned and operated by Amazon Web Services (AWS), or any substitute service provider selected by OlaTech, acting reasonably, provided that such facility is: (a) of a Tier II or higher level of construction and certified as such by the Uptime Institute; and (b) certified as: PCI DSS, ISAE 3402 Type II, SSAE 16 SOC 1 Type II and CSAE 3416 Type II.
- Set or re-set either all, or part of, the Services' message transmission protocol to work through the HTTPS protocol, or the HTTP protocol, based on instructions received from the Customer.
- Configure the Services' servers, and guard them with a firewall managed by OlaTech.
- When the Services are in an operational environment, ensure the security controls deployed at the Services' servers by OlaTech comply with: (a) the current TLS encryption protocols; and (b) the Payment Card Industry Data Security Standards (PCI DSS).
- Provide that the use of the Services shall be authenticated only following the online entry of the correct credentials, comprised of a user identification field and a password field, containing the correct combination of letters, and numbers, and symbols, supported by the Services. On the Effective Date, the minimum identification and password field requirements shall be set by OlaTech according to the specifications provided by the Customer and supported by the Services. Thereafter, the Customer's Super Users shall have the ability to re-set those specifications using the controls within the Services.

The Customer's Privacy and Security Obligations

- The Customer shall, at all times during the Term, retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of the Customer or any Authorized User in connection with the Services; (c) the Customer Systems; (d) the security and use of access credentials of the Customer and its Authorized Users; (e) all access to and use of the Services and OlaTech Content directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without the Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use; and (f) any interception of Customer Data, by third parties (except to the extent attributable to OlaTech's breach of the terms and provisions of this Agreement).
- The Customer's Super Users shall use the Configuration Tools to control what all other Staff Area Users can view, use, or modify, at the Back-End and what all Profiles can view, use, or modify at the Private Front-End, and the Public Front-End.

7. Confidentiality

- 7.1 In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). In this Agreement, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the

Disclosing Party considers confidential or proprietary, including information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential", provided further that the obligations set out in this Agreement with respect to Confidential Information shall not apply to information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure before such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by non-compliance with this Agreement by the Receiving Party or any of its personnel; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

- 7.2 As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to Confidential Information other than to its personnel who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 7**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 7**; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (d) ensure its personnel comply with, and be responsible and liable for any of their non-compliance with, the terms of this **Section 7**.
- 7.3 If the Receiving Party or any of its representatives is compelled by applicable laws to disclose any Confidential Information, then, to the extent permitted by such applicable laws, the Receiving Party shall: (a) promptly, and before such disclosure, notify the Disclosing Party in writing of such requirement, so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this **Section 7**; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, to oppose such disclosure or seek an injunction, a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 7**, the Receiving Party remains required by applicable laws to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.
- 7.4 Each party shall: (a) promptly notify the other party of any unauthorized possession, use, access or disclosure of the other party's Confidential Information by any person, or attempt to effect the same, upon such information becoming known to such party; (b) promptly furnish the other party with details of such unauthorized possession, use, access or disclosure, or attempt to effect the same, and assist the other party in investigating or preventing the recurrence of any unauthorized possession, use, access or disclosure, or attempt to effect the same, of the other party's Confidential Information; (c) cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its Confidential Information, to the extent such litigation or investigation is related to this Agreement; and (d) promptly use commercially reasonable efforts to prevent a recurrence of any unauthorized possession, use, access or disclosure of the other party's Confidential Information, where such party has directly or indirectly caused or is otherwise responsible for any unauthorized possession, use, access or disclosure of the other party's Confidential Information by any person.
- 7.5 Each party acknowledges that the disclosure or use of Confidential Information by that party contrary to this Agreement will cause the Disclosing Party irreparable harm, for which damages may not be adequate compensation, and acknowledges that the Disclosing Party may apply for equitable relief, including an injunction, in order to stop any breach or threatened breach by the other party of the terms of this Agreement relating to confidentiality.

8. Term and Termination

- 8.1 The term of this Agreement will commence on the date it is accepted by the Customer (the “**Effective Date**”) and will continue in effect until (the “**Term of Schedule**”), unless: (a) terminated earlier in accordance with the terms of this Agreement; (b) mutually extended or renewed by the parties, in writing; or (c) such time as all Schedules under this Agreement have terminated or expired.
- 8.2 In addition to any other right or remedy each party has, either party may terminate this Agreement: (a) by giving the other party sixty (60) days’ notice, if the other party commits a breach of its obligations under this Agreement, and the breach is not cured during such notice period; or (b) upon the dissolution or filing for voluntary or involuntary bankruptcy (or its equivalent), by the other party. In such event, this Agreement shall be terminated upon receipt by the other party of notice of termination from the terminating party, following any notice periods so prescribed.
- 8.3 OlaTech may terminate this Agreement for non-payment or late payment, pursuant to the terms and conditions of **Section 4.3**.
- 8.4 Upon the termination or expiration of this Agreement for any reason: (a) all Schedules shall terminate (provided that termination of a Schedule, by either party, shall only terminate the Schedule so terminated); (b) subject to any continued ownership or access rights set out in the Schedule, the Customer shall cease all access to, and uninstall, all OlaTech software (and OlaTech may disable access to any such software) and promptly deliver to OlaTech the original and all copies of property, equipment, materials and work in progress produced in connection with the performance of the Services (in any form or media within the possession or under the control of the Customer, and including, but not limited to, all hardware and software) and the Customer shall take such other action as is required to provide OlaTech control over such materials and work in progress, except to the extent same are by the terms of the Schedule to be retained by the Customer after the termination or expiration of this Agreement; (c) except as otherwise required by law, OlaTech shall return to the Customer, and then destroy and remove its access to, any Customer Confidential Information and shall have no obligation to retain such Customer Confidential Information, and all such work performed by OlaTech will be treated as Non-Standard Staff User Support and invoiced accordingly, notwithstanding the termination of the Agreement; and (d) OlaTech will issue a final invoice for any unpaid portion of the Fees attributable to the Services supplied up to the expiration or termination date, and shall be entitled to retain or be paid, as the case may be, all amounts which have already been paid, or are payable, by the Customer to OlaTech, as at the date of such termination.
- 8.5 Upon the giving of reasonable written notice by the Customer to OlaTech, the parties will develop a draft plan (the “**Transition Plan**”), to provide a framework for supporting the non-disruptive continuation of Services during the transitioning of the Customer Data to an environment not hosted by OlaTech or the Customer, as a result of the termination (for any reason) or expiration without renewal of the Agreement. The Transition Plan will be developed pursuant to the terms and conditions of an agreed upon Change Order, provided that the parties confirm their intent for OlaTech’s Fees in respect of such work to be performed as Non-Standard Staff User Support, and the Customer shall pay OlaTech in advance for the estimated cost of such Non-Standard Staff User Support following the approval in writing by the Customer of any such work and the related estimated cost.
- 8.6 If this Agreement is terminated before the expiration of the Term (except if terminated by the Customer for OlaTech’s uncured breach thereof), the Customer will pay any unpaid Fees covering the remainder of the term of the Schedule following the effective date of termination. The parties acknowledge and agree that OlaTech’s harm or actual damages caused by the termination of this Agreement in these circumstances would be impossible or very difficult to accurately estimate as of the Effective Date, and that such amount is a reasonable estimate of the anticipated or actual harm or actual damages that might arise in these circumstances. The Customer’s payment of the amount set out in this **Section 8.6** is the Customer’s sole liability and entire obligation and OlaTech’s exclusive remedy for the termination of this Agreement in these circumstances (but for greater certainty, this **Section 8.6** shall not limit any other liability or responsibility of the Customer to OlaTech in respect of any other aspect of this Agreement).

9. Representations and Warranties

- 9.1 Each party represents, warrants and covenants to the other party that: (a) it is a corporation incorporated and validly existing in the jurisdiction of its incorporation; (b) it has all required corporate power and capacity to enter into this

Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement; (c) the execution of this Agreement by the individual who has signed the Agreement on behalf of the party or has otherwise taken action on behalf of the party to enter into this Agreement has been duly authorized by all necessary corporate action; (d) when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (e) its performance of its obligations hereunder will not be contrary to or require a listing under any law, regulation, rule, registry or like instrument applicable to either party.

- 9.2 OlaTech represents, warrants and covenants to the Customer that: (a) it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services; (b) the Customer's use of the Services as provided in this Agreement and the Schedule will not infringe the IP Rights of any third party; and (c) the Services will be capable of use by Staff Area Users, Profile Users, and Public Front-End Users, in accordance with **Section 1.3** and without any substantial and relevant defect which can reasonably be expected not to occur within software similar in quality and cost to the Services, and which arises solely due to the Services' technical design, for uses reasonably intended by an association or regulatory organization, or both, incorporated and existing in Canada.
- 9.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTION 9.1** AND **SECTION 9.2**, OLATECH DOES NOT MAKE AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, EXPRESS, IMPLIED AND STATUTORY WARRANTIES OR CONDITIONS THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE OR COMPLETELY SECURE AND THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED OR PERFORMED ON AN "AS IS", "AS AVAILABLE" BASIS, AND THE CUSTOMER'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. OlaTech shall have no obligation with respect to a warranty claim: (a) unless notified of such claim within sixty (60) days of the first instance of any material performance and/or functionality issue; or (b) if the Customer fails to upgrade to a supported version of the Services; or (c) if the Customer fails to meet capacity recommendations reasonably provided by OlaTech, in respect of the Services; or (d) if the warranty claim is the result of a customization of the Services prepared by the Customer or a third party (including, without limitation, a Configuration), without OlaTech's prior written approval; or (e) the Customer or its Authorized Users have breached either of **Sections 3** or **5.3**.
- 9.4 OLATECH TAKES NO RESPONSIBILITY FOR AND DOES NOT ASSUME ANY OBLIGATION TO REVIEW OR PRE-SCREEN ANY INFORMATION FROM THIRD PARTIES THAT IS MADE AVAILABLE THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, CUSTOMER DATA. OLATECH SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ALL THIRD PARTY INFORMATION.
- 9.5 If the Services include services and products which are provided by third parties ("**Third Parties**"), the Customer must agree to additional terms and conditions which govern its use of such services and products (the "**Third Party Services**"). The Customer hereby acknowledges and agrees that: (a) if software licences are provided to the Customer by Third Parties, the same will be provided under separate licence and maintenance agreements, to be entered into directly between the Customer and such Third Parties. The Customer agrees to adhere to such agreements at all times throughout the Term; (b) to the extent permitted by applicable law, the Third Parties shall have the benefit of the limitations of liability, disclaimers of warranties and indemnification provisions of this Agreement; (c) upon the termination of this Agreement, the Customer shall immediately cease its use of the Third Party Services and delete any related software, applications, projects or data; (d) OlaTech is not responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Third Party; and (e) OLATECH IS NOT A PARTY TO THE RELATIONSHIP BETWEEN THE CUSTOMER AND ANY THIRD PARTY, AND AS SUCH, OLATECH HAS NO RESPONSIBILITY TO THE CUSTOMER AS REGARDS THE CUSTOMER'S USE OF ANY THIRD PARTY SERVICES. THE CUSTOMER AGREES THAT IT WILL HAVE NO RECOURSE OR REMEDY AGAINST OLATECH IN RESPECT OF SUCH THIRD PARTY SERVICES, EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT.

10. Indemnification

- 10.1 Each party (the “**Indemnifying Party**”) shall indemnify the other party and its officers, directors, employees, agents, permitted successors and assigns (collectively, the “**Indemnified Party**”) and hold it harmless from any losses, damages, claims, costs and expenses of any nature (collectively, “**Losses**”) incurred as a result of the Indemnifying Party’s breach of any terms and conditions of this Agreement.
- 10.2 Each party shall promptly notify the other party in writing of any matter for which such party believes it is entitled to be indemnified under this **Section 10**. The Indemnified Party shall cooperate with the Indemnifying Party at the Indemnifying Party’s sole cost and expense. The Indemnifying Party shall immediately take control of the defence and investigation of such matter and shall employ counsel reasonably acceptable to the Indemnified Party to handle and defend the same, at the Indemnifying Party’s sole cost and expense. The Indemnified Party’s failure to perform any obligations under this **Section 10.2** will not relieve the Indemnifying Party of its obligations under this **Section 10.2** except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure. The Indemnified Party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- 10.3 OlaTech shall indemnify the Customer and hold it harmless from and against, any Losses suffered, incurred or sustained by the Customer or to which the Customer becomes subject, resulting from, arising out of or relating to any action by a third party that the Services infringe or violate or constitute a misappropriation of any IP Rights of any third party, or moral right of a third person, except if such infringement is caused by: (a) an unauthorized modification of the Services by the Customer or any Authorized; (b) use of the Services by the Customer or any Authorized User in a manner inconsistent with any applicable documentation provided by OlaTech; or (c) use of the Services in combination with any other product or service not provided by OlaTech. In the case of any such infringement, OlaTech will, at its option, either: (x) use commercially reasonable efforts to obtain the right for the Customer to continue use of the affected Services, as contemplated in this Agreement; (y) modify or replace the affected Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality; or (z) direct the Customer to discontinue use and discuss reasonable alternative arrangements for providing the affected Services, with appropriate adjustment to the Services and Fees (including a refund of some or all of the Fees paid by the Customer to OlaTech). **THIS SECTION 10.3 SETS FORTH THE CUSTOMER’S SOLE REMEDIES AND OLATECH’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY IP RIGHT.**
- 10.4 The Customer shall indemnify OlaTech and hold it harmless from and against, any Losses suffered, incurred or sustained by OlaTech or to which OlaTech becomes subject, resulting from, arising out of or relating to any Customer Data provided by the Customer to OlaTech.

11. Limitation of Liability

- 11.1 NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS AND AGENTS, BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION (INCLUDING IN TORT, CONTRACT, INDEMNIFICATION, FUNDAMENTAL BREACH, GROSS NEGLIGENCE OR OTHERWISE), EVEN IF SUCH DAMAGES ARE FORESEEABLE OR IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ANY EMPLOYEE, OFFICER OR DIRECTOR OF A PARTY HAVE ANY PERSONAL LIABILITY IN RELATION TO THIS AGREEMENT OR ITS SUBJECT MATTER.
- 11.2 IN NO EVENT SHALL THE TOTAL, CUMULATIVE AND AGGREGATE LIABILITY IN ANY INDIVIDUAL INSTANCE AND CUMULATIVELY IN ALL INSTANCES OF EITHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS AND AGENTS, TO THE OTHER, FOR ALL LOSSES, COSTS AND DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF: (A) ACTUAL DIRECT

DAMAGES; AND (B) THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO OLATECH UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS' PERIOD.

- 11.3 Each party: (a) waives the right to bring any claim against the other party under this Agreement more than one (1) year after the date on which the claim arose; and (b) waives any right to: (i) a trial by jury; and (ii) commence or participate in any class action against the other party related to the use of the Services, and, where, applicable, also agrees to opt out of any class proceedings against the other party or its licensors. The parties agree that these limitations are fundamental conditions of contract, are reasonable under the circumstances, and that each party would not have entered into this Agreement but for the inclusion of these limitations on its liability.

12. Force Majeure

- 12.1 In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any payment obligation), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including: acts of God; flood, fire, earthquake, tsunami or explosion; war, terrorism, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labour stoppages or slowdowns or other industrial disturbances; health threats as determined by any one of the Public Health Agency of Canada, the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases); or national or regional shortage of adequate power, telecommunications or transportation facilities (each of the foregoing, a "**Force Majeure Event**").

- 12.2 A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement on notice to the other party if such failure or delay continues for a period of forty-five (45) days or more.

13. Dispute Resolution

- 13.1 Except for actions arising out of **Section 5** (which may be brought in any court of competent jurisdiction), the parties agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach or termination thereof (a "**Dispute**"), will be dealt with in accordance with this **Section 13**. The procedures for the resolution of Disputes set out in this **Section 13** do not preclude recourse to the courts for interim or interlocutory relief, whether equitable or pursuant to statute or common law.

- 13.2 Each party will designate a single point of contact with the authority to discuss and resolve day-to-day issues and the relations between the parties relating to the Services. An initial meeting will be held between the parties promptly after a Dispute has arisen. At the meeting, the parties will attempt in good faith to negotiate a commercially reasonable resolution of the Dispute. No Dispute will be considered resolved until all parties, acting reasonably, have agreed to the resolution in writing. If the parties are not successful in resolving the Dispute in the initial meeting, they will mutually agree on the methods by which they attempt to resolve any Dispute following the initial meeting, such as, for example, telephone, email and fax communications, and/or face to face meetings.

- 13.3 If the initial meeting referred to in **Section 13.2** is not successful in resolving the Dispute, the parties will then attempt in good faith to negotiate a commercially reasonable resolution of the Dispute. If the parties cannot resolve the Dispute within ten (10) Business Days of the initial meeting referred to in **Section 13.2**, or such longer period of time as they may mutually agree in writing, then either party may (subject to the exclusions identified in **Section 13.2**) submit the Dispute or disagreement to arbitration by a single arbitrator in accordance with *The Arbitration Act*, (Manitoba). The party wishing to commence the arbitration must give the other party a written notice describing the Dispute or disagreement to be arbitrated. If the parties do not agree to a single arbitrator, then either party may apply to a judge of the Manitoba Court of King's Bench to appoint an arbitrator. The costs and expenses of the arbitration will be allocated by the arbitrator as the arbitrator determines, provided that the successful party shall be entitled to reasonable attorney's fees, to be paid by the other party.

- 13.4 Except where clearly prevented by the nature of a Dispute, the parties will continue performing their respective obligations under this Agreement while the Dispute is being resolved in accordance with this section unless and until such obligations expire or are lawfully terminated in accordance with the provisions hereof.

14. Giving Notices

- 14.1 All notices, requests or other communications required or permitted to be given hereunder or for the purposes hereof to any party will be in writing and will be sufficiently given if delivered personally, or if sent by first class prepaid registered mail or if transmitted by email to such party and addressed to the party's address for notice specified on the first page of this Agreement, or to an alternate address of which a party advises by giving proper notice, pursuant to this **Section 14.1**.

- 14.2 Any notice delivered to a party and so addressed will be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day, then the notice will be deemed to have been given and received on the Business Day next following such day. Any notice mailed as aforesaid will be deemed to have been given and received five (5) Business Days following the date of its mailing, provided that during any period of mail disruption, notice shall be delivered personally or transmitted by email. Any notice transmitted by email will be deemed to have been given and received on the date shown on the sender's confirmation of transmission notice, provided that notice will be deemed to have been given on the next Business Day, if notice is sent by email transmission on a day which is not a Business Day. Any party may change any particulars of its address for notice by notice to the other party in the manner aforesaid.

15. Audits

- 15.1 OlaTech or its nominee (including its accountants and auditors) may, on reasonable notice, inspect and audit the Customer's use of the Services under this Agreement at any time during the Term. All audits will be conducted during Normal Business Hours and in a manner that does not unreasonably interfere with the Customer's business operations. The Customer shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of OlaTech with respect to such audit. OlaTech shall only examine information directly related to the Customer's use of the Services.

- 15.2 If the audit determines that Customer's use of the Services exceeded the usage permitted by this Agreement by more than two-point-five percent (2.5%), the Customer shall pay to OlaTech all amounts due for such excess use of the Services. If the audit determines that such excess use equals or exceeds ten percent (10%) of the Customer's permitted level of use, the Customer shall also pay to OlaTech all reasonable costs incurred by OlaTech in conducting the audit. The Customer shall make all payments required under this **Section 15.2** within ten (10) days of the date of written notification of the audit results.

16. Miscellaneous

- 16.1 Further Assurances: Each of the parties hereto shall use commercially reasonable efforts to, from time to time at the request of the other party, without any additional consideration, furnish the other party such further information or assurances, execute and deliver such additional documents, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby. Publicity: OlaTech may use the Customer's name and any logo in its marketing materials, presentations, customer lists, website listings or otherwise to promote OlaTech, or refer to the Customer as a client or user of OlaTech's services. The Customer acknowledges and agrees that the Services shall contain references to the fact that the Services were and are designed by in1touch, such references to be in form, content and presentation reasonably acceptable to the Customer. Governing Law: This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the Province of Manitoba, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Province of Manitoba. Choice of Forum: Subject to **Section 13**, any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Manitoba. Entire Agreement: This Agreement and any Schedules entered into hereunder contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements,

representations and warranties with respect to such subject matter. **Severability:** The invalidity, illegality or unenforceability of any provision herein does not affect any other provision herein or the validity, legality or enforceability of such provision in any other jurisdiction. **Preamble and Schedules:** The preamble and schedules (including any Schedule) are an integral part of this Agreement and are incorporated herein. The parties confirm the truth and accuracy of the recitals set out in the preamble. **Amendments and Modifications:** The parties may not amend this Agreement except by written instrument signed by the parties. **Waiver:** Except as otherwise set out herein, no waiver of any right, remedy, power or privilege under this Agreement ("**Right(s)**") is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. **Interpretation Rules:** The parties expressly agree the *contra proferentem* rule shall not be used to construe any provision of this Agreement. **Cumulative Remedies:** The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. **Assignment and Delegation:** OlaTech may permit a third party to perform any of its obligations hereunder or assign this agreement to an affiliate, to the extent disclosed to the Customer in this Agreement or any Schedule. Neither this Agreement nor any rights or obligations hereunder will be assignable by the Customer without the prior written consent of OlaTech, which consent shall not be unreasonably withheld. **Successors and Assigns:** This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns. **Survival: Sections 3.1, 3.2, 4, 5, 6, 7, 8.4, 8.5, 8.6, 9, 10, 11, and this Section 16.1** of this Agreement shall survive any expiration or termination of this Agreement, howsoever caused or occurring. **Computation of Time:** If the date on which a party must perform an obligation pursuant to this Agreement is not a Business Day, the obligation must be performed on the next succeeding Business Day. **Counterparts:** To the extent required, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties hereto agree that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, or the action otherwise taken by the party to indicate its acceptance of these terms and provisions (as the case may be) are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. **Third Party Beneficiaries:** Other than as expressly set out herein, the parties do not confer any legal, equitable or other rights or remedies of any nature whatsoever under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successors and permitted assigns. **Language:** The parties have requested that this Agreement and all documents contemplated by this Agreement be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais. Except for Source Code, all verbal and/or written communication provided by OlaTech to the Customer shall be in the English language. **Currency:** Unless otherwise indicated, all references in this Agreement to currency shall be interpreted to refer to Canadian Dollars.