

CLOUD SERVICES AGREEMENT

This Cloud Services Agreement (this "**Agreement**"), effective as of the date identified on the Initial Quote as the effective date (the "**Effective Date**"), is by and between Akitu Inc. ("**Provider**") and customer identified on the Initial Quote ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**". This Agreement governs Customer's access to and use of the Services.

BY SIGNING THE QUOTE OR USING THE SERVICES CUSTOMER (A) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS AND WARRANTS THAT CUSTOMER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS.

IF CUSTOMER DOES NOT AGREE TO THESE TERMS, PLEASE DO NOT SIGN ANY QUOTE. IF CUSTOMER DOES NOT ACCEPT THESE TERMS, CUSTOMER MAY NOT ACCESS OR USE THE CLOUD SERVICES.

1. Definitions.

(a) "**Action**" any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at law, in equity or otherwise.

(b) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(c) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Provider System under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Provider System has been purchased hereunder.

(d) "**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Toronto are authorized or required by law to be closed for business.

(e) "**CASL**" means An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, and all related regulations.

- (f) “**CEM**” means a commercial electronic message as that term is defined in CASL.
- (g) “**Computer Program**” has the meaning given to it in CASL.
- (h) “**Computer System**” has the meaning given to it in CASL.
- (i) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Provider System.
- (j) “**Customer Systems**” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.
- (k) “**Documentation**” means Provider's end user documentation relating to the Services available at the Wiki accessible via the Services.
- (l) “**Downloadable Software**” means downloadable tools or other software that Provider makes available for download specifically for purposes of facilitating access to, operation of, or use with the Services, and any updates Provider may make available to such software from time-to-time.
- (m) “**Electronic Address**” has the meaning given to it in CASL.
- (n) “**Existing Customer Data**” means information, data, and other content, in any form or medium, available on Customer Systems prior to Customer’s use of the Provider System.
- (o) “**Governmental Authority**” means any federal, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.
- (p) “**Harmful Code**” means any software, hardware or other technology, device or means, including any virus, trojan horse, worm, backdoor, malware or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing

or using the Services or Provider System as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

(q) “**Initial Quote**” means the initial Quote.

(r) “**IP Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, 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.

(s) “**Law**” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, civil law, Governmental Order, or other requirement or rule of law of any Governmental Authority.

(t) “**Losses**” mean all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, disbursements and charges, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

(u) “**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, Governmental Authority, unincorporated organization, trust, association, or other entity.

(v) “**Process**” means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content, and “**Processing**” and “**Processed**” have correlative meanings.

(w) “**Provider Disabling Device**” means any software, hardware or other technology, device or means (including any back door, time bomb, time out, drop dead device, software routine or other disabling device) used by Provider or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

(x) “**Provider Infrastructure**” means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

(y) “**Provider IP**” means the Provider System, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of

Customer's access to or use of the Services or Downloadable Software, but does not include Customer Data.

(z) "Provider Materials" means the Provider System, Documentation and Provider Infrastructure and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software, and other technologies, and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Infrastructure. For the avoidance of doubt, Provider Materials include Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

(aa) "Provider Personnel" means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

(bb) "Provider System" means the Services and the Downloadable Software.

(cc) "Quote" means each quote entered into by the Parties referencing this Agreement.

(dd) "Services" means the services provided by Provider under this Agreement that are detailed on Provider's website available at akitune.com, the Documentation, and reflected in one or more sequentially numbered written Quotes. Services include the Support Services defined herein.

(ee) "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services, including any open-source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licences, or any other licence that is approved by the Open Source Initiative.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 15(i)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Quote, except

as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Downloadable Software. Subject to the terms and conditions contained in this Agreement and contingent upon Customer's order of Services that include Downloadable Software as provided in an applicable Quote, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15(i)) licence during the Term to: use Downloadable Software, in object code format, solely for Customer's internal use in connection with its use of the Services.

(c) Documentation Licence. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 15(i)) licence during the Term to: use and make a reasonable number of copies of the Documentation solely for Customer's internal business purposes in connection with Customer's use of the Downloadable Software during the Term.

(d) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the Parties:

- (i)** Provider has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and
- (ii)** Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider System by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any:
 - (A)** information, instructions, or materials provided by any of them to the Services or Provider;
 - (B)** results obtained from any use of the Provider System; and
 - (C)** conclusions, decisions, or actions based on such use.

(e) Use Restrictions. Customer shall not, and shall not permit any other person to, access or use the Provider IP except as expressly permitted by this Agreement and, in the case of Third-Party Products, the applicable third-party licence agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (i)** copy, modify, or create derivative works or improvements of the Provider IP;
- (ii)** rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Provider IP, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (iii)** reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Provider IP, in whole or in part;
- (iv)** bypass or breach any Provider Disabling Device, security device, or protection used by the Provider IP or access or use the Provider IP other than by an Authorized User through the use of their own then valid access credentials;
- (v)** input, upload, transmit, or otherwise provide to or through the Provider IP, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (vi)** damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Provider Materials, or Provider's provision of services to any third party, in whole or in part;
- (vii)** remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Provider IP, including any copy thereof;
- (viii)** access or use the Provider IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;
- (ix)** access or use the Provider IP in any manner or for any purpose that violates any professional ethics standards;
- (x)** access or use the Provider IP in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Provider System could lead to personal injury or severe physical or property damage; or

(xi) otherwise access or use the Provider IP beyond the scope of the authorization granted under this Section 2(e).

(f) **Compliance Measures.** The Services may contain technological copy protection or other security features designed to prevent unauthorized use of the Services, including features to protect against use of the Services beyond the scope of the authorization granted herein or prohibited herein. Customer shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.

(g) **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any IP Rights or other right, title, or interest in or to the Provider Materials or Third-Party Products. All right, title, and interest in and to the Provider Materials and the Third-Party Products are and will remain with Provider and the respective rights holders in the Third-Party Products.

(h) **Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services, without incurring any resulting obligation or liability, if: (i) Provider receives a Governmental Order that expressly or by reasonable implication requires Provider to do so; (ii) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (iii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; (iv) Provider believes, in its reasonable discretion, that Customer or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of rights granted or for a purpose not authorized under this Agreement; or (v) in accordance with Section 8(a) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of

data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(i) **Subcontractors**. Provider may, from time to time, in its discretion engage third parties to perform Services (each, a "**Subcontractor**").

(j) **Changes**. Provider reserves the right, in its sole discretion, to make any changes to the Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its customers; (ii) the competitive strength of or market for Provider's services; or (iii) the cost efficiency or performance of the Services; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to the Services. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order ("**Change Order**") signed by both Parties whether made by an additional Quote referencing the Initial Quote and any additional Quotes or by a new Quote reflecting and memorializing all changes made to the Services ordered by Customer.

(k) **Aggregated Statistics**. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. **Customer Responsibilities**.

(a) **General**. Customer is responsible and liable for all uses of the Provider IP resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Provider IP and shall cause Authorized Users to comply with such provisions.

(b) **Acceptable Use**. The Services may not be used for unlawful, fraudulent, offensive, or obscene activity. Customer shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards,

and requirements that may be posted on www.akituone.com/terms-and-conditions from time to time.

(c) Passwords and Access Credentials. Customer shall be responsible for keeping Customer's, and any Authorized User's, passwords and access credentials associated with the Services confidential. Customer shall not sell or transfer them to any other person or entity. Customer shall promptly notify Provider about any unauthorized access to Customer's, or any Authorized User's, passwords or access credentials.

(d) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. The Downloadable Software also contains certain open-source software. Customer understands and acknowledges that such open-source software is not licensed to Customer pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or licence.

(e) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Provider of any such actual or threatened activity.

(f) Professional Responsibilities. Customer acknowledges and agrees that Customer remains solely responsible for professionally regulated services, any duty of care owed to Customer's patients, and any professional responsibility. Customer acknowledges and agrees that Provider only provides the Services outlined in this Agreement and is not providing medical, dental, or other professionally regulated advice/services. The Services are not intended as a substitute for Customer's professional responsibilities. Customer acknowledges and agrees that the provision of care to its patients is solely and exclusively its responsibility, and that Services are intended only as a supplement to Customer's existing office processes and procedures. Customer shall not rely on the Services for the provision of proper care to its patients. Customer shall remain responsible for ensuring its processes and procedures fulfill its obligations to its patients. Customer acknowledges and agrees that the Services are not clinical decision-making tools. Any clinical decision made on behalf of a patient is the sole responsibility of the legally responsible clinical service provider, notwithstanding that the practice may use the Services to store and display information about a patient.

(g) Artificial Intelligence. Customer acknowledges and agrees that the use of artificial intelligence (“AI”) within the Services is not a replacement for thorough review and should be used in conjunction with best practices. The use of AI does not replace Customer's, or any Authorized User's, professional judgment, and the quality of any output is dependent on the quality of input provided. Provider does not guarantee or imply complete or near-complete accuracy when using AI, as it relies on third-party AI models. Customer should verify all AI outputs.

(h) Professional Advice Disclaimer. The Services provided do not constitute professional advice. Customer is solely responsible for ensuring compliance with its professional regulators and must exercise independent professional judgment when using the Services.

(i) Consent. Customer shall obtain any necessary consents from its patients and customers (“Consents”) for Customer's use of the Services. Provider shall not be responsible for obtaining any Consents. Sample consent forms (the “Samples”) may be provided to Customer solely for sample purposes. The Samples are intended solely for illustrative purposes and should not be relied upon as a substitute for professional legal advice. The Samples are not designed to address the specific legal requirements applicable to Customer's particular circumstances. Customer should consult with qualified legal counsel to ensure that any Consents Customer utilizes complies with all Laws. The responsibility for ensuring legal compliance rests with Customer, and reliance on the Samples without seeking appropriate legal guidance may result in non-compliance with applicable legal standards.

(j) Setup of Financial Reporting. Customer is responsible for the setup and maintenance of all financial reporting and recording aspects of the Services. Customer shall ensure that all settings and accounts are set up in accordance with the Documentation to ensure consistent financial reporting.

(k) Customer Systems and Cooperation. Customer is responsible for Customer Systems and shall ensure that Customer Systems on which the Services will be accessed or Downloadable Software installed contain adequate virus and malware protection and remain connected to the internet. Customer shall at all times during the Term:

- (i)** set up, maintain, and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Services are accessed or used;
- (ii)** provide Provider Personnel with such access to Customer's premises and Customer Systems as is necessary for Provider to perform the Services; and

(iii) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement.

(l) **Training**. Customer is responsible for training its staff regarding use of the Services and that they exercise sufficient care to ensure that all data is input correctly.

(m) **Effect of Customer Failure or Delay**. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. **Canada's Anti-Spam Legislation**.

(a) **CASL**. Customer acknowledges that it is solely responsible for compliance with all Laws, including, but not limited to, CASL, and other Laws requiring opt-in, opt-out or other recipient consent prior to sending any SMS/text messages through the Services. Customer is responsible for reviewing proposed use cases for any SMS/text messaging usage to ensure compliance with all applicable Laws. Customer agrees to take the following steps prior to using the SMS/text messaging features of the Services: (1) obtain opt-in consent from each patient, customer, prospective patient, prospective customer, or other recipient before sending any SMS/text message as required by law or regulation; (2) only send SMS/text messages during the recipient's normal business hours, unless it is an urgent message related to the health or treatment of Customer's patient; (3) all SMS/text messaging communications must include support HELP/STOP messages and similar messages; and (4) Customer shall not contact any patients, customers, prospective patients, or prospective customers that are on do-not-call or do-not-disturb registries without their specific prior authorization or consent.

(b) **SMS**. Customer acknowledges and agrees that the number of inbound and outbound text messages are counted toward Customer's maximum quota per subscription month as set forth in an applicable Quote. To the extent that Customer uses the Services for SMS/text messaging with its patients or customers, Customer agrees that it shall only use the SMS/text messaging feature for its patient management, including, but not limited to, confirming appointments, follow-up messaging, and patient satisfaction. Customer further acknowledges and agrees that Customer and Customer's staff will not use the SMS/text messaging feature to send unsolicited messages, marketing, or promotions to its patients, customers, prospective patients, or prospective customers in violation of any Laws.

(c) **Acknowledgement**. Provider may in its performance of the Services and its obligations under this Agreement:

(i) collect, assemble, store, and use Electronic Addresses and related information;

- (ii) send CEMs; and
- (iii) install Computer Programs or cause the installation of Computer Programs on another person's Computer System.

(d) **Consent.** As required by CASL or any other Laws, Customer and its Authorized Users consent to receiving CEMs from Provider, subject to Customer's ongoing right to withdraw such consent at any time upon notice to Provider via the unsubscribe mechanism provided in the communications. As provided in this Agreement, Customer agrees that it will comply with CASL and any other law or regulation regarding phone, email or text messaging with its patients when using the Services. Customer specifically represents and warrants that it has obtained or will obtain valid consent of its patients or prospective patients prior to sending any CEMs. Customer shall maintain required records of consents from each patient sent a CEM and any unsubscribe requests received and provide these records to Provider upon request.

5. **Support.**

(a) **Support.** The access right granted hereunder entitles Customer to the Provider's basic support services for the Term (the "**Support Services**"). During the Term, Provider will use commercially reasonable efforts to provide the Support Services; *provided, however,* that Provider may, in its sole discretion, change any aspect of the Support Services or their performance, including cease the provision of the Support Services, on written notice to Customer effective immediately. Provider may purchase enhanced support services (the "Enhanced Support Services") separately at Provider's then current rates. Provider may, in its sole discretion, change any aspect of the Enhanced Support Services or their performance on written notice to Customer effective immediately.

(b) **Implementation.** Provider will, when possible, provide training, installation, data extraction, transformation, loading and setup services (collectively, "**Implementation**") to Customer, as specified in the Quote and in accordance with the Provider's support policy in effect on the date such Implementation is provided. Notwithstanding the foregoing, Customer acknowledges that data extraction may be impracticable in certain circumstances, including but not limited to issues arising from encryption and Provider does not guarantee that Existing Customer Data will not be lost. Customer shall backup all Existing Customer Data prior to Implementation. Provider shall not be responsible for loss of any Existing Customer Data or Customer Data. Unless specified in the Quote, Customer is responsible for payment for any Implementation at Provider's then current rates. Notwithstanding any work or assistance provided by Provider with respect to configuring or setting up the Services, Provider shall not be responsible for the performance, operation, or maintenance of Customer Systems system. Customer assumes all responsibility for providing its staff with sufficient training on the use of the Services and must exercise sufficient care to ensure that the Customer Data and Existing Customer Data is inputted correctly and the Services are used properly.

(c) **Data Limitations.** Customer shall provide Existing Customer Data in electronically readable format. Provider's database resulting from import of Existing Customer Data reflects the quality of data provided or input by Customer. Provider is not responsible for delays or inability to perform Services due to improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software. Customer acknowledges and agrees that transferring data is subject to the possibility of human and machine errors, omissions, and losses, including inadvertent loss of data or damage to media that may give rise to loss or damage. Provider shall not be liable for any such errors, omissions, or losses. Customer is responsible to adopt reasonable measures to limit the impact of such problems, including backup of Customer's original data. Customer remains responsible for reviewing and ensuring the accuracy of all imported data. Customer is also responsible for complying with all Laws pertaining to the use and disclosure of any data.

6. **Data Backup.** As an additional benefit, Customer Data uploaded to the Provider's production server is automatically backed up nightly on a separate server and retained for 30 days. Provider will not delete Customer Data from the production server unless otherwise provided in this Agreement. Customer assumes all responsibility and releases Provider from any claims related to any Customer Data not uploaded to the Provider's server, including but not limited to X-ray images, financial or other records or data.

7. **Data Privacy and Security.**

(a) **Information Security Obligations.** Provider will employ security measures in accordance with applicable Law, and Provider's privacy policy as amended from time to time, as available at www.akituone.com/privacy-policy (or a successor website) (the "Privacy Policy").

(b) **Privacy.** Provider complies with its Privacy Policy, in providing the Services and is incorporated by reference into this Agreement. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services, Customer acknowledges that it has reviewed and accepted the Privacy Policy, and Customer consents to all actions taken by Provider with respect to Customer's information in compliance with the then-current version of Privacy Policy.

(c) **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all Existing Customer Data, including its content and use; (c) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (d) Customer Systems; (e) the security and use of Customer's and its Authorized Users' access credentials; and (f) all access to and use of the Provider IP directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(d) Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all access credentials and protect against any unauthorized access to, or use of, the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

(e) Customer Data Retention. Subject to Section 14(c)(v), Provider will retain Customer Data for a period of thirty (30) days from the date of termination or expiration of this Agreement ("**Retention Period**"), during which time Customer may request a final copy of any Customer Data that is hosted or stored on Provider's servers (the "**Final Copy**"). Provider shall provide the Final Copy to Customer, by way of a secure method of file transfer to be agreed upon by the Parties, within ten (10) Business Days from receipt of the Customer's request for same. The Final Copy shall be provided to Customer in a format and type which may, in some cases, only be accessed through the use of the Service, and Provider is not responsible for transforming or altering the data into any other format. Customer is solely responsible for any format conversion of the Final Copy. Customer may request from Provider assistance with conversion of the Final Copy at Provider's then current rate.

(f) Permanent Deletion. Customer acknowledges and agrees that any and all Customer Data will be permanently deleted upon expiration of the Retention Period and that such data may be unrecoverable at any time thereafter. Customer further agrees and acknowledges that Provider has no obligation to retain Customer Data following the expiration of the Retention Period and may delete Customer Data in accordance with applicable legislation and data retention policies without prior notice.

(g) Customer Data Accuracy. Customer is solely responsible for the accuracy of the inputs to and the outputs from the Services, as well as ensuring the parameters of the Services are set correctly for the administration, processing of data and calculations in accordance with all Laws and Customer's applicable legal, accounting, regulatory, or tax requirements. Customer assumes all responsibility and releases Provider from any claims related to any Customer Data not uploaded to Provider's server, including but not limited to X-ray images, financial or other records or data.

8. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("**Fees**") as set forth in a Quote without set-off or deduction. Customer shall make all payments hereunder in Canadian dollars in advance and in no event later than the first (1st) day of each month. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of eight percent (8%) per year calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest,

including legal fees, court costs, merchant fees, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. All Fees are NON-REFUNDABLE.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all harmonized sales tax (HST), goods and services tax (GST), provincial sales tax (PST), use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental, or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Payment. Where pre-authorized payment is agreed upon, Customer hereby authorizes Provider to charge Customer's credit card or debit from its bank account for all outstanding Fees, taxes and charges and outstanding account balances due under this Agreement, and this constitutes Provider's good and sufficient authority for so doing.

(d) Fee Increases. Provider may increase Fees for any Renewal Term by providing written notice to Customer at least thirty (30) calendar days before the commencement of a such Renewal Term, and an applicable Quote will be deemed amended accordingly.

9. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to

the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire two (2) years from the termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features, or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

11. Representations and Warranties.

(a) Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to Provider that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and Processed in accordance with this Agreement, they do not and

will not infringe, misappropriate, or otherwise violate any IP Rights, or any privacy or other rights of any third party or violate any applicable Law.

(b) DISCLAIMER OF CONDITIONS AND WARRANTIES. ALL SERVICES AND PROVIDER IP ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

12. Indemnification.

(a) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its Subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any Action by a third party (other than an affiliate of a Provider Indemnitee) that arise out of or result from, or are alleged to arise out of or result from:

- (i)** Customer Data, including any Processing of Customer Data by or on behalf of Provider in accordance with this Agreement;
- (ii)** any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Provider's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Provider;
- (iii)** use of the Provider IP in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing;

- (iv) use of the Provider IP in a manner not authorized by this Agreement;
- (v) modifications to the Provider IP not made by Provider;
- (vi) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement;
- (vii) Customer's non-compliance with CASL;
- (viii) Customer's collection, assembly, storage and use of Electronic Addresses and related information;
- (ix) Customer's sending of CEMs;
- (x) allegations that Provider violated CASL; or
- (xi) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

(b) Indemnification Procedure. Provider shall promptly notify Customer in writing of any Action for which Provider believes it is entitled to be indemnified pursuant to Section 12(a). Provider shall cooperate with Customer at the Customer's sole cost and expense. Customer shall promptly assume control of the defence and shall employ counsel reasonably acceptable to Provider to handle and defend the same, at the Customer's sole cost and expense. Provider may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Customer shall not settle any Action without Provider's prior written consent. If Customer fails or refuses to assume control of the defense of such Action, Provider shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to Customer, in each case in such manner and on such terms as Provider may deem appropriate. Provider's failure to perform any obligations under this Section 12(b) will not relieve Customer of its obligations under this Section 12 except to the extent that Customer can demonstrate that it has been materially prejudiced as a result of such failure. Provider shall have the right, at its option, to defend itself against any such Action or to participate in the defense thereof by counsel of its own choice.

(c) Mitigation. If any of the Provider IP are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party IP Right, or if Customer's or any Authorized User's use of the Provider IP is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense:

- (i) obtain the right for Customer to continue to use the Provider IP materially as contemplated by this Agreement;
- (ii) modify or replace the Provider IP, in whole or in part, to seek to make the Provider IP (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Provider IP under this Agreement; or
- (iii) by written notice to Customer, terminate this Agreement with respect to all or part of the Provider IP, and require Customer to immediately cease any use of the Provider IP or any specified part or feature thereof.

13. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, AGGRAVATED, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Term and Termination.

(a) **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the expiration date indicated in the Initial Quote (the "**Initial Term**"). For yearly subscribers, this Agreement will automatically renew for additional successive one (1)-year terms, and for monthly subscribers, it will automatically renew for successive one (1)-month terms, unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**", whether monthly or yearly, and together with the Initial Term, the "**Term**"). If the Term is renewed for any Renewal Term(s) pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the fees payable hereunder by Customer during the applicable Renewal Term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

- (i)** Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than fourteen (14) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(e) or Section 9;
- (ii)** Provider may terminate this Agreement, effective on written notice to Customer, if Customer breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after Provider provides Customer with written notice of such breach;
- (iii)** Provider may terminate this Agreement, effective thirty (30) days after the email communication sent to Customer as set forth in Section 15(d), if Customer disputes or fails to acknowledge any modifications to this Agreement as set forth in Section 15(d); or
- (iv)** either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, liquidator, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement:

- (i)** all rights, licences, consents, and authorizations granted by either Party to the other hereunder will immediately terminate;
- (ii)** Provider shall immediately cease all use of any Customer Data or Customer's Confidential Information;
- (iii)** Provider will permanently erase all Customer Data and Customer's Confidential Information from Provider Systems within the Retention Period, provided that, for clarity, Provider's obligations under this Section 14(c)(iii) do not apply to any Aggregated Statistics;

- (iv) Customer shall immediately cease use of any of the Provider IP and, without limiting Customer's obligations under Section 9, Customer shall:
 - (A) promptly return to Provider, or at Provider's written request, destroy all documents and tangible materials containing, reflecting, incorporating, or based on any Provider IP or Provider's Confidential Information; and
 - (B) permanently erase all Provider IP and Provider's Confidential Information from all computer systems that Customer directly or indirectly controls;
- (v) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control Provider may also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course;
- (vi) Provider may disable all Customer and Authorized User access to the Services and Provider IP;
- (vii) all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously accrued but not yet paid Fees, on receipt of Provider's invoice therefor; and
- (viii) if Customer requests in writing at least twenty (20) days before the effective date of expiration or termination, subject to Section 14(c)(iii) and Section 14(c)(iv), Provider shall, within thirty (30) days following such expiration or termination, deliver to Customer the then most recent version of Customer Data maintained by Provider, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination, including any expenses and fees, on a time and materials basis, for Provider's services in transferring such Customer Data.

(d) Survival. This **Section 11(d)** and Section 1 (Definitions), Section 8 (Fees and Payment), Section 9 (Confidential Information), Section 10 (Intellectual Property Ownership; Feedback), Section 11(b)(Warranty Disclaimer), Section 12 (Indemnification), Section 13 (Limitation of Liability), and Section 15 (Miscellaneous) survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

(a) Entire Agreement; Paramountcy. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. Except as otherwise set forth in **Section 2(b)**, in the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the applicable Quote; (ii) second, this Agreement, excluding its Exhibits; (iii) third, the Exhibits to this Agreement as of the Effective Date; and (iv) fourth, any other documents incorporated herein by reference.

(b) Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the other Party at the addresses set forth on the Initial Quote (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment), if delivered by email; or (c) on the third (3rd) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

(c) Force Majeure. No Party shall be liable or responsible to the other Party, nor 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 obligations of Customer to make payments to Provider hereunder), when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the impacted party's ("**Impacted Party**") control including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law, or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances; (i) shortage of adequate power or telecommunications or transportation facilities; (j) failure of any governmental or public authority to grant a necessary licence or consent; (k) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within seven (7) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure

Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fourteen (14) consecutive days following written notice given by it under this Section 15(c), either Party may thereafter terminate this Agreement upon five (5) days' written notice. No Force Majeure Event shall relieve Customer from paying Fees.

(d) Modifications. Customer acknowledges and agrees that Provider has the right, in Provider's sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. Customer will be notified of modifications through direct email communication from Provider. Customer is responsible for reviewing and becoming familiar with any such modifications. Customer's continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms. Provider will provide at least thirty (30) days' advance notice of changes to any service level that Provider reasonably anticipates may result in a material reduction in quality or services.

(e) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Governing Law. This Agreement, the Quotes and all related documents including all exhibits and schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario. The Parties agree that the *United Nations Convention on Contracts for the International Sale of Goods* (CISG) and Ontario's *International Sales Convention Act*, RSO 1990, c 1.10 do not apply to this Agreement.

(h) Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, the Quotes, and all contemplated

transactions, shall be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

(i) Assignment. Customer may not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment, transfer, delegation, or subcontract in violation of this Section is null and void. No assignment, transfer, delegation, or subcontract will relieve the assigning or delegating Party of any of its obligations hereunder.

(j) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 9 or, in the case of Customer, Section 2(e), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(l) Export Regulation. The Services may be subject to Canadian export control laws. Customer shall not, directly or indirectly, export, re-export or release the Services to, or make the Services or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. Customer shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing or otherwise making the Services available outside Canada.

(m) Interpretation. For purposes of this Agreement: (a) the words "include", "includes", and "including" are deemed to be followed by the words "without

limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto", and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Unless otherwise stated, all dollar amounts referred to in this Agreement are stated in Canadian currency.

(n) Choice of Language. The Parties confirm that it is their express wish that this Agreement, as well as any other documents related to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

(o) Counterparts. The Quote may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Quote delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of that Quote.