

Terms and Conditions

[See previous version](#)

Updated February 28th, 2025

This Software as a Service (SaaS) Agreement (this "**Agreement**"), effective as of the initial date of purchase (the "**Effective Date**"), is by and between TAP REPORT INC., an Ontario corporation ("**Provider**") and the Customer ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Services to its customers;

AND WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**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.

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

(c) "**Confidential Information**" has the meaning set forth in 56.

(d) "**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 Services.

(e) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form.

(f) "**Feedback**" has the meaning set forth in **Section 7(c)**.

(g) "**Fees**" has the meaning set forth in **Section 5(a)**.

(h) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

(i) "**Initial Term**" has the meaning set forth in **Section 11(a)**.

- (j) **"Losses"** has the meaning set forth in **Section 9(a)(i)**.
- (k) **"Notice"** has the meaning set forth in **Section 12(c)**.
- (l) **"Provider IP"** means the Services, the Documentation, and any and all intellectual property provided to or developed for the 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, but does not include Customer Data.
- (m) **"Renewal Term"** has the meaning set forth in **Section 11(a)**.
- (n) **"Service Suspension"** has the meaning set forth in **Section 2(e)**.
- (o) **"Services"** means the software-as-a-service offering described in **Exhibit A**.
- (p) **"Term"** has the meaning set forth in **Section 11(a)**.
- (q) **"Third-Party Claim"** has the meaning set forth in **Section 9(a)(i)**.
- (r) **"Third-Party Products"** means any third-party products described in **Exhibit A** provided with or incorporated into the Services.

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 12(j)**) 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.
- (b) Documentation Licence. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable (except in compliance with **Section 12(j)**) licence to use, modify, and copy the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
- (c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Except as permitted herein, Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or

otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) 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 intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. 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 if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP or Customer Data (B) Customer's or any Authorized User's use of the Provider IP in breach of this Agreement or applicable laws 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; (ii) 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; or (iii) in accordance with **Section 5(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. Except as set out herein, Provider will have no liability for any damage, liabilities, losses (including any loss of profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension and provided that where a Service Suspension arises under section 2(e)(A) or section 2(e)(E), Provider shall refund Customer, on a pro rata basis, for any amounts paid for any part of the Term subject to the Service Suspension where Customer/Authorized Users have lost access to the Services.

(f) 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 Services and Documentation 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 all reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) 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 referred to in **Exhibit A**. 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.

(c) Backups. Customer is responsible to obtain and maintain any and all required reports available from the Services (ie: in the form of csv or pdf, etc), as Customer sees fit, in order for Customer to maintain any legal, regulatory, third party, internal, or other requirements. Provider will use commercially reasonable efforts to maintain functional backups in accordance with EXHIBIT A, and EXHIBIT B.

4. Service Levels

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall provide the Services in accordance with the service levels set out in EXHIBIT B.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("**Fees**") as set forth in **Exhibit A** without off-set or deduction. Customer shall make all payments hereunder in Canadian dollars on or before the due date set forth in **Exhibit A**. If Customer fails to make any undisputed 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 two percent (2%) per annum or, if lower, the maximum amount 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, and collection agency fees; and (iii) if such failure continues for ninety (90) 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.

(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), provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal,

provincial, territorial, or local governmental entity on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6. 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, 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 five (5) years from the date first disclosed to the receiving Party; 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.

7. 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. Subject to Article 6, 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**"), provided that Provider excludes any Confidential Information from such Feedback, Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. To the extent the Feedback excludes Customer's Confidential Information and does not identify Customer, 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.

8. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that the Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit B. The remedies set forth in Exhibit B are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this **Section 8(a)**. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN **SECTION 8(a)**, THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN **SECTION 8(a)**, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable legal fees) ("**Losses**") incurred by Customer resulting from any third-party successful claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion and sole cost, to (A) modify or replace the Services , or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If either Customer or Provider determines that neither alternative is reasonably available (including in the case of (A), where the modified or replacement Services or Provider IP are materially less functional than what they replaced), Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer provided that Provider shall reimburse Customer, on a pro rata basis, any amounts pre-paid to Customer in connection with the Agreement and any implementation/configuration fees paid by Customer in connection with the Agreement.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, *provided that* Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and *further provided that* Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice. This indemnification obligation shall not apply to the extent the infringement or misappropriation arises from Provider's use of the Customer Data in breach of this Agreement.

(c) Sole Remedy. THIS 69 SETS FORTH EACH PARTY'S SOLE REMEDIES AND SOLE LIABILITIES AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR CUSTOMER DATA INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability. IN NO EVENT WILL EITHER PARTY 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, EXEMPLARY, SPECIAL, AGGRAVATED, 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

A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION OR LIABILITIES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT, NEITHER PARTY'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 AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$50,000, WHICHEVER IS LESS.

11. 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 one (1) year from such date (the "**Initial Term**"). Subject to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of this Agreement, this Agreement will automatically renew for additional successive one (1) year 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**" and together with the Initial Term, the "**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 ninety (90) days after Provider's delivery of written notice thereof; or (B) materially breaches any of its obligations under Section 2(c) or 56;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) 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, 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.

(iv) Customer may terminate this Agreement for any reason, if Customer provides thirty (30) days written notice to Provider. Provider shall refund Customer, on a pro rata basis, for any amounts paid for after the termination date.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, (a) Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under 56, Customer shall delete, destroy, or return all copies of the Provider IP and (b) Provider shall return all Customer Data to Customer. No expiration or termination, other than Provider breaching this Agreement, will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 11(d) and 11, 45, 56, 57, Section 8(b), 69, 710, and 912 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. 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.

(b) Order of Precedence. 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, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

(d) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to hardware failure not reasonably preventable, software failure not reasonably

preventable, extended power failure, cyber-security-attack not reasonably preventable, acts of God, epidemics, pandemics, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(e) Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

(f) 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.

(g) 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.

(h) Governing Law. This Agreement and all related documents including all exhibits 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.

(i) Dispute Resolution. Any dispute, controversy or claim arising out of, relating to, or in connection with, this Contract or any breach, termination or validity thereof (a "**Dispute**") shall be finally settled by arbitration. Prior to initiating the arbitration process, the parties, in good faith, shall attempt to come to a resolution. Failing which, the arbitration process will begin. The arbitration shall be conducted in accordance with the *Arbitration Act, 1991* (Ontario). The seat of the arbitration shall be Toronto, Canada.

The arbitration shall be conducted by one arbitrator. The party initiating arbitration (the "**Claimant**") shall name an arbitrator in its request for arbitration (a "**Request**"). The other party or parties (the "**Respondent**") shall, within thirty (30) business days of receipt of the Request, name a second arbitrator and shall notify the Claimant in writing of the name of such Person. If the Respondent fails to submit the name of an arbitrator within such thirty-day period, the arbitrator named in the Request shall decide the Dispute as the sole arbitrator. Otherwise, the two arbitrators named by the parties shall appoint a third arbitrator within thirty (30) business days after the Respondent has notified the Claimant of the appointment of the Respondent's arbitrator. When the arbitrators named

by the parties have appointed a third arbitrator and the third arbitrator has accepted the appointment, the two arbitrators shall promptly notify the parties of such appointment and that third arbitrator shall decide the Dispute, acting alone. If the two arbitrators appointed by the parties fail or are unable to appoint a third arbitrator or to notify the parties of such appointment, then the arbitrator to decide the Dispute shall be appointed by the President of a reputable dispute resolution firm in Toronto, Ontario, who shall promptly notify the parties of the appointment of the arbitrator.

The arbitration award shall be in writing and shall be final and binding on the parties. The award may include an award of costs, including reasonable solicitor's fees, disbursements and charges. Judgment upon award may be entered by any court having jurisdiction thereof or having jurisdiction over the parties or their assets.

(j) Assignment. Neither Party may assign or otherwise transfer any of its rights or delegate 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 the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer or delegation in violation of this Section will be null and void. No assignment, transfer or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. 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 56 or, in the case of Customer, **Section 2(c)**, 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) Counterparts. This Agreement shall be executed when the Customer accepts a quote from the Provider by either: issuing a purchase order, issuing a payment, or any other reasonable form of authorisation to proceed in accordance with the quote.

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

A. DESCRIPTION OF SERVICES:

- 1) Provider offers software-as-a-service, in the field of workplace inspections, accessible from its website and mobile app. Users may conduct field inspections using the provided app, capable of storing inspection data offline until such time where internet connectivity is regained. Users may receive email notifications based on available settings of their choosing. Users may consume the collected inspection data by either: generating pdf and csv reports, using analytics tools, or searching, all of which are available through the Provider online portal.
- 2) Provider shall not store or process any Customer Data outside of Canada.
- 3) The Customer acknowledges that the Services may, from time to time, change for the best interest of Provider and the Customer. Features may be added, modified, or removed at Provider's reasonable discretion, provided said changes do not detract from the essence of the Services.
- 4) The Customer acknowledges that all training, features and content provided by Provider shall be considered informational-only. Nothing provided by Provider shall be considered legal advice, technical advice, certification, skilled training, or safety training of any kind. The Customer should review and modify system content, if necessary, to ensure suitability.

B. FEES:

The applicable fees shall be; any fee outlined in any quote from Provider during the Term, which has been accepted by Customer in the form of a purchase order.

C. THIRD-PARTY PRODUCTS:

1. Debian Linux (Operating System for servers)
 - a. <https://www.gnu.org/licenses/gpl-3.0.html>
2. Google API Services (Gmail, Translate, Maps, Charts)
 - a. <https://developers.google.com/terms>

EXHIBIT B
SERVICE LEVELS

1. Service Levels and Credits

1.1 Service Levels. Subject to the terms and conditions of this Agreement, Provider will use commercially reasonable efforts to make the Services available during the Term. Provider will maintain a minimum of two separate datacentres configured for automatic fail-over.

1.2 Service Level Failures and Remedies. In the event of a Service being unavailable, Provider shall refund Customer, on a pro rata basis, for any amounts paid for any part of the Term subject to the Service unavailability where Customer/Authorized Users have lost access to the Service(s). Any refund payable to Customer under this Agreement will be issued to Customer in the calendar month following the Service Period in which the Service was unavailable. This 13sets forth Provider's sole obligation and liability, and Customer's sole remedy, for any Service being unavailable.