

GENERAL TERMS AND CONDITIONS FOR CLOUD EXTENSION APPS SERVICES

1. DEFINITIONS Capitalized terms used in this document are defined in the Glossary.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights.

Sodales grants to Customer a limited, non-exclusive, non-transferable and world-wide license to use the Cloud Extension Apps Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Extension Apps Service also apply to Materials and Documentation.

2.2 Authorized Users.

Customer may permit Authorized Users to use the Cloud Extension Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Extension Apps Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Extension Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.

With respect to the Cloud Extension Service, Customer will not:

- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works;
- (b) modify, translate, or create derivative works based on the Cloud Extension Service;
- (c) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Cloud Extension Services or make it available to a third party other than as contemplated in this Agreement;
- (d) transmit any content or data that is unlawful or infringes any intellectual property rights; or
- (e) circumvent or endanger its operation or security.

2.4 Verification of Use.

Customer will monitor its own use of the Cloud Extension Apps Service and report any use in excess of the Usage Metrics and volume. SODALES may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

3. SODALES RESPONSIBILITIES

3.1 Provisioning.

SODALES provides access to the Cloud Extension Apps Service as described in the Agreement.

3.2 Support.

SODALES provides support for the Cloud Extension Apps Service as referenced in the Order Form.

3.3 Security.

SODALES uses reasonable security technologies in providing the Cloud Extension Service. As a data processor, SODALES will implement technical and organizational measures referenced in the Order Form to secure personal data processed in the Cloud Extension Apps Service in accordance with applicable data protection law.

3.4 Modifications.

(a) The Cloud Extension Apps Service and SODALES Policies may be modified by SODALES. SODALES will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Extension Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Extension Service, which Customer may use subject to the then-current Supplement and Documentation.

(b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Extension Service, Customer may terminate its subscriptions to the affected Cloud Extension Apps Service by providing written notice to SODALES within ninety days after receipt of SODALES's informational notice.

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data

Customer is responsible for the Customer Data and entering it into the Cloud Extension Service. Customer grants to SODALES a nonexclusive right to process Customer Data solely to provide and support the Cloud Extension Service.

4.2 Personal Data

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3 Security

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Extension Service.

4.4 Access to Customer Data

(a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SODALES and Customer will find a reasonable method to allow Customer access to Customer Data.

(b) Before the Subscription Term expires, Customer may use export tools (as available) to perform a final export of Customer Data from the Cloud Extension Service.

(c) At the end of the Agreement, SODALES will delete the Customer Data remaining on servers hosting the Cloud Extension Apps Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

5. FEES AND TAXES

5.1 Fees and Payment

Customer will pay fees as stated in the Order Form. After prior written notice, SODALES may suspend Customer's use of the Cloud Extension Apps Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.

5.2 Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than SODALES's income and payroll taxes. Customer must provide to SODALES any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SODALES is required to pay taxes (other than its income and payroll taxes), Customer will reimburse SODALES for those amounts and indemnify SODALES for any taxes and related costs paid or payable by SODALES attributable to those taxes.

6. TERM AND TERMINATION

6.1 Term

The Subscription Term is as stated in the Order Form. The Subscription Term shall be automatically renewed for additional 12 month periods (each, a "Renewal Term") on the same terms and conditions as provided herein (or as may be otherwise negotiated between the parties) unless one party notifies the other party in writing at least 30 days prior to the end of the initial Term or a Renewal Term, as the case may be, that it has elected not to renew this Agreement.

6.2 Termination

A party may terminate the Agreement:

- (a) upon ninety days written notice of the other party's material breach unless the breach is cured during that ninety-day period
- (b) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors

6.3 Termination Fees

If customer cancels the subscription before the minimum contract duration defined in the Order Form, they will be charged a termination fee.

- (a) 50% of the remaining contract value as per the Order Form. The percentage is calculated as of the effective date of termination, and
- (b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination

Upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the Cloud Extension Apps Service and all SODALES Confidential Information will end,
- (b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
- (c) termination or expiration of the Agreement does not affect other agreements between the parties.

7. WARRANTIES

7.1 Compliance with Law

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with: (a) in the case of SODALES, the operation of SODALES's business as it relates to the Cloud Extension Service, and (b) in the case of Customer, the Customer Data and Customer's use of the Cloud Extension Service.

7.2 Good Industry Practices

SODALES warrants that it will provide the Cloud Extension Service: (a) in substantial conformance with the Documentation; and (b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Extension Service.

7.3 Remedy

Customer's sole and exclusive remedies and SODALES's entire liability for breach of the warranty under Section 7.2 will be:

- (a) the re-performance of the deficient Cloud Extension Service, and
- (b) if SODALES fails to re-perform, Customer may terminate its subscription for the affected Cloud Extension Service. Any termination must occur within three months of SODALES's failure to re-perform.

7.4 Warranty Exclusions

The warranties in Sections 7.2 and 7.4 will not apply if:

- (a) the Cloud Extension Apps Service is not used in accordance with the Agreement or Documentation.
- (b) any non-conformity is caused by Customer, or by any product or service not provided by SODALES
- (c) the Cloud Extension Apps Service was provided for no fee.

7.5 Disclaimer

Except as expressly provided in the Agreement, neither SODALES nor its subcontractors make any representation, warranties or conditions of any kind, express or implied, statutory or otherwise, regarding any matter, including the merchantability, merchantable quality, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SODALES or product roadmaps in obtaining subscriptions for any Cloud Extension Service.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 SODALES Ownership

SODALES owns all intellectual property rights in and related to the Cloud Extension Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SODALES.

8.2 Customer Ownership

Customer retains all rights in and related to the Customer Data. SODALES may use Customer-provided trademarks solely to provide and support the Cloud Extension Service.

9. CONFIDENTIALITY

9.1 Use of Confidential Information

(a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement. Customer will not disclose the Agreement or the pricing to any third party.

(b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 9.

(c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

9.2 Exceptions

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information
- (b) is generally available to the public without breach of the Agreement by the receiving party,
- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.

10. INDEMNITY; LIMITATION OF LIABILITY

10.1 Limitation of Liability

NEITHER PARTY, ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY LOSS, INJURY, CAUSE OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), LIABILITY OR DAMAGE OF ANY KIND FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, IN EXCESS OF THE TOTAL FEES AND CHARGES PAYABLE AND/OR

PAID BY THE CUSTOMER FOR CLOUD EXTENSION SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT FORESEEABLE (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF EITHER PARTY'S NEGLIGENCE OR FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF BUSINESS, LOST PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOST DATA OR ANY FAILURE OF SECURITY RESULTING IN ANY WAY FROM THE CUSTOMER OR USER'S USE OF THE CLOUD EXTENSION SERVICE.

The Limitation of Liability provisions shall not apply to any indemnification given by one party to the other party pursuant to Section 10.2 or the confidentiality provisions of Section 9.

10.2 Indemnity

The Customer agrees to indemnify and hold harmless SODALES and its officers, directors, shareholders, employees and agents from and against all third party Claims (as hereafter defined) arising from (i) any illegal act, negligence or wilful misconduct by Customer or (ii) claim that the Customer Data infringes, misappropriates or violates any copyrights, trademarks, trade secrets or other proprietary rights of, or has otherwise caused harm to, a third party. "**Claim**" shall mean all losses, liabilities, damages, claims, taxes, and all related costs and expenses incurred by a party hereto only as the direct result of third party claims against such party, including, without limitation, reasonable attorney's fees and costs of investigation, litigation, settlement, judgment, interest and penalties. Customer shall defend SODALES from any Claim, provided that Customer shall not settle any Claim that involves the payment of money by SODALES without SODALES' prior written consent.

11. MISCELLANEOUS

11.1 Severability

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

11.2 No Waiver

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

11.3 Electronic Signature

Electronic signatures that comply with applicable law are deemed original signatures.

11.4 Assignment

This Agreement and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the Customer by a change of control of the Customer or by operation of law without the prior written consent of SODALES. SODALES may transfer or assign its rights and obligations hereunder

without prior written approval of the Customer. This Agreement shall be binding upon and shall inure to the benefit of SODALES and the Customer and each of their successors and permitted assigns.

11.5 Governing Law

The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws in effect in the province of Ontario, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of Toronto, Ontario and all courts competent to hear appeals therefrom.

11.6 Force Majeure

Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.

11.7 Notice

Any notices, demands and other communications hereunder shall be in writing and shall be delivered, sent by electronic transmission, or by mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

To SODALES, at:

1235 Bay Street, Suite 400
Toronto, ON M5R 3K4

Email: sana.salam@sodalessolutions.com

To Customer, at Customer's address specified on the Order Form.

Email: [Customer email]

Either party may change the address for notice by giving written notice of such change to the other party in the manner provided in this Section.

Glossary

1.1 “Affiliate” of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity’s shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2 “Agreement” means an Order Form and documents incorporated into an Order Form.

1.3 “Authorized User” means any individual to whom Customer grants access authorization to use the Cloud Extension Apps Service that is an employee, agent, contractor or representative of (a) Customer, (b) Customer’s Affiliates, and/or (c) Customer’s and Customer’s Affiliates’ Business Partners.

1.4 “Business Partner” means a legal entity that requires use of a Cloud Extension Apps Service in connection with Customer’s and its Affiliates’ internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

1.5 “Cloud Extension Service” means any distinct, subscription-based, hosted, supported and operated on demand solution provided by SODALES under an Order Form.

1.6 “Cloud Materials” mean any materials provided or developed by SODALES (independently or with Customer’s cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Extension Service.

1.7 “Confidential Information” means (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and (b) with respect to SODALES: (i) the Cloud Extension Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding SODALES research and development, product offerings, pricing and availability. (c) Confidential Information of either SODALES or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

1.8 “Consulting Services” means professional services, such as implementation, configuration, custom development, and training, performed by SODALES’s employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.

1.9 “Customer Data” means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Extension Apps Service or that Customer derives from its use of and stores in the Cloud Extension Apps Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SODALES’s Confidential Information.

1.10 “Documentation” means SODALES's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Extension Apps Service which is made available to Customer with the Cloud Extension Service.

1.11 “Order Form” means the ordering document for a Cloud Extension Apps Service.

1.12 “SODALES ” means Sodales Solutions Inc

1.13 “SODALES Policies” means the operational guidelines and policies applied by SODALES to provide and support the Cloud Extension Apps Service as incorporated in an Order Form.

1.14 “Subscription Term” means the term of a Cloud Extension Apps Service subscription identified in the applicable Order Form, including all renewals.

1.15 “Supplement” means the supplemental terms and conditions that apply to the Cloud Extension Apps Service and that are incorporated in an Order Form.

1.16 “Usage Metric” means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Extension Apps Service as set forth in an Order Form.