



SCHEDULE A

General Terms and Conditions

1 DEFINITIONS

The following terms have the following meanings:

1.1 "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this definition, "control" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Authorized Users**" means Customer's or its Affiliates' employees, consultants, contractors, agents, suppliers, stakeholders or other third parties who are authorized by Customer or its Affiliates to access and use the Online Service and who have been supplied user identifications and passwords for such purpose.

1.3 "**Boréal Access Codes**" has the meaning set out in Section 2.6.

1.4 "**Boréal Parties**" has the meaning set out in Section 4.1.

1.5 "**Confidential Information**" has the meaning set out in Section 5.1.

1.6 "**Customer**" has the meaning set out in Section 3 of the Main Document.

1.7 "**Customer Data**" means all data submitted, stored, posted, displayed, transmitted, or processed by Customer using the Online Service.

1.8 "**Disclosing Party**" has the meaning set out in Section 5.1.

1.9 "**Documentation**" means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Online Service provided or made available by Boréal to Customer in the applicable Boréal help center(s); provided, however, that Documentation specifically excludes any "community moderated" forums as provided or accessible through such knowledge base(s).

1.10 "**Effective Date**" means the last (or only) date of the signatures on the Main Document.

1.11 "**Feedback**" has the meaning set out in Section 4.1.

1.12 "**Force Majeure Event**" has the meaning set out in Section 10.10.

1.13 "**Main Document**" means the main document of this MSA, to which this Schedule is attached.

1.14 "**Online Service**" means the corporate social responsibility management software suite and technologies provided in software-as-a-service form by Boréal, including: (a) all proprietary technology (software, hardware, algorithms, code, processes, user interfaces, know-how, techniques, templates, designs and other tangible or intangible technical material or information) of Boréal, its licensors and service providers used by Boréal to provide the Online Service, (b) system administration, system management, and system monitoring activities performed by Boréal in connection with the software applications made available by Boréal; and (c) associated technical support and software maintenance Online Service, as may be applicable.

1.15 "**Order**" means the quote(s) issued by Boréal and accepted in writing by the Client or, in the absence of which, the invoice issued by Boréal to confirm and document the description, quantity and prices for the Online Service purchased by Customer pursuant to this MSA.

1.16 "**Receiving Party**" has the meaning set out in Section 5.1.

1.17 "**Subscription Term**" has the meaning set out in Section 9.1.

1.18 "**Taxes**" has the meaning set out in Section 3.6.

1.19 "**Third-Party Offerings**" means software or services that are not part of the Online Service, that are delivered or performed by third parties independently of Boréal and that interoperate, at Customer's demand, with the Online Service.



2 ONLINE SERVICE

2.1 Provision of Online Service. Boréalisis will make the purchased Online Service available to Customer pursuant to this MSA and allow the Authorized Users to access and use the Online Service during the Subscription Term. Customer Affiliates may also purchase Online Service in accordance with the terms of this MSA by executing one or more Orders referencing this MSA. Boréalisis may update the Online Service and agrees not make any changes to the Online Service during the Subscription Term that result in a material reduction of the performance, functionality, availability or security of the Online Service. Customer agrees that Boréalisis will not be liable to Customer or any third party for any modification of the Online Service. Customer's use of the Online Service includes the right to access all functionality available in the purchased Online Service as of the effective date of the Order. Subsequent enhancements to the Online Service made generally available to all subscribing customers will be made available to Customer at no additional charge. However, new features to the Online Service may be marketed separately by Boréalisis and may require the payment of additional fees. Boréalisis will determine, in its sole discretion, whether access to such new features will require an additional fee. This MSA will apply to any updates, upgrades and new modules or offerings subsequently provided by Boréalisis to Customer as part of any purchased Online Service. Customer may purchase additional Online Service, such as to allow additional users to use the Online Service, by executing additional Orders. The Subscription Term of such added Online Service will be coterminous with the then-current Subscription Term as set forth in the Order. Customer acknowledges that Boréalisis has no delivery obligation and will not ship copies of the BoréalisisIMS™ software to Customer as part of the Online Service or pursuant to this MSA.

2.2 Availability. Boréalisis will host and operate the infrastructure to make the Online Service available to Customer with minimal downtime 24 hours a day, 7 days a week and deploy commercially reasonable efforts to achieve the monthly availability target set out in Schedule B (subject to the terms and conditions set out in Schedule B).

2.3 Technical Support. Boréalisis will provide technical support to Customer through email and telephone, in accordance with the response and resolution times described in Schedule B. Support tickets can be initiated by email at helpdesk@boreal-is.com and by such other methods implemented by Boréalisis from time to time.

2.4 Use and Protection of Customer Data and Personal Information by Boréalisis. Subject to this MSA, including Boréalisis' confidentiality obligations, Customer hereby grants Boréalisis a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Boréalisis to provide the Online Service to Customer. To the extent that receipt of the Customer Data requires Boréalisis to utilize any account information from a third-party service provider, Customer is responsible for obtaining and providing relevant account information and passwords, and Boréalisis hereby agrees to access and use the Customer Data solely for Customer's benefit and as set forth in this MSA. Boréalisis will maintain reasonable administrative, physical and technical safeguards for the protection of the confidentiality and integrity of Customer Data and will provide the Online Service in accordance with applicable laws and government regulations regarding personal information protection. Furthermore, Boréalisis agrees to promptly notify Customer upon becoming aware of the occurrence of a security incident or other unauthorized disclosure involving Customer Data.

2.5 Customer's Responsibilities.

2.5.1 Permitted Use; Restrictions. Customer must not allow access to, or use of, the Online Service by anyone other than Authorized Users. Customer is responsible for its Authorized Users' compliance with this MSA, for its Authorized Users' use of the Online Service, and for ensuring that Authorized Users maintain the confidentiality of their access credentials. Customer agrees that it will not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit the Online Service or make the Online Service available to any third party, other than to Authorized Users or as otherwise contemplated by this MSA; (b) use the



Online Service to collect, transmit or process any material that is infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, including material that is harmful to children or violates third party privacy rights; (c) use the Online Service to send, store, publish, post, upload or otherwise transmit any malware, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (d) interfere with or disrupt the integrity or performance of the Online Service; (e) attempt to gain unauthorized access to the Online Service or their related systems or networks; (f) use or knowingly permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Online Service; (g) access the Online Service for the purpose of building a similar or competitive product; (h) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Online Service or any part thereof or otherwise attempt to discover any source code or modify the Online Service.

2.5.2 Customer Data. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer the Customer Data within and outside of the country in which Customer is located in conjunction with Boréal's provision of the Online Service (including providing adequate disclosures and obtaining legally sufficient consent from Customer's employees, agents, contractors, suppliers, projects stakeholders and other persons whose personal information is or will be stored and processed through the use of the Online Service).

2.6 Third-Party Web Sites, Products and Online Service. The Online Service may rely on or require that Customer accesses Third Party Offerings. If Customer elects to use the Online Service with Third Party Offerings, Customer agrees that: (i) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings, and (ii) Boréal has the right to export and import Customer Data to and from such Third-Party Offerings for purposes of

delivering the Online Service purchased by Customer. Customer's or its Authorized Users' use of third party websites and Online Service must always comply with the terms of service governing such websites and Online Service. Customer understands and agrees that the availability of the Online Service, or certain features and functions of the Online Service, are dependent on the corresponding availability of Third Party Offerings or specific features and functions of Third Party Offerings. Boréal will not be liable to Customer or any third party if changes in Third Party Offerings cause the unavailability of the Online Service or any feature or function of the Online Service. Boréal may also refer Customer to third party service providers that offer Third Party Offerings. Boréal does not make any representations or warranties regarding any such Third-Party Offerings, whether or not such Third-Party Offerings or Online Service are designated by Boréal as "certified," "approved," "recommended" or otherwise, or the Online Service are provided by a third party that is a member of a Boréal partner program. To the extent that Boréal requires that Customer grant Boréal authorizations, passwords or other user credentials to a Third Party Offering ("**Boréal Access Codes**") to retrieve Customer Data or to enable interoperability with the Online Service, Customer will promptly provide such Boréal Access Codes. Boréal will not share, reassign, divulge or disclose any Boréal Access Codes except to Boréal employees or authorized contractors specifically engaged in the performance of the Online Service. Boréal Access Codes constitute Customer's Confidential Information under this MSA.

2.7 Service Providers' Certifications. Boréal uses datacenters facilities that conduct Service Organization Control SOC 1 and SOC 2 compliance audits. While third party SOC1/SOC2 compliance audit reports of its datacenter facilities providers are confidential, Boréal normally receives summary versions of such reports for confidential communication to its customers.

3 FEES AND PAYMENT TERMS

3.1 Fees. Customer agrees to pay the fees specified in all Orders using one of the payment methods Boréal supports. Customer agrees to



pay Boréalís in the currency specified on the Order. Except as otherwise specified in this MSA or in an Order, (i) fees are based on the Online Service purchased, regardless of usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the quantities of Online Service purchased by Customer cannot be decreased during the relevant Subscription Term on the Order. All amounts payable under this MSA will be paid without setoff or counterclaim, and without any deduction or withholding.

3.2 Invoices and Payment. All Online Service fees will be invoiced in advance and in accordance with the applicable Order. Except as otherwise set forth in the applicable Order, Customer agrees to pay all invoiced amounts upon receipt of invoice.

3.3 Overdue Charges. If Boréalís does not receive fees by the due date, then at Boréalís' discretion, (i) such charges may accrue late interest at the rate of 15% per annum, calculated on a monthly basis on the outstanding balance, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; and (ii) Boréalís may condition future Online Service purchases and Orders on payment terms shorter than those specified in Section 3.2.

3.4 Suspension of Service. If any amounts owed by Customer for the Online Service are thirty (30) or more days overdue, Boréalís may, without limiting Boréalís' other rights and remedies, suspend Customer's and its Authorized Users' access to the Online Service until such amounts are paid in full.

3.5 Payment Disputes. Boréalís agrees that it will not exercise its rights under Section 3.3 or 3.4 if the applicable charges are under reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute.

3.6 Taxes. The amount of all fees specified in an Order are exclusive of all taxes, assessments, tariffs, duties or other fees imposed, assessed or collected by or under the authority of any governmental body (collectively, "**Taxes**") and Customer is solely responsible for the payment of all such Taxes, arising from Boréalís' provision of the Online Service hereunder, except any taxes assessed on Boréalís' net income. If Boréalís is

legally required to collect from Customer and remit Taxes related to Customer's use of the Online Service hereunder, Customer agrees to promptly reimburse Boréalís for any amounts paid by Boréalís.

3.7 Fees Increase. Unless otherwise set out in an Order, Boréalís may increase the fees it charges Customer annually on January 1. Such increase, if any, will be not be for more than the greater of: (i) the year-on-year increase of the Consumer Price Index for Province of Québec (All-items) published by Statistics Canada and (ii) 1.5% over the previous year's rates.

4 PROPRIETARY RIGHTS

4.1 Online Service. Boréalís, its licensors and service providers (together the "**Boréalís Parties**") own all right, title and interest in and to the Online Service, including all related intellectual property rights. Boréalís reserves all rights not expressly granted to Customer under this MSA. Neither Customer nor any Authorized User will delete or in any manner alter the copyright, trademark, and other proprietary notices of Boréalís appearing on the Online Service or any portion thereof. Additionally, Boréalís can freely and without compensation use suggestions, enhancement requests, recommendations or other feedback provided by Customer and its Authorized Users relating to the Online Service ("**Feedback**"), and Customer hereby grants Boréalís an irrevocable, worldwide, royalty-free right to use or implement all Feedback (or any portion of it), including all intellectual property rights associated with it.

4.2 Customer Data. As between Boréalís and Customer, Customer is the exclusively owner of all right, title and interest in and to the Customer Data. Customer Data is deemed Confidential Information of Customer under this MSA.

4.3 Statistical Information. Boréalís may monitor Customer's use of the Online Service and use data related to Customer's use in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Online Service or to support benchmarking or other similar current or future features of the Online Service. Customer agrees that Boréalís may make such information publicly available, provided that such



information does not incorporate any Customer Data and/or identify Customer or its Confidential Information. Boréal is the owner and retains all intellectual property rights in such statistical and performance information.

5 CONFIDENTIALITY

5.1 Definitions. "Confidential Information" means all confidential or proprietary information of a party (the "**Disclosing Party**") disclosed to the other party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the scope of this confidentiality undertaking, the parties acknowledge and agree that: (a) Customer Confidential Information includes the Customer Data; (b) Boréal Confidential Information includes the Online Service; and (c) Confidential Information of each party includes the terms and conditions of this MSA, pricing and other terms set out in Orders, as well as marketing plans, budgets, financial information, technology, technical information, methods, processes, techniques, designs, computer programs and other business information disclosed by such party.

5.2 Treatment of Confidential Information. The Receiving Party must: (a) use the same degree of care to protect the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information (but in no event less than reasonable care); and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this MSA, except with the Disclosing Party's permission.

5.3 Exceptions. Confidential Information does not include information that: (i) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (ii) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party; (iii) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party; or (iv) is independently developed

by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

5.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by applicable law, regulation or legal process. Unless such compelled disclosure is to enforce the provisions of this MSA, the Receiving Party must, however: (i) provide the Disclosing Party with prompt written notice of the requirement to disclose, (ii) provide the Disclosing Party with reasonable assistance in the event the Disclosing Party wishes to oppose or contest such disclosure, and (iii) limit its disclosure to what is strictly required by law, regulation or legal process.

5.5 Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief.

6 WARRANTIES; DISCLAIMERS

6.1 Warranties. Each party warrants that it has the legal authority to enter into this MSA. Boréal warrants to Customer that the Online Service will (i) materially conform with the relevant Documentation and (ii) not infringe the copyrights or patents of third parties.

6.2 Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, THE BORÉALIS PARTIES MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THIS MSA OR THE ONLINE SERVICE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY SET OUT IN SECTION 6.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BORÉALIS PARTIES EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BORÉALIS PARTIES DO NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE ONLINE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE ONLINE SERVICE WILL



MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY CUSTOMER THROUGH THE ONLINE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) THE ONLINE SERVICE WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE ONLINE SERVICE WILL BE CORRECTED; OR (F) THE ONLINE SERVICE OR THE SERVER(S) THAT MAKE THE ONLINE SERVICE AVAILABLE ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. THE ONLINE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE BORÉALIS PARTIES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

7 INDEMNIFICATION

7.1 **Indemnification by Boréal**is. Boréalis, at its expense, will defend and pay any settlement amounts and damages, costs and expenses (including reasonable attorneys' fees) awarded by a court of final jurisdiction arising out of any third-party claim, suit or proceeding alleging that Customer's use of the Online Service in accordance with this MSA infringes a third party's copyright or patent issued as of the Effective Date. The foregoing obligations do not apply with respect to a claim of infringement if such claim arises out of (i) Customer's use of infringing Customer Data (ii) use of the Online Service in combination with any software, hardware, network or system not supplied by Boréalis where the alleged infringement relates to such combination, (iii) any modification or alteration of the Online Service other than by Boréalis, (iv) Customer's continued use of the Online Service after Boréalis notifies Customer to discontinue use because of an infringement claim, or (v) Customer's violation of applicable law. If any claim which Boréalis is obligated to defend has occurred, or in Boréalis' determination is likely to occur, Boréalis may, in its sole discretion and at its option and expense (a) obtain for Customer the right to use the allegedly infringing item, (b) substitute a functionally equivalent, non-infringing replacement for such item, (c) modify such item to make it non-infringing and functionally equivalent, or (d)

terminate this MSA and refund to Customer any prepaid amounts attributable to the period of time between the date Customer was unable to use the Online Service due to such claim and the remaining days in the then-current Subscription Term.

7.2 **Indemnification by Customer.** Customer, at its expense, will defend and pay any settlement amounts or damages awarded by a court of final jurisdiction arising out of any third party claim, suit or proceeding (i) alleging that the Customer Data infringes any trade secret, trademark, copyright, or patent issued as of the Effective Date; or (ii) arising from occurrence of the conditions set forth in Section 7.1(i)-(v) above.

7.3 **Conditions.** The parties' obligations under this Section 7 are contingent upon the indemnified party (i) giving prompt written notice to the indemnifying party of any claim under this Section, (ii) giving the indemnifying party sole control of the defense or settlement of the claim, and (iii) cooperating in the investigation and defense of such claim(s). The indemnifying party must not settle or consent to judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party. The rights and remedies set forth in this Section 7 are the sole obligations of the indemnifying party and exclusive remedies available to the indemnified party in the event of an applicable third-party claim.

8 LIMITATION OF LIABILITY

8.1 **Limitation of Liability.** EXCEPT AS SET FORTH IN SECTION 8.3 BELOW, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS MSA, WHETHER PURSUANT TO CONTRACTUAL OR EXTRACONTRACTUAL LIABILITY, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID TO BORÉALIS BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING DOES NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 3.

8.2 **Exclusion of Consequential and Related Damages.** EXCEPT AS SET OUT IN SECTION 8.3



BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE ONLINE SERVICE AND/OR THIS MSA, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE ONLINE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE ONLINE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF BORÉALIS AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN THEM.

8.3 Exceptions. THE LIMITATIONS AND EXCLUSIONS OF SECTIONS 8.1 AND 8.2 ABOVE DO NOT APPLY TO ANY LIABILITY RESULTING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS OR BREACH OF CONFIDENTIALITY.

9 TERM AND TERMINATION

9.1 Term of Subscriptions to Online Service. Customer's right to use the Online Service begins on the start date specified in the Order and continues for the period set out therein (each a "Subscription Term").

9.2 Termination for Cause. This MSA and applicable Orders may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this MSA and does not cure such breach prior to the end of such thirty (30) day period, (ii) effective immediately and without notice if the other party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted hereunder. Boréalís may temporarily cease performance of its obligations during any Customer cure period.

9.3 Termination for Convenience. This MSA and applicable Orders may be terminated for convenience by Customer by transmitting a 30-day termination notice to Boréalís. Any prepaid fees corresponding to the then-remaining portion of

the Subscription Term will be refunded by Boréalís.

9.4 Retrieval of Customer Data. In the event of termination or expiration of the Subscription Term under an Order and provided no amount is then owed to Boréalís by Customer, upon Customer's request made within 30 days after the effective date of applicable termination or expiration, Boréalís will make Customer Data available for download by Customer in CSV or PDF formats. After such 30-day period, Boréalís will have no obligation to maintain or provide any Customer Data and will thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

9.5 Survival. Except to the extent expressly provided to the contrary herein, Sections 4 through 10 will survive the termination of this MSA.

10 GENERAL

10.1 Relationship. Boréalís and Customer are independent contractors, and this MSA does not create a partnership, joint venture, employment or agency relationship between the parties. This is a non-exclusive arrangement.

10.2 Entire Understanding; Modifications. This MSA, including all Orders, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, oral or written, regarding the subject matter covered by this MSA. To the extent of any conflict or inconsistency between the provisions of this MSA and any Order, the terms of this MSA will prevail unless the parties clearly indicate their intent to supersede the terms of this MSA. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or in any other ordering documentation will be incorporated into or form any part of this MSA, and all such terms or conditions will be null and void.

10.3 Waiver. No waiver of any breach of this MSA, and no course of dealing between the parties, will be construed as a waiver of any subsequent breach of this MSA.



10.4 **Severability.** If any provision of this MSA is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified and interpreted by the court so as best to accomplish the intent of the original provision. The invalidity or unenforceability of any provision will not affect any of the other provisions of this MSA.

10.5 **Governing Law and Venue.** This MSA will be governed by and construed under the laws in force within the Province of Quebec, Canada, excluding its conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this MSA. The courts located in Montreal, Province of Quebec, Canada will have exclusive jurisdiction to adjudicate any dispute relating to this MSA. Each party hereby irrevocably consents to the exclusive jurisdiction of such courts.

10.6 **Publicity.** After obtaining Customer's written consent, Boréalisis may reference and use Customer's name and trademarks and may disclose the nature of the Online Service provided hereunder in Boréalisis business development and marketing efforts, including without limitation its web site.

10.7 **Assignment.** Customer may not assign this MSA, or Orders to any third party without the prior written consent of Boréalisis, such consent not to be unreasonably withheld. Any purported assignment in violation of this Section shall be void. This MSA binds and benefits the parties, their respective successors and permitted assigns. There are no third party beneficiaries to this MSA.

10.8 **Notices.** Boréalisis may give notice to Customer by means of electronic mail to

Customer's e-mail address on record in Boréalisis' account information, or by written communication sent by postal mail or nationally recognized overnight delivery service to Customer's address on record in Boréalisis' account information. Customer may give notice to Boréalisis by electronic mail or by written communication sent by postal mail or nationally recognized overnight delivery service addressed to Boreal – Information Strategies 2014 Inc., 175 Péladéau Street, Magog (Québec) J1X 5G9 Canada, Attention: Legal Department. Notice will be deemed to have been given upon receipt or, if earlier, two (2) business days after mailing, as applicable.

10.9 **Local Laws and Export Control.** Each party will comply with applicable export laws and regulations in providing and using the Online Service. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Customer must not permit Authorized Users to access or use Online Service in violation of any U.S. export embargo, prohibition or restriction.

10.10 **Force Majeure.** Except for performance of a payment obligation, no party will be liable under this MSA for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to a cause beyond a party's reasonable control (a "**Force Majeure Event**"). If the Force Majeure Event continues for more than thirty (30) calendar days, then either party may terminate the MSA for convenience upon written notice to the other party.



SCHEDULE B

Service Levels

1 SERVICE LEVELS

1.1 Help Desk Response and Resolution Times.

Help desk response time and resolution of problems will be measured for service calls (telephone or email) placed by Customer to Boréal's help desk each calendar month. Boréal's response time to service calls to the help desk will be measured as the time between the reception of a call or email and the acknowledgement of its reception by Boréal during regular business hours (Monday to Friday, 9am to 5pm Eastern Time – GMT-5). Boréal's resolution time of problems reported in a service call will be measured as the time between the acknowledgement of the reception of the service call by Boréal and the implementation by Borealis of a fix or workaround for the problem reported. The Service Level for response and resolution times to service calls:

| Severity | Target Response Time | Target Resolution Time |
|------------|----------------------|------------------------|
| 1 – High | 4 hours | 24 hours |
| 2 – Medium | 8 hours | 5 Business Days |
| 3 - Low | 8 hours | Next release |

For the purposes of this Section, the severity level and corresponding description referred to in the table above have the following meanings:

Severity 1 - High - A Severity 1 Problem arises when the Online Service cannot be accessed or is unable to function properly and no workaround is immediately available.

Severity 2 - Medium - A Severity 2 Problem arises when a major feature or functionality is not available or not functioning properly and use of the Online Service is severely reduced or impacted.

Severity 3 - Low - A Severity 3 Problem arises when a minor problem exists with the Online Service and a workaround is available or when the problem is cosmetic.

Issue Escalation. In the event Boréal fails to meet a response or resolution time set forth above or fails to meet the Availability Target for 2 consecutive months, Customer may escalate the issue to the relationship managers identified below and thereafter to the senior management identified below:

- 1st escalation step: Director of Technical Support
TechSupportDirector@boreal-is.com;
- 2nd escalation step: Christian de Grâce
Managing Director
cdegrace@boreal-is.com

Boréal will promptly respond to any Issue Escalation raised by Customer and use good faith efforts to promptly resolve any issues raised by Customer. If Customer and Boréal are unable to resolve such issues to the satisfaction of the Customer, acting reasonably, Customer may terminate the MSA with no liability by providing Boréal with a seven (7) days notice.



1.2 **Availability.** Boréal is will make the Online Service available at least 99.5% of the time (“**Availability Target**”), except as provided below. Availability will be calculated per calendar month, as follows:

$$\frac{(Total - Downtime)}{Total} * 100 \geq Availability Target$$

Where:

- “**Total**”: means the total number of minutes in the calendar month minus the number of minutes of Excluded downtime during such month;
- “**Excluded**” means:
 - Any planned downtime; Boréal is will use commercially reasonable efforts to schedule all planned downtime during 12 AM to 8 AM on Saturdays or Sundays (in the relevant datacenter’s time zone), except downtime for major service releases, which Boréal is will use commercially reasonable efforts to schedule during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday; and
 - Any unavailability caused by a problem with a Third Party Offering or a Force Majeure Event, including, without limitation, strikes or other labor problems (other than those involving Boréal is employees), delays caused by failures of hardware, software or network assets outside of Boréal is’ infrastructure, or denial-of-service or other similar attacks out of Boréal is’ control.
- “**Downtime**”: means downtime that is not Excluded.