



Rolldog Master Customer Agreement (updated June 30, 2020)

This Master Customer Agreement (“AGREEMENT”) governs the CUSTOMER’s acquisition and use of Services ordered from Rolldog Ltd. specified in the Order. **By executing and submitting the Order that references this AGREEMENT, CUSTOMER acknowledges that it has had the opportunity to view the AGREEMENT and hereby agrees to the terms and conditions contained herein.** The individual(s) executing the Order represent that they have the authority to bind CUSTOMER to the AGREEMENT.

BACKGROUND:

The Customer desires to procure access to the functionality of a certain software solution from ROLLDOG for the Customer’s own use.

ROLLDOG is prepared to provide such access to the software solution on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the promises, mutual covenants contained herein, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the parties hereto agree as follows:

ARTICLE I - INTERPRETATION

1.1. Definitions. In this Agreement, the following terms have the following meanings:

“**Customer Data**” means any data or other content provided by Customer or its end users and stored by ROLLDOG in connection with providing the Licensed Service to Customer under this Agreement.

“**Confidential Information**” means all information that (i) relates to a party’s past, present or future research, development, business activities, personnel, finances, non-public product pricing, products, services, inventions, algorithms, reports, data, software or technical knowledge, (ii) relates to this Agreement or the terms and conditions thereof, or (iii) has been marked as confidential, or identified as confidential if delivered orally and, in any case, disclosed by or on behalf of either party or subsidiaries (the “Disclosing Party”) to the other party (the “Recipient”). Confidential Information does not include any information which: (i) at the time of its disclosure is publicly available otherwise than as a result of disclosures in breach of a duty or obligation to the Disclosing Party and through no fault of the Recipient; (ii) is rightfully received from a third party not in breach of any obligation of confidentiality (iii) was independently developed by a party without access to Confidential Information; and (iv) the Recipient can prove was previously known to the Recipient at the time of disclosure.

“Derivative Works” means a work which is based on the Software, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which the underlying work may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the copyright in the underlying work, would constitute a copyright infringement. Derivative Works are subject to the ownership rights and licenses of others in the underlying work.

“Designated Site” means the location set out in the Order form from which Customer is permitted access the Licensed Service.

“Effective Date” means the date set out in the Order Form.

“Intellectual Property Rights” include: (A) any and all proprietary rights provided under (i) patent law, (ii) copyright law, (iii) design patent or industrial design law, (iv) semi-conductor chip or mask work law, or (v) any other statutory provision or common law principle which may provide a right in either (a) ideas, formulae, algorithms, concepts, inventions or know-how generally, including trade secret law, or (b) the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (B) any and all applications, registrations, licenses, sub-licenses, or any other evidence of a right in any of the foregoing.

“License Fee” shall have the meaning set out in the Order Form. If no license fee is set out in the Order Form, then CUSTOMER shall only be required to pay the Maintenance and Support Fee.

“Licensed Service” means making available the functionality of the Software on a network.

“Maintenance and Support Fee” has the meaning set out in section 5.2.

“Maintenance and Support Services” has the meaning set out in section 3.1

“Person” includes any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.

“Software” means the software described in the Order Form, (including all Updates provided in connection with the Maintenance and Support Services and including any documentation and specifications therefor).

“Term” has the meaning set out in section 8.1.

“Update” means a set of procedures or new program code that ROLLD OG implements to correct defects in the Software and which may include modifications to improve performance or a revised version or release of the Software which may incidentally improve its functionality, but expressly excludes Upgrades (the determination of whether a version or release is an Update or Upgrade in accordance with this and the following definition shall be made by ROLLD OG in its sole discretion acting reasonably).

“Upgrade” means a new version or release of the Software that ROLLD OG makes generally available to its CUSTOMERs to improve the functionality of, or add functional capabilities to, the Software.

ARTICLE II – GRANT OF RIGHTS / OBLIGATIONS OF ROLLD OG

- 2.1 Grant of Rights.** Subject to the terms and conditions of this Agreement, ROLLD OG grants to CUSTOMER a limited, non-transferable, non-exclusive, terminable right to access the Licensed Service solely for CUSTOMER’s internal purposes at the Designated Site for the purpose set out in the Order Form
- 2.2 Restrictions.** CUSTOMER shall not: (a) resell, transfer, lease, export or provide any access to the Licensed Service to any Person whatsoever except as and when authorized to do so by this Agreement; (b) use the Licensed Service except as authorized herein; (c) attempt to reverse engineer the Licensed Service, or create Derivative Works based upon the Licensed Service, Software, or the accompanying documentation; (d) use the Licensed Service to act as a service bureau, in whole or in part, for any other Person; (e) permit any persons to use the Licensed Service except for those of its employees who have been authorized by ROLLD OG to access the Licensed Service; and (f) shall not during the Term and one (1) year thereafter, develop or offer any product or service that is similar to, equivalent to, or competitive with the Licensed Service. CUSTOMER shall take all reasonable precautions to prevent third parties including CUSTOMER’s employees, agents and contractors from using the Licensed Service and Confidential Information of ROLLD OG in any way that would constitute a breach of this Agreement including, without limitation, such precautions as CUSTOMER would otherwise take to protect its own proprietary software or hardware or information. CUSTOMER will and will cause each of its respective authorized contractors, agents, and employees to comply with this Agreement and the restrictions contained herein and any breach of the terms of this Agreement by any such person shall be deemed to be a breach by CUSTOMER.
- 2.3 Ownership of Licensed Service.** CUSTOMER acknowledges and agrees that the Licensed Service, Software and all Intellectual Property Rights therein are and shall at all times remain the exclusive property of ROLLD OG (or its affiliates or licensors). Except as provided in Section 2.1, no rights, title or ownership interest of any kind whatsoever in the Licensed Service or Software have been granted to CUSTOMER under this Agreement.
- 2.4 Subcontracting.** ROLLD OG shall have the right, exercised from time to time, in its own discretion and upon prior notice to the CUSTOMER, to subcontract or delegate its obligations and responsibilities hereunder to any Person. For greater certainty, the foregoing right shall include without limitation the right to subcontract or outsource the hosting of the Licensed Service.
- 2.5 Professional Services.** Upon the mutual agreement of the parties, ROLLD OG will perform certain services for CUSTOMER, such as consulting, development, testing, implementation, integration, installation, application hosting, content procurement, organization and administration, software customization, training and education (collectively, the “Services”), as specified in one or more statements of work (each, a “SOW”) signed by the parties from time to time. To the extent the SOW calls for the creation of work product, such work product and all related Intellectual Property Rights shall be owned exclusively by ROLLD OG unless a SOW provides otherwise and explicitly

states that it is intended to supersede this provision. Each party acknowledges that each SOW incorporating some or all of the terms of this Agreement constitutes a separate agreement of the parties thereto. As such, breach or termination of any SOW will only be a breach or termination of that particular SOW unless otherwise specifically provided in any such SOW.

- 2.6 Data Security.** ROLLDOG will implement reasonable measures to secure the Customer Data against accidental or unlawful loss, access, or disclosure. ROLLDOG will not access or use the Customer Data except as permitted under this Agreement. ROLLDOG will not: (a) disclose the Customer Data to any government or third party except as necessary to comply with the law or a binding order of a governmental body. ROLLDOG will give CUSTOMER notice of any legal requirement or order referred to in this Section 2.6, provided such notice would not violate the law or a binding order of a governmental body.
- 2.7 Temporary Suspension.** In addition to any other remedies available under this Agreement, ROLLDOG may suspend CUSTOMER's or any end user's right to access or use any portion of the Licensed Service immediately upon notice to CUSTOMER if ROLLDOG determines that CUSTOMER's or its end user's use of the Licensed Service: (a) poses a security risk to the Licensed Service any third party, or (b) could adversely impact ROLLDOG's systems, the Licensed Service, the Customer Data, or the data of any other ROLLDOG customer.

ARTICLE III – MAINTENANCE AND SUPPORT

- 3.1 Provision.** During the Term of this Agreement, CUSTOMER shall purchase the software maintenance and support services in accordance with the terms of this ARTICLE III and Schedule B in respect of the Licensed Service accessed at the Designated Site (the "Maintenance and Support Services").
- 3.2 Exclusions.** ROLLDOG shall not be required to provide Maintenance and Support Services (a) to any Person other than CUSTOMER; and (b) in respect of any software or technology that is not part of the Licensed Service. For greater certainty, ROLLDOG shall not be responsible for providing Maintenance and Support Services in respect of any third-party software or hardware.

ARTICLE IV– OBLIGATIONS OF THE CUSTOMER

- 4.1 Customer Co-operation.** The CUSTOMER acknowledges that the ability of ROLLDOG to provide the Maintenance and Support Services requires the co-operation of the CUSTOMER in providing ROLLDOG with timely responses to requests for information, and the prompt and timely performance by the CUSTOMER of its obligations. The CUSTOMER agrees that, in the event it fails to perform any of its responsibilities set out

in this Agreement in a timely manner, and such failure is the direct cause of any delays in the performance by CUSTOMER of its obligations hereunder, or results in additional costs or expenses being incurred by ROLLDOG, then the CUSTOMER agrees to compensate ROLLDOG for the actual additional costs or expenses so incurred.

- 4.2 Customer Contact.** CUSTOMER shall appoint a representative who shall provide professional and prompt liaison with ROLLDOG, have the necessary expertise and authority to commit the CUSTOMER, be available at all times when requested by ROLLDOG and meet with ROLLDOG's representatives at regular intervals to be agreed upon to review progress and resolve any issues related to this Agreement, including without limitation the Maintenance and Support Services.
- 4.3 Grant of Rights in Customer Data.** CUSTOMER grants to ROLLDOG an irrevocable, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use and modify the Customer Data to: (i) perform its obligations under this Agreement, including without limitation to store the Customer Data and to provide the Licensed Service; and (ii) combine the Customer Data with data of other Customers in a manner that produces non-identifiable aggregated data (collectively "Aggregated Data"), in order to analyze the Aggregated Data and improve the Licensed Service and to permit ROLLDOG to develop other products and services.
- 4.4 Restrictions on Customer Data.** CUSTOMER hereby acknowledges that it shall not provide any personally identifiable information to ROLLDOG in connection with the Licensed Service or any other services under this Agreement. CUSTOMER will ensure that CUSTOMER's and its end users' use of the Customer Data does not breach any provision of this Agreement and does not violate any law.
- 4.5 End Users.** CUSTOMER shall be responsible for all actions of its end users, including without limitation any action relating to the Customer Data and the Licensed Service. CUSTOMER will ensure that all end users comply with their obligations under this Agreement. If CUSTOMER becomes aware of any violation of its obligations under this Agreement caused by an end user, CUSTOMER will immediately suspend access to the Customer Data and the Licensed Service by such End User.

ARTICLE V - PAYMENT

- 5.1 License Fee.** The CUSTOMER will pay to ROLLDOG the License Fee. Any License Fee may be increased at ROLLDOG's sole discretion up to a maximum of 5% once per calendar year on 30 days' written notice.
- 5.2 Maintenance and Support Fee (if applicable).** CUSTOMER will pay in advance annual Maintenance and Support Services fees set out in Schedule B (the "Maintenance and Support Fee"). ROLLDOG shall have the right to increase the Maintenance and Support Fee and any other hourly rate at ROLLDOG's sole discretion up to a maximum of 5% no more than once annually by giving written notice to the CUSTOMER not less than thirty (30) days prior to the date of annual invoice.

- 5.3 Invoices.** All invoices shall be paid by the CUSTOMER within thirty (15) days of the date of the invoice without deduction, withholding or setoff of any kind, except in the event the CUSTOMER disputes the amount owing under the invoice, in which case the CUSTOMER shall notify ROLLD OG of the dispute and pay the undisputed portion of the invoice. The parties shall thereafter attempt in good faith to resolve the dispute to their mutual satisfaction, following which the CUSTOMER shall forthwith pay any unpaid amounts agreed by the parties to be due. Failing receipt of such notice from the CUSTOMER, ROLLD OG shall have the right, in addition to any other remedies, to charge, and the CUSTOMER shall pay, interest on overdue amounts at the rate of twelve percent (12%) per year.
- 5.4 Taxes.** All fees and other amounts arising under this Agreement are exclusive of all taxes, duties and other similar amounts, and CUSTOMER shall be responsible for paying such taxes, duties and similar amounts (except for taxes on ROLLD OG's income). If any withholding tax or similar levy is applicable to the royalties or other fees or amounts payable to ROLLD OG, CUSTOMER shall pay such additional amount as shall result in ROLLD OG receiving the total amount that would have been paid but for such tax or levy.

ARTICLE VI- CONFIDENTIALITY AND NON-SOLICITATION

- 6.1 Non-Disclosure.** Each party who receives Confidential Information (referred to in this section as the "Receiving Party") of the other party (referred to in this section as the "Disclosing Party") shall hold such Confidential Information in trust and confidence for and on behalf of the Disclosing Party and shall not, except as expressly authorized hereunder or in writing by the Disclosing Party, use, copy or disclose to any third party any Confidential Information so received. Each Receiving Party shall take appropriate action by instruction, agreement or otherwise to ensure that its directors, officers, employees, consultants and agents are required to keep confidential all Confidential Information of the Disclosing Party which is disclosed to or comes into the possession of any of them. The Receiving Party agrees to obtain from any independent contractor, agent or other person to whom disclosure of the Disclosing Party's Confidential Information is made in carrying out such purposes, a written covenant not to further disclose or make use of any of the Disclosing Party's Confidential Information in any manner whatsoever.
- 6.2 Non-Solicitation of Employees.** During the term of this Agreement and one year thereafter, neither party shall individually or in partnership or in conjunction in any way with any person or persons, whether as principal, agent, consultant, shareholder, guarantor, creditor or in any other manner whatsoever actively solicit or endeavor to entice away from the other party or its affiliates, any person who performed services under this Agreement, who is employed or retained as a full time consultant by the other party or its affiliates during the term of this Agreement, or interfere in any way with the employment or other relationship between any such person and the other party or its affiliates.

- 6.3 Injunctive Relief.** Each party acknowledges and agrees that the breach by it of any of the provisions of this ARTICLE VI would cause serious and irreparable harm to the other party which could not adequately be compensated for in damages, and hereby consents to the other party seeking an injunction being issued against it restraining it from any further breach of such provision, but the provisions of this section shall not be construed so as to be in derogation of any other remedy which the other party may have in the event of such a breach.

ARTICLE VII– WARRANTIES AND INDEMNITIES

- 7.1 Warranties.** Each party acknowledges that the other party is relying on the following representations and warranties:

- (a) ROLLD OG represents and warrants that it is the owner or licensee of the Intellectual Property Rights in the Licensed Service and has the right to grant the rights in section 2.1 of this Agreement;
- (b) CUSTOMER represents and warrants that: (i) CUSTOMER has sufficient rights to the Customer Data to grant the rights in Section 4.3, and (ii) the Customer Data does not infringe the Intellectual Property Rights of any third party does not contain any personally identifiable information;
- (c) Each party represents and warrants that it is not under any contractual obligation that conflicts with its obligations or the rights granted in this Agreement;

- 7.2 Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED SERVICE, THE SOFTWARE, OR ANY OTHER SERVICES OR PRODUCTS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE OTHERWISE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. ROLLD OG DOES NOT WARRANT THAT THE LICENSED SERVICE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT THE BUSINESS RESULTS OBTAINED FROM THE USE OF THE LICENSED SERVICE WILL BE APPROPRIATE OR ADEQUATE FOR CUSTOMER OR END USERS AUTHORIZED TO USE THE SERVICE. ROLLD OG SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THIRD PARTY SYSTEMS, WHETHER OR NOT SUCH SYSTEMS OR OTHER MATERIALS ARE INCORPORATED IN THE LICENSED SERVICE.

- 7.3 Limitation of Liability.** IN NO CIRCUMSTANCES SHALL ROLLD OG BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS, LOSS OF BUSINESS REVENUE, LOSS OR RELEASE OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, NOR SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING IN CONNECTION WITH USE (OR INABILITY TO USE) OR PERFORMANCE OF THE LICENSED SERVICE, SOFTWARE, OR ANY OTHER SERVICES OR PRODUCTS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SAME AND

REGARDLESS OF THE CAUSE OF ACTION (INCLUDING BREACH OF CONTRACT, INCLUDING FUNDAMENTAL BREACH, AND NEGLIGENCE). NOTHING IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR RESTRICT LIABILITY OF ROLLD OG FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, OR FRAUD.

- 7.4 Direct Damages.** Except for claims under Sections 6.1, 7.5, and 7.6, as well as the non-payment of fees by CUSTOMER, the liability of either party under this Agreement will be limited to direct damages. ROLLD OG' aggregate liability for direct damages, if any, whether based on negligence, breach of contract (whether or not a fundamental breach), warranty or other legal theory, will not exceed, without duplication and including all events or claims, an amount equal to the License Fees paid by CUSTOMER to ROLLD OG in the immediately preceding one-year period under this Agreement.
- 7.5 Indemnity by ROLLD OG.** ROLLD OG will defend and indemnify CUSTOMER from and against any liabilities and costs finally imposed upon CUSTOMER by a competent court of law arising out of any claim that the Licensed Service infringes any third party Canadian patent or copyright, provided that: (a) CUSTOMER promptly notifies ROLLD OG in writing of the claim; (b) CUSTOMER co-operates with ROLLD OG in the defense of such claim; (c) ROLLD OG has sole control of the defense and all related settlement negotiations; and (d) CUSTOMER has no authority to settle any claim on behalf of ROLLD OG. ROLLD OG shall not be responsible for any claims settled or adjudicated prior to written notification of the claim to ROLLD OG and assumption of control of the settlement or defense of such claim. If such claim has occurred, or in ROLLD OG' opinion is likely to occur, ROLLD OG's sole obligation, and CUSTOMER's sole remedy, shall be to: (i) procure for CUSTOMER the right to continue using the Licensed Service, (ii) replace or modify the same so that it becomes non-infringing without loss of functionality, or (iii) terminate this Agreement and refund the License Fees paid by CUSTOMER in the preceding one year period. ROLLD OG will have no liability for any claim of infringement arising as a result of: i) CUSTOMER's use of the Licensed Service in combination with any items not supplied or recommended in writing by ROLLD OG where such combination is the basis of the infringement claim; ii) any modification of the Licensed Service by CUSTOMER or third parties; iii) use of other than the latest version of the Licensed Service if use of the latest version would avoid the infringement; and iv) use of the Licensed Service outside the scope of the rights granted in section 2.1.
- 7.6 Indemnity by CUSTOMER.** CUSTOMER acknowledges that ROLLD OG is providing only a technical tool for CUSTOMER to utilize the functionality in the Order Form, and that ROLLD OG has no control over the manner in which CUSTOMER utilizes such functionality. CUSTOMER will hold harmless, defend and indemnify ROLLD OG, its employees, officers, directors, agents, licensees and Customers from and against any actual or threatened claims, lawsuits, or demands of third parties (collectively "Claim") that arise from: (i) the use of the Licensed Service by CUSTOMER or CUSTOMER's end users, or (ii) the Customer Data infringing any third party Intellectual Property Rights, provided that: (a) ROLLD OG promptly notifies CUSTOMER in writing of the Claim; (b) ROLLD OG co-operates with CUSTOMER in the defense of the Claim; (c) CUSTOMER has sole control of the defense and all related settlement negotiations; and (d) ROLLD OG has no authority to settle any Claim on behalf of CUSTOMER. CUSTOMER shall not be

responsible for any Claims settled or adjudicated prior to written notification of the Claim to CUSTOMER and assumption of control of the settlement or defense of the Claim.

ARTICLE VIII - TERM AND TERMINATION

- 8.1 Term.** This Agreement shall commence on the Effective Date and continue for one (1) year, and shall automatically renew for subsequent one (1) year terms unless a party provides to the other party written notice of its intention not to renew at least ninety (90) days prior to the end of the initial term or a renewal term, as the case may be. The initial term and any renewal terms shall collectively be referred to as the “Term”.
- 8.2 Termination for Default.** This Agreement may be terminated by either party upon the occurrence of one of the following events:
- (a) if the other party fails to perform or comply with any material term, condition or covenant of this Agreement and does not remedy its failure within thirty (30) days after receiving a written notice specifying the failure and requiring that it be remedied; or
 - (b) if the other party: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iii) becomes bankrupt or insolvent or commits an act of bankruptcy or takes or attempts to take advantage of any law or statute for the relief of bankrupt or insolvent debtors; or (iv) ceases to carry on business.
- 8.3 Effect of Termination.** Upon the termination or expiration of this Agreement, all licenses and other rights granted to CUSTOMER under this Agreement shall terminate. For greater certainty, CUSTOMER acknowledges and agrees that ROLLD OG shall have the right to discontinue CUSTOMER’s access to the Licensed Service on the date of termination without any liability to CUSTOMER whatsoever.

ARTICLE IX- GENERAL

- 9.1 Notice.** All notices hereunder shall be in writing and shall be duly given if: (i) delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing in this Agreement; or (ii) by email if addressed to an officer of ROLLD OG and acknowledgment of receipt is received by the sender. Any notice given shall be deemed to have been received on the date which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof, and on the date that confirmation of receipt is received if emailed.
- 9.2 Force Majeure.** Notwithstanding anything else in this Agreement, ROLLD OG shall not be

liable for any failure or delay in performance of its obligations hereunder if such failure or delay results (directly or indirectly) from any cause outside ROLLDOG' reasonable control, including without limitation as industrial dispute, natural disaster, war, terrorism, riots, power outages, network outages, general scarcity of transport, goods and energy, and the unavailability of services, supplies or other items from third parties.

- 9.3 Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party, provided however, ROLLDOG shall have the right to assign this Agreement without consent to an affiliate or in connection with the sale of its business.
- 9.4 Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 9.5 No Joint Venture.** Nothing herein contained shall be construed to constitute a partnership or joint venture between the Parties and neither party shall have the power to obligate or bind the other party in any manner whatsoever.
- 9.6 Survival.** ARTICLE IV, ARTICLE VI, ARTICLE VII, ARTICLE VIII, and ARTICLE IX shall survive the termination or expiration of this Agreement, regardless of the basis of the termination.
- 9.7 Entire Agreement.** The parties agree that this Agreement constitutes the complete and exclusive statement of the terms and conditions between them covering the performance thereof and cannot be altered, amended or modified unless made in writing and executed by both parties. Any representation, warranty or condition, written or otherwise, not expressly contained in this Agreement or in an authorized written amendment thereto shall not be enforceable by either party. Each of the Parties acknowledges that it has not been induced to enter into this Agreement by any representations not specifically stated herein.
- 9.8 Invalidity.** If any of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.
- 9.9 Dispute Resolution.** In the event that the parties are unable to agree upon any matters pursuant to this Agreement, the disputed matter shall be referred in the first instance to the appointed representatives of the parties. If the representatives are unable to resolve the disputed matter within a reasonable time, they shall refer the matter to the ROLLDOG project manager and the CUSTOMER project manager. If these two representatives cannot reach a mutually acceptable agreement within the following two (2) weeks, or such other period as may be agreed by the parties in writing, the matter shall be referred to the Presidents of ROLLDOG and CUSTOMER or such other officers of the company that either President may designate. In the event they cannot reach a mutually acceptable resolution within two (2) weeks, or such other period as may be agreed by the parties in writing, either party shall be entitled to request arbitration in

accordance with the rules of the Canadian Arbitration Association ("CAA") as amended, and the laws of the Province of Ontario then in effect. The arbitration shall be before one arbitrator. The Parties shall agree on an arbitrator within ten (10) Business Days after the request for arbitration, and if they fail to so agree, then the arbitrator will be selected by the head of the Toronto office of the CAA. The decision of the arbitrator, which may include the award of costs in the matter, shall be final and binding upon the parties. Except as otherwise specifically provided, neither party shall initiate litigation unless and until this dispute resolution procedure has been employed or waived. Notwithstanding the foregoing, either party may seek injunctive relief with respect to any disputed matter without following the dispute resolution procedure set forth above.

- 9.10 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction). Both Parties agree to attorn to the jurisdiction of the Courts of Ontario and the Federal Court of Canada sitting in Toronto, Ontario, Canada.
- 9.11 Counterparts.** This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute an Agreement.

SCHEDULE A – MAINTENANCE AND SUPPORT

NOTE: Start Date and Initial Term are governed by the details of the Order

1. SCOPE OF MAINTENANCE AND SUPPORT SERVICES

1.1 The Maintenance and Support Services consist of the following:

1.1.1 Updates: ROLLD OG shall provide Updates to the software components included in the Licensed Service (“Software”) whenever ROLLD OG provides them to its other customers generally.

1.1.2 Upgrades: ROLLD OG shall provide Upgrades to the Software that are released during the term of the Agreement.

1.1.3 Requests to Repair Errors: ROLLD OG will review CLIENT requests to fix errors in the Software. If ROLLD OG determines that the request does relate to an error in the Software, then ROLLD OG shall repair such error in accordance with the terms of this Schedule at no additional charge to CLIENT. If ROLLD OG determines that the request does not relate to an error in the Software, then ROLLD OG shall have no further obligations in respect of same pursuant to this Agreement. However, nothing in this Agreement shall prohibit ROLLD OG and CLIENT from agreeing to terms under which ROLLD OG may attend to the request to CLIENT’s satisfaction.

1.2 Any change to the Software that is necessary to adapt the Software to any changes in third party software, hardware or systems shall not be considered part of Maintenance and Support Services and shall be charged on a time and materials basis.

1.3 ROLLD OG reserves the right not to support any version of the Software that is older than the most recent prior production version of the Software or any customizations, modifications or enhancements made by any Person other than ROLLD OG, provided that ROLLD OG will support each version of the Software for at least 12 months after it is delivered to CLIENT.

2. SERVICE DESK

2.1 Location: ROLLD OG will establish and maintain a Service Desk at its offices within a 200km radius of the Greater Toronto Area. (or at such location as may be determined by ROLLD OG from time to time).

2.2 Basic Services: ROLLD OG will provide the following basic Service Desk services:

- (a) email answering and dispatch;
- (b) problem management including trouble ticketing and call logging;
- (c) problem resolution; and
- (d) maintenance of website providing electronic support for the Software.

2.3 Service Hours: The ROLLD OG Service Desk will be available to receive emails or calls from the CLIENT between the hours of 9:00 a.m. and 5:00 p.m. Toronto time (EST), on business days in the Province of Ontario (“Service Hours”). ROLLD OG shall provide upon request by CLIENT a price quotation for extending the Service Hours.

2.4 Service Desk Response during Service Hours

2.4.1 For all CLIENT emails received during Service Hours, the ROLLD OG Customer Service Representative will:

- (a) assign a priority code (as described in Section 3.1) to the call;
- (b) provide a good faith estimate for the time required for resolution, having regard to the nature of the question or problem and the priority code assigned to it; and
- (c) attend to each service call in the order of the priority codes and date of receipt of the call.

2.5 Support after Service Hours

2.5.1 The Maintenance and Support Services do not include support outside Service Hours. Service fees in respect of support outside Service Hours are in addition to the Maintenance and Support fees. Support outside Service Hours shall be invoiced to CLIENT at the end of each month in which such services are rendered to CLIENT at ROLLD OG' premium time and materials rates for such services. Such support may be subject to a minimum charge of 1 hour per occurrence.

3. **PERFORMANCE STANDARDS**

3.1 Definitions and Priority Codes

3.1.1 "**Priority 1**" means a problem in the Software that disables the functionality of the Software for all users.

3.1.2 "**Priority 2**" means a problem in the Software that has a serious adverse impact on the functionality of the Software.

3.1.3 "**Priority 3**" means a problem that is not a Priority 1 or Priority 2 problem, and that has a material effect on the functionality of the Software.

3.2 ROLLD OG will respond to each service call as follows in accordance with the corresponding priority codes.

3.2.1 Priority 1: ROLLD OG will assign an incident manager and respond to CLIENT within 60 minutes, and use its commercially reasonable efforts, working diligently, to repair the error, defect or problem within two hours from receipt of the service call. If such error, defect or problem is not resolved within 24 hours of receipt, ROLLD OG qualified staff will work with CLIENT personnel continuously, either at ROLLD OG location, or, at CLIENT's request, at any CLIENT location. Reasonable travel, accommodation and living expenses (having regard to the urgency and short time frames) will be the responsibility of CLIENT if travel is requested by CLIENT.

3.2.2 Priority 2: ROLLD OG will assign an incident manager and respond to CLIENT within two hours, and use its commercially reasonable efforts, working diligently during Service Hours, to repair the error, defect or problem.

3.2.3 Priority 3: ROLLD OG will respond to CLIENT within one day and use its commercially reasonable efforts to repair the error, defect or problem within 30 days or, at the option of ROLLD OG, with the next major release of the Software.

3.3 The level of service and order of priority shall be determined by the priority codes assigned by ROLLD OG. If ROLLD OG receives an email for a lower priority service request, service for such item will be scheduled after all higher priority service tickets have been addressed