

# CANADIAN MASTER AGREEMENT

This Master Agreement is entered into between Our Group entity listed on the Order Form (“**We**”, “**Us**” or “**Our**”) and the customer identified in the signature block in the Order Form (“**You**” or “**Your**”). The Effective Date of this Master Agreement shall be the Effective Date in the Order Form. The parties agree to the following:

## 1. DEFINITIONS.

“**Anti-Bribery Laws**”: any and all applicable statutes, statutory instruments, by-laws, orders, directives, treaties, decrees and laws which relate to anti-bribery and/or anti-corruption, including the Foreign Corrupt Practices Act of 1977 (“FCPA”), Corruption of Foreign Public Officials Act (“CFPOA”) and any subsequent amendment or statute replacing the FCPA and the CFPOA.

“**Customer Data**”: any data and information that You or Your users provide, generate, transfer or make available to Us under the Agreement, whether printed, electronic, or in some other format.

“**Customer Portal**”: the website or other access point provided from time to time by which You generally access Support from Us.

“**Custom Modifications**”: custom software source code developed by Us to an agreed specification, which includes but is not limited to customized configurations, displays, formats and reports.

“**Documentation**”: the user instructions, release notes, manuals and on-line help files in the form generally made available by Us, regarding the use of the applicable Software or Services, as updated by Us from time to time.

“**Hardware**”: computer hardware, equipment and utilities supplied by Us pursuant to an Order Form.

“**including**”: means “including without limitation”.

“**Intellectual Property**”: any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, database rights, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which We have created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

“**License Metrics**”: the limitation on the usage of each of the Software or Services (as applicable) as designated and/or defined in the applicable Order Form by a term such as the number of concurrent users, named users, CPUs and the like. Common License Metrics for Us with definitions are as follows:

Concurrent Users: the total number of users that can access the system at any one time.

Named Users: total number of users that can use the system based on licenses provided to named individuals.

Employee Records Per Annum: a metric used in human capital management to identify the total number of employees processed within the relevant system.

Site: No limits on usage by user numbers. Limited to a single instance of the Software unless otherwise agreed.

Server: license is granted per server.

PC: license is granted per personal computer or terminal.

Per Item/Invoice/Transaction: Charges are made per item/invoice/transaction, to reflect volume metrics. Number of items/invoices/transactions not known at point of order.

(Pre-Paid) Per Item/Invoice/Transaction: Charges are made per item/invoice/transaction, to reflect volume metrics. A pre-agreed number of items/invoices/transactions set out in the Order Form and paid in advance.

“**Licensed Materials**”: Software, training materials, and/or any deliverables under Professional Services and Services collectively.

“**Our Group**” or “**Advanced**” means Advanced Computer Software Group Limited (CRN 05965280) and any majority owned subsidiary thereof.

“**Our Software**”: software product in machine readable object code (not source code) owned by Us, the Documentation for such product, and any Updates thereto. “Our Software” excludes Third Party Products.

“**Personally Identifiable Information**”: any information about an identifiable individual.

“**Professional Services**”: data conversion, implementation, site planning, configuration, integration and deployment of the Software, Custom Modification development, training, project management and other consulting services.

“**Services**”: means collectively any services offered by Us in an Attachment (defined in 2.1 below) which include but are not limited to (i) Professional Services; (ii) Support, and (iii) any additional services which are provided pursuant to an Attachment (all as defined in the relevant Attachment).

“**Software**”: Our Software, Custom Modifications and Third Party Product software that You procure from Us, collectively.

“**Support Services**” or “**Support**”: (i) for supported Software, the technical assistance for the level of assistance selected by You, and provision of Updates if and when available, (ii) for supported Hardware, the technical assistance with supported hardware indicated on the Order Form, for the level of assistance You selected. Support is provided subject to the terms of Our Support Policies (as may be amended by Us from time to time) in effect at the time the Support services are provided. The current version of Our Support Policies can be found on Our Customer Portal or are available on request (“**Support Policies**”).

“**Third Party EULA**” or “**EULA**”: the end user license agreement (if any) which governs Your use of or access to the applicable Third Party Product. This may take the form of a document which is published by the third party supplier and accompanies the Third Party Product that You procure from Us, or any terms determined by the relevant third party supplier on which We are entitled to sublicense the Third Party Product to You. Common EULAs may be found at <https://www.oneadvanced.com/collateral-terms/>. Where a Third Party Product uses and/or processes Personal Data third party data processing terms may apply in addition to the Data Protection provisions of this Agreement and/or the applicable EULA. It is Your responsibility to ensure You are aware of, and comply with, any third data processing terms which apply to any Third Party Products.

“**Third Party Product**”: software in object code form, database, service or content, including Documentation, updates and enhancements thereto if any, owned by an entity other than Us.

“**Updates**”: a new version of Software, if and when developed after the effective date of the Order Form, which We make generally available to Our customers as part of Software Support services. Updates include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions to the Software that enhance existing performance. Updates exclude new products, modules or functionality for which We generally charge a separate fee.

## 2. PURPOSE AND SCOPE.

**2.1 Master Agreement and Incorporation of Attachments.** This Master Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the licensing of software, other products and/or the provision of services. Additional product or service-specific terms and conditions are set forth in one or more “**Attachments**”. All references to the “**Master Agreement**” shall mean this document, exclusive of Attachments and Order Forms. All references to the “**Agreement**” shall include this Master Agreement, the Order Form and all Attachments, and Order Forms executed by the parties. The parties may execute, from time to time, additional Attachments, Order Forms or other exhibits under the terms of this Master Agreement.

**2.2 Incorporation of Order Forms.** “**Order Form**” means the document(s), regardless of actual name, including work orders, work authorizations, statements of work, and project plans, executed by the parties which incorporates by reference the terms of this Master Agreement and applicable Attachments, and describes order-specific information, such as description of products or services ordered, License Metrics, fees, and

milestones. At any time after execution of the initial Order Form, You may purchase additional products or services or otherwise expand the scope of existing licenses, upon Our receipt and acceptance of a new Order Form specifying the foregoing.

**2.3 Incorporation of EULAs.** Pursuant to clause 10.15, Your use of any Third Party Products that You procure from Us hereunder may be subject to, and You shall comply with, the Agreement and any applicable Third Party EULAs, if any.

### 3. FINANCIAL TERMS.

**3.1. Fees and Payment Terms.** Fees and payment terms are specified in the applicable Order Form. Unless expressly provided otherwise, the prices in the Agreement do not include sales tax, value added tax or any similar taxes, levies or duties. Prices do not include reasonable travel and accommodation expenses we incur in connection with Services we perform at Your site, which shall be charged to You at actual cost. We may increase the fees for Services at any time upon 30 days written notice. Unless otherwise specified in the Order Form, payment of all undisputed fees is due 30 days after the invoice date. Any bona fide disputed fees shall be resolved in accordance with the provisions of Clause 9 hereof. We reserve the right to charge interest on undisputed past due amounts from the date past due until paid, at the rate of twelve percent (12%) per annum. In the event of Your payment default, We will be entitled to suspend any or all Services upon 10 days written notice to You and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Us. Notwithstanding Our rights in this clause 3 or clause 8 of this Master Agreement, (a) We shall be entitled to collect all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then-current term of the applicable Order Form are immediately due and owing (but which are reduced on a prorata basis to the then current value of future payments), and (b) You shall be responsible to pay any collection expenses (including reasonable legal fees) incurred by Us. Unless expressly provided otherwise, fees paid or payable for Software or Services other than Professional Services are not contingent under any circumstances upon the performance of any Professional Services or any services by any third party. Payment of fees is under no circumstances subject or conditioned by the delivery of future products or functionality. You are not entitled to any set off, counter claim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**3.2. License Metrics.** All fees are based on the License Metrics purchased. Additional License Metrics and associated Support must be purchased and shall be invoiced to You in the event actual use exceeds the licensed quantity, at Our then-current fees. For the avoidance of doubt, We will bill You based on and You will be deemed to have purchased the higher of (i) the License Metrics set forth in the Order Form or (ii) actual usage ("**Purchased Quantity**"), regardless of submission or not of an Order Form. You may not decrease the Purchased Quantity during the Initial Term or any Renewal Term and there shall be no fee adjustments or refunds for any decreases in usage.

### 4. CONFIDENTIALITY.

**4.1 Defined.** By virtue of the Agreement, the parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("**Confidential Information**"). Confidential Information of Ours and/or Our licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, including without limitation all Order Forms, all trade secrets, software, source code, database, license keys, information about the Software or Services, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Licensed Materials, product roadmap, data and other information of Ours and Our licensors relating to or embodied therein.

**4.2 Non-Disclosure.** Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no

event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) except with respect to Personally Identifiable Information, is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party's possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. We or Our affiliates (which for the avoidance of doubt includes Our Group) may use and distribute, for any lawful purposes outside of the Agreement, Customer Data and any other data that You provide to Us, provided always that such data is aggregated anonymous, and de-identified. We and Our licensors or suppliers may monitor the usage, performance and operation of the Licensed Materials using electronic, remote and other means to access Your systems and without notice to You.

**4.3 Required Disclosure.** The receiving party may disclose Confidential Information of the disclosing party if it is required by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

**4.4 Personally Identifiable Information.** The parties acknowledge that, for the purposes of the Agreement and to the extent that We are required to process Personally Identifiable Information by or on behalf of You ("**Your Personal Data**"), You shall be the data controller and We shall be the data processor. For the avoidance of doubt, "data controller" means, a person or organization who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed; and "data processor" means, in relation to personal data, any person (other than an employee of the data controller) who processes the data on behalf of the data controller.

**4.4.1** To the extent that We process any of Your Personal Data, We warrant that at all times We will:

- 4.4.1.1** only process Your Personal Data strictly as required in the proper performance of the Agreement or otherwise in accordance with Your instructions from time to time (including promptly complying with any request from You requiring Us to amend, transfer or delete all or any of Your Personal Data);
- 4.4.1.2** not process any of Your Personal Data for any purpose other than outlined in clause 4.4.1.1;
- 4.4.1.3** not subcontract any processing of Your Personal Data without Your prior written authorization;
- 4.4.1.4** not do or procure anything to be done that does or may cause You to breach any data protection law;
- 4.4.1.5** ensure that all appropriate technical and organizational measures are at all times taken against the unauthorized or unlawful processing of any or all of Your Personal Data and against the accidental loss or destruction of, or damage to, any or all of Your Personal Data;
- 4.4.1.6** ensure that only those of Our personnel that have a need to access Your Personal Data for the purposes of the proper performance of the Agreement are granted access to such data and that such personnel comply with the provisions this clause 4.4;
- 4.4.1.7** promptly notify You if We become aware of any unauthorized or unlawful processing, loss of, damage to or destruction of any of Your Personal Data.

**4.4.2** You acknowledge that We are reliant on You for direction as to the extent to which We are entitled to use and process Your Personal Data. Consequently, We will not be liable for any loss or damage You may suffer in connection with any claim arising from any action or omission by Us, to the extent that such action or omission resulted directly from Your instructions.

## 5. LIMITED RIGHTS AND OWNERSHIP

**5.1 Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by Us and Our licensors. You acknowledge that: (i) all Licensed Materials are licensed and not sold; (ii) You acquire only the right to use the Licensed Materials and We and Our licensors shall retain sole and exclusive ownership of and all rights, title, and interest in the Licensed Materials, including without limitation (whether developed by Us, You or a third party) (a) Intellectual Property embodied or associated with the Licensed Materials, (b) Custom Modifications, deliverables and work product associated with the Licensed Materials, and (c) all copies and derivative works thereof; and (iii) the Licensed Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of Ours and Our licensors. You agree to secure and protect the Licensed Materials consistent with the maintenance of Our and Our licensors' rights therein, as set forth in this Master Agreement. You agree to execute such further instruments, and take such further actions as We may reasonably request, at Our expense, to apply for, register, perfect, confirm, and protect Our rights.

**5.2 Restrictions.** You shall not Yourself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Licensed Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Licensed Materials in whole or in part, for competitive purposes or otherwise, except as and only to the extent expressly permitted by law; (iii) allow access to, provide, divulge or make available the Licensed Materials to any user other than those who have licenses to access and all such users must be Your employees or individual contractors; (iv) allow use of the Licensed Materials by others such as Your affiliates or outsourcers without Our prior written consent; (v) write or develop any derivative works based upon the Licensed Materials; (vi) modify, adapt, translate or otherwise make any changes to the Licensed Materials or any part thereof; (vii) use the Licensed Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (viii) disclose or publish, without Our prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Licensed Materials; (ix) otherwise use or copy the Licensed Materials except as expressly permitted herein; (x) remove from any Licensed Materials identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features; or (xi) except as expressly permitted by the Agreement, use the Licensed Materials for hosting purposes.

**5.3 License Grant by You.** You grant to Us a non-exclusive, royalty free license to use equipment, software, Customer Data or Your other materials solely for the purpose of performing Our obligations under the Agreement.

**5.4 Enforcement.** You shall (i) ensure that all users of Licensed Materials comply with the terms and conditions of the Agreement, (ii) promptly notify Us of any actual or suspected violation thereof and (iii) cooperate with Us with respect to investigation and enforcement of the Agreement. Any breach of the Agreement by a user or users of the Licensed Materials shall be deemed to be a breach by You.

**5.5 No Copying.** Unless otherwise specified in an Attachment except as expressly but only to the extent permitted by law, You may not copy or reproduce the Licensed Materials in any manner. We and Our licensors' proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices must be reproduced on any such authorized copies.

## 6. INDEMNIFICATION.

**6.1 Your Indemnification.** We will defend or settle, at Our option and expense, any action, suit or proceeding brought against You that Our Software infringes a third party's patent or copyright, in the United States of America and

in Canada ("**Claim**"). We will indemnify You against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such Claim, provided that You: (i) promptly give Us written notice of the Claim; (ii) give Us sole control of the defense and settlement of the Claim; (iii) provide Us, at Our expense, with all available information and assistance relating to the Claim and cooperate with Us and Our counsel; (iv) do not compromise or settle such Claim; and (v) are not in material breach of any agreement with Us. We have no obligation to the extent any Claim results from: (a) You or Your users having modified Our Software, procured a modification from an unauthorized source, or used a release other than a current unaltered release of Our Software, if such an infringement would have been avoided by the use of a current unaltered release of Our Software, (b) Third Party Products unless such products have been supplied directly by Us (in which case the indemnity (if any) offered within the provisions of the relevant Third Party EULA shall apply), or (c) the combination, operation or use of Our Software with software not provided by Us. If it is adjudicated that an infringement of Our Software by itself and used in accordance with the Agreement infringes any copyright, or patent in the United States and/or Canada, We shall, at Our option: (I) procure for You the right to continue using Our Software; or (II) replace or modify the same so it becomes non-infringing or (iii) either party shall be entitled to terminate the Agreement or the applicable Order Form upon written notice to the other party. THIS CLAUSE 6 STATES OUR ENTIRE OBLIGATION TO YOU AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

**6.2 Our Indemnification.** You shall defend Us against any claim, demand, suit, or proceeding made or brought against Us and Our affiliates (which for the avoidance of doubt includes Our Group), Our employees, consultants, contractors and other suppliers (collectively, "**Indemnified Party**") (A) by Your users or (B) by a third party arising out of or related to (i) the Customer Data, (ii) Your or Your users' use of the Licensed Materials in violation of the Agreement, or infringing or misappropriating the rights of a third party or violating applicable law, (iii) Your or Your users use or misuse of the Licensed Materials or Your or Your users use or misuse of the Customer Data (including, without limitation, accessing, providing access, using or distributing the Customer Data), (iv) information transmitted by You or Your users using any of the Services; or (v) breach by You or Your users of applicable laws including without limitation any privacy or security rules, and shall indemnify each Indemnified Party for any damages finally awarded against, and for reasonable legal fees incurred by, the Indemnified Party in connection with any such claim that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action; provided that the Indemnified Party (a) promptly gives You written notice of the claim, (b) gives You sole control of the defense and settlement of the claim (provided that You may not settle or defend any Claim unless it unconditionally releases the Indemnified Party of all liability), and (c) provides You all reasonable assistance, at Your cost.

## 7. DISCLAIMERS AND LIMITATION OF LIABILITY.

**7.1.** THE WARRANTIES, IF ANY, SET FORTH IN THE ATTACHMENTS ARE IN LIEU OF, AND WE, OUR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT LICENSED MATERIALS OR SERVICES ARE ERROR-FREE, SECURE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION (ii) ANY AND ALL IMPLIED WARRANTIES OF QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY US, OUR AFFILIATES, OUR GROUP, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. YOU ACKNOWLEDGE THAT THE LICENSED MATERIALS HAVE NOT BEEN PREPARED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THAT IT IS THEREFORE YOUR RESPONSIBILITY TO ENSURE THAT THE FACILITIES AND FUNCTIONS DESCRIBED IN THE DOCUMENTATION MEET YOUR REQUIREMENTS. YOU

ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER TO ACHIEVE YOUR INTENDED RESULTS.

**7.2.** You assume sole responsibility and liability for any users' compliance with the terms and conditions of the Agreement. We shall have no liability for any claims, losses or damages arising out of or in connection with Your or any of Your users' use of the Licensed Materials, any third-party products, services, software or web sites that are accessed via links from within the Services.

**7.3.** Nothing in the Agreement shall in any way exclude or limit Our liability for any head(s) of loss which by law it is not possible to exclude or limit.

**7.4.** Our liability for the loss or damage to tangible property whether or not the same are under warranty shall be limited in accordance with clause 7.5 below.

**7.5.** SUBJECT TO CLAUSES 7.1, 7.2, 7.3 AND 7.6, OUR TOTAL LIABILITY FOR DIRECT LOSSES IN CONTRACT, TORT, MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE IN CONNECTION WITH THE AGREEMENT OR THE PROVISION OF THE LICENSED MATERIALS, SUPPORT, HARDWARE AND/OR ANY SERVICES FOR ANY AND ALL EVENTS AND/OR CLAIMS ARISING IN ANY YEAR SHALL BE LIMITED TO THE TOTAL CHARGES AND RESULTING SUMS PAID (EXCLUDING ALL APPLICABLE TAXES AND EXPENSES) BY YOU TO US IN THAT YEAR; FOR THE PURPOSES OF THIS CLAUSE, "**YEAR**" SHALL MEAN A PERIOD OF 12 MONTHS (OR SHORTER PERIOD IN THE PERIOD IMMEDIATELY PRIOR TO TERMINATION OF THE AGREEMENT) COMMENCING ON THE EFFECTIVE DATE OF THIS MASTER AGREEMENT OR ANY ANNIVERSARY OF SUCH EFFECTIVE DATE.

**7.6.** IN NO EVENT WILL WE BE LIABLE TO YOU IN CONTRACT, TORT, MISREPRESENTATION OR OTHERWISE, FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER, NOR FOR ANY DIRECT OR INDIRECT LOSS OF PROFIT, LOSS OF ANTICIPATED PROFITS, LOSS OF REVENUE, LOSS OF ANTICIPATED REVENUE, LOSS OF SAVINGS OR ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, INCREASES IN COST OF WORKING WHETHER ANTICIPATED OR NOT, LOSS OR CORRUPTION OF DATA, LOSS OF USE OR LOSS OF OPERATING TIME AND ANY COSTS AND EXPENSES ASSOCIATED THEREWITH, LOSS OR DAMAGE TO SOFTWARE OR DATA WHICH IT CONTAINS DURING REPAIR OR UPGRADE WHETHER OR NOT THE SAME ARE UNDER WARRANTY, THE COST OF PURCHASING ELSEWHERE, DEPLETION OF GOODWILL OR REPUTATION OR OTHERWISE WHICH ARISE OUT OF OR IN CONNECTION WITH THE AGREEMENT AND WHETHER OR NOT FORESEEABLE OR MADE KNOWN TO US.

**7.7.** If You supply any hardware or equipment or Third Party Product and such items impair Your system, cause it to fail, not to operate or not to operate properly in conjunction with Your system, We have no liability hereunder for any such impairment, failure, non-operation or improper operation.

**7.8.** We will use reasonable endeavors to ensure that the Services are supplied promptly in accordance with any dates as agreed by the parties having regard to the availability of personnel but any delivery dates or times quoted for delivery, commencement or completion of any part of the Services or deliverables will be estimates only and time will not be of the essence.

**7.9.** THE PARTIES HAVE CONSIDERED THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THE AGREEMENT IN THE CONTEXT OF ALL THE CIRCUMSTANCES OF THE TRANSACTION TO WHICH THE AGREEMENT RELATES (INCLUDING THE PARTIES' RESPECTIVE INSURANCE COVER). THE PARTIES CONSIDER THAT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY ARE FAIR AND REASONABLE AND THAT, BUT FOR SUCH EXCLUSIONS AND LIMITATIONS, THE PARTIES WOULD NOT HAVE ENTERED INTO THE AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT EVERY PROVISION OF THE AGREEMENT HAS BEEN THE SUBJECT OF NEGOTIATIONS BETWEEN THE PARTIES, EVEN IF THE WORDS USED IN ANY PROVISION OF THE

AGREEMENT HAVE BEEN USED BY A PARTY IN OTHER CONTRACTUAL ARRANGEMENTS AND/OR IN STANDARD FORM CONTRACT DOCUMENTATION USED BY THAT PARTY.

## **8. TERM AND TERMINATION.**

**8.1. Term.** The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Attachments and Order Forms, unless otherwise terminated earlier as provided hereunder.

**8.2. Termination.** Either party may terminate the Agreement including all Attachments and Order Forms executed thereunder immediately upon written notice: (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to remedy any remediable material breach or provide a written plan of remedy acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of clause 3 which shall have a ten (10) day remedy period; or (ii) if the other party is unable to pay its debts and applies for protection under the United States Bankruptcy Code or any other similar domestic or foreign law, or notice has been received of a pending appointment of or the appointment of a receiver, manager, administrator or administrative receiver over all or any part of its undertaking, assets or income, intends to pass or has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order, or has ceased or threatened to cease to trade. Where a party has rights to terminate the Agreement, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Attachment or Order Form, provided however that termination of an Attachment shall automatically terminate all Order Forms executed under such Attachment. Attachments and Order Forms that are not terminated shall continue in full force and effect under the terms of this Master Agreement.

**8.3.** Following termination of the Agreement or an Attachment (for whatever reason), You shall certify that You have returned or destroyed all copies of the applicable Licensed Materials, and Confidential Information of Ours and acknowledge that Your rights to use the same are relinquished. Termination for any reason shall not excuse Your obligation to pay in full any and all amounts due, nor shall termination by Us result in a refund of fees paid. If We terminate the Agreement for Your non-payment or Your other material breach, You agree to pay to Us the remaining value of the then-current initial or renewal term (that You acknowledge as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees (as set forth in the Order Form) that will become due during the cancelled portion of such Initial or renewal term but which are reduced on a prorate basis to the then current value of future payments.

## **9. DISPUTE RESOLUTION**

**9.1.** If a complaint or dispute (a "Dispute") arises in connection with the Agreement, then, without prejudice to either party's other rights and remedies, the parties shall first attempt to resolve or settle the Dispute through good faith negotiations between appointed representatives, and if necessary, Disputes that cannot be resolved or settled in the first instance shall be escalated to senior personnel within each party.

**9.2.** Disputes may be resolved or settled through mediation in accordance with the Federal Mediation and Conciliation Service (FMCS) procedures provided both parties agree to such mediation and the terms applicable to the conduct of such mediation.

**9.3.** Nothing in this clause 9 shall prevent either party from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Agreement or commencing any court proceedings or arbitration in relation to any Dispute (including making an application for injunctive relief).

## **10. GENERAL PROVISIONS.**

**10.1. Suspension.** We will be entitled to suspend any or all Services upon 10 days written notice to You in the event You are in material breach of the Agreement.

**10.2. Force Majeure.** No party shall be liable to the other for any delay or non-performance of its obligations under the Agreement arising from any cause beyond its control, including without limitation strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage (including virus/hacking attacks or other intentional malicious acts of third parties), compliance with a law or governmental order, rule, regulation or direction, accident, epidemic/pandemic, fire, flood, storm, third party interference, actions or omissions of telecommunication providers (and/or the delay and/or failure of any supplier, sub-contractor and/or carrier arising from any cause beyond their control or caused by any of the above). For the avoidance of doubt, nothing in this clause shall excuse You from any payment obligations under the Agreement. If any such event continues for more than ninety (90) days and provided substantial performance is still impeded either party may terminate the Agreement forthwith by prior written notice without prejudice to the accrued rights of either party.

**10.3. Assignment.** We may assign, sub-contract or otherwise transfer any of Our rights or obligations under the Agreement without Your consent. You may only assign, sub-contract or otherwise transfer any of Your rights or obligations with Our prior written consent.

**10.4. Export.** Export laws and regulations of the United States, Canada, and any other relevant local export laws and regulations apply to the Licensed Materials and Hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the Licensed Materials (including technical data) and Hardware (including any integrated software and operating system(s)), and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, Hardware (including any integrated software and operating system(s)) and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical or biological weapons proliferation, or development of missile technology.

**10.5. Non-solicitation.** During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment or engagement, directly nor through other parties, without the other party's written permission, any individual employed or engaged by the other party. It is agreed however that the solicitation, engagement or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

**10.6. Compliance.** During the term of this Master Agreement and for a period of one year following its termination or expiration, You shall maintain and make available to Us records sufficient to permit Us or an independent auditor retained by Us to verify, upon ten (10) days' written notice, Your full compliance with the terms and requirements of the Agreement. You shall (A) provide any assistance reasonably requested by Us or Our designee in conducting any such audit, including installing and operating audit software, (B) make requested personnel, records, and information available to Us or Our designee, and (C) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. Audits shall be performed during regular business hours. If the audit reveals any noncompliance, You shall reimburse Us for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by Us, and You shall promptly remedy any such noncompliance, including without limitation through the payment of any and all fees owed to Us during the period of noncompliance; provided, however, that the obligations under this sub clause do not constitute a waiver of Our termination rights. Additionally, We may at any time, without notice, during the term of this Master Agreement access Your system to assess compliance with the Agreement. You acknowledge that the Software and Services may include a license manager component to track usage of the Software and/or Services and agree not to impede, disable or otherwise undermine such license manager's operation.

**10.7. Notices.** Any notice required to be given pursuant to the Agreement shall unless otherwise stated in it, be in writing, sent to the other party marked for the

attention of the person at the address specified on the Order Form (or to such other address as either party may from time to time notify to the other in writing in accordance with this clause). For the purpose of notices to be given by Us in writing, the expression "writing" or "written" shall be deemed to include email communications. A correctly addressed notice sent by first-class post shall be deemed to have been delivered 72 hours after posting, and correctly addressed emails shall be deemed to have been delivered 24 hours after sending.

**10.8. Relationship.** The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**10.9. Invalidity.** If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**10.10. Survival.** The termination of the Agreement in accordance with clause 8 or its expiry shall not prejudice or affect any rights or liabilities which accrued or thereafter shall accrue to either party, any rights or remedies a party may be entitled to hereunder or at law nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on after such termination. Clause 10.20 shall survive termination.

**10.11. No Waiver.** No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

**10.12. Interpretation.** Both parties have had opportunity to review the Agreement by their attorneys. No provision shall be construed against any party for reason that such party was the primary drafter of such provision.

**10.13. Entire Agreement.** The Agreement constitutes the parties' entire agreement relating to its subject matter. Each party acknowledges that in entering into the Agreement, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in the Agreement. The Agreement cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties.

**10.14. Variation.** No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each party. All pre-printed or standard terms of any of Your purchase order or other business processing document shall have no effect.

**10.15. Third Party Rights.** No term of the Agreement is enforceable by any person who is not a party to it, to the maximum extent permitted by law. This clause shall prevail in the event of any conflict between it and anything else in the Agreement. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Us under the Agreement shall apply equally to the owner of the Third Party Product with respect to the Third Party Product You procure from Us, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Product as applicable.

**10.16. Counterparts.** The Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when executed and delivered, shall be an original and all the counterparts together shall constitute one and the same instrument which shall only be deemed executed when counterparts executed by both parties are delivered.

**10.17. Governing Law and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada, and each party agrees to submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and the Canadian federal courts located therein.

**10.18. Order of Precedence.** To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Attachment, the

provisions of the Attachment shall control unless the Attachment expressly states the intent for this Master Agreement to supersede a specific portion of the Attachment. To the extent any provision of this Master Agreement or Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will take precedence but only in respect of the relevant Third Party Product. In the event of a conflict between an Order Form and the Agreement, the Order Form shall prevail. The terms of Your purchase order or any other business processing document (if any) shall be superseded and excluded by the terms and conditions of the Agreement and therefore have no effect.

**10.19. Anti-Bribery.** Each party shall, and shall procure that its officers and employees shall;

10.19.1. comply with all applicable Anti-Bribery Laws;

10.19.2. not offer, promise, give, request, agree to receive, receive or accept a bribe or financial or other advantage or commit any corrupt act; and

10.19.3. have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the FCPA and CFPOA, to ensure compliance with the Anti-Bribery Laws and will enforce them where appropriate.

**10.20. Publicity.** Notwithstanding clause 4 of this Master Agreement You hereby grant Us a non-exclusive, revocable, right to use Your trademark(s) for the

purposes outlined in this clause 10.20, and You agree that We may publish Your company name, Your company logo, make announcement(s) that You are a customer of Ours, and/or make references to Your contract with Us both on Our website and elsewhere in the press/media.

You may withdraw Your consent for this usage at any time by emailing [branding.consent@oneadvanced.com](mailto:branding.consent@oneadvanced.com) (or by post, sending a letter to Our address as shown on the Order Form, clearly addressed to the Marketing Department) with the title "Withdrawn branding consent". You must also clearly state in the body of Your message a) Your company name as it appears on the Order Form, and b) that You are withdrawing branding consent from Us. On receipt of this message We will use reasonable endeavours to remove Your information and branding from Our website, and We agree not to add Your information into any new material from that date; however You accept that We cannot remove Your information from existing tangible materials or areas where it has been published prior to branding consent being withdrawn (i.e. press releases already published to or issued on a third party website).

Should we wish to quote You, use Your information in a case study, and/or use Your information in any other way not expressly detailed herein for Our promotional/publicity purposes You agree that We may do so, subject to Your prior written consent which may not be unreasonably withheld.

END OF MASTER AGREEMENT