

# BLUE LINK ERP

## TERMS OF SERVICE

These Terms of Service (“Terms”) constitute a legal agreement between the person or organization agreeing to these Terms (“Customer” or “you”) and Permanent Software Group Canada Ltd, a Canadian corporation dba Blue Link ERP, (the “Company” “us” or “we”). By signing an Order, accepting these Terms, or using the Services, you represent that you have the authority to bind the Customer to the Order, these Terms, and any applicable schedules, exhibits, or appendices incorporated or referenced herein.

### 1. DEFINITIONS

- 1.1. “Administrator” means the Customer’s primary contact person who coordinates and works with the Company to implement, support, and train the Customer’s Users on their use of the Service.
- 1.2. “Affiliate” of a party means an entity which, directly or indirectly is controlled by, controls or is under common control with that party where “control” of the party or other entity is the possession of the power to direct or cause the direction of the management and policies of the party or other entity, whether by voting, contract or otherwise.
- 1.3. “Agreement” means the Order(s), these terms and conditions and all referenced schedules, exhibits, or appendices hereto, and any mutually executed agreements incorporated herein by reference. The pre-printed terms in any of either party’s purchase orders, acknowledgements, or click-through terms do not apply to modify this Agreement, and such other or additional terms or conditions are void and of no effect.
- 1.4. “Consulting Services” means implementation, training and help desk services provided by Company’s staff or contractors.
- 1.5. “Customer Content” means content, data, and information, including text, multimedia images (e.g., graphics and audio and video files), or other material submitted, uploaded, imported, or otherwise provided to or through the Services by Customer or by a third party on behalf of or for the benefit of Customer, including Customer’s customers, prospective customers, and users of the Services.
- 1.6. “Documentation” means Company’s then-current generally available documentation, specifications, and user manuals for the Services which are available upon login to the Services, as well as any documentation included in or attached to this Agreement, or such other Services-related documents provided by Company to Customer.
- 1.7. “Order” means a written description of Services or Consulting Services, and the applicable pricing as

mutually agreed to by the parties in an order form, enrollment form, proposal, schedule, statement of work, work order or similar document.

- 1.8. “User(s)” means an individual employee of Customer or its Affiliates, or their respective contractor(s) who has been authorized by Customer to use the Services on behalf of Customer and/or its Affiliates (including Administrators).

## 2. ACCESS AND USE OF THE SERVICES.

- 2.1. Our Provision of the Services. We will make our proprietary, enterprise resource planning software as a service (the “Services”) available to you pursuant to the terms of the Agreement and the Documentation. We will use commercially reasonable efforts to make the Services available 24x7. You acknowledge that your use of the Services requires third-party hardware, software, internet and/or telecommunications access (which may involve extra charges), and that your ability to access and use the Services may be affected by your choices and the performance of these products and services.
- 2.2. Implementation. Upon execution of this Agreement, we will provide the implementation and the training service Consulting Services as described in a mutually agreed Order.
- 2.3. Changes to Services. We reserve the right to enhance, upgrade, improve, modify or discontinue features of our Services as we deem appropriate and in our sole discretion. We will not materially reduce the core functionality or discontinue any Services unless we provide you with prior written notice. If we discontinue Services or materially reduce the core functionality, you may terminate the affected Services or this Agreement with 60 days prior written notice to us. We may offer additional functionality to our standard Services or premium feature improvements for an additional cost.
- 2.4. Registration for the Services. Your Users may be required to provide information about themselves in order to register for and/or use certain Services. You agree that any such information will be accurate. Your Users may also be asked to choose a username and password. You are entirely responsible for maintaining the security of those usernames and passwords and agree not to permit the disclosure to any third party.
- 2.5. Your Use of the Services. We grant you a limited, non-exclusive right to use our Services and Documentation only for your internal business purposes, subject to the terms of this Agreement. Your Affiliates and third-party contractors may use the Services or Documentation as Users under your account, provided that you take full responsibility for such third parties’ compliance with this Agreement.
- 2.6. Limitations on Your Use. By using our Services, you agree on behalf of yourself, your Affiliates and Users, not to (i) modify, prepare derivative works of, or reverse engineer our Services; (ii) access or use the Services or Documentation for any purpose competitive with Company; (iii) use our Services in a way that abuses or disrupts our networks, user accounts, or the Services; (iv) transmit through the

Services any harassing, indecent, obscene, or unlawful material; (v) market or resell the Services to any third party; (vi) use the Services in violation of applicable laws or regulations; (vii) use the Services to send unauthorized advertising, or spam; (viii) harvest, collect, or gather user data without their consent; (ix) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (x) use the Services to commit fraud or impersonate any person or entity. Customer understands and acknowledges that Company does not monitor the content passing through its servers, and that it is Customer's sole responsibility to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and does not infringe upon the rights of any third party. Customer will be solely responsible for the Customer Content. In no event will Company be responsible for Customer Content or its accuracy or completeness, or for any loss of Customer Content.

2.7. Responsibility for Users. You are responsible for the activities of all Users who access or use the Services through your account, and you agree to ensure that any such Users will comply with the terms of this Agreement. You agree to provide us prompt notice, if you become aware of any violation of this Agreement in connection with use of the Services by any person.

2.8. Support Services. We will provide standard support for the Services (excluding Consulting Services). Our standard support hours are 9:00am to 5:00pm, Eastern Time, Monday to Friday, excluding national holidays. Further details of our Support Services are on the attached Exhibit A.

### 3. ORDERS, FEES AND PAYMENT.

3.1. Order(s). Your order for Services or Consulting Services is detailed in an executed Order. You may order additional Services using our then-current ordering processes. All Orders are effective and the Term of the Order begins: (i) for the initial Order, the Effective Date of this Agreement, and (ii) for subsequent Orders, the date that the Order is signed by both parties ("Order Effective Date"). Each Order will be treated as separate and independent Order; form part of the Agreement; and may be subject to our verification and credit approval process.

3.2. Fees and Payment. You agree to pay all applicable, undisputed fees for the Services or Consulting Services on the terms set forth in the Order, this Agreement, or our invoice. Unless otherwise specified in an Order or invoice, you agree to pay all undisputed fees set forth in an invoice within 30 days of the date thereof. Except as otherwise expressly stated in the Agreement, any payments you make to us for the Services are final and non-refundable. You are responsible for all fees and charges imposed by third parties such as your providers of hardware, software, internet, voice and/or data transmission, related to your access and use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us. You agree that we may charge your payment card or bill you for all amounts due for your use of the Services, and we may take steps to update your payment card information (where permitted) to ensure payment can be processed. We may suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not

current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We reserve the right to update the fees annually. We will give you notice of any price increase at least 30 days in advance of such increase. All references to currency will be in US dollars (\$USD) or Canadian dollars (\$CAD), depending on which is specified in the Order.

- 3.3. Taxes and Withholdings. You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, or any other similar taxes or fees (collectively, "Taxes and Fees") imposed by any government entity or collecting agency based on the Services, except those taxes and fees based on our net income, or Taxes and Fees for which You have provided an exemption certificate. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.
- 3.4. Disputes; Delinquent Accounts. You must notify us of any fee dispute within 15 days of the invoice date, and once resolved, you agree to pay those fees within 15 days of such dispute notice. We may, upon 10 days' notice to you, suspend your Services if you do not pay undisputed fees by their due date, and you agree to reimburse us for all reasonable costs and expenses, including overdraft charges, collection costs and attorneys' fees, incurred in collecting delinquent amounts. You further agree that we may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

#### 4. TERM AND TERMINATION.

- 4.1. Term. The initial term commitment for your purchase of Services will be as specified on an Order ("Initial Term") and begins on the Order Effective Date stated in the applicable Order. If the Order is silent, the Initial Term shall be 12 months. After the Initial Term, the Services will automatically renew for additional 12-month periods ("Renewal Terms"), unless either party provides notice of non-renewal at least 30 days before the Initial Term or then current Renewal Term of the Order expires. We may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Services under one Order does not affect the term of any other Order still in effect.
- 4.2. Termination for Cause. Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice of such breach by the other party, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.
- 4.3. Effect of Termination. If the Agreement or any Services are terminated, you will immediately discontinue all use of the terminated Services, except that we will provide you with limited access to the Services for a period of at least 30 days solely to enable you to retrieve your Customer Content from the Services. Unless otherwise agreed in writing, we have no obligation to maintain your Customer Content after this 30-day period. If we discontinue Services or materially reduce the core functionality in accordance with Section 2.3 above, and you elect to terminate the affected Services or this Agreement, we will provide you with a pro rata refund of any prepaid, unused fees. Termination of

the Agreement will not affect any claim arising prior to the termination date.

4.4. Survival. The terms of this Agreement will survive the termination or expiration of this Agreement to the extent reasonably necessary to carry out the intent of the parties as indicated therein.

## 5. PROPRIETARY RIGHTS.

5.1. Our Proprietary Rights and Marks. You acknowledge that we or our licensors retain all proprietary right, title and interest in the Services, all Documentation our name, logo, or other marks (together, the “Marks”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. Except for the express limited rights set forth in this Agreement, no right, title or interest in our Services, Documentation, or Marks is granted to you. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part our Marks or is similar to any of these.

5.2. Your Customer Content. You retain all rights to your Customer Content and are solely responsible for the Customer Content sent or transmitted by you or displayed or uploaded by you in using the Services and for compliance with all Laws pertaining to the Customer Content, including, but not limited to, Laws requiring you to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. You hereby grant us a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute your Customer Content in order to provide and operate the Services. We will not view, access, or process any of your Customer Content, except: (x) as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request, or (z) as may be necessary for the performance of the Services.

5.3. Feedback. You hereby grant us a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from you, your Affiliates and Users (“Feedback”). We also reserve the right to seek intellectual property protection for any features, functionality or components that may be based on or initiated by your Feedback.

5.4. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that we may collect and compile data and information related to your use of the Services to be used by us in an aggregated and anonymized manner, including, but not limited to compile statistical and performance information related to the provision and operation of the Services (“Aggregated Statistics”). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by us. You agree that we may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such

Aggregated Statistics do not identify you or your Customer Content.

## 6. DATA PRIVACY AND SECURITY.

- 6.1. Security Safeguards. Each party will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Customer Content and any associated personal data that is collected and/or processed through the Services. On our part, those safeguards will include commercially reasonable measures designed to prevent unauthorized access, use, modification, deletion, and disclosure of Customer Content. Customer (not us) has sole responsibility for adequate security, protection, and backup of Customer Content when in Customer's or its representatives' or agents' possession or control.
- 6.2. Sub-processors. You acknowledge and agree that we may use sub-processors to help provide the Service, who may access your Customer Content and any associated personal data, to provide, secure and improve the Services. Before sharing Customer Content with any of our sub-processors, we will require that the sub-processor maintains, at a minimum, commercially reasonable data practices for maintaining the confidentiality and security of your Customer Content and preventing unauthorized access. We will be responsible for the acts and omissions of our sub-processors to the same extent that we would be responsible if we were performing the Services.
- 6.3. Data Protection Laws. To the extent that our provision of the Services involves the processing of Personal Data under applicable data protection law, the parties agree that You will be deemed to be the Data Controller, and we will be deemed to be the Data Processor, as those terms are understood under the applicable data protection law. For the purposes of this Agreement, the term "Personal Data" means any information relating to an identified or identifiable natural person where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.
- 6.4. Privacy Laws. Company acknowledges that Customer Content which includes Personal Data may be protected from disclosure by provincial and or federal law. Company agrees to only retain, use and disclose such data for the purposes of fulfilling its duties under this Agreement and to keep all such data to which it has access in the performance of this Agreement in a secure manner and disclose it only on direction by Customer.
- 6.5. Publicity. Customer agrees that Company may use Customer's name and refer to Customer in its promotional or marketing materials and its website, lists and business presentations.

## 7. CONFIDENTIALITY.

- 7.1. "Confidential Information" means all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be

confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Customer Content will be deemed Confidential Information of Customer without any marking or further designation. Company's Services, Documentation and Marks, any related intellectual property rights, and the terms and conditions of this Agreement will be deemed Confidential Information of Company without any marking or further designation. Confidential Information will not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

7.2. Each party (as "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party will, to the extent legally permitted, provide Disclosing Party with advance written notification, and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 8. WARRANTIES.

8.1. We provide our Services using a commercially reasonable level of care and warrant that the Services will materially conform to the Documentation under normal use, and that we will perform the Consulting Services in a professional manner consistent with industry standards. Our entire liability and your exclusive remedy under this warranty will be, at our sole option and subject to applicable law, to provide conforming services, or to terminate the non-conforming services and provide a pro-rated refund of any prepaid fees from the date you notify us of the non-conformance through the end of the remaining term. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE

IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) OUR SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS.

8.2. Use of the Services may be available through a compatible mobile device, internet access, and may require third party software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees, as well as the terms of your agreement with your mobile device and telecommunications provider. WE MAKE NO WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESS, STATUORY OR IMPLIED AS TO (I) THE AVAILABILITY OF INTERNET OR TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION, (II) ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE INTERNET OR TELECOMMUNICATION SERVICES, AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTING CONNECTED WITH THE SERVICES. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8.3. No Liability in Connection With Data Accessed Through the Services. Company will not have any liability for damages or issues resulting from the data or other information accessed by Customer or Users through the Services, including any damage to User's computer systems or loss or corruption of data caused by computer viruses contained in such accessed data or information.

## 9. INDEMNIFICATION.

9.1. Company Indemnity. We will indemnify and defend you against any third-party claim alleging that any of the Services infringes upon any patent or copyright, or violates a trade secret of any such third-party ("IP Claim"), and we agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. You will promptly notify us of any claim and cooperate with us in defending the claim. We will reimburse you for reasonable expenses incurred in providing any cooperation or assistance. We will have full control and authority over the defense and settlement of any claim, except that any settlement requiring you to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) you may join in the defense with your own counsel at your own expense.

9.1.1. If (i) Company becomes aware of an actual or potential IP Claim, or (ii) Customer provides Company with notice of an actual or potential IP Claim, Company may (or in the case of an injunction against Customer, will), at Company's sole option and determination: (a) procure for Customer the right to continue to use the Services; or (b) replace or modify the Services with equivalent or better functionality so that Client's use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the Services and refund to Customer any pre-



paid Service fees for any periods after the termination of the Service, less any outstanding moneys owed by Customer to Company.

9.1.2. The obligations in Section 9.1 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Services with other products, software or services not provided by Company; (ii) any IP Claim related to any Customer Content, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement.

9.2. Your Indemnity. Unless prohibited by applicable law, you will indemnify and defend us against any third-party claim resulting from a breach of Sections 2.6 or 5.2 or alleging that any of your Customer Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

## 10. LIMITATION ON LIABILITY.

10.1. LIMITATION ON LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR INCIDENTAL LOSS, OR DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) CUSTOMER'S LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

10.2. LIMITATION ON AMOUNT OF LIABILITY. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 9; OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MIDCONDUCT OR FRAUD, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. The foregoing does not limit your obligations to

pay any undisputed fees and other amounts due under this Agreement.

11. COMPLIANCE WITH LAWS. In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, data protection and anti-bribery laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer will not permit its users to access or use any Service or Content Product in a U.S. embargoed country or in violation of any U.S. export law or regulation. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.

12. SUSPENSION OF SERVICES. We reserve the right to suspend the Services or restrict access or functionalities if (a) we reasonably believe that you, your Affiliates or Users have materially violated this Agreement, or (b) we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Unless legally prohibited, we will use commercially reasonable efforts to notify you when taking any of the foregoing actions. We will not be liable to you, your Affiliates or Users or any other third party for any such suspension of Services or reduced functionality. Any suspected fraudulent, abusive, or illegal activity by you, your Affiliates or Users, may be referred to law enforcement authorities at our sole discretion.

13. ADDITIONAL TERMS.

13.1. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it will provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within 30 days after such notice, knowledgeable executives of the parties will hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation, or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section will not apply to claims subject to indemnification under Section 9 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

13.2. Limitation on Bringing Claims; No Jury. By entering into this Agreement, each party is waiving the right to a jury. Any claim arising out of this Agreement must be brought, if at all, within two years of the claim arising. You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against us or any of our employees or affiliates.

13.3. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the Province of Ontario. Each party agrees to the personal and exclusive jurisdiction of and venue in the federal and

state courts located in the city of Ottawa, Province of Ontario, Canada.

- 13.4. Assignment. Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates without prior written consent. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 13.5. Notices. Notices must be sent by personal delivery, overnight courier, or registered or certified mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or via our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at 16 W. Martin Street, Raleigh, NC 27601, Attn: Contract Admin, with a copy to the attention of the Revenue Department at the same address; e-mail: [revenue@cordance.co](mailto:revenue@cordance.co), and for notice related to legal matters, to [Legal@Cordance.co](mailto:Legal@Cordance.co). We will send notices to the address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.
- 13.6. Entire Agreement; Order of Precedence. This Agreement, including any applicable Order and any schedules, exhibits, and appendices thereto, and any mutually signed SOW set forth the entire agreement between you and us relating to the Services and/or Consulting Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between any of the above referenced documents, the conflict will be resolved in that order. No modification of or amendment to this Agreement will be effective unless mutually agreed in writing.
- 13.7. General Terms. If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third-party beneficiary or have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g., natural disasters; epidemics, pandemics, terrorist activities, activities of third-party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.
- 13.8. Beta Services. We may offer you access to beta services that are being provided prior to general

release (“Beta Services”). You understand and agree that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered “AS-IS”, and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us and acknowledge that opting out may result in cancellation of your access to the Beta Services. If you provide Feedback about the Beta Service, you agree that we own any Feedback that you share with us. For the Beta Services only, this Section supersedes any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict. When, if at all, we release a Beta Service for general availability, it is no longer a “Beta Service” and is treated as a part of Services for all purposes under this Agreement (including the payment of applicable additional Fees).

Last updated 2024-06-04

Exhibit A – Help Desk and Support Services, Version Updates, and FAQ

## Help Desk and Support Services

1. Availability. Blue Link maintains standard help desk hours between 9:00am – 5:00pm Monday to Friday, Eastern Time excluding all public holidays in Ontario, Canada. Help desk availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed statutory holidays, and events beyond Blue Link’s control.
  - For SaaS availability / connectivity problems only, support is available 7 days per week.

ter-Hours. Routine Help Desk requests submitted after daily business hours or on weekends or holidays will receive a response during the next normal business day. For SaaS availability / connectivity problems only, please call the emergency after-hours number provided during implementation.

ickets. A “ticket” is (a) a single request, issue, or problem that a customer asks a help desk representative to analyze or resolve or (b) a product or ERP usage question involving a single topic submitted as provided above. Only employees and affiliates of Customers with authorized access to the Blue Link help desk portal are eligible to submit tickets. It is expected that end users of the Services would submit their requests to Customer’s administrators who would then communicate that to Blue Link in the form of a ticket.

ue Link’s target response time for critical incidents is within 4 normal business hours after the ticket is submitted. If a solution or work-around cannot be provided immediately, Blue Link will provide ongoing communication of the analysis of the issue and what attempts are being made to resolve it. Blue Link’s target response time for standard incidents is within 1 business day of the ticket being submitted subject to variations due to downtime for systems and server maintenance, company events, observed statutory holidays,

and events beyond Blue Link's reasonable control. Blue Link uses commercially reasonable efforts to meet these target response time but does not warrant or guaranty that target times will be met.

ptime Commitment. Blue Link uses commercially reasonable efforts to provide a Service Availability of 99% or higher as measured per calendar quarter using industry standard monitoring tools. Service Availability excludes: regularly scheduled maintenance of the Service; any problems not caused by Blue Link that result from (a) computing or networking hardware, (b) other equipment or software under Customer's control, (c) the Internet, (d) other issues with electronic communications, or (e) a Force Majeure event; Blue Link's suspension or termination of the Services in accordance with the Agreement; negligent or intentional misuse of the Services by Customer; or "Beta" products, features and functions identified as such by Blue Link. The 99% Service Availability is applicable only to production tenants (i.e. not test, training, or other non-production tenants) and will be suspended at any time Blue Link has suspended the Services for any reason permitted under the Agreement.

remote Support. Unless otherwise specified all help desk services will be provided remotely. On-site services may be available at the then current prices.

## Annual Version Updates

Blue Link's annual version update program is designed to offer you peace of mind. The program allows you to:

Stay Current:

- Take advantage of the latest features, issue fixes and innovations in the software, including version upgrades.
- Staying current allows you to stay productive and evolve your business as the feature set evolves.

Stay Involved:

- Your base app feature requests are given priority:
  - § As an up-to-date customer, the feature requests and product suggestions you make are flagged and given priority when product design decisions are being made.
- Optionally participate in user-forums:
  - § Blue Link product designers may solicit your feedback from time to time on features that are under consideration for future releases.

As a Blue Link SaaS Services customer, you are automatically enrolled in the annual update program, and the cost of obtaining those annual updates is included in your monthly fees.

## Frequently Asked Questions

### What happens to my customizations with version updates?

Customizations you've purchased will be included in each annual version update.

To facilitate this, in addition to the basic SaaS fees, your monthly fee includes a portion based on any customizations you've made to the application.

## When is my Version Update due / how is it scheduled?

Blue Link keeps track of the last time you received a version update. You're eligible to receive a new release at a minimum once a year from your previous upgrade. You will be notified when a new release is available to begin scheduling the upgrade.

## Are Version Updates Optional?

Taking delivery of a version upgrade any given year is optional, however, in order to maintain supportability, you cannot skip more than one upgrade.

Please note that skipping more than one upgrade may mean you miss a breaking change to the app which could make your version unsupported and therefore help desk services and support may be denied or terminated.

When you report an issue, the help desk may require you to update to the current release before fixing an issue if an update has not been delivered in the last 12 months.

## What happens if I miss a monthly payment or one of my payments is refused?

Should any payment be refused, a \$30 administration fee per period will apply.

Replacement payment plus the \$30 admin fee is required within 30 days.

- *If replacement is not received within that time entitlement to version upgrades will lapse, and all benefits will be forfeit.*

To get back onto version upgrade status, any unpaid periods and administration fees per period must be paid, up to and including the current period.

## I'm on a pre-authorized payment schedule, when is my account debited?

Payments are processed on the due date, or on the Friday prior to the due date when a due date lands on a weekend.