

TERMS OF SERVICE

These Terms of Service (“Terms”) constitute a legal agreement between the person or organization agreeing to these Terms (“Customer”) and Permanent Software Group Canada Ltd., a British Columbia corporation dba BuildCentrix (“Company“). 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 (collectively, the “Agreement”). Pre-printed terms of either party’s purchase orders, acknowledgements, or click-through terms do not apply or modify this Agreement, and such other or additional terms or conditions are void and of no effect.

The parties agree as follows:

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. “Professional Service” means implementation, integration, custom development and similar professional services provided by Company’s staff or contractors
- 1.4. “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 Service 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 Service.
- 1.5. “Documentation” means Company’s then-current generally available documentation, specifications, and user manuals for the Service which are available upon login to the Service, as well as any documentation included in or attached to this Agreement, or such other Service-related documents provided by Company to Customer.
- 1.6. “Features” means the modules of the Service offered by the Company to its customers.
- 1.7. “Order” means an order for the Service (including details such as the Features, number of Users, pricing, term, etc.) or Professional Services, which may be a Work Order form, statement of work, or similar document.

- 1.8. "Seat" means a User with a higher level of access to more Features of the Services as listed in the Order.
- 1.9. "Users" means the individual employees of Customer or its Affiliates, or their respective contractor(s) who have been authorized by Customer to use the Service on behalf of Customer and/or its Affiliates (including Administrators) and may be designated as Users or Seats based on the permission level for the role.

2. ACCESS AND USE OF THE SERVICE.

- 2.1. Customer's Use of the Service. Company grants Customer a limited, non-exclusive right to use its proprietary "BuildCentrix" construction material requirements planning (MRP) cloud service (the "Service") accessible through Customer's account created at Company's public website (BuildCentrix.com) and Documentation only for Customer's internal business purposes, subject to the terms of this Agreement and the applicable Order. Customer's Affiliates and third-party contractors may use the Service or Documentation as Users under Customer's account, provided that Customer takes full responsibility for such third parties' compliance with this Agreement.
- 2.2. Company's Provision of the Service. Company will make access to the Service available to Customer pursuant to the terms of the Agreement and the Documentation. Company will use commercially reasonable efforts to make the Service available with 99.95% uptime (no more than 21.56 minutes, per month, of downtime due to the fault of Company), excluding planned downtime, which Company shall provide Customer prior notice of, or downtime caused by circumstances beyond Company's reasonable control including but not limited to acts of God, acts of government, pandemic, epidemic, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or power, communication or Internet service provider failures or delays.
- 2.3. Third Party Providers.
- 2.3.1. Customer acknowledges that its use of the Service requires third-party hardware, software, internet and/or telecommunications access (which may involve extra charges), and that Customer's ability to access and use the Service may be affected by Customer's choices and the performance of these products and services. Customer is responsible for all fees and charges imposed by third parties such as Customer providers of hardware, software, internet, voice and/or data transmission, related to Customer's access and use of the Service.
- 2.3.2. In addition, the Service may enable Customer to integrate with third-party services ("Third-Party Services"). Company does not grant any license, right, title or interest in Third-Party Services and Customer may be required to enter into agreements with a third-party in order to use such Third-Party Services. Customer is solely responsible to assess and determine whether to accept the terms of any such agreements. If you allow Third-Party Services, Company may permit those Third-Party Services to access Customer Content as required for the integration or use of such Third-Party Services with the Service. Integration of Third-Party Services is contingent upon third

parties permitting Company to integrate the Service with the Third-Party Services and such permission and/or integration may end at any time without notice or compensation to Customer. Third-Party Services are not supported by Company, whether or not Company advised that Third-Party Services inter-operate with or can be used in conjunction with the Service. Any recommendations, references or links that Company may provide regarding Third-Party Services are for illustrative purposes only. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE INTEGRATION OR CONTINUED INTEGRATION OF THIRD-PARTY SERVICES. COMPANY WILL NOT HAVE ANY LIABILITY RELATED TO ANY CLAIM, LOSS OR DAMAGE RELATING TO THIRD-PARTY SERVICES OR LOSS OF THIRD-PARTY SERVICE INTEGRATION.

- 2.4. Training. Upon execution of this Agreement, Company will provide Customer with online Service training courses and, if requested by Customer and at an additional cost, on-site training (“Training”). Customer and Company will execute a mutually agreed Order describing the cost of and date, time and place at which Company will provide such on-site Training. Customer is liable for travel and related expenses incurred by Company in connection with on-site Training, which will be presented to Customer for approval prior to being incurred.
- 2.5. Changes to Service. Company reserves the right to enhance, upgrade, improve, modify or discontinue Features as Company deems appropriate and in its sole discretion. Company will not materially reduce the Features or discontinue the Service unless it provides Customer with prior written notice. If Company discontinues Service or materially reduces the Features, Customer may terminate the affected Order or this Agreement with 60 days prior written notice to Company. Company may offer additional functionality to its standard Service or premium Feature improvements for an additional cost.
- 2.6. Registration for the Service. The Service may be accessed by the number of Users set forth on the Order. Customer’s Users may be required to provide information about themselves in order to register for and/or use the Service. Customer agrees that any such information will be accurate. Customer’s Users may also be asked to choose a username and password. Customer is entirely responsible for maintaining the security of those usernames and passwords and agrees not to permit the disclosure to any third party. Once a User registers to use the Service, that User’s registration may only be used by the individual who registered; it may not be shared but may be replaced with a new User.
- 2.7. Limitations on Customer Use. By using the Service, Customer agrees on behalf of Customer, Customer’s Affiliates and Users, not to (i) modify, prepare derivative works of, or reverse engineer the Service; (ii) access or use the Service or Documentation for any purpose competitive with Company; (iii) use the Service in a way that abuses or disrupts Company’s networks, user accounts, or the Service; (iv) transmit through the Service any harassing, indecent, obscene, or unlawful material; (v) market or resell the Service to any third party; (vi) use the Service in violation of applicable laws or regulations; (vii) use the Service to send unauthorized advertising, or spam; (viii) harvest, collect, or gather user data without their consent; (ix) transmit through the Service any material that may infringe

the intellectual property, privacy, or other rights of third parties; or (x) use the Service 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.

2.8. Responsibility for Users. Customer is responsible for the activities of all Users who access or use the Service through Customer's account, and Customer agrees to ensure that any such Users will comply with the terms of this Agreement. Customer agrees to provide Company prompt notice if Customer becomes aware of any violation of this Agreement in connection with use of the Service by any person.

2.9. Support Service. Company will provide Customer with customer support as described on buildcentrix.com or the applicable Order ("Support"). Support may include email support and, if escalation is required, phone support. Company may suspend its provision of Support in the case of Customer's non-payment of any outstanding amount, until remedied. Support does not include prioritized responses or custom development, which will be billed at Company's then-in-effect Professional Service rate.

2.10. Custom Development. If Customer requests Professional Service to provide customization to the Service, Company will determine in its sole discretion whether to undertake such Professional Service and, if Company desires to proceed, provide Customer a work order ("Work Order") containing an estimate of the time required to complete such customization and associated cost ("Custom Development"). Custom Development is subject to Customer's acceptance of the Work Order and terms contained therein, as well as these Terms of Service. Unless expressly agreed in a Work Order, Company retains all intellectual property rights in the Custom Development.

3. ORDERS, FEES AND PAYMENT.

3.1. Order(s). Customer's Order for the Services will be as set for in the Work Order. Customer may order additional Features, Seats or Users using Company's 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"). Orders adding additional Features, Seats or Users to the Service will be coterminous with the original Order for the Service. Otherwise, each Order will be treated as separate and independent Order; form part of the Agreement; and may be subject to Company's verification and credit approval process. Company may, at its sole discretion, perform an annual true-up and issue a pro-forma invoice for Users and Seated added during the Term.

3.2. Fees and Payment. Customer agrees to pay all applicable, undisputed fees for the Service or

Professional Service on the terms set forth in the Order, this Agreement, or Company's invoice. Unless otherwise specified in an Order or invoice, Customer agrees 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 Customer makes to Company for the Service are final and non-refundable. Customer is responsible for providing accurate and current billing, contact and payment information to Company. Customer agrees that Company may charge Customer's payment card or bill Customer for all amounts due for Customer's use of the Service, and Company may take steps to update Customer's payment card information (where permitted) to ensure payment can be processed. Company may suspend or terminate Customer's Service if at any time Company determines that Customer's payment information is inaccurate or not current, and Customer is responsible for fees and overdraft charges that Company may incur when Company charges Customer's card for payment. Company reserves the right to update the fees annually. Company will give Customer 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. Customer is 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 Service, except those taxes based on Company's net income, or Taxes and Fees for which Customer has provided an exemption certificate. In all cases, Customer will pay the amounts due under this Agreement to Company in full without any right of set-off or deduction.

3.4. Disputes; Delinquent Accounts. Customer must notify Company of any fee dispute within 15 days of the invoice date, and once resolved, Customer agrees to pay those fees within 15 days of such dispute notice. Company may, upon 10 days' notice to Customer, suspend Customer's use of the Service if Customer does not pay undisputed fees by their due date, and Customer agrees to reimburse Company for all reasonable costs and expenses, including overdraft charges, collection costs and attorneys' fees, incurred in collecting delinquent amounts. Customer further agrees that Company 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 Customer's purchase of the Service 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 Order for the Service 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. Company may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Features, Seats or Users under one Order does not affect the term of any other Features, Seats or Users of the Service or 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 an Order is terminated, Customer will immediately discontinue all use of the terminated Feature or the Service, except that Company will provide Customer with limited access to the Service for a period of at least 30 days solely to enable Customer to retrieve its Customer Content from the Service. Unless otherwise agreed in writing, Company has no obligation to maintain Customer Content after this 30-day period. If Customer elects to terminate the affected Service or this Agreement pursuant to Section 2.5, Company will provide Customer 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. Company's Proprietary Rights and Marks. Customer acknowledges that Company or its licensors retain all proprietary right, title and interest in the Service, all Documentation Company's 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 the Service, Documentation, or Marks is granted to Customer. Customer agrees that Customer 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 Company's Marks or is similar to any of these.
- 5.2. Customer Content. Customer retains all rights to its Customer Content and is solely responsible for the Customer Content sent or transmitted by Customer or displayed or uploaded by Customer in using the Service and for compliance with all laws pertaining to the Customer Content, including, but not limited to, laws requiring Customer to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. Customer hereby grants Company a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute Customer Content in order to provide and operate the Service. Company will not view, access, or process any of Customer Content, except: (x) as authorized or instructed by Customer or Customer's users in this Agreement or in any other agreement between the parties, or (y) as required to comply with Company's policies, applicable law, or governmental request, or (z) as may be necessary for the performance of the Service.
- 5.3. Feedback. Customer hereby grants Company a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially

exploit, incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback Company receives from Customer, Customer's Affiliates and Users ("Feedback"). Company also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or initiated by Customer's Feedback.

5.4. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Customer acknowledge and agree that Company may collect and compile data and information related to Customer's use of the Service to be used by Company in an aggregated and anonymized manner, including, but not limited to compile statistical and performance information related to the provision and operation of the Service ("Aggregated Statistics"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer agrees that Company 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 Customer or 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 Customer Content and any associated personal data that is collected and/or processed through the Service. On Company's part, those safeguards will include commercially reasonable measures designed to prevent unauthorized access, use, modification, deletion, and disclosure of Customer Content. Customer (not Company) 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. Customer acknowledges and agrees that Company may use sub-processors to help provide the Service, who may access Customer Content and any associated personal data, to provide, secure and improve the Service. Before sharing Customer Content with any of its sub-processors, Company will require that the sub-processor maintains, at a minimum, commercially reasonable data practices for maintaining the confidentiality and security of Customer Content and preventing unauthorized access. Company will be responsible for the acts and omissions of its sub-processors to the same extent that Company would be responsible if Company were performing the Service.

6.3. Data Protection Laws. To the extent that Company's provision of the Service involves the processing of Personal Data under applicable data protection law, the parties agree that Customer will be deemed to be the Data Controller, and Company 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/logo 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 Service, 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. Company provides its Service using a commercially reasonable level of care and warrant that the Service will materially conform to the Documentation under normal use, Professional Service in a professional manner consistent with industry standards. Company's entire liability and Customer's exclusive remedy under this warranty will be, at Company's 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 Customer notifies Company of the non-conformance through the end of the remaining term. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT (i) THE USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) COMPANY'S SERVICES WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS.

8.2. Use of the Service may be available through a compatible mobile device, internet access, and may require third party software. Customer agrees that it is solely responsible for these requirements, including any applicable changes, updates and fees, as well as the terms of Customer's agreement with Customer's mobile device and telecommunications provider. COMPANY MAKES NO WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO (I) THE AVAILABILITY OF INTERNET OR TELECOMMUNICATION SERVICES FROM CUSTOMER'S 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 Service. Company will not have any liability for damages or issues resulting from the data or other information accessed by Customer or Users through the Service, 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. Company will indemnify and defend Customer against any third-party claim

alleging that any of the Service infringes upon any patent or copyright, or violates a trade secret of any such third-party ("IP Claim"), and Company agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. Customer will promptly notify Company of any claim and cooperate with Company in defending the claim. Company will reimburse Customer for reasonable expenses incurred in providing any cooperation or assistance. Company will have full control and authority over the defense and settlement of any claim, except that any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Customer may join in the defense with Customer's own counsel at Customer's 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 Service; or (b) replace or modify the Service 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 Service 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 Service 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. Customer Indemnity. Unless prohibited by applicable law, Customer will indemnify and defend Company against any third-party claim resulting from a breach of Sections 2.6 or 5.2 or alleging that any of Customer's Content infringes upon any patent or copyright, or violates a trade secret of any party, and Customer agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. Company will promptly notify Customer of any claim and cooperate with Customer in defending the claim. Customer will reimburse Company for reasonable expenses incurred in providing any cooperation or assistance. Customer will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring Company to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Company may join in the defense with its own counsel at its 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 MISCONDUCT 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 Customer's 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 Service 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, Company may immediately terminate the Agreement for noncompliance with applicable laws.

12. SUSPENSION OF SERVICES. Company reserves the right to suspend the Service or restrict access or functionalities if (a) Company reasonably believes that Customer, Customer's Affiliates or Users have materially violated this Agreement, or (b) Company reasonably determines that the security of its Service or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Unless legally prohibited, Company will use commercially reasonable efforts to notify Customer when taking any of the foregoing actions. Company will not be liable to Customer, Customer's Affiliates or Users or any other third party for any such suspension of Service or reduced functionality. Any suspected fraudulent, abusive, or illegal activity by Customer, Customer's Affiliates or Users, may be referred to law enforcement authorities at its 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. Customer may only resolve disputes with Company on an individual basis and Customer agrees not to bring or participate in any class, consolidated, or representative action against Company or any of its employees or affiliates.

13.3. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the Province of British Columbia. Each party agrees to the personal and jurisdiction of and venue in the federal and state courts located in the city of Vancouver, Province of British Columbia, 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. Company may also provide notice to the email last designated on Customer's account, electronically via postings on its website, in-product notices, or via Company's self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to Company 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, and for notice related to legal matters, to Legal@Cordance.co. Company will send notices to the address last designated on Customer's 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 Customer and Company relating to the Service and/or Consulting Service 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 Company. 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 Service. Company may offer Customer access to beta services that are being provided prior to general release ("Beta Service"). Customer understands and agrees that the Beta Service may contain bugs, errors and other defects, and use of the Beta Service is at Customer's sole risk. Customer acknowledges that Customer's use of Beta Service is on a voluntary and optional basis, and Company has no obligation to provide technical support and may discontinue provision of Beta Service at any time in its sole discretion and without prior notice to Customer. These Beta Service are offered "AS-IS", and to the extent permitted by applicable law, Company disclaims any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If Customer is using Beta Service, Customer agrees to receive related correspondence and updates from Company and acknowledges that opting out may result in cancellation of Customer's access to the Beta Service. If Customer provides Feedback about the Beta Service, Customer agrees that Company owns any Feedback that Customer shares with Company. For the Beta Service 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, Company releases a Beta Service for general availability, it is no longer a "Beta Service" and is treated as a part of Service for all purposes under this Agreement (including the payment of applicable additional Fees).