

MYSA HQ TERMS AND CONDITIONS (the “**Terms**”)

Provider and Customer agree as follows:

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "**Authorized User**" means all Persons authorized by Customer to access and use the Services through Customer's account under this Agreement including Customer's employees, consultants, contractors, and agents.

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services. For greater clarity, Customer Data includes any personal information uploaded to or downloaded from use of the Services.

(d) "**Customer Systems**" means Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

(e) "**Documentation**" means Provider's user manuals, handbooks, and guides, if any, relating to the Services provided by Provider to Customer either electronically or in hard copy form/end-user documentation relating to the Services.

(f) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

(g) "**Personal Information**" means any information that relates to an individual person and identifies or can be used to identify, locate or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual, including, but not limited to (a) first and last name; (b) home or other physical address, including street name and name of city or town and/or province or territory; (c) email address or other online information, such as a username and password; (d) telephone number; (e) government-issued identification or other number; (f) financial or payment card account number; (g) date of birth; and (h) any information that is combined with any of (a) through (h) above.

(h) "**Provider IP**" means the Services, the Documentation, and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any

patent, copyright, trademark, trade secret, database protection, or other intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(i) "**Provider Systems**" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

2. Purchase and Sale.

(a) Purchase and Sale of Products. Subject to the terms and conditions of this Agreement, Customer shall, exclusively, purchase from Provider, and Provider shall, on a non-exclusive basis, sell to Customer, the Products. Purchase of the Products by Customer will allow Customer to access the Services, as set out in Section 3, subject to the terms and conditions of this Agreement. For greater clarity, Customer will only receive access to the Services if Customer purchases the Products directly from Provider and not through any third party reseller.

(b) Conflicting Documents. This Agreement is expressly limited to the terms of this Agreement and the Basic SOW Terms set out in the applicable Statement of Work. The terms of this Agreement prevail over any terms or conditions set out in any other documentation and expressly exclude any of Customer's general terms and conditions set out in any Statement of Work or other document issued by Customer. In the event of any conflict between the terms of this Agreement and the terms of any Statement of Work or any other document issued by Customer, the terms of this Agreement prevail.

(c) Delivery. The Products will be delivered within a reasonable time after the Effective Date, subject to availability of finished Products. Provider shall not be liable for any delays, loss, or damage in transit.

3. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable (except as permitted under Section 13(j)) right to access and use the Services during the Services Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) Documentation Licence. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as permitted under Section 13(j)) license to use the Documentation during the Services Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(i) Provider has and will retain sole control over the operation, provision, maintenance, and management of the Services and Provider Systems; and

(ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Systems by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any:

(A) information, instructions, or materials provided by any of them to the Services or Provider;

(B) results obtained from any use of the Services or Provider Materials; and

(C) conclusions, decisions, or actions based on such use.

(d) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to:

(i) copy, modify, display, transfer, transmit or otherwise distribute or provide the Services or Documentation to any third party;

(ii) create derivative works of the Services or Documentation, in whole or in part;

(iii) rent, lease, lend, sell, license, sublicense, assign, publish, or otherwise make available the Services or Documentation;

(iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the Services, in whole or in part;

(v) remove any proprietary notices, asset tags, brand labels or marks placed on the Software or Documentation;

(vi) attempt to circumvent or compromise the security features of the Services or Documentation; or

(vii) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(e) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(f) Use Increases. Customer may increase the maximum number of Authorized Users at any time during the Term or Services Term by submitting an additional statement of work to Provider with the number of additional Products the Customer wishes to increase (“**Additional Products**”). In such event, Provider will charge Customer the prorated Fees through the end of the then-current Services Term. Additional statements of work will be incorporated into this Agreement and will be bound by the same terms and conditions.

(g) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if:

(i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to any Person's personal health information; (D) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (E) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (F) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law;

(ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or

(iii) in accordance with Section 5(a) (any such suspension described in subclause (i), (ii), or (iii), a “**Service Suspension**”).

Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(h) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider 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's Confidential Information.

(i) Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services and Documentation that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its customers, (ii) the competitive strength of or market for Provider's services, or (iii) the cost efficiency or performance of the Services; or (b) to comply with applicable Law.

(j) Additional Services: To the extent Provider agrees to provide Services not specified herein or pursuant to a separate written service change form, Customer shall pay Provider its then current fees, plus expenses, for such Services. For clarification, Provider does not have an obligation to provide any Service or make any change to the scope of Services except as agreed in writing by Provider. Provider reserves the right, in its sole discretion, to make any changes to the Software, the Services, and Provider Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Providers' services to its customers, (ii) the competitive strength of or market for Provider's services, or (iii) the Software's or the Services' cost efficiency or performance; or (b) to comply with applicable law.

4. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use all reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3(d), Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Documentation and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Provider of any such actual or threatened activity.

(c) Data Backup. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

(d) Effect of Customer Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

5. Fees and Payment

(a) **Fees.** Customer shall pay Provider fees for each thermostat Product purchased and access to the Services ("**Fees**") as set forth in the Statement of Work and in this Agreement without off-set or deduction. Customer shall make all payments hereunder as set out above, on or before the due date set forth herein. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of twelve percent (12%) per annum or, if lower, the maximum amount permitted under applicable Law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such failure continues for five (5) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value-added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, state territorial, or local governmental entity on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income. If Customer is a tax-exempt institution or entity and provides Provider with a tax exemption certificate, Provider will not charge the tax from which Customer is exempt.

(c) **Fee Increases.** Provider may increase Fees for any calendar year after the first calendar year of the Initial Term, including any calendar year of any Renewal Term.

6. Confidential Information.

(a) **Confidential Information.** In connection with this Agreement each party (as the "**Disclosing party**") may disclose or make available Confidential Information to the other party (as the "**Receiving party**"). Subject to Section 6(b), "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing party considers confidential or proprietary, including information consisting of, or relating to, the Disclosing party's technology, products, intellectual property, trade secrets, know-how, business operations, third-party confidential information, plans, strategies, customers, and pricing and information with respect to which the Disclosing party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing, all Documentation is the Confidential Information of Provider and the financial terms and existence of this Agreement are the Confidential Information of Provider.

(b) **Exclusions.** Confidential Information does not include information that the Receiving party can demonstrate by written or other documentary records:

(i) was rightfully known to the Receiving party without restriction on use or disclosure before such information is disclosed or made available to the Receiving party in connection with this Agreement;

(ii) was or becomes generally known by the public other than by non-compliance with this Agreement by the Receiving party or any of its Representatives;

(iii) was or is received by the Receiving party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or

(iv) was or is independently developed by the Receiving party without reference to or use of any Confidential Information.

(c) Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving party shall:

(i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(ii) except as may be permitted by and subject to its compliance with Section 6(d), not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving party's obligations under this Section 6(c); and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 6(c);

(iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and

(iv) ensure its Representatives' compliance with, and be responsible and liable for, any of its Representatives' non-compliance with, the terms of this Section 6.

(d) Compelled Disclosures.

(i) If the Receiving party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information, then, to the extent permitted by applicable Law, the Receiving party shall:

(A) promptly, and before such disclosure, notify the Disclosing party in writing of such requirement so that the Disclosing party can seek a protective order or other remedy or waive its rights under Section 6(c); and

(B) provide reasonable assistance to the Disclosing party, at the Disclosing party's sole cost and expense, in opposing such disclosure or seeking an injunction, a protective order, or other limitations on disclosure.

(ii) If the Disclosing party waives compliance or, after providing the notice and assistance required under this Section 6(d), the Receiving party remains required by Law to disclose any Confidential Information, the Receiving party shall disclose only that portion of the Confidential Information that the Receiving party is legally required to disclose.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP. Customer acknowledges and agrees that it has no right, license, or authorization with respect to any of the Services or Documentation (including any Provider IP therein) except as expressly set forth in Section 3(a) or the applicable third-party license, in each case subject to Section 3(d).

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, assignable, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) EXCEPT FOR THE LIMITED EXPRESS WARRANTIES DESCRIBED IN THE PROVIDER'S WARRANTY POLICY AND TERMS AVAILABLE ON ITS WEBSITE, (A) NEITHER PROVIDER NOR ANY PERSON ON PROVIDER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER, INCLUDING ANY CONDITIONS OR WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A

PARTICULAR PURPOSE; OR (iii) PERFORMANCE OF PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND (B) CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION, CONDITION OR WARRANTY MADE BY PROVIDER, OR ANY OTHER PERSON ON PROVIDER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED IN THE PROVIDER'S WARRANTY POLICY AND TERMS .

(b) THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable legal fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's Canadian and United States intellectual property rights, *provided that* Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or applicable Laws relating to the protection of Personal Information and any Third-party Claims based on Customer's or any Authorized User's (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, *provided that* Customer may not settle any Third-party Claim against Provider unless Provider consents to such settlement, and *further provided that* Provider will have the right, at its option, to defend itself against any such Third-party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD party. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED A MAXIMUM AMOUNT OF \$10,000 OR THE TOTAL AMOUNT PAID TO PROVIDER UNDER THIS AGREEMENT, WHICHEVER IS LESS.

10. Indirect Liability

IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11. Limitation of Liability

IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNT PAID TO PROVIDER UNDER THIS AGREEMENT OR A MAXIMUM AMOUNT OF \$10,000, WHICHEVER IS LESS, IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Term and Termination.

(a) Term. The term of this Agreement (the "Term") commences on the Effective Date and continues thereafter in accordance with Section 12(b) or unless and until sooner terminated as provided in Section 12(c).

(b) Unless another initial term is specified in the Statement of Work, the initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until two (2) years from such date (the "**Initial Term**"). This Agreement will automatically renew for successive one (1) year terms after the Initial Term unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Services Term**").

(c) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 3(d) or Section 6;

(ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party:

(A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;

(B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;

(C) makes or seeks to make a general assignment for the benefit of its creditors; or

(D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider

IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(e) Survival. This Section 12(e) and Section 1, Section 5, Section 6, Section 7, Section 8, Section 9, Section 10, Section 11 and Section 12 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the fifth business day after the date mailed, by certified or registered mail. Such communications must be sent to the respective parties at the addresses indicated below (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section).

The address for service for each of the parties shall be as follows:

(i) If to the Provider:

402-34 Harvey Road
St. John's, NL

A1C 2G1

Attention: Heather Simmons

Email: heather.simmons@getmysa.com

(ii) If to the Customer to the e-mail address listed above.

(c) Force Majeure. In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, epidemics, pandemics, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (each of the foregoing, a "**Force Majeure Event**").

(d) Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

(e) Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Governing Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Newfoundland and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Newfoundland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Newfoundland.

(h) Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Newfoundland, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons,

notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

(i) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. For purposes of this Section, and without limiting its generality, any amalgamation, arrangement, or reorganization involving Customer will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Provider's prior written consent is required. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

(j) Third party Beneficiaries. The parties do not confer any legal, equitable or other rights or remedies of any nature whatsoever under or by reason of this Agreement upon any Person other than the parties and their respective successors and permitted assigns.

(k) Independent Contractor. Provider will perform the Services as an independent contractor and will not act, hold itself out as, or be an agent of Customer. Provider personnel are not, and will not be construed as, Customer's employees and will not be entitled to any benefits offered by Customer to employees. Provider is responsible for complying with applicable laws, rules and regulations relating to its employees and personnel including, but not limited to, those related to immigration, taxation and workers' compensation.

(l) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 6 or, in the case of Customer, Section 3(d), would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

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