

## MASTER SERVICES & SUBSCRIPTION AGREEMENT

THIS MASTER SERVICES & SUBSCRIPTION AGREEMENT ("MSSA") is entered into as of the signing of the Order ("Effective Date") and governs the provision of SaaS services by Intellex Technologies, ULC's ("Intellex") and its respective affiliates (collectively, "Provider") to the entity that executed the Order, on behalf of its subsidiaries and Affiliates (collectively "Customer"). If an Order or separate agreement was not signed, then by using the Intellex Platform or Services, as defined below, you agree to these terms and conditions.

Customer and Provider (each a "Party" and together the "Parties") hereby agree as follows:

### 1. **SCOPE**

- 1.1. Customer requested access and use of Provider's products and/or services ("Services") by way of an order, online form, statement of work, or other similar document issued by Provider ("Order(s)").
- 1.2. This MSSA, any attached schedules, and the applicable Orders (collectively, "Agreement") govern Customer's access and use of the Services and represent the Parties' complete understanding regarding Customer's access and use of the Services. The Agreement shall take precedent over any Customer purchase order or other ordering document not issued by Provider and the Parties expressly agree that any terms and conditions on such purchase order will not apply.
- 1.3. In the event of a conflict between the MSSA and an Order, the Order shall control.

### 2. **DEFINITIONS**

- 2.1. "Affiliate" means any other entity that, directly or indirectly, controls, is controlled by, or is under common control with, Customer.
- 2.2. "Aggregate Data" means Anonymous Data combined with anonymized data from other sources.
- 2.3. "Anonymous Data" means the statistical and usage data related to the Services that is derived from anonymizing and aggregating Customer Data.
- 2.4. "Authorized Users" means Customer's employees, agents, and independent contractors who-- in accordance with the number and types of users as set out in the applicable Order—Customer authorizes to use the Services.
- 2.5. "IP Claim" means any third-party claim, suit, or proceeding filed against Customer alleging that the Services infringe any intellectual property rights of said third-party claimant in Canada or the United States.
- 2.6. "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, and includes this Agreement and all Orders as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such Party. Notwithstanding the foregoing, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party. Where the Disclosing Party is the Customer, Confidential Information shall not include any information provided by Customer through the public forums or Aggregate Data.
- 2.7. "Customer Data" means all electronic data or information submitted by Customer to be stored or processed in connection with the Services.
- 2.8. "Taxes" means any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.

### 3. **ACCESS TO SERVICES**

- 3.1. **Right to Use Services:** Provider grants Customer, subject to the terms and conditions of the Agreement, a non-assignable, non-transferable (except as explicitly provided in the Agreement), non-exclusive right to permit Customer's Authorized Users to access and use the Services solely for Customer's internal business purposes, subject to any specific usage restrictions set forth in the applicable Order.
- 3.2. **Services:** Provider will provide any required implementation and professional services as listed in the Order (the "Professional Services").
- 3.3. **Data Protection:** Provider will utilize and regularly monitor administrative, physical, and technical safeguards, that meet or exceed industry standards, to maintain the security, confidentiality, and integrity of Customer Data. These safeguards will be designed to prevent any unauthorized access, use, modification, or disclosure of Customer Data, including by Provider personnel. Notwithstanding the foregoing, Provider may access and

utilize Customer Data: (i) as necessary to provide the Services; and (ii) as compelled by law in accordance with Section 7.1.

- 3.4. Hosting:** Hosting services may be provided by a Hosting Partner and certain other services may be provided by a subcontractor of Provider. Customer authorizes the use of such subcontractors, the list of which can be provided upon request, provided that Provider shall (a) carry out adequate due diligence to ensure that the subcontractor is capable of providing the level of protection stated herein (b) enter into a written agreement with such subcontractor enabling Provider to enforce the restrictions stated herein and (c) subject to the terms of this Agreement, Provider shall be responsible for the actions of the subcontractor, to the extent that such actions are directly related to the services provided to Customer.

#### **4. CUSTOMER RESPONSIBILITIES WITH RESPECT TO THE SERVICES**

- 4.1. Services:** Except as expressly provided herein, Customer agrees that it will not itself, and will not permit others to: (i) sub-license, sell, rent, lend, lease or distribute the Services or any intellectual property rights in the Services or otherwise make the Services available to others other than the Customer and its Authorized Users; (ii) use the Services in violation of any applicable law (iii) reverse engineer, de-compile, disassemble or create any derivative works of the Services not authorized by Provider; (v) infect the Services with viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of the Services.
- 4.2. Additional Restrictions:** Customer agrees that it will not itself, and will not permit others to: (i) modify the Services in any way not authorized by Provider (ii) use the Services for any purpose or in any manner not expressly permitted in this Agreement or the applicable Order (iii) remove or obscure any proprietary notices or labels on the Services (iv) use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Providers operation of the Platform.
- 4.3. Other Responsibilities:** Customer shall ensure that: (i) the maximum number and type of Authorized Users that will be permitted to use the Services and their mode of access shall comply with applicable Order(s); (ii) the Authorized Users will use the Services in accordance with the terms and conditions of this Agreement and the applicable Order; and (iii) its network and systems used in conjunction with the Services comply with the applicable documentation that may be updated from time to time. Customer is solely responsible for procuring and maintaining network connections and telecommunications links from its systems to Provider's data centers and maintaining the security of its equipment and account access passwords.
- 4.4. Customer Data:** Customer acknowledges that the collection of Customer Data is the sole and exclusive responsibility of Customer. Customer acknowledges that Provider is not responsible in any way for any intellectual property infringement or the violation of any third party's rights or any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising from or relating to the Customer Data. In relation to all personal data within the Customer Data, Customer warrants that such personal data shall have been obtained and supplied to Provider in compliance with applicable laws, including, but not limited to, data protection legislation, and Customer warrants that it has obtained all necessary consents and approvals from users that are necessary to permit Provider to provide the services under this Agreement. Customer further agrees to not use the Services to store, process, or transmit any sensitive financial information, including, but not limited to, any account number, credit or debit card number (with or without any required security code), or password that would permit access to an individual's financial account, and Provider disclaims responsibility for any such data.

#### **5. PAYMENT AND INVOICING**

- 5.1. Fees:** Services are purchased on a subscription basis (the "Subscription Fee") as specified in the applicable Order(s). Additional subscriptions may be added during the Subscription Term. Fees for Professional Services will be as set out in the applicable Order(s).
- 5.2. Invoicing and Payment:** All fees are invoiced in advance, unless otherwise set out in the applicable Order. Unless otherwise stated in the applicable Order, invoiced charges are due within thirty (30) days from receipt of invoice. Payment obligations are non-cancelable and fees paid are non-refundable except as otherwise set out in this Agreement.
- 5.3. Late Payment:** If any amounts are not received by Provider by the date specified on the applicable Order (unless subject to good faith dispute), then such charges shall accrue late interest at the rate of 1.5% compounded (19.6% per annum) of the outstanding balance per month or the maximum rate permitted by law (whichever is lesser), from the date the payment was due until the date paid; and Provider may, without limiting its other rights and remedies, suspend Customer's access to the Services, in whole or in part, until such amounts are paid in full.
- 5.4. Taxes:** Unless otherwise stated, fees do not include any Taxes. Customer is responsible for paying all Taxes associated with the purchases under the Order. If Provider has the obligation to pay or collect any Taxes associated with an Order for which Customer is responsible, then the appropriate amount shall be included in

the invoice and Customer agrees to pay such amount. For clarity, Provider is solely responsible for taxes assessable against it based on its income, property, or employees.

## **6. PROPRIETARY RIGHTS**

- 6.1. Services:** Subject to the limited rights expressly granted hereunder, Provider reserves all rights, title, and interest in and to the Services and all modifications and improvements to the Services (including Aggregate Data), plus all related intellectual property rights. Except as expressly stated in this Agreement, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services.
- 6.2. Customer Data:** Customer reserves all rights, title, and interest in and to the Customer Data, and subject to the limited rights granted by Customer hereunder, Provider acquires no right, title or interest from Customer under this Agreement in or to Customer Data or any intellectual property rights therein. Customer grants Provider a limited license to copy, transmit, display, and modify such Customer Data, solely as necessary for Provider to provide services to Customer under this Agreement, as well as to derive Aggregate Data.

## **7. CONFIDENTIALITY**

- 7.1. Confidentiality:** The Receiving Party shall: (i) protect the Disclosing Party's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care); (ii) not use (except to perform its obligations hereunder or exercise its rights hereunder) or disclose to any third person any such Confidential Information, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to such Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed agreements with the Receiving Party containing confidentiality protections no less than those herein. If the Receiving Party is required by law to make any disclosure of such Confidential Information, the Receiving Party, if permitted by law, shall first give written notice of such requirement to the Disclosing Party, and shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and reasonably cooperate with the Disclosing Party in seeking to obtain such protection. Each Party may also confidentially disclose the terms and conditions of this Agreement to actual or potential financing sources or acquirers.
- 7.2. Feedback:** To the extent Customer provides any suggestion, idea, enhancement requests, recommendations or comments related to the Services ("Feedback") to Provider, such Feedback will not be considered Confidential Information and Provider will have the unrestricted right to use, profit from, disclose, publish or otherwise exploit any Feedback without any compensation to Customer. Customer shall have no intellectual property rights in any developments arising from any Feedback.
- 7.3. Usage and Performance:** Aggregate Data and data collected by Provider for the purpose of monitoring usage and performance of the Services by Customer will not be considered Confidential Information and shall only be utilized for the legitimate interest of delivering the Services to Customer.

## **8. DISCLAIMER**

- 8.1. ALL WARRANTIES RELATED TO THE SERVICES SHALL BE STATED IN THE APPLICABLE SCHEDULE. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN EACH SCHEDULE, PROVIDER MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.**

## **9. INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT**

- 9.1. Provider will defend at its expense any IP Claim and will pay all costs and damages finally awarded against Customer by a court of competent jurisdiction or any settlement amounts finally agreed to by Provider as a result of any such IP Claim, provided that Customer (i) promptly notifies Provider in writing of such IP Claim, (ii) transfers sole control of the defense of the IP Claim and all negotiations leading to a settlement or resolution (provided that Customer will have the right to reasonably participate, at its own expense, in the defense of any such IP Claim); and (iii) reasonably co-operates with and assists Provider in the defense of such IP Claim.**
- 9.2. If an IP Claim arises, or in Provider's opinion, may arise, then Provider may at its sole option and in its sole discretion (i) replace or modify that portion of the Services so as to avoid the IP Claim; (ii) procure the right for Customer to continue the use of the Services, or (iii) terminate that portion of the applicable Order corresponding to the IP Claim and refund to Customer a pro rata amount of the fees actually paid by Customer to Provider for the unused Subscription Term of such Order.**
- 9.3. The foregoing indemnities will not apply to any IP Claim based upon or arising from (i) any unauthorized use or modification of the Services, to the extent the IP Claim relates to such unauthorized use or modification; (ii) use of the Services in combination with any software, data, content or hardware not provided or required by**

Provider, to the extent the IP Claim relates to the combination or (iii) any work product configured specifically for Customer based on specifications provided by Customer that are outside of Provider's standard specifications to the extent the IP Claim related to such work product created based on those specifications.

- 9.4. THE FOREGOING REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND PROVIDER'S ENTIRE LIABILITY AND OBLIGATION WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.**

**10. LIMITATION OF LIABILITY**

- 10.1. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED, INCLUDING LOST PROFITS AND REVENUES OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 10.2. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM LEADING TO SUCH LIABILITY (OR IN THE CASE THAT TWELVE (12) MONTHS HAS NOT YET PASSED, AN AMOUNT THAT WOULD BE EQUAL TO TWELVE (12) MONTHS OF PAYMENTS).**
- 10.3. SECTION 10.2 SHALL NOT APPLY TO (i) CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICES UNDER THIS AGREEMENT; (ii) ANY BREACH OF SECTION 4.1; (iii) INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1; OR (iv) EITHER PARTY'S FRAUD, WILFUL MISCONDUCT OR GROSS NEGLIGENCE.**

**11. TERM & TERMINATION**

- 11.1. Term:** This Agreement shall be effective for the term set out in the first Order (the "Initial Term"). The Agreement and any purchased Subscription(s) will automatically renew for additional one-year terms (each a "Renewal Term") unless either Party gives written notice of non-renewal to the other Party at least sixty (60) days before the end of the current term. The Initial Term along with any Renewal Term(s) constitute the "Subscription Term." Additional subscriptions purchased on any subsequent Order(s) will co-terminate with the Subscription Term.
- 11.2. Termination:** If either Party fails to substantially comply with any material provision of this Agreement or any Order, and such breach has not been cured within thirty (30) days after receipt of written notice thereof, the non-breaching Party may terminate this Agreement or the affected Order. Upon expiration or termination of this Agreement, (a) Customer shall cease any further use of the Services or documentation, (b) each Receiving Party will return or destroy, at the Disclosing Party's option and upon written request, the Disclosing Party's Confidential Information in the Receiving Party's possession or control, (c) all fees that have accrued as of such expiration or termination, and Sections 6, 9, 10, 11 and 12, will survive any expiration or termination of this Agreement or the affected Order and (d) if this Agreement or an Order is terminated due to Provider's uncured breach, then Provider will refund to Customer a pro rata amount of the fees actually paid by Customer to Provider for the unused Subscription Term of the affected Order.

**12. GENERAL**

- 12.1. Assignment:** Neither Party may assign this Agreement nor any rights or obligations herein without the other Party's prior written approval, except that either Party may assign this Agreement to a successor to substantially all of its assets or business related to this Agreement or an Affiliate. Any purported assignment in violation of this Section shall be void.
- 12.2. Miscellaneous:** Notices to Provider must be addressed to the Legal Department of Provider and emailed to [legal@intelex.com](mailto:legal@intelex.com). Notices to Customer may be delivered to the contact information for Customer provided in the Order. This Agreement shall be governed by the domestic laws of the Province of Ontario, Canada, and the courts of that Province shall have the exclusive jurisdiction over all matters arising under this Agreement. The parties expressly exclude application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Conventions, 1980). If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 12.3. Force Majeure Event:** No delay, failure or default, will constitute a breach of this Agreement, to the extent caused by acts of war, terrorism, hurricanes, earthquakes, pandemics or epidemics, other acts of God or nature, strikes or other labour disputes, riots or other causes beyond the performing Party's reasonable control (collectively, a "Force Majeure Event"). At the time of executing this Agreement, both Parties are aware of the COVID 19 pandemic and both Parties are entering into the Agreement able to fulfill their obligations under the current conditions. Neither Party shall make claims based on Force Majeure stemming from the current

conditions, however if there is a material change in restrictions or impact stemming from COVID-19 and this reasonably affects either Party's ability to fulfill its obligations, then a Force Majeure exception may be made.

**12.4. Third Party Applications:** Third-party applications purchased by Customer through Provider or otherwise shall not be governed by this Agreement

**12.5. Intellex Platform:** If Customer is purchasing subscriptions to the Intellex Platform, as further described below, the terms and conditions stated in the Intellex Schedule, if attached, shall apply.

## INTELEX SCHEDULE—INTELEX TERMS OF USE

The terms and conditions of this Intellex Schedule apply to Customer's use of Intellex's Software-as-a-Service-based subscription services ("SaaS"), professional and support services, along with any related work product (such as SaaS, professional and support services and work product, collectively, the "Intellex Platform") ordered by Customer under an order form, statement of work, or other ordering document issued by Intellex (including any online form, which Customer agrees is subject to acceptance or rejection by Intellex) specifying the services to be provided hereunder (each an "Order" and collectively, the "Orders"). The terms contained in this Intellex Schedule shall apply to the Intellex Platform only and are in addition to all other terms stated within the main body of the Agreement. All usage restrictions, IP terms and other terms applicable stated in the main body of the Agreement above shall apply to the Intellex Platform.

### 1. DEFINITIONS

- 1.1. "Default Storage Capacity" means the maximum allowable aggregate size of the Customer Data that may be stored on the Intellex Platform, which is 50 gigabytes, and the maximum allowable aggregate size of the Customer Data that may be stored in the ACTS Service production and non-production environment, which is 100 gigabytes. Additional storage capacity may be purchased as provided under an applicable Order Form.
- 1.2. "Documentation" means as related to the SaaS, the documentation on SaaS technical specifications made available to Customer via an Intellex online portal.
- 1.3. "Business Day" means any weekday of the year (Monday through Friday) except for the following: New Year's Day (January 1), and Christmas Day (December 25).
- 1.4. "Hosting Partner" means a third-party provider of hosting services that operates a certified hosting center equivalent to SSAE16 Type II SOC2 certification.

### 2. GENERAL

- 2.1. Intellex will provide the Intellex Platform and related support services in accordance with the service level terms stated in Section 6 and 7 below.
- 2.2. Intellex shall regularly test its security safeguards, including through the use of penetration or vulnerability testing, and Intellex shall make reports available to Customer upon request. If Intellex does not make such report available to Customer upon request, then Intellex will allow Customer to conduct its own penetration test, provided that (a) the timing of such testing is mutually agreed upon, (b) testing is on the most recent version of the Intellex Platform and (c) Intellex is solely responsible for the manner in which vulnerabilities are remedied.
- 2.3. Restrictions: In addition to all restrictions stated in the main body of the Agreement which apply to the use of the Intellex Platform, the Parties agree that if either Party discovers that Customer has exceeded the applicable number and type of Authorized Users in the applicable Order, or that the aggregate size of the Customer Data has exceeded the Default Storage Capacity, such Party will immediately notify the other Party, and Customer will pay Intellex its then-current standard listed fees for such overage up to that point. Thereafter, Intellex may either (a) require Customer to either bring its usage within the limits of such restrictions or (b) increase Customer's permitted number of Authorized Users, or Default Storage Capacity (subject to continued payment of such fees for such overage).

### 3. WARRANTY

- 3.1. SaaS Warranty: Intellex warrants that the SaaS, as delivered, shall perform materially in accordance with the specifications contained in the then current Documentation that relates to the SaaS. In the event of any breach of the warranty in this sub-section during the term of this Agreement, Intellex shall, as its sole liability and Customer's sole remedy (in addition to any termination right that may arise from such warranty breach), diligently remedy such deficiencies that cause the SaaS to not conform to this warranty. If Intellex determines that it is unable to remedy such deficiencies, Intellex may terminate that portion of the applicable Order affected and refund to Customer a pro rata amount of the fees actually paid by the Customer to Intellex for the unused Subscription Term of the defective SaaS.
- 3.2. Professional Services: Intellex warrants that the Professional Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. Customer's sole and exclusive remedy (in addition to any termination right that may arise from such warranty breach) with respect to this warranty will be that Intellex shall correct the breach of this warranty within a commercially reasonable period, provided that Customer reports any warranty claims to Intellex within thirty (30) days after the later of (a) the delivery



of the related Professional Services or (b) the expiry of any User Acceptance Testing period stated in the Order, if applicable.

- 3.3.** EXCEPT FOR THE EXPRESS WARRANTIES SET OUT ABOVE, PROVIDER MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE INTELEX PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.

#### **4. CONTENT**

- 4.1** The primary use for the Intellex Platform is to provide a medium to host and process Customer Data. However, as a supplemental portion of the Intellex Platform, Intellex may make Content available to Customer within the Intellex Platform. "Content" means data, templates, informational content, factors, compliance standards, images or materials that is produced by Intellex or licensed to Intellex by third parties, excluding Customer Data.
- 4.2** Intellex shall make good faith efforts, consistent with industry standards, to ensure such Content is accurate and complete however Intellex provides the Content on an "As-Is" basis and makes no representations, guarantees or warranties (express, implied or otherwise) of any kind concerning the Content, including, without limitation, no warranties of satisfactory quality, availability, timeliness, fitness for a particular purpose, accuracy, completeness, merchantability, up-to-datedness, title or against infringement of the proprietary or other rights of third parties. Customer shall use such Content at its own risk. Intellex reserves its right to change, update or discontinue in any way part or all of the Content without notice.
- 4.3** Customer may be required to complete additional forms or documents in order to use the Content, provided that Intellex shall notify Customer prior to of such requirement. Customer shall ensure its Authorized Users use the Content in accordance with the terms applicable to Services under this Agreement.

#### **5. TERMINATION**

- 5.1.** Return of Customer Data: Upon Customer's written request, where such request must be made within thirty (30) days following expiration or termination of this Agreement, Intellex shall return Customer Data stored on the Intellex Platform to Customer via secure FTP and in an industry standard database format at no cost to Customer. All Customer Data shall be deleted by Intellex within ninety (90) days after expiration or termination of this Agreement.
- 5.2.** Transition Services: Intellex may provide transition services to Customer, upon expiration or termination of this Agreement, under an applicable statement of work signed by both Parties and at Intellex' then current fee rate for such Professional Services.

#### **6. GENERAL SERVICE LEVEL TERMS**

##### **SCOPE**

- 6.1** "Support" consists of Intellex assisting Customer's Authorized Users in the following ways:
- (i) Resolve defects relating to the SaaS. A defect is any error, problem, or malfunction of the SaaS such that it does not conform to the Documentation ("Defect").
  - (ii) Provide online resources via the online customer portal.
  - (iii) Notify customers of, and provide access to, patches, Software Updates and Documentation released by Intellex.
- 6.2** Support does not include:
- (i) Implementation services
  - (ii) Configuration services
  - (iii) Customization services
  - (iv) Integration services
  - (v) Training and / or walkthroughs of the system
  - (vi) Assistance with administrative tasks and functions
  - (vii) Defects related to third-party components, including Customer's infrastructure and network

Support is not required to provide resolutions for Defects due to non-standard modifications of the SaaS made by any person other than Intellex or a person acting on Intellex's direction.

**BUSINESS HOURS**

- 6.3** InteleX shall provide Support every business day from the hours of 4:00 a.m. ET to 8 p.m. ET.
- 6.4** Severity 1 defects can be reported 24 hours a day, 7 days a week, 365 days a year by submitting a Severity 1 ticket or calling the after-hours support number detailed in Section 6.7.

**SUPPORT CONTACTS**

- 6.5** Customer can appoint up to five (5) Authorized Users to engage InteleX' Support Team ("Support Contacts"). Support Contacts will have the ability to approve:
- (i) System updates to the SaaS
  - (ii) Changes suggested by Support to resolve a defect
  - (iii) Changes to Customer's list of Support Contacts

**CUSTOMER RESPONSIBILITIES**

- 6.6** Customer's obligations to the Support Team are as follows:
- (i) Customer agrees to receive from InteleX (or an authorized reseller), notifications via email, phone, or through the online ticketing system as they relate to the Support process.
  - (ii) Only Customer Support Contacts are authorized to contact Support.
  - (iii) Customer shall ensure Support Contacts are familiar and knowledgeable on the use and administration of the SaaS.
  - (iv) Customer agrees to provide InteleX with all information and materials reasonably requested by InteleX, including reasonable access to the SaaS to enable replicating, diagnosing, and correcting a Defect reported by Customer. Customer acknowledges that InteleX's ability to provide satisfactory support services is dependent on InteleX having the information necessary to replicate the reported problem with the SaaS.
  - (v) Support will be provided remotely and if InteleX is required to attend a Customer's premises the costs shall be agreed in a Statement of Work.

**CONTACT INFORMATION**

- 6.7** Customer may contact InteleX using one of the following methods:
- (i) Ticket: As the primary method of contact, Customer may submit a ticket any time using the InteleX online ticketing system hosted on InteleX Community (or future successor). Customer's Support Contacts will obtain access to the system as part of a transition to Support at the completion of the implementation project.
  - (ii) Phone: If the InteleX online ticketing system is unavailable, Customer may call InteleX' Support Team using the contact information at: <https://www.inteleX.com/contact-us>
  - (iii) After-hours: For Severity 1 issues only, Customer may submit a Severity 1 support ticket outside of business hours. If the InteleX online ticketing system is unavailable, Customer may call (416) 847 8985. This line is open on a 24-hour, 7-day per week basis for Severity 1 issues only.
  - (iv) Authorized reseller: If applicable, Customer may contact an InteleX reseller in accordance with its agreement with the reseller.

**SERVICE LEVELS**

- 6.8** InteleX will provide the support services stated in the table below for the SaaS.
- (i) "Notification" means a submitted support ticket by Customer or a support call made by Customer to InteleX.
  - (ii) "Response" means acknowledgment of the Notification and assignment of a Support analyst to investigate the defect.
  - (iii) "Resolution" means the Defect has been resolved and InteleX has notified Customer of such resolution. Time spent waiting for information or confirmation from Customer is not counted in the Resolution time measurement.

Response times are based on the Severity of the issue as defined below. InteleX will provide response and resolution according to the timeline targets below.



Severity	Definition	Response Target
Level 1	SaaS is entirely inoperable as follows: (i) No users can log on to the web application. (ii) No users can log on to the mobile application. (iii) No records can be submitted system wide.	30 minutes from time of notification (24x7x365) and four (4) hour Resolution target.
Level 2	Customer can use the SaaS, but one or more areas of function are inoperable, including: (i) Inability to run reports. (ii) Failure to submit records or modify any existing records within an application. (iii) Failure to send any notifications. (iv) Failure to execute any scheduled events or services. (v) Multiple users are unable to access the SaaS.	One (1) business day from time of notification
Level 3	A defect in the SaaS affecting an area of function, including: (i) A subset of reports is not running. (ii) Cannot create or modify a subset of application records. (iii) A subset of emails is not generated or sent. (v) Failure of a subset of scheduled events or services	Three (3) business days from time of notification.
Level 4	A support inquiry not related to a defect, including: (i) Intelex process questions. (ii) Administration of Authorized User list. (iii) Patch requests.	Five (5) business days from time of notification.

The table above does not apply to the Intelex Asset & Compliance Tracking System (“ACTS”) service that may be purchased by Customer. The applicable ACTS Service Levels are provided under Section 7 of this Schedule.

## SYSTEM AVAILABILITY

**6.9** The SaaS shall be available 99.9% of the time, as calculated monthly on a 24-hour / 7-day basis, excluding Exempt Downtime. “Exempt Downtime” is a period where the SaaS is unavailable due to:

- (i) Scheduled maintenance necessary to implement any updates, upgrades, or other modifications to the SaaS or perform routine maintenance activity. Intelex will provide Customer with advanced notice two (2) weeks prior to the scheduled date.
- (ii) Unplanned maintenance necessary to react to an emergency or unforeseen problem. Intelex will provide Customer with as much advanced notice as possible. Where possible, Intelex will schedule the maintenance in a period of low activity in the region.
- (iii) Failure of equipment or services not provided by Intelex such as Customer’s infrastructure, network, facilities, or public communications facilities accessed by Customer to connect to the SaaS.
- (iv) Downtime that occurs because of modifications to the SaaS made by any person other than Intelex or a person acting on Intelex’s direction.

If Intelex fails to meet the availability commitment of 99.9%, Customer, as its sole and exclusive remedy to the failure, is entitled to a credit as follows. Service credits will be applied to the next invoice for the Subscription Fee for that Subscription Term or if there will be no additional invoices due to expiration or termination of the Agreement, then Intelex shall pay the Service Credit to Customer in the form of an electronic fund transfer.

Actual Availability Percentage	Service Credit
>= 99.9%	No Credit
99% to 99.89%	3% of monthly Subscription Fee
98% to 98.99%	6% of monthly Subscription Fee
97% to 97.99%	10% of monthly Subscription Fee
< 97%	20% of monthly Subscription Fee

## SUPPORTED SOFTWARE VERSIONS

**6.10** Intelex will make available new patch versions (“Software Updates”) of the SaaS containing Defect fixes, feature updates, enhancements, and infrastructure improvements. Customer shall notify Intelex when it wants

to install the latest Software Update then the Parties will arrange the date and time of the install. Intelex will Support the SaaS on the latest released Software Update and previous twelve (12) Software Updates. Customers may continue to use non-supported versions of the SaaS but may be requested to update to the latest Software Update as a primary step in the investigation of a Defect on a non-supported version. Notwithstanding the foregoing, Intelex may notify Customer that an Update is necessary in order to resolve an identified Defect.

**6.11** Intelex will make available new versions of standard applications within the SaaS ("Application Updates") containing feature updates and enhancements. Application Updates that contain minor enhancements to applications which have not been configured to customer-specific requirements shall be provided at no cost. Application Updates may require additional cost to the Customer if Professional Services are required to implement the Application Update or if the Application Update includes a significantly different feature or functionality. Customer will be notified if any additional fees apply to an Application Update prior to install.

**6.12** Intelex may release new platform versions of the SaaS ("Platform Updates") containing major changes to the structure and functionality of the SaaS. Upgrades to a new Platform Update may come at an additional cost to the Customer. Customer will be notified if any additional fees apply to for a Platform Update prior to install.

## 7. Asset & Compliance Tracking System Service Levels

**7.1** ACTS Service Levels: The Service Levels provided under this Annex only apply to ACTS services. Intelex offers the following service levels for its Support Services for the ACTS service, subject to the exclusions provided

Defect	Impact	Response Time
Severity 1	ACTS service is inoperable / inaccessible as follows:  (i) No users can log onto the Intelex web or Intelex mobile applications (ii) No records can be submitted system wide (iii) All batch services are inoperable (iv) FTP services for exchange of data are inoperable	1 hour from time of Notification for Defect on production environment
Severity 2	Customer can access the ACTS service, but one or more areas of function are inoperable, as follows:  (i) Delay or intermittent impairment of operations that are identified as Severity 1 above, though the functionality is otherwise operable (ii) Individual batch jobs or reports are inoperable (iii) Failure of a module (e.g. cannot submit records, or edit existing records in a module) (iv) Failure to send notifications, where no reasonable alternate access method is operable (v) Multiple users are unable to access the web or mobile applications	1 Business Day from time of Notification for Defect on production environment
Severity 3	Defect in the ACTS service that does not meet the criteria for Severity 1 or Severity 2, including:  (i) Defects in module functions, such as an inability to close an individual record, or advance workflow on individual records, or modify certain fields (ii) Individual emails or notifications are not generated or sent (iii) Minor errors in module functionality which do not prevent or preclude normal operation	3 Business Days from time of Notification
Severity 4	A support enquiry, including (i) specific functionality questions; or (ii) process questions	5 Business Days from time of Notification

**7.2** Exclusions. Please note that the above service levels shall not apply to the extent that:

- (i) there is a failure of Customer's or public email or notification services which prevent delivery of ACTS notifications.
- (ii) there is a failure arising from errors in data or in the submission of data by Customer.

- (iii) Customer fails to implement configuration changes, such as web addresses, which InteleX has provided with reasonable advance notice.

