

IGLOO

Master Terms of Service

Standard – April 2020

MASTER TERMS OF SERVICE

This Master Terms of Service Agreement is made as of _____, 202_ (“**Effective Date**”), between IGLOO Inc. (“**IGLOO**”) and the party identified as customer set forth below (“**Customer**”).

Full legal name of Customer:	IGLOO Inc.
Individual signing: (print name)	Individual signing: Mark Stevenson
Signature:	Signature:
Title:	Title: VP Finance
Signing date:	Signing date:
Customer address for notice:	IGLOO address for notice: 55 King St. West, Suite 200, Kitchener, Ontario, N2G 4W1 Attn: Mark Stevenson mstevenson@igloosoftware.com cc: Michael Misener mmisener@igloosoftware.com

IGLOO and Customer agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined in this Agreement, shall have the following meanings:

- (a) **“Agreement”**, “this Agreement”, “the Agreement”, “hereof”, “herein”, “hereto”, “hereby”, “hereunder” and similar expressions mean this Master Terms of Service, including all of its Schedules and Exhibits, all Sales Contracts and SOWs, as each may be confirmed, amended, modified, supplemented or restated.
- (b) **“AUP”** means IGLOO’s acceptable use policy for use of the Hosted Service as such policy may be supplemented, modified, amended or otherwise changed from time to time, the current form of which is attached as Exhibit B to this Agreement.
- (c) **“Auto-Renewal Term”** has the meaning set forth in Section 15.1.
- (d) **“Confidential Information”** includes any information, document, material, idea or data which is disclosed by one party hereto to the other party hereto, whether orally, electronically or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information, document, material, idea or data and the circumstances of the disclosure, including information regarding a party’s products and services, technology, business plans, prices, financial information and other trade secrets or confidential information, and anything tangible from which such information may

be obtained. Confidential Information includes the terms and conditions of this Agreement. Confidential Information, however, shall not include any document, material, idea, data or other information which: (i) is known to the receiving party under no obligation of confidence, at the time of disclosure by the other party; (ii) is lawfully obtained by the receiving party from a third party who, in making such disclosure, breaches no obligation of confidence to the other party; (iii) is or becomes publicly known through no wrongful act of the receiving party; (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information; or (v) is disclosed by the other party to a third party under no obligation of confidence. The onus of proving that any of the above-mentioned exceptions applies is on the receiving party. Confidential Information of Customer shall not include any uniform resource locators or domain names that are used by Customer in connection with the Hosted Service or an IGLOO Environment.

- (e) **“Content”** includes text, messages, files, photos, video, sounds, musical works, works of authorship, links, emails, postings, code, data, images, graphics, video, chat, files, works of authorship or other materials.
- (f) **“Customer”** means the Person purchasing and subscribing for Services and designated as Customer in the Initial Sales Contract.
- (g) **“Customer Data”** means any information (including Personal Information), data, communication or Content uploaded, generated, stored or transmitted by Customer and/or Named Users as part of, or in conjunction with, the Hosted Service, but excludes any uniform resource locators or domain names that are used by Customer in connection with the Hosted Service or an IGLOO Environment.
- (h) **“Customer Technology”** means any information, materials and technology owned or controlled by Customer that the use thereof is reasonably required by IGLOO in order to perform any of the Services.
- (i) **“Deliverables”** means any customized document, customized report, customized lay-out, customized specification, customized software functionality or other customized material to be delivered by IGLOO to Customer in the course of providing Services.
- (j) **“Documentation”** means the documentation provided by IGLOO to Customer under this Agreement that is in connection with the Services and made available at <https://customercare.igloosoftware.com>.
- (k) **“Downtime”** means the Hosted Service being unavailable to Customer or Named Users for (i) ten (10) consecutive minutes, or (ii) thirty (30) minutes or more in the aggregate in a twenty-four (24) hour period, in each instance due to the failure of IGLOO to provide access to the Hosted Service for such period; provided that Downtime shall not include: (x) unavailability of the Hosted Service due to Customer or third party network or communications failure, or (y) unavailability of the Hosted Service during IGLOO's scheduled maintenance and backup windows; or (z) as otherwise expressly described in Exhibit C or elsewhere in this

Agreement. Backups are performed on the schedule outlined in IGLOO's customer support portal, which is currently available at <https://customercare.igloosoftware.com>.

- (l) **"Effective Date"** means the date first set out above.
- (m) **"Extracted Data"** means anonymized data created by IGLOO from Usage Data.
- (n) **"Hosted Service"** means the IGLOO hosted offering as set forth in the applicable Sales Contracts to which Customer acquires rights to access and use under this Agreement and includes the development and availability of an IGLOO Environment. The Hosted Service to be provided, or which Customer is otherwise entitled to receive, as of the Effective Date is as set forth in the Initial Sales Contract.
- (o) **"IGLOO Environment"** means an online environment developed by IGLOO for Customer or by Customer alone that is hosted and maintained by IGLOO.
- (p) **"IGLOO Trademarks"** means the registered and unregistered trademarks, trade names, logos or service marks of IGLOO as used by IGLOO in connection with the Hosted Service and Services from time to time.
- (q) **"Initial Sales Contract"** has the meaning set forth in Section 1.1(bb).
- (r) **"Initial Term"** means the contract period for the provision of the Services as set out in the Initial Sales Contract, which commences on the Effective Date.
- (s) **"IP Rights"** means any right that is granted or recognized under any Canadian, United States, European or foreign legislation regarding patents, copyrights, neighbouring rights, moral rights, trademarks (including trade names and service marks), trade secrets, confidential information, industrial designs, design rights, mask work, integrated circuit topography, privacy and publicity rights and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application for any of the foregoing.
- (t) **"Marketplace"** means IGLOO's online marketplace of software applications developed and licensed by IGLOO or third party software developers which interoperate with the Hosted Service.
- (u) **"Named User"** means an individual with a member account in an IGLOO Environment who is authorized by Customer to access and use such IGLOO Environment.
- (v) **"Negotiated Renewal Term"** has the meaning set forth in Section 15.1
- (w) **"Person"** means a natural person or any legal, commercial or governmental entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, group acting in concert, or any Person acting in a representative capacity.

- (x) **“Personal Information”** means information about an identifiable individual in the IGLOO Environment.
- (y) **“Professional Services”** means all professional services that IGLOO provides to Customer pursuant to this Agreement, which may include training, graphic design, consulting and project management, third party integrations or web development. All Professional Services shall be provided by IGLOO pursuant to a Sales Contract or a SOW.
- (z) **“Renewal Term”** means a Negotiated Renewal Term or an Auto-Renewal Term, as applicable.
- (aa) **“Residency Jurisdiction”** means the jurisdiction of residency of the IGLOO Environment, set out in the “Hosting Environment” field on the applicable Sales Contract.
- (bb) **“Sales Contract”** means an ordering document outlining the Services that have been selected by Customer that references and incorporates this Agreement and that is entered into between Customer and IGLOO, including any addenda and supplements thereto. The initial Sales Contract is attached, for reference, as Exhibit A to this Agreement (the **“Initial Sales Contract”**).
- (cc) **“Services”** means any of the Hosted Service, Professional Services and/or Support Services provided by IGLOO under this Agreement.
- (dd) **“SOW”** means a written statement of work for the performance of Professional Services by IGLOO that is entered into between Customer and IGLOO, including any addenda and supplements thereto, and which may reference and incorporate this Agreement or a Sales Contract.
- (ee) **“System”** means the proprietary and third-party information technology systems used by IGLOO to provide the Hosted Service.
- (ff) **“Support Services”** means the support services to be provided by IGLOO in respect of the Hosted Service which are set forth in Exhibit A at the support package level selected by Customer.
- (gg) **“Term”** means the Initial Term and each Renewal Term, if any.
- (hh) **“Third Party Services”** means third party applications, services, software, products, networks, systems, directories, websites, databases and information which the Hosted Service links to, integrates with or which Customer may connect to or enable in conjunction with the Hosted Service, including Third Party Services which may be integrated directly into an IGLOO Environment or Third Party Services available through the Marketplace.
- (ii) **“Usage Data”** means data or information generated by IGLOO with respect to Customer’s use and/or operation, and its Named Users’ use and/or operation of, the Services and the System.

1.2 **Certain Rules of Interpretation.** The parties agree to the following interpretive terms and conditions:

- (a) words importing the singular number include the plural and vice versa and words importing gender include all genders in this Agreement;
- (b) reference to any agreement, indenture or other instrument in writing means such agreement, indenture or other instrument in writing as amended, modified, replaced or supplemented from time to time, unless otherwise agreed to herein;
- (c) every use of the words “including” or “includes” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively;
- (d) any capitalized term used in this Agreement that is not defined in Section 1.1 or elsewhere in this Agreement will have the generally accepted industry or technical meaning given to such term;
- (e) the division of this Agreement into Sections, Schedules and Exhibits and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and except as expressly set out herein, references to a Section, Schedule or Exhibit refer to the applicable Section, Schedule or Exhibit to, the main body of this Agreement and not to any Section, Schedule or Exhibit to this Agreement; and
- (f) to the extent of any conflict or inconsistency between the provisions in the body of this Agreement, the Initial Sales Contract, any Schedules or Exhibits hereto, any Sales Contract (other than the Initial Sales Contract) or SOW, the inconsistency or conflict shall be resolved in the following descending order of priority: (i) the Initial Sales Contract; (ii) the main body of this Agreement (excluding the Schedules or Exhibits attached hereto); (iii) the applicable Schedules or Exhibits (except to the extent that the Schedule or Exhibit expressly states that it is intended to override the main body of this Agreement); and (iv) any Sales Contract other than the Initial Sales Contract or any SOW (except to the extent that the Sales Contract or SOW expressly states that it is intended to override the main body of this Agreement and, in such contrary event, any applicable amendment, modification, cancellation, waiver or release of the main body of this Agreement shall be deemed to apply solely to the specific Services contemplated by such specific Sales Contract or SOW).

2. **HOSTED SERVICE**

2.1 **Customer Access.** Customer’s access to and use of the Hosted Service is on a subscription basis during the Term. Customer understands and agrees that the information technology systems required for the operation and availability of the Hosted Service, including the System, external authentication software, mobile networks, and the Internet, whether or not supplied by IGLOO, can be unpredictable and may from time to time interfere with or prevent access to the Hosted Service. Customer agrees that its engagement of IGLOO to provide the Hosted Service is neither contingent upon the delivery of any future functionality or features nor

upon any oral or written public comments made by IGLOO or its personnel with respect to future functionality or features.

2.2 Rights to Use the Hosted Service. Subject to the terms and conditions of this Agreement, including without limitation the restrictions in Section 2.3, IGLOO grants to Customer a non-exclusive, worldwide, non-assignable, non-transferable (except as permitted by Section 16.4) and limited license to access and use the Hosted Service solely for Customer's own business purposes and to grant each Named User the limited right to use Customer's IGLOO Environment(s) for the purposes related to Customer's own business purposes, all in accordance with this Agreement, the Documentation and any other applicable terms or restrictions that may be set out in a Sales Contract.

2.3 Restrictions on Use.

- (a) Customer shall not, and shall not permit Named Users or any other Person to, directly or indirectly do any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Hosted Service (or any part thereof) and/or the System; (ii) modify, translate, or create derivative works based on any portion of the Hosted Service or any Deliverables (other than such Deliverables that are owned by Customer as agreed to in a SOW); (iii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any Deliverables (other than such Deliverables that are owned by Customer as agreed to in a SOW), any portion of the Hosted Service (or any part thereof) and/or the System or make any portion of the Hosted Service available to any Person (other than Named Users); (iv) use any of the Hosted Service for timesharing or service bureau purposes; (v) publish or disclose to any Person evaluations of the Services; (vi) tamper with the security of any portion of the Hosted Service and/or the System; (vii) knowingly access data on or available through the Hosted Service and/or the System not intended for Customer or Named Users; (viii) attempt to probe, scan or test the vulnerability of any portion of the System or to breach the security or authentication measures without the written consent of an authorized IGLOO representative.
- (b) Customer shall not, and shall not permit Named Users or any other Person to use the Hosted Service to directly or indirectly do any of the following: (i) violate any applicable local, provincial, state, federal or foreign law, rule or regulation; (ii) breach, or engage in any activity that would constitute a breach of, the AUP; and/or (iii) create, solicit, transmit, upload or publish any comment, request, suggestion, proposal, image, data file or other communication which: (1) violates any rights of others, including infringement of any IP Rights; (2) contains or embodies any computer virus, harmful component or corrupted data; (3) adversely affects the performance or availability of any of the Hosted Service or the System; or (4) is used to impersonate any Person, including IGLOO personnel.

2.4 Named Users and Accounts.

- (a) Each Named User will be entitled to access an IGLOO Environment by means of a member account ("**Account**") using a unique username and password.

- (b) Unless otherwise set out in a Sales Contract, Customer will be issued one initial master Account for accessing the Hosted Service. Through such master Account, Customer will be able to establish additional Accounts for Named Users. Customer is responsible for authorizing and controlling access to the Hosted Service for Named Users. Customer agrees to notify IGLOO immediately upon becoming aware of any breach of security or unauthorized use of any Accounts (including the master Account).
- (c) Unless otherwise expressly specified in a Sales Contract: (i) each Account may only be assigned to and used by one individual at a time and may not be shared with any other individual; and (ii) an Account may be reassigned by Customer to a new individual replacing one who no longer requires ongoing use of the Account.
- (d) Customer is responsible for ensuring that: (i) each individual accessing an IGLOO Environment has their own Account; (ii) only Named Users may access and use any password protected areas of an IGLOO Environment or the Hosted Service; (iii) Named Users are solely responsible for the confidentiality of and use of the username and password for their Account; and (iv) Named Users may not transfer any Account to any third party without IGLOO's prior written approval. Customer shall be responsible and liable for all activity that occurs under all Named Users' Accounts, whether authorized by Customer or Named Users (as the case may be) or not. Customer acknowledges and agrees that in no event shall IGLOO be liable, directly or indirectly, to Customer or Named Users for any loss or damage as a result of any activity under any Accounts; provided that the foregoing shall not apply to the extent that any unauthorized access was initiated by any IGLOO personnel or the failure of IGLOO to comply with Section 3.8 of this Agreement.

2.5 **Customer and Named User Information.**

- (a) As a condition of using the Hosted Service, Customer agrees to provide true, accurate, current and complete information about Customer to the extent necessary for IGLOO to provide the Hosted Service and, to the extent possible, shall cause each Named User to maintain and promptly update their IGLOO member profile information to keep them true, accurate, current and complete.
- (b) If Customer provides any information about Customer that is untrue or inaccurate or if IGLOO has reasonable grounds to believe that such information is untrue or inaccurate, IGLOO may suspend or terminate access to the Hosted Service for Customer and refuse any and all current or future use of the Hosted Service by Customer following notice to Customer of the incorrect information and a failure by Customer to correct said information within thirty (30) days of such notice.
- (c) If any Named User provides any Account or member profile related information that is untrue or inaccurate or if IGLOO has reasonable grounds to believe that such information is untrue or inaccurate, IGLOO may suspend or terminate access to the Hosted Service for such Named User and refuse any and all current or future use of the Hosted Service by such Named User following notice to Customer of the incorrect information and a failure by Customer to correct, or have corrected, said information within thirty (30) days from such notice.

2.6 Usage Limits.

- (a) Some of the Services are subject to usage or similar limits, including, the number of Named Users or level of Support Services requests specified in a Sales Contract.
- (b) Where Customer's subscription to the Hosted Service is subject to a limitation on the number of Named Users, access to and use of the Hosted Service is restricted to the specified number of Named Users set forth in the applicable Sales Contract(s). Where Customer exceeds such limitations, IGLOO may work with Customer to address any such non-compliance or otherwise require Customer to promptly pay additional fees for such excess usage at commensurate rates.
- (c) Where Customer's subscription for the Hosted Service is subject to a limitation on the number of role-based Accounts, access to and use of the Hosted Service is restricted to the specified number of Accounts permitted for each role-based Account category. Customer shall, during the Term, maintain accurate records in respect of Customer's allocation and use of its permitted quantities of role-based Accounts in sufficient detail to enable IGLOO to verify Customer's compliance with this Section 2.6(c) ("**Account Records**"). During the Term, IGLOO has the right from time to time to request (and Customer must promptly provide on such request) a copy of such Account Records certified by an executive or officer of the Customer; provided that Customer shall not be required to include any Personal Information respecting its Named Users in such Account Records. Customer will reasonably cooperate with IGLOO in relation to any review of Account Records and will, without prejudice to other rights of IGLOO, address any non-compliance identified by IGLOO's review of Account Records by promptly paying additional fees for such excess usage at commensurate rates.

2.7 **Additional Customer Responsibilities.** Customer is solely responsible for obtaining and maintaining all equipment, computers, and communications required to access the Hosted Service and for all expenses related thereto. Customer is responsible for complying with, and causing Named Users to comply, with the AUP. Customer will notify IGLOO immediately of any actual or suspected unauthorized use of Hosted Service or any Accounts or other breach of security in relation to the Hosted Service, Customer Data or the System to which Customer becomes aware.

2.8 **Data Extractions.** Customer may request data extractions through IGLOO as Professional Services. Fees, timing and type of data extraction will be based on terms mutually agreed to by the parties in a SOW.

2.9 Early Evaluation/Beta Features.

- (a) IGLOO may in its sole discretion from time to time during the Term identify and make available to Customer the option to access and use certain features or functionality within the Hosted Service on an early evaluation or beta basis ("**Beta Materials**"). Where Customer elects to use such Beta Materials, Customer will so use these features or functionality only for evaluation purposes and for the period that IGLOO specifies.

- (b) Customer acknowledges and agrees that: (i) IGLOO provides all Beta Features “AS-IS,” without indemnification or support; and (ii) the availability of any Beta Materials does not constitute an implied commitment to offer to Customer or anyone any Beta Materials as part of the Hosted Service on a generally available basis.
- (c) IGLOO DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OR CONDITIONS (INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND NON-INFRINGEMENT) IN RESPECT OF ALL BETA MATERIALS.

2.10 **Modules.** IGLOO may, pursuant to a supplemental Sales Contract to be signed by the parties, make available to Customer optional additional functionality or features to the Hosted Service and/or Customer’s IGLOO Environments, which may be provided as standalone modules, plugins or components (each, a “**Module**”). Certain Modules may require Customer to agree to additional or separate pricing and/or terms of use applicable to such Modules, which shall be set out in the applicable Sales Contract.

3. CUSTOMER DATA

3.1 **Data Residency.** The IGLOO Environment shall be hosted in the Residency Jurisdiction.

3.2 **Monitoring.** IGLOO has no obligation to monitor or pre-screen any Customer Data. Customer shall be solely responsible at all times for monitoring Customer Data and for ensuring that all Customer Data complies with this Agreement. Customer is solely responsible for the accuracy, quality, integrity and legality of Customer Data and the means by which Customer acquires Customer Data.

3.3 **Rights to Customer Data.** Customer, its Named Users and each of their respective licensors retain all rights in and to all Customer Data. Customer hereby grants to IGLOO a non-exclusive, non-transferable (subject to Section 16.4) royalty-free, fee-free, worldwide right and license during the Term to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display Customer Data solely on and through the Hosted Service and the System for the sole purpose of providing the Hosted Service to Customer, which includes making Customer Data available to Named Users. All rights in Customer Data held by Customer and not granted to IGLOO are reserved to Customer. Customer represents and warrants that Customer is the owner or licensor of all rights to all Customer Data or otherwise has the rights to grant the license set forth in this Section 3.3. The foregoing representation and warranty shall survive the expiration or termination of this Agreement. IGLOO shall not access Customer Data except: (i) as necessary to respond to performance problems with the Services; or (ii) at Customer’s request.

3.4 **Quality Testing.** Notwithstanding Section 3.3, IGLOO may from time to time create and use a back up version of Customer’s IGLOO Environment to test new releases against to ensure quality control. Such back up would be uploaded to a preview environment for testing. Such preview environment will be subject to the same security policies (as outlined in Section 3.8) as the Customer’s production environment.

3.5 **Analytical Data.**

- (a) Customer agrees that, except as otherwise set forth in this Agreement, IGLOO shall be entitled to generate Usage Data and Extracted Data based on Customer's and its Named Users' respective use and operation of the Services in order to improve IGLOO's products and services generally and to provide Customer with the Hosted Service and with reports on its (and its Named Users') use of the Services.
- (b) Extracted Data shall not contain, disclose or otherwise identify the name of Customer, any Named User(s) or any Person who uploads, generates or transmits Customer Data, nor shall Extracted Data contain any of Customer's Confidential Information. Customer shall own all rights, including all IP Rights that Customer holds in the Customer Data, in and to all Usage Data. IGLOO shall exclusively own all rights, including all IP Rights, in and to all Extracted Data, whether as part of derivative works or otherwise.

3.6 Personal Information. Where Customer discloses Personal Information to IGLOO or transfers Personal Information to IGLOO for processing, Customer is deemed to represent, warrant and covenant to IGLOO that: (i) Customer is solely and exclusively responsible for the collection, accuracy or completeness of Personal information disclosed, or provided to, IGLOO; and (ii) all such Personal Information disclosed to IGLOO has been or will be collected and disclosed in accordance with all applicable laws. Customer hereby grants to IGLOO the right to collect, store, access and use the Personal Information for the purposes of providing the Services to Customer. Customer will promptly respond to enquiries concerning any Personal Information provided to IGLOO and will promptly address all enquiries concerning such information. Customer has obtained and will continue to obtain all necessary consents from those individuals whose Personal Information is disclosed or transferred to IGLOO to grant the Personal Information rights herein to IGLOO.

3.7 Data Storage. Customer shall not store any quantity or type of data on the Hosted Service that exceeds the data storage space allocation set forth in the applicable Sales Contract. If Customer exceeds the contractual usage limit for data storage set out in the applicable Sales Contract, IGLOO may work with Customer to seek to reduce data usage so that it conforms to that limit. If, notwithstanding IGLOO's efforts, Customer is unable or unwilling to abide by a contractual usage limit for data storage, Customer will execute a Sales Contract for additional quantities of storage promptly upon IGLOO's request, and/or pay any invoice for excess usage.

3.8 Data Security. IGLOO shall, during the Term, maintain and enforce a formal security program in accordance with industry standards with adequate and appropriate safety and security procedures in providing the Services, including: (i) System (including Customer Data), database and web server security measures; and (ii) the utilization of firewall systems intended to provide security from unauthorized intrusion, in accordance with industry standard. Upon or before execution of this Agreement, and thereafter upon Customer request (such requests not to exceed once per annum), IGLOO will provide a copy of its then-current SSAE 16 SOC II audit report (or such audit/report's equivalent or replacement). IGLOO shall promptly notify Customer of any material failure of such safety and security procedures or any security breach related to the System or IGLOO's network in accordance with IGLOO's Security Incident Response policy, which may be amended from time to time, including to improve IGLOO's practices and procedures or to address changes in applicable law, provided that any such amendments shall not, taken as a whole, reduce IGLOO's security incident response commitments. The current form of IGLOO's Security Incident Response policy is set forth in Exhibit D.

4. SERVICES

4.1 **Professional Services.** From time to time, IGLOO may provide Professional Services as requested by Customer. Professional Services shall be subject to the terms and conditions of this Agreement and any applicable Sales Contract or SOW entered into by the parties. IGLOO will provide Professional Services to Customer as detailed in the applicable Sales Contract or SOW, which may include a detailed description of the Professional Services to be provided by IGLOO, the quantity to be delivered, the fees and expenses, the date(s) by which Professional Services shall be completed and site(s) for the Professional Services and any other information mutually agreed to by both parties and deemed necessary and appropriate. IGLOO shall perform such Professional Services in the capacity of an independent contractor and not as an employee or agent of Customer. Each individual Sales Contract or SOW shall define any applicable testing and acceptance criteria for Deliverables, if any. Customer shall promptly provide all reasonably required information, materials and resources as necessary to enable IGLOO to carry out the Professional Services.

4.2 **Customer Technology.** Unless otherwise agreed to in a SOW, Customer hereby grants to IGLOO a royalty-free, fully paid license to Customer Technology during the Term on an as-needed basis for the purposes of performing Professional Services requested by Customer and to integrate and test Integrations (as defined below) or Third Party Services with the Hosted Service. Customer retains all right, title and interest in and to Customer Technology including any IP Rights therein, except for the limited licenses granted under this Agreement.

4.3 **Insurance.** During the provision of the Services, IGLOO shall maintain commercial general insurance coverage of at least two million Canadian dollars (CAD\$2,000,000) per occurrence and five million Canadian dollars (CAD\$5,000,000) in the aggregate. IGLOO will also maintain an umbrella insurance policy of ten million Canadian dollars (CAD\$10,000,000) on both a per occurrence and in the aggregate basis. Upon Customer request, but no more than once per calendar year, IGLOO will provide Customer with a certificate of insurance to evidence such insurance.

4.4 **Errors and Omissions Insurance.** During the provision of the Services, IGLOO shall also maintain professional liability insurance that responds to claims for any financial loss sustained by Customer or a third party due to the rendering or failure to render Professional Services to Customer. Such insurance coverage shall be for a minimum of four million Canadian dollars (CAD\$4,000,000) for each wrongful act and four million Canadian dollars (CAD\$4,000,000) in the aggregate. Such policy shall include cyber liability insurance coverage.

4.5 **Subcontractors.** Customer recognizes that IGLOO may have the need to utilize subcontractor(s) or supplementary providers(s) (collectively "**Subcontractors**") in performance of the Services or otherwise in connection with the operation of the System. Except in respect of Subcontractors engaged by IGLOO to maintain the System or to provide additional support or specialized services in connection with the System or the Hosted Service, including intrusion detection, performance management, System monitoring and network scanning, Subcontractors may only otherwise be utilized by IGLOO upon prior approval of Customer, which shall not be unreasonably withheld, conditioned or delayed. Subcontractors may not, under any circumstance, further subcontract the Services they have been approved by Customer to perform. The cost of any Subcontractors and/or supplementary provider(s) employed or retained by IGLOO shall be the sole responsibility of IGLOO and shall be, in no instance, in addition to the fees payable by Customer hereunder. IGLOO warrants that there will be no compromise in the goods, Services

and/or Deliverables due to the use of Subcontractor(s). Subcontractors shall be bound by all the provisions of this Agreement and applicable Schedule(s) as if they were IGLOO's employees.

4.6 **Disaster Recovery.** In connection with the provision of the Hosted Service, IGLOO has adopted specific policies and procedures to recover from an unexpected disaster. IGLOO will implement its then current version of its disaster recovery plan ("**DR Plan**") in the event of a disaster (as outlined in the DR Plan). The current version of the DR Plan, which may be amended by IGLOO from time to time, is attached as Exhibit E. The DR Plan shall be deemed to be IGLOO's Confidential Information (as defined below).

5. CUSTOMER SUPPORT

5.1 Support Services.

- (a) Subject to the terms and conditions of this Agreement, IGLOO shall provide Support Services in accordance with Exhibit A and such Support Services will be provided by IGLOO at the support package level selected by Customer in the applicable Sales Contract(s). IGLOO shall use commercially reasonable efforts to achieve (i) the response times, service and access levels corresponding to the Support Services levels selected by Customer and set forth in the applicable Sales Contract and (ii) the Availability service level set forth in Exhibit C.
- (b) IGLOO's obligations to achieve such Support Services and Availability levels shall not apply in respect of problems, incidents or deficiencies that result: (i) from factors outside of IGLOO's reasonable control; (ii) from any improper actions or inactions of Customer, or its contractors, suppliers, service providers, any Named User or other third parties; or (iii) exclusively from Customer's or a third party's faulty equipment or software.
- (c) If IGLOO determines that Customer's Support Services requests exceed the limits of the level of Support Services subscribed for in Exhibit A, IGLOO maintains the right to limit Support Services upon reasonable prior notice to Customer to such contracted levels. Additional usage may be mutually agreed upon by the parties. Requests for Support Services may only be made to IGLOO by/through Customer's authorized representatives designated in the Initial Sales Contract (or their replacements authorized by Customer). Customer shall provide prompt notice to IGLOO of any such replacements.

5.2 **Monitoring.** During the Term of the Agreement, IGLOO will monitor the Hosted Service to determine whether it is available and performing in accordance with the provisions of this Agreement, and in conformity with IGLOO's performance targets set out in Exhibit C. In the event that IGLOO discovers or is notified by Customer that Customer is experiencing Downtime, IGLOO will use its reasonable commercial efforts to determine the source of the problem and to correct it in accordance with Exhibit C.

6. THIRD PARTY SERVICES

6.1 **Integration with Third Party Services.** The Hosted Service may contain features or functionalities, including widgets, that are designed to interoperate ("**Integrations**") with Third Party Services. Integrations (but excluding Third Party Services) set out in the applicable Sales

Contract are deemed to be part of the Hosted Service. If the provider of a Third Party Service for which IGLOO offers an Integration (i) ceases to make such Third Party Service available for interoperation or (ii) introduces a fee with respect to such Integration with the Third Party Service, IGLOO, in its sole discretion, may cease providing such Integration and the corresponding features of the Hosted Service at any time and without entitling Customer to any refund, credit, or other compensation. To the extent IGLOO is reasonably able, IGLOO shall provide Customer with advance notice should the interoperation of any Integration be discontinued.

6.2 Third Party Services. Customer's access to and use of Third Party Services are governed solely by the terms and conditions of such Third Party Services, and IGLOO does not endorse, is not responsible or liable for, and makes no representations and warranties as to any aspect of any Third Party Services, including their content or the manner in which they handle data (including Customer Data) or any interaction between Customer and the provider of such Third Party Services. Customer acknowledges and agrees that, except for IGLOO's gross negligence or wilful misconduct, IGLOO is not responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Customer's (or its Named Users') enablement of, access to or use of any such Third Party Services, or any reliance on the privacy practices, data security processes or other policies of such Third Party Services. Named Users may be required to register for or log into such Third Party Services on their respective websites or service. By installing or enabling any Third Party Services for use with the Hosted Service or an IGLOO Environment, Customer is expressly permitting IGLOO to: (i) permit the provider of that Third Party Service to access Customer Data as required for the interoperation of that Third Party Service with the Hosted Service or the applicable IGLOO Environments; and (ii) access such Customer Data as necessary to facilitate the use or enablement by Customer or Named Users of such Third Party Services. IGLOO is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any Third Party Service.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership. The Hosted Service and Documentation (including any Content therein that is not Customer Data), all copies and portions thereof, IGLOO Trademarks and all improvements, enhancements, modifications and derivative works thereof (excluding all Customer Data and Customer Technology), and all IP Rights therein (collectively, "**IGLOO Property**"), are and shall remain the sole and exclusive property of IGLOO and its licensors and are protected by domestic and international laws and treaties, and shall remain the sole property of IGLOO or IGLOO's licensors. Customer agrees not to, and not to cause or permit others to: (i) remove any proprietary notices, markings and legends appearing on or contained in IGLOO Property, the Hosted Service and/or Deliverables not owned by Customer; or (ii) change any security or right management technology used in connection with any IGLOO Property.

7.2 Rights Reserved By IGLOO. Customer's rights to use the Hosted Service and other IGLOO Property shall be limited to those expressly granted in this Agreement and any applicable Sales Contract or SOW. No other rights with respect to the Hosted Service or any other IGLOO Property (including all related IP Rights) are implied. Customer agrees that Customer shall take commercially reasonable measures to protect IGLOO's proprietary and IP Rights in IGLOO Property and will comply with the terms of this Agreement to protect IGLOO's proprietary and IP Rights in IGLOO Property. Except as IGLOO may otherwise expressly agree in writing, any discoveries, enhancements, improvements, customizations, translations or other modifications made to, or derived from, IGLOO Property, and all related IP Rights therein, shall be owned exclusively by IGLOO.

7.3 **Ownership of Deliverables.** Except as otherwise set forth in a SOW, all Deliverables shall be owned exclusively by IGLOO. During the Term, IGLOO grants to Customer a non-exclusive, worldwide, non-assignable, non-transferable (except as permitted under Section 16.4), limited license to access and use the Deliverables solely for Customer's own business purposes. By execution of this Agreement, Customer hereby irrevocably assigns any and all of Customer's right, title and interest in and to all such Deliverables to IGLOO and waives in favour of IGLOO, its licensees and successors and assigns any of its moral rights therein. Except for the limited license for access and use set out above, no rights in such Deliverables are reserved to Customer. The ownership of any other developments, products, software or other materials made or developed by IGLOO shall be as mutually agreed to by the parties in writing in the applicable SOW.

7.4 **Submissions.** Notwithstanding any term of this Agreement, any suggestions, enhancement requests, recommendations or other feedback provided by Customer to IGLOO relating to the Services (collectively "**Submissions**") shall become IGLOO's sole property. IGLOO shall exclusively own all rights, including all IP Rights, in and to all Submissions. IGLOO shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgement or compensation to Customer. In the event that any IP Rights in and to any Submissions vest, or has vested, in Customer, Customer hereby assigns to IGLOO all of Customer's right, title and interest in all Submissions and Customer hereby waives to and in favour of IGLOO any of its moral rights therein.

8. **MARKETING**

8.1 **IGLOO Branding and Logo.** Customer agrees that IGLOO has the right to place a "Powered by IGLOO" button in the bottom right hand corner of every page in IGLOO Environments.

8.2 **IGLOO Marketing.** Customer agrees that during the duration of this Agreement, Customer grants to IGLOO during the Term a non-exclusive, non-transferable license to use Customer's name and logo solely in accordance with this Section 8.2. During the duration of this Agreement, IGLOO may publicly refer to Customer and identify Customer as a customer of IGLOO, whether orally, in writing, through the use of a pre-approved screen shot of IGLOO Environments, or in a customer directory list on IGLOO's public website or other IGLOO marketing collateral. IGLOO may use Customer's name and logo in a press release disclosing the parties and the nature of this Agreement and in IGLOO advertising, in each case with the prior written approval of Customer, such approval not to be unreasonably withheld. Any other public or marketing reference to Customer by IGLOO shall require the written consent of Customer, such consent not to be unreasonably withheld.

9. **FEES AND PAYMENT**

9.1 **Fees.** Customer shall pay to IGLOO the fees specified in, and in accordance with the terms set out in, all Sales Contracts and SOWs. Unless otherwise specified in this Agreement, payment obligations are non-cancellable and all fees are non-refundable.

9.2 **Taxes.** All fees are net of any sales, use, excise, value added and similar taxes imposed by any governmental authority regardless of how denominated as well as of any international shipping charges, brokerage fees, consular fees and customs duties, all of which shall be the responsibility of Customer. Customer shall pay all such taxes or charges or provide

IGLOO with a tax or levy exemption certificate acceptable to the taxing or levying authority. In the event that IGLOO is required to pay any taxes or other charges for which Customer is responsible hereunder, Customer shall promptly pay the same to IGLOO upon receipt of IGLOO's invoice therefor. If, pursuant to local law, Customer is required to withhold any taxes, duties or other amounts from amounts payable to IGLOO, then: (i) Customer will promptly notify IGLOO; (ii) the amount payable to IGLOO will be automatically increased to the full extent required to offset such tax, duty or other amount so that the amount remitted to IGLOO, net of all taxes, duties and other like amounts, equals the amount payable to IGLOO pursuant to this Agreement or pursuant to an invoice from IGLOO, as applicable. For the purpose of determining and calculating any sales tax applicable to the transactions contemplated by this Agreement, IGLOO assumes that the Services will be consumed by Customer at the Customer billing address noted on the then-effective Sales Contract ("**Customer Location**"). If the Services are consumed by Customer in any location(s) other than the Customer Location, Customer shall promptly provide written notice of such location(s) to IGLOO.

9.3 Payment Terms. Amounts owed by Customer hereunder, which are not disputed by Customer, that are not paid within fifteen (15) days of the invoice due date shall accrue interest at the lesser of one percent (1%) per month (being twelve percent (12%) per annum), and the maximum rate permitted by law, such interest to begin accruing on a daily basis from date of the invoice and shall accrue both before and after judgement. If any undisputed amount owing by Customer under this Agreement or any SOW or Sales Contract is thirty (30) or more days overdue IGLOO may notify Customer of such late payment and allow Customer to make payment within ten (10) days of notification. If following IGLOO's notice to Customer thereof where Customer fails to make payment in full of such undisputed amounts within such ten (10) day period, without limiting IGLOO's other rights and remedies available at law or granted to IGLOO in this Agreement, IGLOO reserves the right to suspend Customer's access to the Services (which would suspend the access to IGLOO Environments for Named Users) with contemporaneous notice to Customer. Customer will continue to be charged and remain liable for the applicable fees and other charges for the Services during any suspension period.

10. LIMITED WARRANTY

10.1 Representations and Warranties. IGLOO represents and warrants to Customer that all work performed by IGLOO under this Agreement (including the provision of any Services and the supply of any Deliverables) will be performed: (i) with due care and skill and in accordance with industry practice; (ii) using only properly skilled, qualified and experienced personnel; and (iii) in compliance with all applicable Canadian laws, including in relation to privacy.

10.2 SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE HOSTED SERVICE AND ALL OTHER SERVICES (INCLUDING THE USE THEREOF) ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND AND IGLOO DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OR TRADE, OR COURSE OF DEALING REGARDING OR RELATED TO THIS AGREEMENT, THE HOSTED SERVICE, THE DOCUMENTATION, THE SERVICES, DELIVERABLES OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. IGLOO DOES NOT WARRANT THAT THE HOSTED SERVICE WILL BE ERROR FREE OR

WILL OPERATE WITHOUT INTERRUPTION. EXCEPT FOR IGLOO'S OBLIGATIONS THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE HOSTED SERVICE REMAINS WITH CUSTOMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IGLOO DOES NOT WARRANT THE ACCURACY OR SECURITY OF ANY CUSTOMER DATA.

10.3 **Failure to Provide Services.** With respect to a Chronic Failure (as defined below) to provide the agreed upon Services, IGLOO shall use reasonable commercial efforts to, at its sole discretion: (i) correct the problems; or (ii) assist Customer to find a work around to or processes to avoid the problems giving rise to the Chronic Failure; provided that if IGLOO determines it is or will be unable to do either (i) or (ii), IGLOO shall allow Customer to terminate this Agreement pursuant to Section 15.2 and IGLOO shall refund any amounts prepaid for Hosted Service. Customer's limited remedies for IGLOO's failure to achieve service levels set out in Exhibit C, which are the sole and exclusive remedies for such failure, are as expressly set forth in Exhibit C. In this Agreement, "**Chronic Failure**" means the occurrence of four (4) or more Priority 1 incidents (as defined in Exhibit C) within a twelve (12) month period; provided that all such Priority 1 incidents were not caused by or resulted from customizations or integrations done by Customer without a SOW from IGLOO.

11. LIMITATION OF LIABILITY

11.1 OTHER THAN IN RESPECT OF: (I) A BREACH BY ONE PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (II) THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY; OR (III) CUSTOMER'S BREACH OF ITS LIMITED RIGHTS TO USE THE HOSTED SERVICE SET FORTH IN SECTION 2.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED, INCLUDING UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF RELIEF. IGLOO'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER HEREUNDER SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT ACTUALLY PAID TO IGLOO BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIATION OF A CLAIM BY CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT; OR (B) ONE MILLION CANADIAN DOLLARS (CAD\$1,000,000) (THE "**DAMAGES CAP**"). NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF A BREACH BY IGLOO OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, OR FOR DIRECT DAMAGES RESULTING FROM IGLOO'S INDEMNIFICATION OBLIGATION UNDER SECTION 13, THE DAMAGES CAP SHALL AUTOMATICALLY INCREASE, WITHOUT FURTHER ACTION REQUIRED BY THE PARTIES, TO THE GREATER OF (A) TEN (10) TIMES THE AMOUNT ACTUALLY PAID TO IGLOO BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIATION OF A CLAIM BY A PARTY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT; AND (B) TWO MILLION CANADIAN DOLLARS (CAD\$2,000,000). FOR THE SAKE OF CLARITY, THERE SHALL BE NO LIMIT ON THE DAMAGES PAYABLE BY: (A) IGLOO TO ANY THIRD PARTY THAT INITIATED A CLAIM COVERED BY SECTION 13.1; (B) CUSTOMER TO ANY THIRD PARTY THAT INITIATED A CLAIM COVERED BY THE INDEMNITY SET FORTH IN SECTIONS 14.1(i) or

14.1(ii); OR (C) A PARTY IN RESPECT OF A CLAIM RESULTING FROM FRAUD OF SUCH PARTY; WHERE, IN THE CASE OF EITHER (A), (B) OR (C), SUCH DAMAGES ARE EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR PAID IN RESPECT OF A SETTLEMENT WITH THE APPLICABLE THIRD PARTY.

12. CONFIDENTIALITY

12.1 **Customer Information.** For the purposes of this Agreement, the Confidential Information of Customer shall include any Personal Information of each Named User that is uploaded, generated or stored by Customer or such Named User in the Hosted Service.

12.2 **Protection.** Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information disclosed in connection with this Agreement by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like kind or nature, but no less than a reasonable degree of care. Each party agrees not to use the Confidential Information of the other party for any purpose not expressly permitted by this Agreement and shall limit the disclosure of the Confidential Information to employees, contractors, subcontractors, agents or representatives of the receiving party whose knowledge of such Confidential Information will assist with the provision by IGLOO of the Services and who are bound in writing by confidentiality terms no less restrictive than those contained herein.

12.3 **Compelled Disclosure.** The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. If the receiving party is compelled by law to disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, and the disclosing party is not contesting the disclosure, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

13. INFRINGEMENT

13.1 **Infringement Indemnity.** Subject to Section 13.2 of this Agreement, IGLOO shall defend, indemnify and hold harmless Customer from and against any liability for infringement of any United States or Canadian patents, copyrights, trademarks or trade secrets of a third party that is specifically in connection with Customer's use of the Hosted Service in accordance with this Agreement (an "**Infringement Claim**"); provided that: (a) Customer promptly notifies IGLOO in writing within a reasonable period of time after learning of the Infringement Claim; (b) Customer agrees to allow IGLOO to fully control any litigation and settlement related to such Infringement Claim (provided any such settlement does not require Customer to make any payment or admission of guilt); and (c) Customer reasonably cooperates in response to IGLOO's request for assistance. IGLOO shall not be liable for any damages to the extent that they are calculated on the basis of the cost or value of any product or service provided to Customer by any third party.

13.2 **Exclusions.** IGLOO shall have no liability with respect to any Infringement Claim to the extent that such Infringement Claim: (i) would have been avoided but for the combination, operation or use of the Hosted Service with any product, service, equipment or software not provided by IGLOO; (ii) is based on the operation or use of the Hosted Service in a manner not consistent with the Documentation or in violation of this Agreement; (iii) would have been avoided

but for the combination or incorporation of any Customer Data together with the Hosted Service (for greater certainty to the extent that the Infringement Claim would not have arisen but for the combination or incorporation of particular Customer Data together with the Hosted Service); (iv) is based on or would have been avoided but for any modifications to the Hosted Service made without IGLOO's express written approval; or (v) is based on any Hosted Service provided on a no charge, beta or evaluation basis.

13.3 **Remedy.** Should the Hosted Service become, or if IGLOO reasonably believes that the Hosted Service may likely become, subject to an Infringement Claim, then IGLOO may, at its sole option and expense: (i) procure the right for Customer to continue using the Hosted Service; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an Infringement Claim; (iii) modify the affected Hosted Service so that the same is no longer infringing; or (iv) if IGLOO determines that option (i), (ii) or (iii) cannot be achieved on a commercially reasonable basis, terminate this Agreement and refund to Customer the unused portion of any fees paid in advance by Customer for use of the Services, based on the number of full months, if any, remaining in duration of this Agreement. IGLOO's liability to Customer in the event of infringement or claimed infringement shall be strictly limited to the obligations set forth in this Section 13.

14. INDEMNITY

14.1 **Customer Indemnity.** Customer shall indemnify, defend (at IGLOO's election) and hold IGLOO harmless from and against any third party claims, losses, damages and expenses, including reasonable legal fees, arising from or relating to: (i) Customer Data; (ii) any infringement, misappropriation or violation of any IP Rights or privacy rights by Customer or Named Users; (iii) any violation of applicable law by Customer or Named Users; or (iv) Customer's use of the Services in violation of this Agreement; provided that IGLOO: (a) provides Customer with written notice of such claim within a reasonable period of time after learning of the claim; and (b) reasonably cooperates in response to Customer's request for assistance. Customer may not settle or compromise any indemnified claim without the prior written consent of IGLOO.

14.2 **IGLOO Indemnity.** IGLOO shall indemnify, defend and hold Customer harmless from and against any third party claim, losses, damages and expenses, including reasonable legal fees, arising from or relating to any violation of applicable law by IGLOO or its personnel; provided that Customer: (a) provides IGLOO with written notice of such claim within a reasonable period of time after learning of the claim; (b) agrees to allow IGLOO to fully control any litigation and settlement related to such claim (provided any such settlement does not require Customer to make any payment or admission of guilt); and (c) reasonably cooperates in response to IGLOO's request for assistance.

15. TERM AND RENEWAL

15.1 **Term and Renewal.** This Agreement commences on the Effective Date and continues until the expiration of the Initial Term or any Renewal Term. Prior to the conclusion of the Initial Term or any Renewal Term (as applicable), Customer and IGLOO may enter into an additional Sales Contract at mutually agreed upon pricing and for a mutually agreed upon consecutive term (a "**Negotiated Renewal Term**"). Customer may provide to IGLOO written notice of Customer's intent not to renew its then-current Sales Contract at least thirty (30) days prior to the expiration of Customer's then-current Sales Contract, in which case this Agreement will terminate on the expiration of such Sales Contract. If Customer, prior to the conclusion of the

Initial Term or any Renewal Term (as applicable): (i) does not enter into an additional Sales Contract for a Negotiated Renewal Term; and (ii) does not provide to IGLOO written notice of Customer's intent not to renew its then-current Sales Contract (such notice to be given to IGLOO at least thirty (30) days prior to the expiration of Customer's then-current Sales Contract), then the then-current Sales Contract shall be automatically renewed (save and except for pricing terms) at the conclusion of the Initial Term or any Renewal Term (as applicable) for a further consecutive one (1) year term (such term an "**Auto-Renewal Term**"). If a Sales Contract is automatically renewed, then the pricing for the applicable Auto-Renewal Term shall be calculated as a fifteen percent (15%) increase of the annual fees in effect immediately prior to the Auto-Renewal Term (as set out in such Sales Contract). Such pricing shall apply for the duration of any Auto-Renewal Term.

15.2 Termination for Breach. In the event that either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured by the breaching party or the notice of breach is not withdrawn by the non-breaching party within thirty (30) days, the non-breaching party shall have the right to terminate the Agreement without further notice without refund of any fees paid to IGLOO, provided that, if IGLOO is the breaching party, IGLOO will refund any amounts prepaid for Hosted Service on a prorated basis. The foregoing cure period shall not apply to breaches relating to the license grants, confidentiality provisions or any outstanding amounts that are more than thirty (30) days past due. In the event of early termination permitted by this Agreement, Customer shall immediately cease use of the Hosted Service and pay any amounts owing hereunder.

15.3 Immediate Termination. Either party may terminate this Agreement effective immediately (without providing a right to cure or refund of any portion of fees) if the other party institutes or if any proceeding is commenced against or affecting the other party: (i) seeking to adjudicate it as bankrupt or insolvent; (ii) seeking liquidation, dissolution, winding up, arrangement, protection, relief or composition of it or any of its property, assets or debt; (iii) making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (iv) seeking to appoint a receiver, trustee, agent, custodian or other similar official for it or for all or part of its assets or property.

15.4 Suspension. Notwithstanding Section 15.2, if, in IGLOO's reasonable opinion, the nature of the breach contemplated by the notice under Section 15.2 presents a material risk to IGLOO or the System, IGLOO reserves the right to immediately suspend Customer's access to the Services until such breach is corrected. Customer agrees that IGLOO shall not be liable to Customer for any action IGLOO takes to remove or restrict access to any Customer Data that violates any of the terms of this Agreement.

15.5 Termination of Accounts. Customer acknowledges and agrees that IGLOO reserves the right to suspend or terminate, with or without notice to Customer, the Account of any Named User that is, or IGLOO reasonably believes is, in material violation of any terms of this Agreement applicable to Named User.

15.6 Changes or Discontinuance of a Service. IGLOO may change or terminate features (for example, blogs, calendars, file sharing, tasks and wikis) or functionality of a Service in its sole discretion at any time. In the event of any material change to or termination of a Service, IGLOO will: (i) use commercially reasonable efforts to notify Customer of such change or

termination and, (ii) at IGLOO's option, either (x) make the Hosted Service available to Customer in the form available prior to such change for the remainder of the then current term, being the Initial Term or Renewal Term (as the case may be) or (y) permit the Customer to terminate this Agreement without cause, provided that Customer provides IGLOO with at least thirty (30) days' prior written notice of such termination and such notice is provided within 90 days of the effective date of such change to or termination of a Service. Termination of a particular Service by IGLOO shall not automatically terminate this Agreement and the terms and conditions of this Agreement and any other agreements between the parties shall remain in full force and effect, unaffected hereby.

15.7 **Effect of Termination.** Upon the termination, expiration or non-renewal of this Agreement: (i) Customer shall pay all undisputed fees and other amounts owing to IGLOO at such time; (ii) Customer's rights to use the Services shall be terminated and Customer shall immediately cease use of the Hosted Service; (iii) each of the parties shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control; (iv) all Customer Data shall be promptly irretrievably deleted from the Hosted Service and the System by IGLOO; and (v) any terms and conditions of this Agreement, which by their nature extend beyond the termination or expiry of this Agreement, shall survive the termination or expiry of this Agreement, including Sections 1, 2.4(d), 2.9(b), 2.9(c), 3.2, 3.5, 3.6, 6.2, 7, 8.2, 9, 10.2, 11, 12, 13, 14 and 16.

16. MISCELLANEOUS

16.1 **Entire Agreement and Amendments.** This Agreement, including all Schedules, Exhibits, Sales Contract, SOWs and all other documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, representations and agreements, written or oral, regarding such subject matter, including any terms contained in Customer's purchase order. The terms and conditions of any agreements (including purchase orders) supplied by Customer shall not be applicable even if IGLOO has purportedly accepted the same, unless accepted in writing by an authorized officer of IGLOO. Except where expressly stated otherwise in this Agreement, all amendments to this Agreement must be made in a writing executed by an authorized representative of each party to be effective.

16.2 **Severability.** In the event that any provision of this Agreement is determined to be unenforceable or invalid under any applicable law or by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

16.3 **Waiver.** The waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any other breach or of any succeeding breach of such provision or the waiver of the provision itself.

16.4 **Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, without consent of the other party, assign this Agreement as part of a merger, corporate reorganization or similar transaction, provided that the assignee to whom this Agreement is assigned will have the same or better fiscal capacity to fulfill

the terms of this Agreement as did the assignor at the time of assignment. The parties agree that a change of control of either party shall not be deemed to be an assignment of this Agreement by that party. This Agreement will be binding on and enure to the benefit of the parties and their respective successors and permitted assigns.

16.5 **Independent Contractors.** IGLOO and Customer are independent contractors and this Agreement will not establish any relations of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

16.6 **Force Majeure.** Except with respect to payment obligations hereunder, time for performance shall automatically be extended by that period by which one party is prevented from meeting its obligations by any cause beyond its reasonable control ("**Force Majeure Event**"). Each party will use commercially reasonable efforts to prevent or avoid any event, condition or circumstance that would result in such Force Majeure Event. Failing prevention of the occurrence of such Force Majeure Event by the use of such efforts, the party unable to perform as a result of such Force Majeure Event will: (i) notify the other party immediately; and (ii) use commercially reasonable efforts to recommence performance of its obligations under this Agreement whenever possible, including through the use of alternate sources, workaround plans, implementation of a disaster recovery plan or other means.

16.7 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (also called the Vienna Convention) will not apply to this Agreement or the transactions contemplated by this Agreement.

16.8 **Jurisdiction of Disputes.** Subject to Section 16.9, if IGLOO initiates legal actions or proceedings against Customer, IGLOO agrees to the exclusive jurisdiction of the courts of the jurisdiction where the Customer's head office is located for the conduct of any legal proceedings under, or related to, this Agreement and if Customer initiates legal actions or proceedings against IGLOO, Customer agrees to the exclusive jurisdiction of the courts of the Province of Ontario, Canada for the conduct of any legal proceedings under, or related to, this Agreement.

16.9 **Disputes.** In the event of a claim of breach of contract or other dispute arising between the parties (a "**Dispute**"), excluding claims for breach of Sections 3.8 (Data Security); 12 (Confidentiality); 13 (Infringement) or 14 (Indemnity), a party shall deliver written notice to the other party stating the nature of the dispute (the "**Dispute Notice**") and representatives of each party that have not been directly involved in previous efforts to resolve the Dispute shall negotiate in good faith in an effort to resolve the Dispute. No formal proceedings for resolution of any Dispute shall be commenced until the earlier of the following: (i) the representatives of IGLOO and Customer conclude in good faith that amicable resolution through continued negotiation is not likely to occur; (ii) thirty (30) days have elapsed since delivery of the Dispute Notice and a meeting between the parties has not been convened, or a party has not acted in good faith; or (iii) either party desires injunctive relief. If the parties are unable to settle the Dispute within thirty (30) days following the delivery of the Dispute Notice, then such Dispute shall be resolved, if possible, by a process of mediation agreed upon by the parties, acting reasonably. Such mediation shall be held in English and shall be held within sixty (60) days following the delivery of the Dispute Notice. If the parties are unable to settle the Dispute within ten (10) days of the commencement

of the mediation described herein, then a party may deliver written notice of its intention to refer the matter to arbitration (the “**Arbitration Notice**”) to the other party and thereafter the Dispute shall be referred to arbitration for final settlement binding on the parties in accordance with American Arbitration Association’s Commercial Arbitration Rules, subject to the following: the arbitration tribunal shall consist of one (1) Arbitrator who shall be jointly selected by the parties (the “**Arbitrator**”). If the parties cannot agree on the Arbitrator within thirty (30) days after the delivery of the Arbitration Notice, either party may apply to a court of competent jurisdiction to appoint the Arbitrator. The Arbitrator shall be instructed that the arbitration is confidential and that time is of the essence in proceeding with the determination of any Dispute; the arbitration shall be conducted in English. The Arbitrator shall determine and communicate the rules governing the arbitration prior to its commencement to each party, and all hearings shall take place in the jurisdiction where the defending party’s head office is located unless otherwise determined by the written agreement of the parties. The arbitration award shall be in writing and shall be final, binding on the parties, not subject to any appeal or review, and shall deal with the question of costs of arbitration, pre-award interest and all other matters related thereto (the “**Arbitration Decision**”). The non-prevailing party shall pay all reasonable legal fees and expenses (including all expert witness fees and other related and miscellaneous expenses) of the prevailing party to the prevailing party. Judgement upon the Arbitration Decision rendered may be entered into any court of competent jurisdiction, or application may be made to such court for a judicial recognition of the Arbitration Decision or an order of enforcement thereof, as the case may be, if a party fails to abide by the Arbitration Decision.

16.10 **Injunctive Relief.** Notwithstanding Section 16.8 or Section 16.9, nothing in this Agreement shall prevent either party from applying to a court of competent jurisdiction for injunctive or other equitable relief in the case of an infringement of IP Rights or the breach of an obligation of confidentiality, to preserve or protect real or tangible property from continuing damage or risk of same or to preserve a legal right for which the applicable limitation period is about to expire.

16.11 **Language.** The parties hereto have expressly required that this Agreement and its Exhibits be drawn in the English language. C’est la volonté expresse des parties que la présente convention ainsi que les documents que s’y rattachent soient rédigés en Anglais.

16.12 **Limitation Period.** No action, regardless of form, arising from this Agreement or any Services provided or to be provided hereunder may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought at any time.

16.13 **Titles.** The Section titles in the Agreement are solely used for convenience of the parties and have no legal or contractual significance.

16.14 **Authority.** Each party represents and warrants that: (i) it is a corporation validly subsisting under the laws of the jurisdiction in which it is incorporated; (ii) it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder; (iii) its performance of the terms of this Agreement will not breach any separate agreement by which such party is bound; and (iv) it shall at all times comply with applicable laws.

16.15 **Legal Compliance.** The Hosted Service and Documentation and other IGLOO Property are subject to the export control laws of various countries, including Canada. Customer agrees that it will not submit the Hosted Service, Documentation or other IGLOO Property to any

government agency for licensing consideration or other regulatory approval without the prior written consent of an authorized representative of IGLOO, and that it will not export the Hosted Service, Documentation and IGLOO Property to countries or Persons prohibited by such laws. Customer shall also be responsible for complying with all applicable governmental regulations of the country where Customer is registered and any foreign countries with respect to the use of the Hosted Service, Documentation or other IGLOO Property by Customer and its Named Users.

16.16 **United States Government End Use.** IGLOO provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with IGLOO to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

16.17 **Notices.** Any notice or other significant communication given to either party pursuant to this Agreement shall be in writing sent by email.

16.18 **Counterparts and Electronic Delivery.** This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

Exhibit A – INITIAL SALES CONTRACT

See attached.

Exhibit B – IGLOO ACCEPTABLE USE POLICY FOR THE HOSTED SERVICE

1. **Scope.** This AUP for the Hosted Service sets forth required actions and practices, as well as those actions and practices that are unacceptable and prohibited, respecting the use of the Services. This AUP is written to protect the interests of public and private entities and individuals providing services on and using the Internet, and the reputation and goodwill of IGLOO with such parties, and IGLOO intends it to be interpreted for such purpose.
2. **Enforcement.** It is IGLOO's policy to investigate all reports of abuse and take appropriate action on all such reports. IGLOO will enforce this AUP by using, without limitation, and in its discretion, auditing methods such as complaint and email failure monitoring to ensure compliance with this AUP.
3. **Prohibited Content.** Customer shall not, and shall not permit any Named User to, use the Hosted Service to display, upload, store, post, submit, reproduce, distribute, process or transmit, or permit use of the Hosted Service to display, store, distribute, process or transmit any Content that, in the reasonable discretion of IGLOO:
 - (a) is patently offensive or promotes or otherwise incites racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - (b) harasses or advocates harassment of another Person;
 - (c) exploits or promotes exploitation of people in a sexual or violent manner;
 - (d) constitutes obscenity, contains nudity, excessive violence, or offensive subject matter or links to an adult website;
 - (e) solicits or is designed to solicit personal information from anyone under age 13;
 - (f) solicits or is designed to solicit an inappropriate or unlawful relationship with another Person;
 - (g) is threatening, obscene, defamatory or libelous;
 - (h) constitutes or promotes an illegal or unauthorized copy of another Person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music, video or links to pirated music or video files;
 - (i) furthers, promotes or depicts any illegal or criminal activity or enterprise or provides instructional information about illegal activities including making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
 - (j) violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any Person;

- (k) constitutes a criminal offence or otherwise engages in or assists others to engage in any criminal offence; or
- (l) gives rise to civil liability or otherwise violates the rights or assists others to violate the rights of IGLOO or any third party.

4. **Prohibited Actions.** Customer shall not, and shall not permit any Named User to, use the Hosted Service to:

- (a) directly or indirectly send, post, transmit, handle, distribute, deliver or otherwise transmit: (a) unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or unsolicited email ("spam" or "spamming") that is in violation of the CAN SPAM Act (as defined below), European Commission Privacy and Electronic Communications Directive (EU Privacy Directive, CASL (as defined below), Canada's *Personal Information Protection and Electronic Documents Act*, or any other applicable law; (b) email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting) and agrees to demonstrate consent to marketing upon IGLOO's request; or (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry, nor may Customer assist in any such actions, nor engage or enlist another to do so; (d) imitating or impersonating another Person or his, her or its email address, or creating false accounts for the purpose of sending spam;

For the purposes of this AUP, "CAN SPAM ACT" means: the United States' *Controlling the Assault of Non-Solicited Pornography and Marketing Act*, 15 U.S.C. sec. 7701 et seq., as may be amended or supplement from time to time; and "CASL" means Canada's federal *Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, as may be amended or supplement from time to time, and any regulations promulgated thereunder;

- (b) unless permitted by law, circumvent or modify, attempt to circumvent or modify, or encourage or assist any other Person in circumventing or modifying any security technology or software that is part of the Hosted Service;
- (c) obstruct or bypass computer identification or security procedures;
- (d) engage in unauthorized computer or network trespass;
- (e) engage in any activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

- (f) export equipment, software, or data outside of Canada or the United States in contravention of applicable export control legislation;
 - (g) access any other service or website in a manner that violates the terms for use of or access to such service or website;
 - (h) using invalid or forged headers to disguise the origin of any Content transmitted to or through IGLOO's systems;
 - (i) the unauthorized posting of any private information of any Person;
 - (j) engage in any activity that constitutes a criminal offence or otherwise engage in or assist others to engage in any criminal offence; or
 - (k) engage in any activity that gives rise to civil liability or otherwise violate the rights or assist others to violate the rights of IGLOO or any third party.
5. **Remedies.** Without limiting the remedies available to IGLOO for any breach of the Agreement, IGLOO may restrict, suspend or terminate Customer's access to IGLOO at any time and without notice if IGLOO, in its sole discretion, determines that Customer has violated this AUP.
6. **Compliance with Law Enforcement.** IGLOO reserves the right to fully cooperate with any law enforcement authorities or court order, in accordance with Section 12.3 of the Agreement, requesting or directing IGLOO to disclose the identity of anyone including, Named Users, suspected of violating this AUP, the Agreement or any applicable law. Customer acknowledges and agrees that IGLOO may cooperate with law enforcement authorities in this regard.
7. **Changes to this AUP.** IGLOO reserves the right to supplement, modify, amend or supersede this AUP, notifying Customer via email, in the event that such supplement, modification, amendment or other change(s) is required as a result of IGLOO's compliance with applicable laws, as determined by IGLOO in its sole discretion.

Exhibit C – Service Levels

IGLOO reserves the right to supplement, modify, amend or supersede the information in this exhibit from time to time, provided that the quality or level of service received by Customer from IGLOO will not be adversely impacted or reduced by such changes. In the event that the information in this exhibit is supplemented, modified, amended or superseded, IGLOO will notify Customer by email and provide a restated exhibit reflecting the changes along with the effective date of such changes.

- 1. Data Storage.** IGLOO stores all Customer Data in its secure data center facilities. IGLOO uses several methodologies to continuously back up Customer Data to ensure compliance with IGLOO's service level agreement ("SLA") requirements set out herein.

IGLOO data backups are protected from unauthorized access via Microsoft Active Directory authentication. IGLOO may, without notice to Customer, strengthen its data storage and backup policies and procedures to improve the Hosted Service provided to the Customer.

- 2. Incidents.** From time to time, failures in or degradation of software, hardware, networking or the System may cause the Hosted Service to be adversely affected. IGLOO will notify Customer of any resolutions, workarounds and patches that are required to resolve incidents that materially affect access to and use of the Hosted Service by a Named User. Customer will provide a preliminary assessment of the level of priority for each incident based on the following definitions set forth in Table 1 below:

Table 1: Priority Level Definitions

Priority Levels	Definitions
Priority 1	An incident for which a resolution, workaround or patch has not been made available to Customer or if made available by IGLOO is ineffective as a resolution that causes: <ul style="list-style-type: none">• Inability for multiple of Customer's Named Users of the Hosted Service to access and use major product features of the Hosted Service from an IGLOO supported web browser.• Data loss or corruption within the Hosted Service which is not caused by Customer or a Named User.
Priority 2	An incident for which a resolution, workaround or patch has not been made available to Customer or if made available by IGLOO is ineffective as a resolution that causes: <ul style="list-style-type: none">• Slowed performance of the Hosted Service where System response times exceed ten (10) seconds per transaction over a period of one (1) hour for multiple of all Customer's Named Users in the aggregate.• Hosted Service produces results materially different from those described in the applicable Sales Contract or the appropriate SOW or any other part of the Agreement for a major product feature, but which does not rise to the level of a Priority 1 incident.

Priority Levels	Definitions
Priority 3	<p>An incident for which a resolution, workaround or patch has not been made available to Customer or if made available by IGLOO is ineffective as a resolution that causes:</p> <ul style="list-style-type: none"> • Significant but not complete unavailability of the Hosted Service or substantially slowed performance of the Hosted Service to at least ten percent (10%) of all Customer's Named Users in the aggregate. • A malfunction of a non-essential feature of the Hosted Service.
Priority 4	<p>An incident for which a resolution, workaround or patch has not been made available to Customer or if made available by IGLOO is ineffective as a resolution that causes:</p> <ul style="list-style-type: none"> • A superficial or cosmetic defect of the Hosted Service causing no key functions to be disabled.

3. **Dispute Over Priority Level.** If IGLOO disagrees with a priority designation selected by Customer, IGLOO will advise Customer via email and shall include its justification for the disagreement. The designated contact for Customer and IGLOO will promptly discuss the priority designation and mutually agree on the proper designation. If no agreement can be reached between such contacts, each party shall escalate the issue to its appropriate level of management. In the event that the parties do not agree on the priority level, the parties shall refer the matter to, and accept the decision of, an independent expert to be appointed by agreement between the parties. Until such dispute over the priority level designation has been resolved, IGLOO shall continue to address and resolve known incidents in accordance with the priority level assigned by IGLOO and with the response and resolution times specified in Section 8 of this Exhibit C.
4. **Priority Level Elevation.** Customer may request to elevate the priority level of an incident if it meets the criteria of an increased priority level outlined in Section 2 of this Exhibit C. For incidents not addressed sufficiently through IGLOO's incident resolution methods and which are recurring (i.e. occurring more than two (2) times within one (1) calendar month), the priority level of such incidents shall automatically escalate to the next higher priority level. IGLOO may demote the priority level of an incident upon written agreement by Customer. Priority level demotion shall occur automatically for Priority 2 and Priority 3 incidents if Customer fails to respond after five (5) business days to a priority level demotion request made in writing by IGLOO.
5. **Notification by Customer.** IGLOO will provide the means for the Customer or their support personnel designated in the Sales Contract to report all incidents to IGLOO by telephone, email or web-based interactive facilities via the IGLOO support site located at <https://customercare.igloosoftware.com>. When notifying IGLOO of any incident, to the extent Customer is reasonably able, Customer will also provide a complete definition, screen shot, web browser, date, time and version number of the web browser and a documented example of the incident, identifying the product or service to which the notice relates and contact information of a responsible Named User. Customer agrees to cooperate to the extent reasonably possible in providing IGLOO with materials and information necessary to reproduce a reported incident. If requested by IGLOO, Customer agrees, to the extent reasonably possible, to provide IGLOO with functioning test code, a listing of output and any other data that Customer has and that IGLOO may reasonably require in order to reproduce an incident. The time frame for completion of IGLOO's obligations to resolve an incident will be extended if Customer does

not provide all reasonable information and materials to reproduce an incident pursuant to Section 5 in this Exhibit C. Table 2 below summarizes the process for Customer entry and/or notification of an incident.

Table 2: Incident Notification Methods

Priority Levels	Incident Notifications
Priority Level 1	Email, phone and web
Priority Level 2	Email, phone and web
Priority Level 3	Email and web
Priority Level 4	Email and web

6. **Contact Lists.** Contact lists, support interfaces, emergency numbers and other relevant contact information for Customer and IGLOO are set forth in the Sales Contract or on IGLOO’s support website (as applicable) which is located at <https://customercare.igloosoftware.com>.
7. **Trouble Tickets.** The baseline process for reporting an incident requiring support is for Customer to report incidents to IGLOO using the contact methods described in Section 5 above. IGLOO tracks trouble tickets in its ticketing application and is able to identify tickets using the trouble ticket number assigned to the incident. All communications between Customer and IGLOO with respect to an incident, including all ticket reports, uses the ticket numbers assigned to the incident to avoid ticket identification confusion. The ticketing application used by IGLOO provides real-time status of open tickets reported by Customer and enables tracking history of closed trouble tickets. This application stores and manages all appropriate dates/times (e.g. ticket origination, ticket resolution) online for tracking performance targets.
8. **Resolution and Response.** IGLOO will respond to Customer notifications of incidents as follows:
 1. Upon receipt of an incident request by Customer, IGLOO will ensure that a qualified support person is responding to Customer in accordance with the appropriate priority level assigned to the incident.
 2. IGLOO will identify the nature of the incident and assign a priority level of between P1 and P4 as summarized in Table 1 and use its reasonable commercial efforts to respond within time frames outlined in Table 3 below:

Table 3: Targeted Response and Resolution Time

Priority Levels	Coverage Hours	Response Time	Targeted Time	Resolution	Communication Plan
Priority 1	24X7X365	15 minutes	2 hours		IGLOO updates Customer every 30 minutes until incident is resolved.
Priority 2	24X7X365	30 minutes	4 hours		IGLOO updates Customer every hour

Priority Levels	Coverage Hours	Response Time	Targeted Resolution Time	Communication Plan
				until incident is resolved.
Priority 3	5 a.m. to 7 p.m. EST, Monday to Friday	24 hours	As soon as possible during a scheduled maintenance window. No longer than 5 business days.	IGLOO will provide Customer a daily update.
Priority 4	5 a.m. to 7 p.m. EST, Monday to Friday (excluding Canadian holidays)	24 hours	Timing is determined on a case-by-case basis and mutually agreed to between IGLOO and Customer. May be fixed in the next scheduled software release or during an available maintenance window.	Parties will mutually agree on a case-by-case basis.

- 9. Resolution of Defects.** IGLOO’s resolution of defects may take the form of new code, new or supplementary operating instructions or procedures, workarounds or any other commonly used method for correcting defects, as IGLOO deems appropriate. Customer shall be consulted during such resolution efforts that require new software code.
- 10. Span of Control.** In the event that Customer and IGLOO identify an incident that is determined to be caused by third-party software, IGLOO will use commercially reasonable efforts to provide workarounds to such issues that enable the Hosted Service to function properly and reduce reoccurrences of the issue. Span of control means those aspects of the Hosted Service which IGLOO can control, specifically all software, hardware and networking used to provide the Hosted Service up to and including the third-party software and hardware provided to Customer by IGLOO. IGLOO will not be responsible for Customer’s LAN, LDAP, Active Directory and core networks which are not within IGLOO’s span of control.
- 11. Unresolved Incidents.** IGLOO will promptly escalate any unresolved incident if it has not been resolved within the timeframes set forth in this Exhibit C. IGLOO shall provide Customer updates and maintain contact through the appropriate escalation contact as each incident dictates and as Customer requests escalation.
- 12. Third-Party Software.** IGLOO will obtain support, at no additional cost to Customer, for any third-party products that are included in the Hosted Service that runs within the IGLOO data center.
- 13. Customer Obligations.** Customer will notify IGLOO one (1) week in advance for scheduled maintenance on Customer dependent services that are likely to result in outages of the Hosted Service. All such communications between IGLOO and Customer, whether written or oral, must be in English.
- 14. Availability of Hosted Service.**
- 14.1 Service Availability Level.** For purposes of this Agreement, “Availability” means the percentage of the total number of minutes in a calendar month that the production environment of the Hosted Service is fully operational with all features and Services in complete operation and in compliance with

this Agreement including the Customer's ability to access, upload or download data on any component of the Hosted Service maintained by IGLOO via a supported web browser, but excluding scheduled maintenance, upgrade periods and as otherwise described in Section 14.6 of this Exhibit C. IGLOO shall use commercially reasonable efforts to achieve Availability of the Hosted Service of at least 99.9% of the time calculated on a calendar monthly basis as measured pursuant to Section 14.2 of this Exhibit C, IGLOO shall provide a web based report on the IGLOO support site demonstrating achieved Availability levels for the previous month.

14.2 Availability Service Level Formula. Each month, the Availability shall be calculated by IGLOO's third party monitoring tool. This is conditioned upon Customer having access to the monitoring tool and that the majority of the modules/components are tracked within this tool.

14.3 Computing the Service Level Score (Rounding). The measured result for Availability may require rounding in order to align with the defined scoring criteria. Where applicable, a simple rounding practice will be used. Two-decimal place accuracy will be used as the rounding precision, unless Customer has explicitly requested measurements to an accuracy of additional decimal places.

Example: If the Availability measured result equalled 99.899%, then the rounding algorithm, using two-decimal place accuracy, would result in an Availability measurement of 99.90%.

14.4 Scheduled Maintenance. IGLOO shall use its reasonable commercial efforts to notify Customer via the IGLOO support site at least seven (7) calendar days in advance of any scheduled maintenance requiring unavailability of the Hosted Service. The notification will provide the scheduled date, time and, if applicable, expected unavailability of the Hosted Service.

14.5 Unscheduled Maintenance. Customer will be notified within fifteen (15) minutes of the beginning of an unexpected outage of the Hosted Service. Such notification will take the form of an email. Unscheduled maintenance may occur due to the following: (i) outages caused by hardware, software, or network issues; (ii) outages caused by Force Majeure Events; (iii) outages solely resulting from the misuse of the Hosted Service by Customer; and (iv) outages solely resulting from the failure of Customer equipment or integrations.

14.6 Exclusions and Exceptions to Downtime. Notwithstanding anything in this Exhibit C or otherwise in this Agreement, IGLOO shall not be responsible for Downtime in the Hosted Service or any other failure to achieve Availability that is caused by: (a) unavailability or delay in performance of Internet networks controlled by entities other than IGLOO or traffic exchange points that are controlled by entities other than IGLOO; (b) unavailability or delay in any connections or equipment of Customer or any Named User which are not IGLOO-managed and are used by Customer or such Named User to access the Hosted Service; (c) where the Hosted Service is unavailable or delayed as a result of the negligence or acts or omissions of Customer, its employees, contractors, agents or its Named User, including Customer's breach of this Agreement (whether or not IGLOO suspends Customer's access to the Services under Section 15.4 of this Agreement) or acts or omissions of a Named User that would constitute breach of this Agreement (whether or not IGLOO suspends such Named User's account under Section 15.5 of this Agreement); (d) where the Hosted Service is unavailable or delayed as a result of Customer's or Named Users' software or hardware or third party software or hardware, or both; (e) features designated as "Alpha" or "Beta" (unless otherwise agreed to by the parties in writing); or (f) where the Hosted Service is unavailable or delayed as a result of Force Majeure, including, but not limited to, denial of service attack or other malicious or unwanted attack.

14.7 Service Commitment. If the Availability for Customer drops below 99.9% in a calendar month, Customer will be eligible to receive a Service Credit (as defined below). For the purposes of this

Agreement, “**Service Credit**” means a dollar credit that is equal to the percentage set out in the Services Credits Section multiplied by one twelfth (1/12) of the annual fee for the Hosted Service, which Customer may apply against either: (i) Fees for usage of Professional Services in remainder of the Term, commencing the calendar month following the month in which Customer became eligible to receive a Service Credit, or (ii) Fees for the Hosted Service for the next contract year remaining in the Term. Service Credits do not have a cash or refund value.

14.8 Service Credit. Except as set out in a Sales Contract, IGLOO Service Credits are as follows:

	Availability	Response Time	Targeted Resolution Time
	Availability is less than or equal to <99.9%	IGLOO approved P1 or P2 incidents in which the Response Time was not met by 15 minutes or greater	IGLOO approved P1 or P2 incidents in which the Targeted Resolution Time was not met by 1 business day or greater
Service Credit	15%	1.5% per incident (inclusive)	1.5% per incident (inclusive)

14.9 Eligibility for Service Credits. In order to receive any of the Service Credits described above, Customer must notify IGLOO within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Customer must also provide IGLOO with server log files showing loss of external connectivity errors and the date and time those errors occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Service Credit.

Exhibit D - IGLOO Security Incident Response

IGLOO reserves the right to supplement, modify, amend or supersede the information in this exhibit from time to time, provided that the quality or level of service received by Customer from IGLOO will not be adversely impacted or reduced by such changes. In the event that the information in this exhibit is supplemented, modified, amended or superseded, IGLOO will notify Customer by email and provide a restated exhibit reflecting the changes along with the effective date of such changes.

IGLOO has implemented several systems to protect the System and Customer Data. These systems include, but are not limited to, intrusion prevention and detection, Anti-virus software, firewall monitoring, and firewall change monitoring; all services are provided by industry leading vendors in respective specialties. In addition, IGLOO has internal policies that all employees are required to adhere to with respect to Corporate Information Security Policy, checking of references prior to hiring and other standard practices. Note that ALL security breaches would be treated as a P1 incident as defined.

The flowchart below outlines the steps taken should a security breach occur:

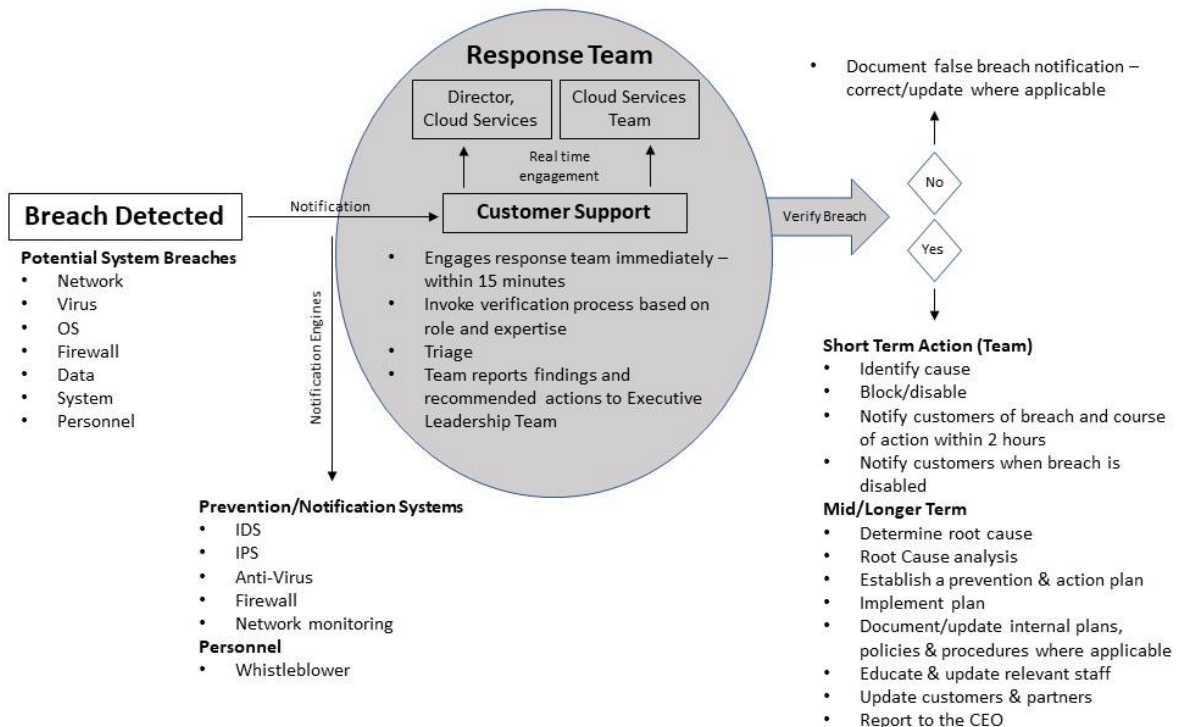


Exhibit E - IGLOO Disaster Recovery Plan

IGLOO reserves the right to supplement, modify, amend or supersede the information in this exhibit from time to time, provided that the quality or level of service received by Customer from IGLOO will not be adversely impacted or reduced by such changes. In the event that the information in this exhibit is supplemented, modified, amended or superseded, IGLOO will notify Customer by email and provide a restated exhibit reflecting the changes along with the effective date of such changes.

Introduction

IGLOO, like any other firm, is exposed to potential risks that could disrupt or destroy critical business functions and/or the production and delivery of our hosted services. Our strategy for continuing business in the event of a disaster is to ensure the safety and security of all employees; and to continue critical business functions, production and delivery of our hosted services in a timely fashion.

Purpose

This document provides our customers a high-level summary of the policies and procedures that govern our disaster recovery program. A disaster recovery team and program have been put in place to ensure consistent availability, reliability and delivery of our hosted services in the event of a disaster.

Disruption of Service

There are two potential types of service disruptions which can affect IGLOO Hosted Service:

1. **System Outages** – refer to periods of time when our hosting services are unavailable due to hardware, software or network failures.
2. **Disasters** - refer to a variety of potential environmental disasters or emergency situations such as floods, fire, terrorism or acts of sabotage that may cause our Hosted Services to be unavailable and unrecoverable.

System Outages

IGLOO classifies system outages into the following four categories:

Priority 1: Critical

- A serious incident that causes the entire Hosted Service to become unavailable.
- A serious incident that causes data corruption.

Priority 2: Major

- A serious incident that causes a core feature of the Hosted Service to become unavailable i.e. blogs, forums, documents etc.
- A serious incident that substantially slows performance of the Hosted Service.

Priority 3: Medium

- A serious incident that causes a malfunction of a non-essential feature of the Hosted Service i.e. commenting.

Priority 4: Minor

- A superficial or cosmetic defect of the Hosted Service causing no functions to be disabled.

Note: IGLOO policies and procedures for managing system outages can be found in our Master Terms of Service.

Disasters

IGLOO classifies disasters into the following three categories:

Disaster Priority Level 1

- The data center is lost and unrecoverable.
- All hardware and software is destroyed.
- Production data is destroyed and unrecoverable.

Disaster Priority Level 2

- Data corruption failure and all production data is lost and unrecoverable.
- Production systems are unaffected.

Disaster Priority Level 3

- All production systems are lost and unrecoverable.
- Data is not affected and is recoverable.

Disaster Priority Level 4

- All production systems are lost but are recoverable.
- Data is not affected and is recoverable.
- System Outage which IGLOO has been able to determine may last five (5) business days or longer.

Data Center Operations

Microsoft Azure

IGLOO's data center partner is Microsoft Azure. Azure is one of the top cloud providers; over 90% of Fortune 500 companies use the Azure platform, and it has been recognized as the most trusted cloud provider for U.S. government institutions. Azure provides global infrastructure across 42 regions with over 100 Cloud Services available.

Azure offers the most comprehensive set of compliance offerings of any cloud service provider: (www.microsoft.com/en-us/trustcenter/compliance/complianceofferings).

Data Center Facilities

1. **Production Data Center** – IGLOO stores and manages Customer data at a production data center in each Customer's selected jurisdiction of data residency.
2. **Disaster Recovery Site** – This secondary data center is located in the same jurisdiction as the production data center and possesses all the benefits of our production data center, but also serves as a disaster recovery facility if an event occurred at the production data center. If a catastrophic failure were to occur at our production data center, our DRP and related processes would restore all systems at the secondary data center.
3. **Quality Assurance Lab** – This is our testing center located at our corporate headquarters in Kitchener, Ontario, Canada. It is a small-scale replica of our production data center and is used for quality assurance testing, not the storage of client data.

Policy Statement

Corporate management at IGLOO has approved the following policy statement:

- IGLOO shall develop and maintain a comprehensive DRP.
- The DRP should cover all essential and critical infrastructure elements, systems, and networks, in accordance with key business activities.

- The DRP should be periodically tested in a simulated environment to ensure that it can be implemented in emergency situations and that the management and staff understand how it is to be executed.
- All staff must be made aware of the DRP and their own respective roles.
- The DRP is to be kept up to date to take into account changing circumstances.

Key Objectives

The principal objective of the DRP is to develop, test and document a well-structured and easily understood plan which will help the company recover as quickly and effectively as possible from an unforeseen disaster or emergency which halts our hosted services in our production data center(s) facilities.

Additional objectives include the following:

- Ensure that all employees fully understand their duties in implementing such a plan.
- Ensure that operational policies are adhered to within all planned activities.
- Ensure that proposed contingency arrangements are cost-effective.
- Disaster recovery capabilities are communicated to key stakeholders.

The Disaster Recovery Team (DRT)

IGLOO has created a dedicated team responsible for managing, implementing and testing the DRP. Employees include team members from the following IGLOO departments:

- Customer Support
- Technology
- Executive Management

Key Responsibilities

- Respond immediately to a potential disaster and call emergency services.
- Assess the extent of the disaster and its impact on the business, data center and hosted services.
- Decide which elements of the DRP should be activated.
- Establish and manage the actions of the DRT to maintain vital services and return to normal operations.
- Ensure employees and key stakeholders are notified and allocate responsibilities and activities as required.

Team Leadership

A senior manager at IGLOO is designated as the Team Leader for the DRP and heads up the DRT. This person is responsible for the overall coordination, management and implementation of the DRP.

Resolution of issues in the development or support of the program and associated activities are coordinated with the DRT and appropriate internal and/or external stakeholders before submitting to the Team Leader for approval.

Primary Goals

The Disaster Recovery team follows a set of predetermined internal policies, procedures, controls and best practices when dealing with system outages or catastrophic disasters. These policies and controls have been put in place to:

1. Minimize system outages.
2. Reduce downtime and data loss due to a disaster or system outage.
3. Reduce the threat of malicious attacks that could also cause catastrophic disaster.

Change Control

It is necessary that the process be properly structured, managed, controlled and tested. To achieve this, the DRP is reviewed, approved and certified by the DRT annually.

Whenever changes are made to the DRP, they are fully tested and appropriate amendments are made to the materials. This involves the use of formalized change control procedures under the control of the appropriate parties.

Verification of Policy Compliance

Compliance and verification is managed by the DRT with support from other relevant internal departments. Compliance verification is required annually and is facilitated by the Team Leader. Waivers for temporary compliance verification may be given if a detailed written waiver request issued by the department manager is approved by the Team Leader. Maximum delay for compliance is one year from the original date of compliance.

Disaster Recovery Program (DRP) Exercises

The DRT performs a regularly scheduled disaster recovery plan exercise throughout the year. These exercises are an essential part of the plan development process. In a disaster exercise, no one passes or fails; everyone who participates learns from exercises – what needs to be improved, and how the improvements can be implemented. DRP exercising ensures that teams are familiar with their assignments and, more importantly, are confident in their capabilities.

Penalties for Non-Compliance

In situations where there is non-compliance with the DRP, the DRT will prepare a brief stating the case for non-compliance and present it to the Team Leader for resolution. Failure to comply with the program within the allotted time for resolution may result in verbal reprimands, notes in personnel files, termination and other remedies as deemed appropriate.

Documentation

Documentation of the DRP is available as follows:

- On the corporate digital workplace.
- Hard copies are stored in secure locations to be defined by IGLOO.

Business Recovery Report

The DRT is responsible for preparing a report summarizing all of the business recovery activities undertaken and completed during a disaster. The report contains information on the disruptive event, who was notified and when, action taken by members of the team together with outcomes arising from those actions. The report also contains an assessment of the impact to normal business operations and to our clients and partners. The report is distributed to senior management and key stakeholders.

The content of the report includes:

- A description of the incident.
- People notified of the emergency (including dates).
- Action taken by the DRT.
- Outcomes arising from actions taken.
- An assessment of the impact to normal business operations.
- Problems identified.
- Suggestions for enhancing the DRP.
- Lessons learned.

Once normal business operations have been restored, a DRT meeting is scheduled (i.e. within two hours of the report being distributed) to summarize the report, identify/resolve outstanding issues and make recommendations to the management team.

Insurance

As part of IGLOO's disaster recovery and business continuity strategies a number of insurance policies have been put in place. These include errors and omissions, directors & officers liability, general liability, and business interruption insurance.

Disaster Recovery Options

Igloo offers customers two different service levels for disaster recovery – basic and premium.

Basic Disaster Recovery

Price: Free

The following summarizes the expected recovery times and data loss for customers using the Basic Disaster Recovery plan:

- Recovery Time Objective (RTO) = 36 hours (degraded features and performance).
- Recovery Time Objective (RTO) = 3 weeks (performance not degraded).
- Recovery Point Objective (RPO) = Data loss is 100%.

Premium Disaster Recovery

Price: 15% of annual subscription, payable annually in advance

The following summarizes the expected recovery times and data loss for customers using the Premium Disaster Recovery plan:

- Recovery Time Objective (RTO) = 8 hours (performance not degraded).
- Recovery Point Objective (RPO) = 4 hours, with near real-time replication of data.
- Disaster Recovery Site = Alternative data center within selected jurisdiction.