**SCHEDULE "A": Terms and Conditions**


1.      **Services.** PiinPoint will provide the services described in the Service Description in the chart on the first page of this Agreement on the terms of this Agreement (the "Services"). Customer acknowledges that the Services may be dependent on provision of information or access to Customer systems. PiinPoint will use commercially reasonable efforts to: (i) provide to Customer basic customer support; and (ii) make the Platform available 24 hours a day, 7 days a week, with minimal downtime; except for: (1) planned downtime for maintenance and scheduled upgrades (which may alter the functionality of the Platform); and (2) unavailability caused by circumstances beyond PiinPoint's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, Internet service provider failures or delays, or the unavailability of any third-party provided services. PiinPoint may alter the functionality and user interfaces of the Platform from time to time in its sole discretion as part of developing the Offering (being a combination of the PiinPoint Platform and Services) and improving the user experience of PiinPoint's other customers. It is Customer's responsibility to backup onto Customer's own local system all Customer Data (as defined in Section 2.2 below), including all data, files and records that Customer submits to PiinPoint.


**2. License Grants.**
2.1      License Grants by PiinPoint. Subject to the terms and conditions of this Agreement PiinPoint grants to Customer: (i) a revocable, non-exclusive, non-transferable license during the Term to access and use the PiinPoint Platform over the Internet and through the then available standard interface for the Platform in connection with receiving the Services; and (ii) a revocable, perpetual, non-exclusive, non-transferable, royalty-free, fully paid-up worldwide license to copy, use, reproduce, access and store any modifications, compilations, derivative works and results from processing (including analyses, reports and visual representations) created or developed from Customer Data by PiinPoint in connection with the Services, in each case solely for Customer's internal business purposes.


2.2      License Grant by Customer. Subject to the terms and conditions of this Agreement, including PiinPoint's confidentiality obligations, Customer grants to PiinPoint a transferable, royalty-free, fully paid-up, worldwide license to copy, use, reproduce, modify, develop,access, collect, store and use the Customer Data for the sole purpose of providing the Services to Customer.


**3. Reservation of Rights**.
3.1      Rights Reserved by PiinPoint. PiinPoint reserves all rights in the Services, the Platform, and all materials provided by PiinPoint hereunder and not specifically granted to Customer

("**PiinPoint Property**"). All right, title and interest in the PiinPoint Property, as well as any update, modification, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with PiinPoint (or PiinPoint's third party suppliers, as applicable)

3.2     Rights Reserved by Customer. Customer expressly reserves all rights in any data that Customer (or any User) loads, transmits to or enters into the Platform, including data that the Platform is configured to obtain from Customer's servers or systems (the "**Customer Data**"), subject to the license that Customer grants PiinPoint in accordance with the provisions of this Agreement, and provided that Customer does not acquire any intellectual property rights in the Services, the Platform or any elements of any of the foregoing.

**4. Privacy Policy; Limitation, Suspension or Termination of Access.**

4.1     Privacy Policy. To the extent that Customer Data may contain any Personal Information of Customer, its employees or agents, Customer agrees to the terms of PiinPoint's privacy policy (the "Privacy Policy") located at: https://app.piinpoint.com/files/privacy.pdf, and which is herein incorporated by reference and forms part of this Agreement. To the extent that Customer Data may contain any Personal Information of Customer's end users or clients, Piinpoint shall (i) protect such personal information in accordance with the terms of the Privacy Policy; (ii) use such personal information solely for the purpose of providing the Services and otherwise in accordance with applicable laws; and (iii) immediately delete such personal information on termination Customer's subscription to the Services.

4.2     Limitation, Suspension or Termination of Access. PiinPoint may suspend, terminate or limit Customer's access to or use of the Platform or the Services without notice in order to: (a) prevent damage to, or degradation of the integrity of, PiinPoint's systems or PiinPoint Property; (b) comply with any law, regulation, court order, or other governmental request or order; or (c) otherwise protect PiinPoint from potential legal liability or harm to its reputation or business. PiinPoint will use commercially reasonable efforts to notify Customer of the reasons for such action as soon as reasonably practicable. PiinPoint will not be responsible for any loss or damages incurred by Customer as a result of any interference of access to or use of the Platform or the Services under this Section.

**5. Customer Responsibilities and Restrictions.**

5.1     On Customer's request, but subject to any limitations associated with Customer's enterprise subscription account, PiinPoint will issue user identification and password ("**User ID**") to Customer for each individual Customer wishes to have access to and use of the Offering (each, a "**User**"). Users may only access and use the Platform and the Services through their particular User ID. Customer is responsible for maintaining the confidentiality of User IDs and will promptly notify PiinPoint of any actual or suspected unauthorized use of the Offering.

Customer is responsible for all activity occurring under the User IDs and for the compliance by the Users with this Agreement. Without limiting the generality of the foregoing, Customer agrees that Customer will not, and will not permit any person to:

- use the Offering other than as permitted by this Agreement;
- use the Offering to send, store, publish, post, upload or otherwise transmit any Customer Data in violation of any warranty, representation or obligation of Customer under this Agreement;
- license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Offering available to any third party, other than to the Users, or as otherwise expressly contemplated in accordance with this Agreement;
- use the Offering to upload, collect, transmit, store, use or process, or ask PiinPoint to obtain from third parties, any Customer Data: (A) that Customer does not have the lawful right to copy, transmit, distribute, and display (B) for which Customer does not have the consent or permission from the owner of any Personal Information contained therein; (C) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights of any third party (including any intellectual property right, trade secret, moral right or right of publicity); (D) that is tortious, defamatory, obscene, or offensive; or (E) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability;
- use the Offering to send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;
- use the Offering in a manner that interferes with or disrupts the integrity or performance of the Offering;
- attempt to gain unauthorized access to the Offering or its related systems or networks including using or knowingly permitting the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Offering;
- use any data mining, robots or similar data gathering or extraction methods;
- copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Offering or any part thereof or otherwise attempt to discover any source code or modify the Offering, except as expressly provided for in this Agreement.

5.2    <u>Customer Responsibility for Customer Data</u>. Customer has sole responsibility for Customer Data. PiinPoint will use the Customer Data it is provided by Customer or third parties in performing the Services "as is", and is not responsible for reviewing, validating or otherwise confirming the accuracy, appropriateness or completeness of Customer Data. Customer may delete or request PiinPoint to delete all or part of the Customer Data at any time.

**6      Fees and Payment.** Customer will pay to PiinPoint the set-up fee (if any indicated on the chart on the first page of this Agreement) on or before the Effective Date and Customer will pay to PiinPoint the subscription fee in the amounts and frequency indicated in the chart at the beginning of this Agreement. PiinPoint may send to Customer invoices for any amounts that have become due and payable under this Agreement. Customer agrees to pay all invoiced amounts within 30 calendar days of the invoice date. PiinPoint may suspend Customer's access to the Offering until all due amounts are paid in full. Any late payment will be increased by the costs of collection (including reasonable legal fees), and will incur interest at the rate of one and a half percent (1.5%) compounded monthly (19.56% annually), or the maximum legal rate (if less) until fully paid. Fees and charges quoted in this Agreement do not include, and Customer shall pay, all sales, use, gross receipts, value-added, GST/HST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges

**7 Customer Warranty; Disclaimer; Indemnity.**

7.1      Customer Warranty. Customer represents and warrants that the Customer Data will contain no personally identifiable information ("Personal Information"), except for Personal Information:

(i) in respect of which Customer has provided all disclosures and obtained all consents from all applicable individuals in accordance with applicable laws; and (ii) that complies with Customer's representations, warranties and obligations set out in this Agreement.

7.2      Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, THE OFFERING AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY PIINPOINT TO CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. PIINPOINT HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. PIINPOINT DOES NOT WARRANT THAT THE OFFERING WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, PIINPOINT EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICES (INCLUDING ALERTS AND RECOMMENDATIONS) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

7.3      Indemnity. Customer agrees to indemnify and hold harmless PiinPoint, its employees, officers, directors and affiliates against any and all liability (including damages, recoveries,

deficiencies, interest, penalties and reasonable attorney's fees) to third parties relating to: (i) Customer Data, (ii) Customer's breach of any of Customer's obligations, representations or warranties under this Agreement; or (iii) Customer's use of the Offering, including in combination with any third party software, application or service.

**8      Limitation of Liabilities.** IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF PIINPOINT IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY PIINPOINT UNDER THIS AGREEMENT DURING THE PRECEDING 2 MONTHS FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL, (III) BUSINESS INTERRUPTION, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF

CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL PIINPOINT BE LIABLE FOR PROCUREMENT OR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

**9      Term and Termination.** This Agreement will commence on the Effective Date and continue during the Initial Term (**"Term"**) and, on expiry of the Initial Term, will continue to automatically renew for further periods equal to the period of the Initial Term. Either Party may terminate this Agreement if: (i) the other Party breaches any material provision hereof, and fails within fifteen (15) days after receipt of notice of such breach to correct such material breach or to commence corrective action reasonably acceptable to the aggrieved Party; or (ii) the other party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed, or a petition in bankruptcy is filed with respect to the Party and is not dismissed within thirty (30) days. The following Sections will survive expiration or termination of this Agreement for any reason: Section 4 (Reservation of Rights), Section 6 (Customer Responsibilities and Restrictions), Section 11 (Customer Warranty; Disclaimer; Indemnity), Section 12 (Limitation of Liabilities), and Section 11 (General Provisions).

**10      General Provisions.** Customer may not assign this Agreement to any third party without PiinPoint's prior written consent. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assignees. This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to conflicts of law principles. The Parties hereby irrevocably attorn to the jurisdiction of the courts sitting in Toronto, Ontario. Piinpoint may refer to Customer in Piinpoint's list of customers and may use Customer's name and logo for marketing-related

purposes. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Customer's relationship to PiinPoint is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of PiinPoint. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.