MASTER SUBSCRIPTION AGREEMENT

TASMAN TECHNOLOGIES INC. DBA ONSCHED
-MASTER SUBSCRIPTION AGREEMENT-

THIS AGREEMENT GOVERNS YOUR USE OF THE HOSTED SERVICES OFFERED TO YOU BY TASMAN TECHNOLOGIES INC. DBA ONSCHED.

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT AND WILL BE REFERRED TO AS "YOU" OR "CUSTOMER" IN THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" AND "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE HOSTED SERVICES.

You may not access the Hosted Services if You are OnSched's direct competitor, except with OnSched's prior written consent. In addition, You may not access the Hosted Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This agreement was last updated August 1, 2020 ("**Agreement**"). It is effective between You and Tasman Technologies Inc. DBA OnSched, a corporation incorporated under the laws of the Province of Ontario with its registered office at 121 Edgecliffe Pl., Burlington, ON L7L 3Z2 ("**OnSched**") as of the date of You accepted this Agreement (the "**Effective Date**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1 . DEFINITIONS.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than fifty per cent (50%) of the voting interests of the subject entity;

"**Ancillary Services**" means services offered in the OnSched suite of product offerings, which include but are not limited to Intelligent Lead Routing, CRM Integration, Calendar Sync, Custom Notifications, World Time Zones, Lead Enrichment, and Top Down Architecture;

"**Business Location**" means the second layer of the Top Down Architecture, which encompasses all users within a specific department or subdivision of a user Company. Each user company may use multiple Business Locations to manage daily service operations within a specified department or subdivision of the user Company.

"**Hosted Services**" means the generally available Internet based applications and services related to enterprise online booking that are ordered by Customer under an Order Form, including updates thereto from time to time;

"**Company**" means the first layer of the Top Down Architecture which provides Company-wide or global permissions to manage settings across all Business Locations;

"**Customer Data**" means any data, information or other materials submitted by Customer to the Hosted Service;

"**Customer Trademarks**" means any trademarks that Customer provides OnSched for the purpose of referring to Customer within the user interface for the Hosted Service;

"**Dispute Period**" means fifteen (15) days from receipt of invoice;

"**Documentation**" means OnSched's then current on-line help, guides, and manuals published by OnSched and made generally available by OnSched for the Hosted Services. Documentation shall include any updated Documentation that OnSched provides;

"**Effective Date**" means the date Customer executes this Agreement. The "effective date" of an Order Form shall be the date Customer executes such Order Form;

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;

"**Order Form**" means the ordering documents for Customer purchases from OnSched that are executed hereunder by Customer and OnSched from time to time. All Order Forms shall be deemed incorporated herein.

"**Provider**" means a third-party service provider that Customer authorizes to use the Hosted Services for the benefit of Customer. Providers shall be deemed Users for purposes of this Agreement;

"**Resource**" means the third layer of the Top Down Architecture which allows Company or Business Location users to manage bookings and daily operations for the calendars of individual within a given Company or Business Location;

"**Subscription Term**" means the period of time that Customer may use and access the Hosted Service beginning on the Effective Date and as set forth in the applicable Order Form. The Hosted Service may automatically deactivate and become non-operational at the end of the Subscription Term, and Customer shall not be entitled to access the Hosted Services unless the Subscription Term is renewed;

"**Users**" means individuals who are authorized by Customer to use the Hosted Services, for whom subscriptions to the Hosted Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by OnSched at Customer's request). Users may include but are not limited to employees, consultants, contractors and agents of Customer, or third parties with which Customer transacts business.

2. HOSTED SERVICES.

2.1   OnSched shall make the Hosted Services available to Customer and its Users pursuant to this Agreement and the applicable Order Form during each Subscription Term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by OnSched regarding future functionality or features. Customer shall be responsible for Users' compliance with this Agreement;

2.2   Unless otherwise specified in the applicable Order Form, Hosted Services are purchased as User subscriptions based on, but not limited to, the Resources, Business Locations, Companies, Appointments, calls to the OnSched API and Ancillary Services which OnSched makes available to Customer through the Hosted Service;

2.3   Customer shall not: (i) sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Hosted Services available to any third party other than Users; (ii) modify, make derivative works of, disassemble, reverse compile, reverse engineer, or subvert the intrinsic security of any part of the Hosted Services for any purpose including without limitation discovering individual Customer Data or re-identifying anonymous data; (iii) access or use the Hosted Services in order to build a similar or competitive product or Hosted Service; (iv) disclose any review of the Hosted Service to any third party without OnSched's prior written approval; (v) use any e-mail addresses and other customer contact information provided on the Hosted Service for marketing or advertising purposes; or (vi) post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, obscene, indecent or unlawful material or information. Except as expressly stated herein, no part of the Hosted Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means to, including but not limited to electronic, mechanical, photocopying, recording, or other means. Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Hosted Services, and notify OnSched promptly of any such unauthorized access or use.

3. THIRD-PARTY PROVIDERS. Customer may authorize Provider to use the Hosted Services. Provider's use of the Hosted Services and provision of services to Customer related thereto including but not limited to any terms, conditions, warranties or representations associated with such services any exchange of data between Customer and such Provider is solely between Customer and the applicable Provider. OnSched shall have no liability or obligation for, and does not endorse or accept any responsibility for Provider, the contents or use of third-party websites or any transactions completed with Providers or any third parties. Customer is responsible for all acts and omissions of Provider or any third-party User.

4. OWNERSHIP.

4.1   As between the Parties, OnSched shall own and retain all right, title and interest in and to the Hosted Services and OnSched Confidential Information (defined below), including all intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. As between the Parties, Customer shall own all right, title and

interest in and to any Customer Data and Customer Confidential Information. Customer grants to OnSched the non-exclusive, worldwide right to copy, adapt, transmit, communicate, display, distribute and create compilations and derivative works of the Customer Data for the purpose of providing the Hosted Services hereunder and to improve or enhance the Hosted Services. This license includes use of Customer Data to compile, use and disclose anonymous, aggregated statistics that include Customer Data, provided that no such information will directly identify and cannot reasonably be used to identify Customer or Customer's Users. Customer shall be solely responsible for ensuring that Customer has obtained all necessary third-party consents and made all required disclosures in connection with the foregoing grant. Customer acknowledges and agrees that Customer Data may be transferred outside of the country or other jurisdiction where other customers or users are located. In addition, Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and copyright of all Customer Data;

4.2   OnSched shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Hosted Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Hosted Services.

5. BILLING AND PAYMENT.

5.1   Customer agrees to pay in advance for all Hosted Services ordered. Except as otherwise provided: (i) the fees set forth in each Order Form hereunder shall be fixed during the Subscription Term including for purchases of additional Users, Appointments or calls to the API; (ii) the Hosted Services fees for the first Subscription Term set forth in each Order Form hereunder will be invoiced upon execution of such Order Form; (iii) subsequent fees under such Order Form will be invoiced, where applicable, in advance approximately thirty (30) days prior to the start of each subsequent Subscription Term or charged automatically at the start of each subsequent Subscription Term; and (iv) subsequent fees in respect of overage charges, as outlined in each Order Form, will be billed at the end of each month and become due and payable seven (7) days after billing, including, but not limited to, the greater of: (A) five dollars ($5.00) per one thousand (1,000) calls to the API in excess of that stipulated on the applicable Order Form; or (B) whichever dollar per call to the API overage is stipulated on the applicable Order Form.   All fees under this Agreement are non-refundable except as otherwise set forth herein. OnSched's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, even if such amounts are not listed by OnSched;

5.2   Except as otherwise provided in an Order Form, payment for invoices are due on signing of Customer's Order Form or applicable invoice (excluding amounts under reasonable and good faith dispute). If any amounts are withheld by Customer, Customer shall, within the Dispute Period provide OnSched a reasonably detailed written explanation of the nature of the dispute, which explanation shall set forth the dollar amounts withheld and the reasons for withholding such amounts. If Customer does not dispute the applicable invoice during the Dispute Period, any such dispute shall be deemed waived. For clarity, Customer remains obligated to pay OnSched for all portions of the applicable invoice that are not under reasonable and good faith dispute. Overdue amounts are subject to interest at one and a half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, and may result in suspension of Customer's ability to access the Hosted Service until payment is made. Customer shall reimburse OnSched for all reasonable, actual costs (including reasonable legal fees) incurred by OnSched in the collection of overdue amounts.

6. SUPPORT.

6.1   For the Subscription Term OnSched shall provide assistance to Customer by telephone, e-mail or online chat as set forth on www.OnSched.com/Support, unless otherwise modified by way of SLA Annexure, which may be entered into by way of written agreement between the Customer and SaaS Provider. OnSched shall use reasonable commercial efforts to correct at no additional charge any reproducible errors reported by Customer. OnSched shall review all requests for improvements and new functionality, but OnSched shall have no obligation to provide any modifications to the Hosted Service.

6.2   Customer shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom SaaS Provider should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Customer data, both internally to SaaS Provider and to the Customer, restoration of data, and other configuration changes. By default and unless otherwise specified in writing, the individual who signs the Purchase Order becomes the Primary Contact.

6.3   Customer will retain responsibility for administering security within the SaaS Provider applications (*e.g.*, the granting of rights to a user for a specific form in the application). Customer is responsible for maintaining its user desktops and providing users network access to the Hosted Services. Customer is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Hosted Services. Customer shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Services Provider Hosting Site. Services Provider shall not be responsible for the reliability or continued availability of the

communications lines, or the corresponding security configurations, used by Customer in accessing the Internet to access the Software. Customer shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Customer site and Software hosted by SaaS Provider. Customer shall provide accurate input information in the manner reasonably prescribed by SaaS Provider in connection with the Hosted Services provided under this Master Subscription Agreement. Customer shall advise SaaS Provider of any changes to Customer's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation or configuration of the Hosted Services. Customer shall configure necessary user accounts via the administrator account provided by SaaS Provider. Customer shall be responsible for establishing any merchant accounts necessary for credit card transactions, if applicable. Customer shall be responsible for ensuring that any Customer Content is accurate, not corrupt in any way, and does not contain any viruses.

7. **LIMITED REPRESENTATIONS & WARRANTIES**. Each Party represents and warrants that it has the power and authority to enter into this Agreement. OnSched warrants that (i) it will provide the Hosted Service in a manner consistent with generally accepted industry standards, (ii) the Hosted Service will perform substantially in accordance with its online Documentation under normal use, (iii) the functionality of the Hosted Service will not be materially decreased during a subscription term; (iv) the configuration of the Hosted Services will conform in all material respects to this Agreement and/or the applicable Order Form; and (v) the Hosted Service will not contain or transmit to Customer any Malicious Code (except for Malicious Code that may be uploaded by Users). In the event of breach of (i), (ii) or (iv) above, Customer's sole and exclusive remedy, and the sole and exclusive obligation of OnSched, shall be to use commercially reasonable efforts to correct or provide a workaround for the reproducible error(s) that cause breach of these warranties, or if OnSched is unable to make the Hosted Service operate as warranted within a reasonable time considering the severity of the error and its impact on the Customer, Customer shall be entitled to terminate this Agreement and receive a pro-rata refund.

8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **LIMITATION OF LIABILITY**.

9.1   IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ONSCHED OR ITS THIRD-PARTY PROVIDERS EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM;

9.2   IN NO EVENT SHALL EITHER PARTY OR THIRD-PARTY PROVIDERS OF ONSCHED BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE HOSTED SERVICE, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR THE THIRD-PARTY PROVIDER HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

9.3   THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 9 SHALL NOT APPLY IN THE EVENT OF CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF ONSCHED'S INTELLECTUAL PROPERTY RIGHTS, OR TO ONSCHED'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 10 BELOW. CERTAIN PROVINCES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY.

10. **INDEMNITIES**.

10.1   **Indemnification by OnSched**. OnSched shall defend, indemnify and hold Customer harmless against any **"Claims"** made or brought against Customer by a third party alleging that (i) the use of the Hosted Service as contemplated hereunder infringes the copyrights, trademarks or trade secrets of such third party; (ii) OnSched's breach of its confidentiality obligations relating to Customer Data harmed such third party; or (iii) OnSched failed to comply with applicable laws, rules or regulations in its performance of this Agreement; provided, that Customer (a) promptly gives written notice of the Claim to OnSched; (b) gives OnSched control of the defense and settlement of the Claim (provided that Customer may participate in such defense at its own expense and that OnSched may not settle any Claim in a manner that admits liability on behalf of Customer); and (c) provides to OnSched, at OnSched's expense, reasonable assistance in connection with the defense and settlement of the Claim. OnSched shall pay Customer any damages finally awarded

against Customer, settlements agreed to in accordance with Section 10.1 (b) and reasonable costs and expenses (including reasonable legal fees) directly attributable to such Claim;

10.1.1   OnSched may, at its sole option and expense: (i) procure for Customer the right to continue using the Hosted Service under the terms of this Agreement; or (ii) replace or modify the Hosted Service to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably practicable, OnSched may terminate this Agreement and refund to Customer all prepaid fees for the remainder of its subscription term after the date of termination. This Section 10 represents OnSched's entire obligation and Customer's exclusive remedy regarding any third party intellectual property claims;

10.1.2   Furthermore, OnSched shall have no liability for any Claim under Section 10.1(i) to the extent such liability is the result of (i) modifications to the Hosted Service by anyone other than OnSched or its agents (provided that OnSched shall not be liable if OnSched or its agents made the modifications using requirements documents, written specifications or other written materials submitted by Customer or its agents or representatives); (ii) the use or combination of the Hosted Service with any other item not provided by OnSched where in the absence of such use or combination, the Hosted Service alone would not have given rise to the Claim; or (iii) Customer's continued use of an infringing version of the Hosted Service when the then current version of the Hosted Service has been modified to be non-infringing;

10.2   **Indemnification by Customer**. Customer shall defend, indemnify and hold OnSched harmless against any Claims made or brought against OnSched by a third party alleging that (i) the Customer Data or use of the Hosted Service in violation of this Agreement infringes or violates the rights of such third party; or (ii) Customer failed to comply with applicable laws, rules or regulations in its performance of this Agreement; provided, that OnSched (a) promptly gives written notice of the Claim to Customer; (b) gives Customer control of the defense and settlement of the Claim (provided that OnSched may participate in such defense at its own expense and that Customer may not settle any Claim in a manner that admits liability on behalf of OnSched); and (c) provides to Customer, at Customer's expense, reasonable assistance in connection with the defense and settlement of the Claim. Customer shall pay OnSched any damages finally awarded against OnSched, settlements agreed to in accordance with Section 10.2(b) and reasonable costs and expenses (including reasonable legal fees) directly attributable to such Claim.

11. TERM AND TERMINATION.

11.1   The term of this Agreement shall commence on the Effective Date as set out in Order Form and shall continue until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

11.2   The subscription term of an Order Form commences on the Effective Date (for the initial purchase of subscriptions) or the effective date of such Order Form (for subsequent purchases of subscriptions), and continues for the subscription term specified in such Order Form. Customer's subscription to the Hosted Service will automatically renew at the applicable subscription renewal fee based on, but not limited to, the number of appointments, calls to the API, Resources, Business Locations, Companies and scope of Ancillary Services at the time of such renewal, for a renewal Subscription Term paid for by Customer prior to the expiration of the initial Subscription Term or any renewal Subscription Term, unless and until Customer provides OnSched with no less than fifteen (15) days' written notice of its intent not to renew prior to the expiration of the initial Subscription Term or any renewal Subscription Term. In no event will the renewal subscription level be lower than the subscription level of the previous Subscription Term. In the event that any Subscription Term expires before Customer makes a payment for a renewal Subscription Term, OnSched reserves the right to charge: (a) a proportionate fee for the elapsed time period during which the Subscription Term was expired and (b) a reactivation fee to process the renewal;

11.3   A Party may terminate this Agreement for cause (i) upon breach of this Agreement if such breach has not been cured within thirty (30) days of written notice from the non-breaching Party specifying the breach in detail and, if OnSched is the non-breaching Party, OnSched may terminate Customer's password, account, access to and/or use of the Hosted Service; (ii) immediately upon written notice if the other Party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; (iii) if either Party undergoes a change of Control in favor of a direct competitor of the other Party; or (iv) as otherwise provided herein. OnSched may terminate this Agreement for cause if the implementation of the Hosted Service has not been completed within three (3) months of the Effective Date (for the initial purchase of subscriptions) and, in such case, OnSched may terminate Customer's password, account, access to and/or use of the Hosted Service;

11.4   At Customer's request, within 30 days of termination of this Agreement, provided Customer is not in breach of the Agreement, OnSched will make available to Customer a file of the Customer Data then in its possession for a nominal handling fee. Customer agrees and acknowledges that OnSched has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted after 30 days following the termination of this Agreement or if Customer's account is 30 days or more past due. The following provisions shall survive any termination of this Agreement: Sections 4, 5, 9, 10, 11.4, 12, and 14.

12. **CONFIDENTIAL INFORMATION.**

12.1   Each Party may have access to information that is confidential to the other Party. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is clearly identified as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential, including but not limited to the terms and conditions of this Agreement (including pricing and other terms reflected in an Order Form hereunder), the Customer Data, the Hosted Service, business and marketing plans, technology and technical information, product designs, trade secrets and business processes. A Party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the other Party by a third party without restriction on disclosure; (iv) is independently developed by the other Party without use of or reference to the other Party's Confidential Information. The Parties agree to use all reasonable care to prevent disclosure of the other Party's Confidential Information to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that OnSched may disclose Customer's Confidential Information to its employees, consultants, Providers and other third-party providers solely to the extent necessary to provide the Hosted Service under this Agreement, provided that OnSched has a non-disclosure agreement in place with such third-party provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement. This Section 12 constitutes the entire understanding of the Parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information;

12.2   If Receiving Party is compelled by law or legal process to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if Disclosing Party wishes to contest the disclosure;

12.3   If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of this Section 12, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the Parties that any other available remedies may be inadequate;

12.4   Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information for five (5) years and, upon request, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information;

12.5. OnSched's obligations regarding Customer Data and identification and other information concerning Customer and Customer's Users shall be governed by the OnSched Online Privacy Policy available at www.OnSched.com/Support;

12-A. PRIVACY

(a)   Privacy Policy. OnSched has a privacy policy regarding the collection, use and disclosure of personal information in connection with the operation of OnSched and in the possession of OnSched, custody or control, or otherwise held or processed on its behalf and is and in the past five years has been in compliance in all material respects with such privacy policy. OnSched has posted a privacy policy in a clear and conspicuous location on all websites owned or operated by it.

(b)   Compliance with Privacy and Data Security Laws. OnSched has complied at all times with all applicable Laws regarding the collection, retention, use, processing, disclosure, transfer and protection of personal information, and all data breach notification requirements under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the *Personal Information Protection Act*, R.S.A. 2003, c. P-6.5, the *Personal Information Protection Act*, R.S.B.C. 2003, c. 63 and *an Act respecting the protection of personal information in the private sector*, CQLR, c. P-39.1.

(c)   Privacy and Data Security Contractual Obligations. OnSched is in compliance with the terms of all Contracts to which OnSched is a party relating to data privacy, security or breach notification (including provisions that impose conditions or restrictions on the collection, use, disclosure, transmission, transfer, destruction, disposal, maintenance, storage or safeguarding of personal information).

(d)   Privacy and Data Security Complaints and Investigations. No Person (including any Governmental Authority) has commenced any Action relating to OnSched's information privacy or data security practices, including with respect to the collection, control, use, transfer, storage, access, disclosure, destruction or disposal of personal information maintained by or on behalf of OnSched, or, to the knowledge of OnSched, threatened any such action, or made any complaint, investigation or inquiry relating to such practice.

(e)   Effect of the Transaction. The execution, delivery and performance of this Agreement and the consummation of the contemplated transactions, including any transfer of personal information resulting from such transactions, will not violate any applicable Law, or the privacy policy of OnSched as it currently exists.

(f)   Security Measures. OnSched has established and implemented policies, programs and procedures that are in compliance with applicable industry practices to protect the confidentiality, integrity and security of personal information in its possession, custody or control against unauthorized access, use, modification, disclosure or other misuse.

(g)   Data Security Breaches and Unauthorized Use. To the Knowledge of OnSched, OnSched has not experienced any loss, damage, or unauthorized access, disclosure, use or breach of security of any personal information in the possession, custody or control, or otherwise held or processed on its behalf.

13. **CUSTOMER'S RESPONSIBILITIES**. Customer will comply with all applicable local, provincial or state, national and foreign laws, treaties, regulations and conventions in connection with its use of the Hosted Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which OnSched controls and operates the Hosted Services. Customer will ensure that any use of the Hosted Services by Customer's Users is in accordance with the terms of this Agreement.

14. **GENERAL PROVISIONS**.

14.1   Either Party may include the other's name and logo in Customer or vendor lists;

14.2   Any action related to this Agreement will be governed exclusively by the laws of the Province of Ontario and the Federal laws of Canada, without regard for its conflicts of laws rules, and all disputes hereunder shall be subject to the exclusive jurisdiction of the Provincial or Superior courts located in the Province of Ontario, Canada. The Parties hereby irrevocably consent to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply;

14.3   This Agreement, together with any applicable Exhibits represent the Parties' entire understanding relating to the use of the Hosted Services and supersedes any prior or contemporaneous, conflicting or additional, communications, with the exception of the Order Form to be executed as evidence of Customer's subscription to Hosted Service. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of the Parties hereto. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or in any other order document (with the exception of the Order Form, which expressly incorporates the terms of this Agreement) shall be incorporated into this Agreement, and all such terms shall be void;

14.4   If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect;

14.5   No joint venture, partnership, employment, or agency relationship exists between OnSched and Customer as a result of this Agreement or use of the Hosted Services;

14.6   Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Notwithstanding the foregoing, (i) either Party may assign this Agreement in its entirety (including all Order Forms hereunder) to its successor in interest in connection with a merger, reorganization, or sale of all or substantially all assets or equity not involving a direct competitor of the other Party; and (ii) OnSched may assign its rights and obligations relating to implementation of the Hosted Service to an Affiliate or partner. Any attempted assignment in breach of this section shall be void. This Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns;

14.7   OnSched reserves the right to use third-party providers in the provision of the Hosted Services hereunder and OnSched will be responsible for the acts or omissions of such third parties;

14.8   Neither Party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such Party's employees), internet or other Hosted Service disruptions involving hardware, software or power systems not within such Party's possession or reasonable control, and denial of Hosted Service attacks;

14.9 OnSched may give notice by means of a Customer Notification on the Hosted Service; electronic mail to Customer's e-mail address on record in OnSched's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on the Hosted Service. Customer may give notice to OnSched at any time by letter sent by email to admin@OnSched.com or by letter delivered first class mail to OnSched at 121 Edgecliffe Pl., Burlington, ON L7L 3Z2. All notices shall be deemed to have been given five days after mailing (if sent by first class mail) or 24 hours after sending by confirmed facsimile.

14.10 The failure of either Party to enforce any right or provision in this Agreement shall not constitute a waiver of such fight or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any rights not expressly granted herein are reserved by OnSched.

14.11   OnSched reserves the right to alter the terms of this Agreement at any time. If the alterations constitute a "material change" to the Agreement, OnSched will notify Customer. What constitutes a "material change" will be determined at OnSched's sole discretion, in good faith and using common sense and reasonable judgment, but will only include those changes that materially affect Customer's use of the Hosted Services or rights under this Agreement. Notice will be considered to have been delivered once sent. Customer agrees to review the latest version of the Agreement on OnSched's website periodically to remain aware of any non-material modifications to the Agreement about which Customer is not alerted by OnSched. The Agreement available on the website will be dated so as to make clear what version is currently in force. Any use of the Hosted Services after alteration of the Agreement will constitute acceptance by Customer of such changes. Customer's sole remedy should Customer not agree with the altered Agreement shall be to cease Customer's use of the Hosted Services and to comply with Customer's termination obligations outlined in Section 11 of this Agreement.

Last updated on January 2022