

## **STANDARDFUSION** **TERMS OF SERVICE**

These terms of service (collectively, the “**Agreement**”) is a legal agreement between you (whether a single person, corporation, partnership, governmental organization, or other entity, hereinafter referred to as “**you**” or “**your**”) and Fireloft Inc. d.b.a. StandardFusion (“**StandardFusion**”) and set out the terms and conditions on which you may access and use the Services (as defined below).

**By accessing or using the Services, you agree to be bound by this Agreement including all terms incorporated by reference, and you represent that you have the authority to enter into this Agreement. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not use the Services.**

By using the Services and agreeing to this Agreement, you consent to StandardFusion’s use of cookies in accordance with StandardFusion’s privacy policy (the “**Privacy Policy**”).

Subject to the “Entire Agreement” clause below, the version of the Agreement that applies to you is the version that you agreed to when you subscribed to the Services or, if you have renewed your initial subscription, the version you agreed to when you renewed your subscription for services. StandardFusion reserves the right to update and change this agreement from time to time. You can always find the most recent version of this agreement online at [www.standardfusion.com](http://www.standardfusion.com) or such other location as StandardFusion may advise from time to time. This version may differ from the version that was included with the version you agreed to when you originally purchased or last renewed your subscription to the Services.

If there is any conflict or ambiguity between the English language version and any other language version of this Agreement, the English language version will prevail and it will be the authentic text for the purposes of interpretation.

### **1. Services.**

- (a) **Subscription.** In this Agreement, “**Services**” means any services provided to you by StandardFusion, including without limitation those certain services selected, listed, or otherwise indicated whereby you order such services from StandardFusion (such certain services, collectively, the “**Customer Order**”) . “**Services**” includes the Documentation (as defined below) for the Services and except where otherwise noted, the Services includes any Premium Features or Content (each as defined below), whether purchased separately or included with the Services.
- (b) **Premium Services and Features.** In connection with your use of the Services, you may purchase additional products or services as set forth in an Customer Order (collectively, “**Premium Features**”) to be used solely for your internal business purposes and solely in conjunction with your use of the Services. Premium Features may include purchased Content (as defined below). Premium Features are not intended to be used as stand-alone products and require a subscription to the Services. Premium Features are purchased for the subscription term set forth in your Customer Order. Unless StandardFusion advises you otherwise, Premium Features are governed by this Agreement.
- (c) **Content and Third Party Content.** StandardFusion may make certain tools, templates, frameworks, guidelines, standards, regulations, or other content available to you for your use with the Services (the “**Content**”). Content may be included in your subscription to the Services at no additional cost or it may be purchased separately for additional fees as set forth in an Customer Order. Content may be licensed by StandardFusion from third parties for your use (the “**Third Party Content**”) and may be subject to additional terms and conditions. You acknowledge and agree that: (a) access to Third Party Content may be restricted or revoked by the third party licensor at any time in such third party’s sole discretion; (b) StandardFusion is not responsible for and has no control over any Third Party Content, other than making it available to you in connection with the Services, and StandardFusion does not sponsor or endorse any Third Party Content; and (c) StandardFusion makes no representations or warranties, and has no liability to you or to any of your third parties, with respect to the accuracy, relevance, or results of use of any Third Party Content. Use of Third Party Content is subject to the terms and conditions governing such Third Party Content. Failure to adhere to such terms and conditions is a breach of this Agreement and may result in suspension or termination of your subscription for Services.
- (d) **No Legal, Accounting, or Professional Advice.** The Services, Premium Features, and Content are for educational and informational purposes only and does not constitute legal, accounting, or other professional advice.

- 2. **Provision of the Services.** Once you have subscribed to the Services, StandardFusion will make the Services available to you for the Users (as defined below), subscription type(s), number and term you have purchased as set out in the Customer Order. For a description of subscription types available to you under the Services, please visit [www.standardfusion.com](http://www.standardfusion.com) or such URL as may be utilized by StandardFusion for this purpose. StandardFusion will ensure that the Services are available in accordance with the service levels set out in the StandardFusion Services Level Agreement attached as Schedule A to this Agreement, provided that such service levels are applicable as described in the respective Customer Order. However, StandardFusion is not responsible for any unavailability of the Services caused by circumstances beyond StandardFusion’s reasonable control, including, but not limited to, external forces affecting the reliability of the Internet, computer systems, or other devices or mediums through which you access the Services.

3. **Users.** You are responsible for providing accurate, current, and complete information when activating your subscription for Services, and for maintaining the confidentiality of your logon ID and password. If you become aware of any unauthorized use of your subscription or account information, you will notify StandardFusion immediately. The Services may be accessed and used by up to the maximum number of specific, individual users, from within your or your Affiliates' organizations for which you have paid fees ("Users"). Each User will be assigned a unique identifier for access to the Services. A User's ID and password may not be shared with any other individual; however, subject to the restriction on sharing or pooling a User's access between multiple individuals set out below, you may permanently replace a User with another individual provided that the total number of Users does not exceed the number of Users for which you have paid the applicable fees. If you exceed or wish to increase the number of Users using the Services, additional fees will apply. Sharing or pooling a User's access between multiple individuals to allow for temporary use by multiple users in a department or organization is not permitted. Access rights to the Services vary by subscription type as described in the Customer Order. You will have the rights and privileges associated with the subscription type(s) you have purchased. For the purposes of this Agreement, "**Affiliates**" means an entity which controls, is controlled by, or is under common control with you where "control" means at least a 50% ownership interest in such entity or the ability to control the management of such entity.
4. **Term and Renewal.** Your subscription to the Services is for the term set out in the Customer Order. If no subscription term is set out in the Customer Order, then the subscription term is 1 month from the date of the Customer Order. Unless: (a) you provide StandardFusion with notice of non-renewal at least 30 days before the end of the then-current subscription term, or (b) StandardFusion provides you with notice of non-renewal at least 30 days before the end of the then-current subscription term, your subscription will renew at the end of each subscription term for a further 1 year term. The Services and the Resources contain a disabling mechanism that permits StandardFusion to prevent you from accessing the Services and the Resources on the expiration or termination of your subscription.
5. **User Data.** For purposes of this Agreement, "**User Data**" means any data, information, or other material (proprietary, copyrighted, or otherwise) which is uploaded, entered, created, or otherwise provided by you (including by your employees, officers, directors, agents, representatives, or other affiliates) in the course of using the Services, including, but not limited to, any third party data obtained by you. You may not upload or process User Data in or with the Services unless you have lawfully obtained such User Data and you fully comply with all applicable laws with respect to such User Data. You represent and warrant that you are in compliance with and will comply with all applicable intellectual property, privacy and data protection laws and regulations with respect to any User Data uploaded or submitted to the Services and with respect to your use of the Services.
6. **Protection, Ownership, and Use of User Data.** StandardFusion has implemented and will maintain commercially reasonable technical and organizational safeguards (including, without limitation, with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of User Data and any other organizational and technical measures necessary to protect against unauthorized access, use or disclosure of User Data) to prevent the unauthorized access, use or disclosure of User Data stored in the Services. You must also take reasonable security precautions in connection with your use of the Services and your collection, use, and submission of User Data to the Services. You will protect the confidentiality of all usernames, passwords, and other information you use to access the Services and will change your passwords periodically. You retain ownership and control of all User Data. StandardFusion will not: (a) disclose User Data, except as expressly permitted in this Agreement or by you in writing; or (b) access User Data, except at your request in connection with customer support matters. As StandardFusion has no control over User Data, StandardFusion is not responsible or liable for the deletion, damage, loss of, or failure to store any User Data, except to the extent caused by StandardFusion's breach of its obligations under this Agreement.
7. **Security Incident and Security Audit.** StandardFusion will notify you without undue delay if StandardFusion determines that the security of the Service's systems has been breached and this results in User Data being accessed by or disclosed to an individual or entity who is not authorized to access or receive such information. StandardFusion will report to you on the corrective action being taken in response to such security breach and will reasonably cooperate with you in mitigating the effects of any lost or compromised User Data.
8. **Use by Third Parties.** StandardFusion acknowledges and agrees that the Services may, subject to the terms of this Agreement, be used by your third-party service providers, independent contractors, consultants, and outsourcers, provided that such third parties agree to comply with the terms of this Agreement and such third parties use the Services only for your benefit and business purposes. If requested by StandardFusion, you will provide a list of any third parties that are using the Services pursuant to this section to assist StandardFusion in managing your subscription to the Services. You will remain responsible and liable for the proper use of the Services in accordance with this Agreement by such third parties.
9. **Documentation and Electronic Delivery.** All documentation shall be delivered by electronic means. The Services shall be deemed delivered when it is made available for access by you through StandardFusion's technical systems. You agree that your subscription to the Services is neither contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by StandardFusion or its employees, agents, or representatives regarding future functionality or features. "**Documentation**" means any supporting product help and technical specifications documentation provided to you by StandardFusion with the Services, including, without limitation, manuals and installation guides. You may access Documentation electronically through the Services. You are permitted to print and make a reasonable number of copies of the Documentation for your internal use

in accordance with this Agreement, provided that you reproduce all copyright and other proprietary notices that are on the original copy of Documentation.

10. **Fees.** You will pay the applicable fees for the subscription and term you have purchased and any applicable taxes, customs, duties, or other governmental fees relating to your subscription to the Services, any Premium Features, and any purchased Content. StandardFusion will not charge tax from which you are exempt if you are a tax exempt institution or entity and you provide the applicable tax exemption certificate(s) or such other information as requested by StandardFusion. All fees are due on or before the due date set forth in the Customer Order or invoice or as otherwise communicated to you by StandardFusion, and, except as otherwise specified herein, are non-cancelable and non-refundable. If any fees are owing more than thirty (30) days past the due date in an StandardFusion invoice, StandardFusion may, without limiting its other rights and remedies, suspend all access, use, and Technical Support for the Services until such amounts are paid in full.
11. **Beta Testing, Evaluation, and Demonstration Use.** If you have received access to the Services for trial or evaluation purposes or have been provided access to the Services for demonstration or beta testing purposes, you are permitted to use the Services for beta testing, trial, evaluation, or demonstration (i.e., non-production) purposes only for the limited time period as specified in StandardFusion's beta testing, trial, evaluation, or demonstration correspondence to you. If no time period is specified, your usage is limited to a 14 day period for such purposes. The Services contains an automatic disabling mechanism that prevents its use beyond the permitted beta testing, trial, evaluation or demonstration period. Access to and use of the Services for beta testing, trial, evaluation or demonstration purposes is entirely at your own risk. If the Services are provided for beta-testing, trial, evaluation, or demonstration purposes, the Services are provided "as is", free of charge and the limited warranty and technical support sections of this Agreement will not apply. If you have a paid subscription for the Services, then this section does not apply to you.
12. **Ownership of Services.** Subject to Section 5 (User Data) of this Agreement, all title, ownership rights, and intellectual property rights in and to the Services and any services or deliverables delivered pursuant to the Services belong to StandardFusion and its licensors, who are third party beneficiaries of this Agreement as it pertains to their proprietary rights. The Services are protected by copyright laws and international copyright treaties and StandardFusion may incorporate certain measures in the Services to prevent their unauthorized use. You are responsible for any copyright infringement that you cause. In the event that you make suggestions regarding any features, functionality, or performance that StandardFusion adopts for any of its products including the Services (expressly excluding your Confidential Information), such features, functionality, and performance shall be deemed to be automatically assigned under this Agreement to StandardFusion, and shall become the sole and exclusive property of StandardFusion.
13. **Intellectual Property and Restrictions.** StandardFusion reserves all right, title, and interest in and to the Services, including all related intellectual property rights not expressly granted to you in this Agreement. Without limiting the generality of the foregoing, you acknowledge that the Services contains trade secrets and subject to applicable laws, you agree that you will not:
  - (a) copy the Services, the Premium Features, or any Content or reprint or reproduce all or any portion thereof, except as permitted under this Agreement and for your own internal business purposes;
  - (b) modify, adapt, or translate the Services, the Premium Features, or any Content, except as permitted under this Agreement;
  - (c) de-compile, reverse engineer, or disassemble the Services or otherwise attempt to reduce the Services from object code to source code or reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the Services by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions);
  - (d) use the Services, the Premium Features, or any Content to develop any works which are functionally compatible or competitive to the Services, the Premium Features, or such Content or create any works which are derived from the Services (using the Services or the Premium Features to produce reports or other tasks permitted by the Services or the Premium Features, as applicable, are not deemed to be works derived from the Services or the Premium Features);
  - (e) lease, rent, loan, sell, sub-license, or distribute the Services, the Premium Features, or any Content outside your organization or to a third party (including, using the Services, the Premium Features, or Content on a time-sharing basis, for service bureau purposes, or for the provision of a fee generating service directly or indirectly to third parties);
  - (f) utilize any equipment, device, software, or other means designed to circumvent or remove any security mechanisms or form of copy or usage protection used by StandardFusion or its third party licensors in connection with the Services, the Premium Features, or the Content;
  - (g) perform or attempt to perform any penetration testing, vulnerability testing, or similar scans, tests, diagnostics or similar analyses on StandardFusion's software and Services, including without limitation any Premium Features or Content, in any case without prior written consent of the Company;
  - (h) combine the Services, the Premium Features, or Content with any other software (including open source software);

- (i) publicly disseminate or disclose performance information or analysis on the Services;
- (j) use the Services, the Premium Features, or any Content in any manner that violates any applicable law or regulation;
- (k) use any robot, spider, scraper, deep link, or other automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, copy, or monitor any portion of the Services, the Premium Features, or any Content;
- (l) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Services web site other than the search engines and search agents available through the Services and other than generally available third-party web browsers; or
- (m) attempt to post or transmit any file which contains viruses, worms, Trojan horses, or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services, the Premium Features, or the Content.

- 14. Verification.** You acknowledge and agree that StandardFusion may, upon reasonable notice to you and no more than once per year, request records to verify that your use of the Services complies with the terms of this Agreement. If StandardFusion reasonably believes that such report is not correctly disclosing information of your Services usage, StandardFusion will conduct an audit at your business premises to verify that your use of the Services complies with this Agreement. Such audit will be carried out during business hours and in accordance with your reasonable site security requirements. If the audit shows that you are in violation of this Agreement, you will reimburse StandardFusion for its reasonable expenses related to the audit and will pay any appropriate additional fees.
- 15. Confidentiality.** Each party may have access to information that is confidential to the other party, including, but not limited to, the Services itself, User Data, the terms and pricing of your subscription type(s), the security report referenced in Section 7 (Security Incident and Security Audit) of this Agreement, all inventions, know-how, business, technical and financial information a party obtains and all information clearly identified as confidential, and information which, given its nature or the circumstances surrounding its disclosure, should reasonably be considered to be confidential (“**Confidential Information**”). Confidential Information will not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) 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; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party without the use or benefit of the other party’s Confidential Information. The parties each agree to hold each other’s Confidential Information in confidence. Neither party will disclose the other party’s Confidential Information to any third party or use the other party’s Confidential Information for any purpose other than for the purposes of this Agreement, except as may be required by law or valid government or court order. If the receiving party is requested or required by applicable law or legal process to disclose any of the disclosing party’s Confidential Information, the receiving party will provide the disclosing party with 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. Any such disclosure will be limited to the extent required, and will be subject to confidentiality protections to the extent reasonably practicable. Disclosures of Confidential Information that are required by applicable law or legal process will not be breaches of this Agreement. Each party further agrees to adopt reasonable security measures (such as, sending information in a secure encrypted manner or masking the data) when sending the Confidential Information.
- 16. Privacy Policy.** StandardFusion’s Privacy Policy identifies how StandardFusion collects, uses, and discloses, on a limited basis, information concerning you and Users, other than User Data. StandardFusion’s Privacy Policy also sets forth the safeguards StandardFusion has implemented to keep such information secure.
- 17. Termination for Convenience.** You may terminate this Agreement and your subscription to the Services at any time for convenience by providing written notice to StandardFusion, except during the 30 day period before the end of the then-current subscription term; however, you will remain liable for any unpaid subscription fees for the remaining unexpired subscription term, there are no refunds of fees paid in advance.
- 18. Termination for Cause.** Either party may immediately terminate this Agreement and your subscription to the Services if the other party: (a) is in material breach of any provision of this Agreement (such as, failure to pay the required subscription fees) or any agreements or terms incorporated by reference herein; and (b) fails to either cure the breach or make substantial progress to the terminating party’s reasonable satisfaction to cure the breach within thirty (30) days receiving written notice from the terminating party. In addition, StandardFusion may terminate this Agreement immediately if you breach Section 12 (Ownership of Service) or Section 13 (Intellectual Property and Restrictions) of this Agreement. If StandardFusion is terminating the Agreement for cause, you remain liable for all unpaid fees that are payable for the entire subscription period. If you are terminating the Agreement for cause, StandardFusion will refund any prepaid fees calculated from the effective date of termination to the end of the subscription period, except that any refunds under Section 20 (Limited Warranty) are handled exclusively under that Section.
- 19. Effect of Expiration or Termination.** If your subscription term expires as provided in Section 4 (Term and Renewal), or this Agreement is terminated (other than for cause by you) pursuant to Section 17 or 18, StandardFusion will terminate your access to and use of the Services. Upon the expiration or termination of your subscription, you are responsible for removing all User Data from the Services. StandardFusion will retain your User Data in the Services for a period of 30 days after expiration or termination to facilitate

such removal. The termination of this Agreement will not constitute a waiver of any fees, amounts, or charges due to either party, nor will termination in any way reduce or compromise any other rights of either party pursuant to this Agreement. All terms that by their nature should survive termination of this Agreement will survive.

- 20. Limited Warranty.** StandardFusion warrants that the Services (including Premium Features and Content) will perform during the subscription term substantially in compliance with the functional specifications set out in the Documentation for the Services, provided

that you administer, access and use the Services in accordance with such Documentation. StandardFusion does not warrant that use of the Services will be uninterrupted or error-free. If the Services fails to operate as warranted in this Section, and you notify StandardFusion in writing of the nature of the non-compliance, StandardFusion will make commercially reasonable efforts to promptly remedy such non-compliance without charge. If, after a reasonable opportunity, StandardFusion does not remedy the non-compliance, you may terminate your subscription to the Services and receive a refund of any prepaid, unused subscription fees for the remaining subscription term prorated from the date of your notice to the end of your then current subscription term. The foregoing remedy set forth in this Section 20 provides your sole and exclusive remedy for breach of warranty.

- 21. Customer Indemnity.** You agree to defend any claim made against StandardFusion (including its employees, directors, agents, and representatives) arising from or related to: (a) any breach of your obligations under this Agreement; (b) User Data uploaded or stored in the Services; or (c) a breach of your obligations with respect to the use of any Premium Features (including Content). In each case, you will indemnify StandardFusion from actual damages and costs (including reasonable legal fees) finally awarded against StandardFusion in respect of such claim by a court of competent jurisdiction, or settlement amount agreed to be paid in settlement of such claim, provided that: (a) StandardFusion gives you prompt notice of the claim; (b) you have sole control of the defence and all negotiations for its settlement or compromise (provided this does not require an admission of guilt or liability by you); and (c) StandardFusion provides you with reasonable assistance, at your expense. You will have no obligation to StandardFusion to the extent the claim solely arises from the Services.

- 22. Disclaimer.** Except for the express warranties stated in Section 20 (Limited Warranty), the Services (including the Premium Features, Content and structure of the Services) is provided “as-is” and is not warranted to be error-free, and you accept the entire risk as to the quality, performance, reliability, accuracy, and results of use of the Services. Except as otherwise restricted by law or as provided in Section 20, StandardFusion and its licensors disclaim all other representations, warranties, or conditions, express or implied, by statute or otherwise, regarding each of the Services, Premium Features, and any Content, including, but not limited to, its fitness for a particular purpose, merchantability, durability, non-infringement, or satisfactory or merchantable quality. The Premium Features and content should not be deemed either to set forth all appropriate procedures, tests, or controls or to suggest that other procedures, tests, or controls that are not included may not be appropriate. StandardFusion does not claim that use of the Premium Features or Content will assure a successful outcome. You and your Users are responsible for applying professional judgement to the specific circumstances presented to determine the appropriate procedures, tests, or controls. Use of the Premium Features, Content, and structure and any related materials are at your own risk and by so using you release StandardFusion and its licensors with respect to the Premium Features, Content, and structure and from any and all liability that may arise in connection with such use. No oral or written information or advice given by StandardFusion, its licensors, or their respective employees, officers, directors, contractors, distributors, or agents, will increase the scope of the express warranties stated in Section 20 (Limited Warranty), or create any new representations, warranties, or conditions. StandardFusion will not be liable for damages arising from third party software or third party content that operates separately but in conjunction with the Services, as third party software and third party content is licensed to you under separate agreements even if offered by StandardFusion. Some jurisdictions do not allow the exclusion of implied warranties, so the foregoing exclusions may not apply to you. In that event, any implied warranties are limited in duration to a ninety (90) day period commencing from the date you activate your subscription to the Services.

- 23. Mutual Limitation of Liability.**

- (a) The parties, and their licensors and affiliates (including their respective employees, officers, directors, contractors, distributors, and agents) will not be liable to each other for any indirect, special, incidental, consequential, exemplary, or punitive damages, including, but not limited to, lost profits or revenues, business interruption, loss of business information or corruption or loss of data or costs of substitute goods or services, arising out of or in connection with your use of or inability to use the Services, Premium Features, Content, the provision of Technical Support (as defined below) by StandardFusion or any transaction contemplated by this Agreement, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if advised of the possibility of such damages. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so portions of this limitation and exclusion may not apply to you; and
- (b) The parties, and their licensors and affiliates (including their respective employees, officers, directors, contractors, distributors, and agents) will not be liable to each other for any damages of any kind including, but not limited to all direct damages, with an aggregate value greater than the subscription fees actually paid by you for the service in the twelve (12) months preceding the event first giving rise to the claim.
- (c) The limitation of liability in Section 23(a) will not apply: (a) to a party’s indemnification obligations under this Agreement; (b) if you breach Section 12 (Ownership of Service) or Section 13 (Intellectual Property and Restrictions); (c) to any fees owed on termination; or (d) to any gross negligence or willful misconduct of a party.

24. **Notices.** Any notice that either party is required or permitted to give to the other party under this Agreement will be in writing, and be delivered to StandardFusion at its address set out on its website [www.standardfusion.com](http://www.standardfusion.com), or at such other place as StandardFusion may direct from time to time, and to you at the address provided on the applicable Customer Order when you subscribed to, or renewed your subscription to, the Services. Either party may, from time to time, change their address for notice by providing written notice of the change of address to the other party, which notice may be sent by regular mail or email (provided that no automated or other response is received indicating non-delivery or the absence of the recipient). The delivery of notice for any other purpose will be by personal delivery, courier, registered mail, or confirmed email (except that e-mail notice will not apply for notices required under the “Termination for Cause” or “Dispute Resolution” provisions of this Agreement). Delivery will be deemed effective upon receipt, if delivered personally or by courier, on 5 business days from sending, if delivered by registered mail, or upon confirmed receipt, if delivered by e-mail (provided that no automated or other response is received indicating non-delivery or the absence of the recipient).
25. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
26. **Dispute Resolution.** This section will apply to resolve all disputes arising out of or relating to this Agreement and your use of the Services. First, the parties will attempt in good faith to resolve each controversy or claim within sixty (60) days by negotiations between senior executives of the parties who have settlement authority and who do not have direct responsibility for the administration of the matter. The disputing party will give the other party written notice of the controversy or claim in accordance with the notice provision of this Agreement. The other party will submit a response within twenty (20) days after receiving said notice. The notice and response will include a summary of the party’s position, a summary of the evidence and arguments supporting its position and the name of the executive who will represent the party. The executives will meet at a mutually acceptable time and place within thirty (30) days of the disputing party’s notice and thereafter as often as they deem reasonably necessary to resolve the controversy or claim. If the controversy or claim has not been resolved within sixty (60) days of the disputing party’s notice, the controversy or claim will be resolved through binding arbitration. Subject to and without restriction of the rights of a party to injunctive relief or other interim measures of relief, the parties agree to resolve disputes by binding arbitration before a single arbitrator who has substantial experience in resolving commercial technology contract disputes. The arbitration will be held in Vancouver, B.C., Canada and the arbitration will be conducted in accordance with the International Commercial Arbitration Rules of Procedures of the British Columbia International Commercial Arbitration Centre. The language of the arbitration will be English.
27. **Waiver and Severability.** No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. If any section of this Agreement is unenforceable, that section will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other sections of this Agreement will remain in full force.
28. **Entire Agreement.** This Agreement, the Customer Order, and all other agreements and terms incorporated by reference herein or in which this Agreement is incorporated by reference comprise the complete and exclusive statement of the agreement between the parties with respect to your subscription to the Services and supersede any prior discussions or agreements, oral or written, between the parties with respect to the Services. The terms of any customer purchase order or other customer ordering document will not be binding on StandardFusion and will not be construed to modify this Agreement. If you have entered into a written agreement or addendum with respect to the Services which is signed by both you and StandardFusion, such written agreement or addendum will take precedence over this Agreement to the extent expressly stated in such written agreement or addendum.
29. **Assignment and Enurement.** Either party may, upon giving prior written notice to the other party, assign its rights under this Agreement to a: (a) subsidiary or affiliate company; or (b) corporate successor by merger, purchase of assets and assumption of liabilities, acquisition, reorganization, or otherwise; provided that such subsidiary, affiliate, or corporate successor agrees to be bound by this Agreement. In addition to the foregoing, you may only assign this Agreement if the assignee is not a competitor of StandardFusion, you cease use of the Services, and the usage of the Services does not exceed the number of Users for which you have purchased subscriptions. Neither party will be considered in breach of the confidentiality provisions of this Agreement by reason of such assignment. This Agreement will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs, and permitted assigns.
30. **Technical Support.** Technical support services for the Services (“**Technical Support**”) may be included in the subscription at no additional charge, if indicated on the Customer Order. In such instances, Technical Support will be provided to your employees or contractors who are authorized to use the Services. If you have purchased your subscription to the Services from an StandardFusion authorized distributor or reseller, some of the Technical Support services may be provided by the distributor or reseller on terms agreed upon between you and the distributor or reseller. Technical Support does not include the development or support of any customized applications for the Services by StandardFusion. The provision of Technical Support and this Agreement do not impose any obligation on StandardFusion to release new or updated versions of the Services. Technical Support will not be provided if you are using the Services in a manner which breaches this Agreement. Technical Support is only available during the term of your paid subscription as set out in Section 4 (Term and Renewal).

- 31. Promotions.** You agree that StandardFusion may include your name, logo, and other identifying marks in StandardFusion's published customer list and other promotional materials, which may be provided to other potential customers of StandardFusion and/or its affiliates or distributors.
- 32. Monitoring Usage.** You acknowledge and agree that StandardFusion may, from time to time, review and monitor use of the Services, including analysis of individual user behaviour, in order to test and evaluate the performance of the Services and to protect the operation and integrity of StandardFusion's systems. StandardFusion may collect technical data and related account activity information, including, but not limited to, technical information about your use of the Services (for example: session length, device type, operating system), and use this information (other than User Data) for purposes of research, development, and service improvement. Such information does not include User Data and is data used by StandardFusion internally. The foregoing shall not  
  
in any way limit StandardFusion's obligations under Sections 6 (Protection, Ownership, and Use of User Data) or 15 (Confidentiality) of this Agreement.
- 33. Compliance with Laws.** Each party will comply with applicable privacy and data protection laws and its own data security policies in connection with the Services.

## SCHEDULE A

### STANDARD FUSION SERVICES LEVEL AGREEMENT

This Services Level Agreement (“SLA”) applies to certain customers who have purchased the StandardFusion Services, as indicated in the respective customer’s Customer Order. Capitalized terms used but not defined herein have the meanings given to them in the StandardFusion Terms of Service (the “Agreement”) that reference this SLA.

1. **Services Level.** StandardFusion will use commercially reasonable efforts to make the Services operational and available to you at least 99.9% of the time in any calendar month, excluding periods of Scheduled Maintenance (the “Performance Commitment”). If StandardFusion does not meet the Performance Commitment, and if you meet your obligations under the Agreement and this SLA, you will be eligible to receive the Service Credits described below. This Performance Commitment states your sole and exclusive remedy for any failure by StandardFusion in providing the Services. Notwithstanding the foregoing, if StandardFusion fails to meet its Performance Commitment for three consecutive months during your subscription term, you may terminate your subscription and the Agreement for material breach.

2. **Definitions.**

- (a) **“Downtime”** means a period of at least 10 consecutive minutes during which the Services is unavailable and cannot be accessed or used. Intermittent interruption, downtime for a period of less than 10 minutes or unavailability of the Services caused by circumstances beyond StandardFusion’s reasonable control, including, but not limited to, external forces affecting the reliability of the internet, computer systems or other devices or mediums through which you access the Services will not be counted as Downtime.
- (b) **“Monthly Uptime Percentage”** means the Scheduled Services Uptime (defined below) minus the total number of minutes of Downtime in a calendar month, divided by the Scheduled Services Uptime.

Example: In a 30-day month, if there were 200 minutes of Scheduled Maintenance and 100 minutes of Downtime, the Monthly Uptime Percentage for that calendar month would be:

$$\frac{(43,200 - 200 - 100)}{(43,200 - 200)} = 99.77\%$$

- (c) **“Scheduled Maintenance”** means occasional maintenance to add resources, upgrade software, install security patches, or similar operations, each with respect to the Services. Scheduled Maintenance typically occurs during the period of lowest anticipated system usage. System notification will be provided in advance of Scheduled Maintenance. During Scheduled Maintenance, certain components of the Services may be offline, or may be operating in less redundant modes, or may be operating at reduced capacity levels, while maintenance is performed.
- (d) **“Scheduled Services Uptime”** means the total number of minutes in a calendar month (e.g., 43,200 minutes in a 30-day month) less the number of minutes of Scheduled Maintenance in such month.

3. **Service Credits.** If the Monthly Uptime Percentage for any calendar month is less than 99.9% and you are impacted by any Downtime (for example, if the Downtime occurs during 1:00 a.m. to 2:00 a.m. Pacific Standard Time and you are not accessing the Services during this time, you are not impacted by any Downtime), StandardFusion will extend your Services subscription term, at no charge, by the applicable number of days noted in the table below. By way of illustration, in the Example provided above, the customer would be entitled to three (3) days additional Services at no charge.

Monthly Uptime Percentage	#Days Service Subscription is Extended
99.9% to 99.0%	3
98.9% to 95.0%	5
< 95.0%	7

4. **Customer Must Request Services Credit.** In order to receive a Services Credit as described above, you must notify StandardFusion within 30 days from the last day of the calendar month for which you wish to receive a Services Credit. No Services Credits will be issued after this 30 day period.

5. **Maximum Services Credits.** The aggregate maximum number of Services Credits to be issued by StandardFusion to you for any and all Downtime in a single calendar month will not exceed 10 days of Services added to the end of your subscription term for the Services. Services Credits may not be exchanged for, or converted to, monetary amounts.
  
6. **Services Credit Exclusions.** The Performance Commitment does not apply to (and no Services Credits are available to you as a result of) any unavailability, suspension, or termination of a Services (a) caused by factors outside StandardFusion's reasonable control, including any force majeure event; (b) that results from your actions or inactions or those of any employee, contractor, agent, or third party acting on your behalf; (c) that results from your systems or software or from any non-StandardFusion equipment, software, or technology (other than third party equipment within StandardFusion's direct control); (d) Scheduled Maintenance; or (e) that results from a suspension or termination of your right to use the Services in accordance with the Agreement.