

**ShareArchiver INC**  
**SaaS Services Terms**

These Terms, together with the applicable Order Form (as defined below), represents the entire agreement between SA and Customer.

**BACKGROUND**

**A** Customer proposes to obtain SaaS Services from SA, on the terms and conditions herein contained.

**B** SA agrees to provide SaaS Services to Customer, on the terms and conditions herein contained.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. Definitions and Interpretations**

1.1. In the Agreement, unless the context otherwise requires, the terms listed below shall have the following meanings:

**Agreement:** means these Terms and includes any amendments to these Terms from time to time, together with the applicable Order Form;

**Claim:** means a claim, action, proceeding, notice, litigation, investigation, judgment, liability or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or deferred whether based in contract, tort or statute and whether involving a third party or party to the Agreement;

**Customer:** means an individual or entity to whom SA provides the Services on the terms and conditions of the Agreement. The expression 'Customer' shall include its legal representatives, permitted assigns and successors in interest;

**Customer Data:** means all data and materials provided by Customer to SA for use in connection with the SaaS Services, including, without limitation, customer applications, data files, and graphics;

**Documentation:** means the user guides, online help, release notes, training materials and other documentation provided or made available by SA to Customer regarding the use or operation of the SaaS Services;

**Host:** means the computer equipment on which the Software is installed, which is owned, managed and operated by Customer;

**Intellectual Property Rights:** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights,

database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**Loss:** means a damage, loss, cost, expense or liability incurred by the person concerned (including legal costs on a full indemnity basis) however it arises and whether it is present or future, fixed or unascertained, actual or contingent;

**Order Form:** means the form used by Customer for purchasing SaaS Services, Other Services and/or support services from SA;

**Other Services:** means all technical and non-technical services performed or delivered by SA in connection with SaaS Services, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services and the support services. Other Services will be provided on a time and material basis at such times or during such periods, as may be mutually agreed to by the parties and as set out in the Order Form. All Other Services will be provided on a non-work for hire basis in accordance with the terms of this Agreement;

**SA:** means ShareArchiver INC a company incorporated in Ontario Canada, registration number 002360307, whose registered office is at Matheson BLVD East, Suite 700, Mississauga, Ontario Canada L4W 5K4. The expression 'SA' shall include its permitted assigns and successors in interest;

**SaaS Services:** means the services set out in the applicable Order Form which are provided on the terms of this Agreement;

**Services:** means SaaS Services, Other Services and/or support services;

**Terms:** means these terms and conditions;

**User:** means each person that is permitted by Customer to use the SaaS Services;

**Working Day:** means a day on which banks are open for business in Ontario other than a Saturday, Sunday or a public holiday; and

**Working Hours:** means an hour between 8 am to 6 pm on a Working Day.

1.2. Headings are for convenience only and shall be ignored in interpreting the terms and conditions for provision of the Services; and

1.3. References to clauses and schedules are to the clauses and schedules to these Terms.

## 2. Software as a Service

2.1. SA shall provide the SaaS Services as described in the Order Form from the Commencement Date specified in the Order Form. The SaaS Services shall substantially conform to the specifications set out in the Agreement. During the Term, mentioned in the Order Form, and any renewal thereof Customer will receive a limited, revocable, non-exclusive, non-sub-licensable, non-transferable license to access and use the SaaS Services solely for Customer's internal business operations subject to the terms of the Agreement and in accordance with the metrics documented in the Order Form. Upon expiry of the Term, the Agreement shall be renewed automatically for succeeding terms of one (1) year each unless SA or Customer gives written notice to the other at least sixty (60) days prior to the expiration of any term of SA's or Customer's intention not to renew the Agreement.

2.2. Customer acknowledges that SA will provide a single copy of the Software specified in the Order Form to Customer as part of the SaaS Services.

2.3. Customer does not acquire any license to use the SaaS Services in excess of the scope and/or duration of the SaaS Services described under the Agreement. Upon the end of the SaaS Services hereunder, Customer's right to access or use the SaaS Services shall terminate automatically, without the requirement of a further notice.

2.4. In the event Customer does not renew the SaaS Services within 3 months from their expiry or termination, SA shall be entitled to delete/erase the entire Customer Data residing in the Software and the SaaS Services without further notice and liability to Customer. Customer agrees that SA shall not be able to recover any Customer Data, once it is deleted/erased. Customer also agrees that till such time as the SaaS Services are renewed, Customer shall only have limited access to Customer Data residing in the SaaS solution provided as part of the SaaS Services.

## 3. Restrictions

Customer shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or the Software, (ii) make the SaaS Services available to any person other than authorized Users, (iii) modify or create derivative works based upon the SaaS Services or Documentation, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software, the

SaaS Services or in the Documentation, (v) access the SaaS Services or use the Documentation in order to build a similar product or competitive product, (vi) disclose results of the SaaS Services or any program benchmark tests without SA's prior written consent, which may be withheld in SA's sole discretion, or (vii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software or any computer programs used to provide the SaaS Services. Subject to the limited licenses granted herein, SA shall own all right, title and interest in and to the Software, SaaS Services, Documentation, and other deliverables provided under the Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and Intellectual Property Rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to SA.

## 4. Customer's Undertakings

4.1. Customer shall provide reasonable information and assistance to SA to enable SA to deliver the SaaS Services. Following a request from SA, Customer shall promptly deliver Customer Data to SA in an electronic file format specified and accessible by SA. Customer acknowledges that SA's ability to deliver the SaaS Services in the manner provided in the Agreement may depend upon the accuracy and timeliness of such information and assistance.

4.2. Customer shall comply with all applicable laws in connection with the use of the SaaS Services, including the laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that SA does not exercise any control over the content of the information transmitted by Customer or the Users through the SaaS Services. Customer shall not and ensure Users do not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other Intellectual Property Right without first obtaining the permission of the owner of such rights.

4.3. Customer shall be solely responsible for: (i) User's compliance with the Agreement, and (ii) their acts and omissions. SA shall not be liable for any loss of Customer Data or functionality caused directly or indirectly by the Users.

4.4. Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the SaaS Services. Customer must: (i) notify SA immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to SA immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any User, and (iii) not provide false

identity information to gain access to or use the SaaS Services.

4.5. Customer is solely responsible for collecting, inputting and updating all Customer Data stored on the Host, and for ensuring that Customer Data does not: (i) include anything that actually or potentially infringes or misappropriates the Intellectual Property Rights of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious.

4.6. Customer acknowledges that SA does not provide any support or services to Users unless SA has a separate agreement with Customer or a User obligating SA to provide such support or services. Should a User experience an issue with the SaaS Services, it must contact Customer's support team in connection with the issue, who would reach out to SA, as needed.

4.7. Subject to the terms and conditions of the Agreement, Customer shall grant to SA a limited, non-exclusive, royalty-free and non-transferable license, to copy, store, configure, perform, display and transmit Customer Data solely as necessary to provide the SaaS Services to Customer.

4.8. Third party technology that may be appropriate or necessary for provision of SaaS Services is specified in the Documentation. Customer's right to use such third party technology is governed by the terms of the third party technology license agreement and not under the Agreement.

4.9. If Customer or any User provides any suggestions to SA, SA shall have a right to use the suggestions without restriction. SA shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services such suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the SaaS Services.

4.10. SA acknowledges and agrees that, during the Term, mentioned in the Order Form, and any renewal thereof and thereafter SA shall have the limited right to use Customer's name, trade name and/or logo on SA's website and profiles portraying Customer as SA's client and, if required, describing the SaaS Services provided by SA for Customer and displaying any feedback that may have been given by Customer in respect thereof. In the event that Customer does not want Customer's name, trade name or logo to be used as above, Customer may opt out by sending an email to [marketing@sharearchiver.com](mailto:marketing@sharearchiver.com) and SA shall thereafter remove all references to Customer on its website.

4.11. Customer is solely responsible for migrating Customer Data from Customer's current

server into the SaaS solution provided as part of SaaS Services.

## 5. Fee

5.1. In consideration for the provision of SaaS Services, Customer will pay SA the Fee specified in the Order Form.

5.2. SA will invoice Customer at the intervals specified in the Order Form. The invoice will be addressed to Customer's address as mentioned in the Order Form. All amounts payable by Customer under the Agreement will be paid to SA without setoff or counterclaim, and without any deduction or withholding. The invoice must be paid by Customer within the time limit specified in the Order Form.

5.3. If Customer proposes to increase the volume of SaaS Services beyond the volume of SaaS Services specified in the Order Form, Customer shall contact SA at least thirty (30) days in advance of such increase and pay the additional fee in respect of the additional volume (**Additional Fee**) promptly within 15 (fifteen) days of receiving an invoice from SA.

5.4. SA shall increase the volume and send confirmation of the increase in the volume of SaaS Services to Customer only after receiving complete payment for such increase from Customer.

5.5. SA reserves the right itself or through authorized agents, to audit and inspect, Customer's environment, documents and records to verify Customer's compliance with the Agreement. Upon receipt of at least 7 (seven) days' prior notice written notice from SA, Customer agrees to permit the audits and inspections by SA or its authorized agents and provide such persons reasonable assistance, access and facilities to enable such auditing or monitoring. In the event that the volume of SaaS Services exceeds the volume specified in the Order Form, and is outside the 30-day notification period set out in clause 5.3 above, SA shall have the right at its sole option to:

5.5.1. require Customer to pay the Additional Fee due in respect of the unlicensed volume, in which case SA shall issue confirmation of the new volume of SaaS Services to Customer after receiving complete payment of the Additional Fee, or

5.5.2. treat such excess as a fundamental breach of the Agreement and to terminate the Agreement.

5.6. In the event Customer reasonably disputes any amount invoiced by SA, Customer shall pay the amount of the invoice when due and provide SA with written notice stating the nature of dispute within 30 days from the date of receipt of the invoice. The parties shall use reasonable commercial diligence to resolve such dispute in good faith and in a timely manner. All portions of the disputed amount determined to be owed to Customer shall be

refunded within fifteen (15) days of the dispute resolution.

5.7. Customer will reimburse SA for reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. SA shall notify Customer prior to incurring any such expense. SA shall comply with Customer's travel and expense policy if made available to SA prior to the required travel.

5.8. SA shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the SaaS Services. Customer shall not be liable for taxes based on SA's net income, capital or corporate franchise.

## 6. Warranties

6.1. SA represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation and the Agreement. For any breach of a warranty, Customer's exclusive remedy shall be to terminate the SaaS Services as per clause 20 of the Terms.

6.2. To the extent permitted by applicable law, SA disclaims all other warranties with respect to the SaaS Services, either express or implied, including but not limited to any implied conditions or warranties of merchantability, satisfactory quality, or fitness for any particular purpose.

6.3. SA does not guarantee that the SaaS Services will be error-free, virus-free or uninterrupted, or that SA will correct all SaaS Services errors. Customer acknowledges that SA does not control the transfer of data over communications facilities, including the Internet, and that the SaaS Service may be subject to limitations, delays, and other problems inherent in the use of such communication facilities. Customer agrees that SA or any of its service providers shall not be liable for unauthorized alteration, theft or destruction of Customer's or any User's data, files, or programs.

6.4. Customer acknowledges that it is expressly prohibited from attempting any error correction or modification of the SaaS Services.

6.5. Customer represents and warrants to SA that: (i) Customer or Customer's licensors own all right, title, and interest in and to Customer Data and suggestions, (ii) Customer has all rights in Customer Data and suggestions necessary to grant the rights contemplated by the Agreement, and (iii) Customer's or User's use of Customer Data or the SaaS Services shall not violate the Agreement.

## 7. Limitation of Liability

7.1. The provisions of this clause 7 contain the entire liability (whether for an act or omission of SA, its employees or agents) of SA to Customer in connection with the SaaS Services, whether for breach of contract, negligence or tortious liability, and whether it is present or future, fixed or unascertained, actual or contingent.

7.2. SA's total liability to Customer for any loss or damage whatsoever or howsoever caused shall not exceed 100 per cent of the Fee paid by Customer for the provision of SaaS Services in the 12 months immediately preceding the event.

7.3. Notwithstanding the generality of clause 7.2 above, SA expressly excludes liability for any:

7.3.1. indirect, special, incidental or consequential loss or damage which may arise in respect of the SaaS Services, their use or in respect of equipment or property, or

7.3.2. loss of profit,

7.3.3. loss of business or revenue, and

7.3.4. loss of goodwill or anticipated savings,

even if such loss was reasonably foreseeable or SA had been advised of the possibility of Customer incurring the same.

7.4. If a number of events of default give rise to one loss then it shall be regarded as giving rise to only one claim under the Agreement.

7.5. In the event of a breach of its obligations to provide any SaaS Services, SA's sole obligation shall be to re-perform the affected SaaS Services.

## 8. Copyright, Patents, Trademarks and Other Intellectual Property Rights

8.1. Customer acknowledges that any and all of the Intellectual Property Rights subsisting in or used in connection with the Software, the SaaS Services, SA's trademarks and trade names, the Documentation and other material and manuals relating thereto, are and shall remain the sole property of SA or its licensors.

8.2. Customer acknowledges that SA will suffer real and substantial damage as a result of a breach of this clause 8 and may seek injunctive relief for any actual or perceived breach and damages alone are not an adequate remedy.

## 9. Indemnification

9.1. **Indemnification by SA:** SA agrees to indemnify Customer from and against any damages (including costs) insofar and to the extent that the damages or costs arise because the SaaS Services or the Software infringes the Intellectual Property Rights of a third party, provided:

9.1.1. Customer and/or the User shall not have done, permitted or suffered to be done anything which may have been or become an infringement of any Intellectual Property Rights;

9.1.2. Customer gives notice to SA of any such infringement immediately upon becoming aware of the same;

9.1.3. Customer gives SA, or the ultimate beneficial owner of the Intellectual Property Rights in the Software or the SaaS Services, sole conduct of the defence to any such claim or action and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action; and

9.1.4. Customer acts in accordance with the reasonable instructions of and gives SA any assistance as it shall reasonably require in respect of the conduct of the said defence.

9.2 SA shall have no liability to Customer in respect of any infringement where the same results from any breach of Customer's and/or User's obligations under the Agreement, any unauthorised modification or use of the Software and/or the SaaS Services other than that specified in the Documentation or otherwise by SA.

9.3 In the event that any such infringement occurs or may occur, SA shall choose which of the corrective actions outlined in clauses 9.3.1 to 9.3.4, both inclusive, shall be implemented, and thus at its sole option and at its expense:

9.3.1. procure for Customer the right to continue using the SaaS Services and/or the Software or infringing part thereof; or

9.3.2. modify or amend the SaaS Services and/or the Software or infringing part thereof so that the same becomes non-infringing; or

9.3.3. replace the SaaS Services and/or the Software or infringing part thereof by other services or software of similar capability; or

9.3.4. repay the Fee paid relating to the whole or the infringing part of the Software and/or SaaS Services.

9.4. **Indemnification by Customer:** Customer agrees to indemnify, defend and hold harmless SA, its affiliates and licensors and each of their employees, officers and directors (**Indemnified Persons**) from any Claim and Loss insofar and to the extent that the Claim and Loss arises because of: (i) Customer and User's use of the SaaS Services (including any activities under Customer's account and the use of SaaS Services by Customer's employees and personnel), (ii) breach of the Agreement or of applicable laws by Customer, Users or Customer Data, or (iii) dispute between Customer and any User.

9.5. **Conditions for indemnification by Customer:** Customer agrees to indemnify the Indemnified Parties as specified in clause 9.4 above, provided SA shall: (i) promptly notify Customer of the Claim, (ii) give Customer the sole control of the defense and settlement of the Claim, and (iii) provide, at Customer's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by Customer in the defense and settlement of the Claim.

## 10. Support Services

Unless otherwise specified in Schedule-I, the cost of support services, is included in the Fee payable by Customer for the SaaS Services.

## 11. Requesting Support

11.1 Customer may request SA for support services in the event the SaaS Services provided under the Agreement do not substantially conform to the specifications set forth in the Agreement. Prior to requesting support services, Customer must comply with all published operating and troubleshooting procedures for the SaaS Services. If such efforts are unsuccessful in eliminating the issue, Customer shall then promptly notify SA of the issue.

11.2 Customer agrees that it is eligible to receive support services only if Customer has an active Agreement, remains current on all applicable Fee and Additional Fee, if any, due and payable to SA, and are otherwise compliant with Customer's applicable contractual obligations to SA. SA cannot guarantee that support services will be available at all times and that the support advice provided is correct.

12. Customer shall confirm that the following conditions are true before contacting SA for support:

12.1 Customer contact has the technical knowledge regarding the service that is facing an issue and any other software or hardware systems involved, and in the facts and circumstances surrounding the issue;

12.2 The entire system, including all software and hardware, is available to Customer contact without limit during any communication with SA's support personnel; and

12.3 SA reserves the right to suspend all work relating to any issues during periods for which Customer does not provide access to requested data to continue work on the issue.

13. SA will not be responsible to provide support services or updates to the extent that issues arise because Customer: (i) misuses, improperly uses, misconfigures or alters or attempts to misuse, improperly use, misconfigure or alter the SaaS Services, (ii) uses the SaaS Services with any hardware or software not recommended by SA, (iii) uses the SaaS Services at any unauthorized

location, or (iv) otherwise uses SaaS Services in a manner not in accordance with the Agreement.

14. In SA's sole discretion, SA may make other fee-based tiers of support available that provide specific, customized, and/or more comprehensive forms of enhanced support to customers.

15. Customer may purchase supplemental support services for an additional fee. Fee and terms and conditions related to such support services will be set forth in the relevant Order Form.

#### 16. **Service Tools**

16.1 SA may use tools, scripts, software, and utilities (collectively, the "**Tools**") to monitor and administer the services provided under the Agreement and to help resolve Customer's service requests. The Tools will not collect, report or store any Customer Data residing in the service production environment, except as necessary to troubleshoot service requests under the Agreement. Data collected by the Tools (excluding production data) may also be used to assist in managing SA's product and service portfolio and for license management. Customer agrees that (i) except as set forth in the following paragraph, Customer may not access or use the Tools, and (ii) Customer will not use or restore the Tools from any tape backup at any time following termination of the Agreement.

16.2 If SA provides Customer with access to or use of any Tools in connection with the SaaS Services provided under the Agreement, Customer's right to use such Tools is governed by the license terms that SA specifies for such Tools; however, if SA does not specify license terms for such Tools, Customer shall have a non-transferable, non-exclusive, limited right to use such Tools solely to facilitate Customer's administration and monitoring of Customer's services environment, subject to the terms of the Agreement. Any such Tools are provided by SA on an "as is" basis and SA does not provide technical support or offer any warranties for such Tools. Customer's right to use such Tools will terminate upon the earlier of SA's notice or the end of the Term, mentioned in the Order Form, and renewal thereof (if any), or the date that the license to use such Tools ends under the license terms specified for such Tools.

#### 17. **Confidential Information**

17.1 During the Term, mentioned in the Order Form, and renewal thereof (if any) and for 5 years thereafter (perpetually in the case of Software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under the Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing,

each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to third parties. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

17.2 **Exceptions:** Confidential Information excludes information that: (i) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (ii) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (iii) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of the Agreement and the relationship of the parties, but agrees that the specific terms of the Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of the Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

17.3 In the Agreement, **Confidential Information** means any information disclosed by a party to the other party, directly or indirectly, which: (i) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (ii) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (iii) is specifically deemed to be confidential by the terms of the Agreement, or (iv) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the

nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality.

#### 18. **Data Protection and Interception**

In the event that SA has access to personal data, it will process such personal data in accordance with the data protection laws applicable in Canada from time to time and keep such data confidential and shall not disclose it to any third party.

#### 19. **Force Majeure**

Neither party ("**Affected Party**") shall be under any liability to the other party in respect of anything which, apart from this provision, may constitute breach of the Agreement arising by reason of *force majeure*, namely, circumstances beyond the control of the Affected Party which shall include (but shall not be limited to) acts of nature, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; inability to supply the SaaS Services, breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer). It is agreed that insufficiency of funds shall in no event constitute an event of *force majeure* and shall not qualify for the exemption under this clause 19.

#### 20. **Termination**

20.1 SA may terminate the Agreement on written notice to Customer at any time: (i) if Customer is in breach of any term, condition or provision of the Agreement or requirement of an applicable law and fails to remedy such breach (if capable of remedy) within 30 days of having received written notice of such breach from SA; and (ii) if Customer becomes insolvent (i.e., becomes unable to pay its debts in the ordinary course of business as they come due) or makes an assignment for the benefit of creditors. In addition, SA may terminate the Agreement at any time on giving 30 days' written notice to Customer.

20.2 Customer may terminate the Agreement:

20.2.1. at any time on giving 30 days' notice provided always that no refund of any sums paid to SA in advance shall be provided to Customer following such termination; or

20.2.2. in the event that SA is in breach of any term, condition or provision of the Agreement or requirement of an applicable law and fails to remedy

such breach (if capable of remedy) within 30 days of having received written notice of such breach from Customer.

20.3. Termination, howsoever or whenever occasioned shall be subject to any rights and remedies SA may have under the Agreement or in law. In no event shall any expiration or termination relieve Customer of the obligation to pay any Fee and Additional Fee payable to SA for the period prior to the termination or expiration of the Agreement.

20.4. The following clauses shall survive the termination or expiration of the Agreement for any reason: clauses 1, 2.4, 4.9, 6, 7, 9, 17, 20.3, 20.3 and 29.

#### 21. **Assignment**

Customer shall not assign or otherwise transfer all or part of the Agreement without the prior written consent of SA.

#### 22. **Waiver**

Failure or neglect by either party to enforce at any time any of the provisions of the Agreement shall not be construed nor shall be deemed to be a waiver of such party's rights hereunder nor in any way affect the validity of the whole or any part of the Agreement nor prejudice such party's rights to take subsequent action.

#### 23. **Entire Agreement**

The Agreement supersedes any arrangements, understandings, promises or agreements, oral or written, made or existing between the parties to the Agreement prior to or simultaneously with the Agreement and constitutes the entire understanding between the parties to the Agreement.

#### 24. **Severability**

In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

#### 25. **Notices**

Any notice to be given by either party to the other may be sent by recorded delivery to the address of the other party as appearing herein or such other address as such party may from time to time have communicated to the other in writing and if so sent shall be deemed to be served three days following the date of posting.

#### 26. **Independent Contractors**

The parties have the status of independent contractors, and nothing in the Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in the Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

**27. Statistical Information**

SA may anonymously compile statistical information related to the performance of the SaaS Services, support services or Other Services provided under the Agreement for purposes of improving such services, provided that such information does not identify Customer Data or include Customer's name.

**28. Rights of Third Parties**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

**29. Law**

The parties hereby agree that the Agreement and the provisions hereof shall be construed in accordance with Canadian Law, and the parties hereby submit to the exclusive jurisdiction of courts of Ontario Canada.

**30. Third Party Web Sites, Content, Products and Services**

The Services provided by SA may enable Customer to add links to websites and access to

content, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. SA is not responsible for any third party websites or third party content provided on or through the services and Customer bears all risks associated with the access and use of such Web sites and third party content, products and services.



## SCHEDULE-I

### SPECIFICATIONS OF SERVICES

#### Part A

##### First/Second Line Support Contact Details

Company Name:	ShareArchiver INC
Address:	Suite 700, 2425 Matheson BLVD E, Mississauga, ON Canada L4W 5K4
Telephone Number:	(+1) 855 927 2448
Support Email:	support@sharearchiver.com

##### SA Technical Support Contact Details:

Technical Contact Name:	ShareArchiver Support
Address:	2425 Matheson BLVD East, Suite 700, Mississauga, Ontario, L4k5KW Canada
Telephone Number:	+1(855) 927 2448
Email Address:	<a href="mailto:support@sharearchiver.com">support@sharearchiver.com</a>

##### SA Support Manager Contact Details:

Business Contact Name:	Mazhar Lateef
Address:	2425 Matheson BLVD East, Suite 700, Mississauga, Ontario, L4k5KW Canada
Telephone Number:	+1(855) 927 2448
Email Address:	<a href="mailto:mazhar@sharearchiver.com">mazhar@sharearchiver.com</a>

#### Part B

Table 1 – Response times

Severity	Target Response Time	Target Resolution Time
1	Less than 2 Working Hours	Less than 1 Working Day
2	Less than 8 Working Hours	Less than 3 Working Days
3	Less than 1 Working Day	Less than 5 Working Days
4	Less than 2 Working Days	As Appropriate

Table 2 – Escalation times

Severity	Reseller/SA Support Manager	Reseller/SA Support Director	Reseller/SA CEO
1	1 Working Day	3 Working Days	5 Working Days
2	3 Working Days	10 Working Days	1 Month
3	10 Working Days	N/A	N/A
4	N/A	N/A	N/A

##### Service Level Description

Severity Level	Business Impact	Description
1	Critical	SaaS Services unavailable condition involving:  (i) SaaS Services outage or failure severely impacting Customer's business operations. (ii) widespread unavailability of business critical features/functions of the SaaS Services causing major disruption of Customer's ongoing business operations. (iii) there is serious performance degradation that significantly impacts a large group of Users. (iv) unscheduled service downtime resulting from an emergency change request which needs to be applied to the system. (v) an issue for which there is no immediate workaround available.
2	High	A high impact business condition where:  (i) SaaS Services are available but their functionality is significantly restricted thereby causing disruption to Customer's normal business operations. (ii) there is no workaround available for the issue.
3	Low/Minor	SaaS Services are available and are generally usable, however SaaS Services have an issue causing minor operational challenge(s). Issues may be isolated to specific Users and may have little impact on the availability/functionality of the SaaS Services.
4	Minimum/No impact	A minor defect that has no impact on the SaaS Services, or a general enquiry on the functionality of the SaaS Services including how to/informational queries.

#### Support and Maintenance Limitations

- (i) Consulting services, assistance with system design, product training, education, termination and migration assistance are NOT provided as part of your SaaS Services or as part of any support for the SaaS Services.
- (ii) Installation or upgrade services of any Customer technologies will NOT be provided.
- (iii) SA shall NOT be obligated to provide technical support for Customer technologies, Software and/or services that are not used in accordance with the Documentation or SA's instructions, training, customer-generated scripts, custom reports and other content, custom code provided by Customer or problems associated with software products not provided by SA under the Agreement.