

BEANWORKS SOFTWARE AS A SERVICE TERMS OF SERVICE

These Terms of Service were last updated on October 17, 2019.

The Beanworks Software As A Service Terms of Service (the “**Terms of Service**”, together with any Order Forms and the Beanworks Software As A Service Agreement, the “**Agreement**”) form an agreement between the customer accessing, downloading, installing or otherwise using (the terms “**use**” and “**using**” will refer to any of the foregoing) the Beanworks SaaS Services (such customer, the “**Customer**”) and Beanworks Solutions Inc. (“**Beanworks**”), the supplier of the service referred to as Beanworks SaaS Services, and is entered into on the earlier of the date Customer first uses any part of the Beanworks SaaS Services and the date Customer agrees to be bound by the Agreement (the “**Effective Date**”). Each of Beanworks and Customer shall individually be referred to as a “**Party**” and jointly as the “**Parties**”.

These Terms of Service set forth the terms and conditions that govern the provision and use of: (i) the Beanworks SaaS Services for accounts payable automation; and (ii) additional services made available by Beanworks in respect of the Beanworks SaaS Services. **BY USING BEANWORKS SAAS SERVICES (INCLUDING THE WEBSITE), CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET OUT IN THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 15(k). IF CUSTOMER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, CUSTOMER WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE BEANWORKS SAAS SERVICES. CUSTOMER REPRESENTS AND WARRANTS TO BEANWORKS THAT CUSTOMER HAS THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT. IF CUSTOMER IS USING THE BEANWORKS SAAS SERVICES ON BEHALF OF ANOTHER PERSON, CUSTOMER HEREBY REPRESENTS AND WARRANTS TO BEANWORKS THAT CUSTOMER HAS THE AUTHORITY TO BIND SUCH PERSON TO THESE TERMS OF SERVICE.**

1. Definitions

- (a) “**Activation Services**” means the services related to the one-time implementation of Beanworks SaaS Services including workflow analysis, technical integration and initial training required to successfully automate account payable processes for Customer with BeanworksAP and more generally, enable the use by Customer of Beanworks SaaS Services.
- (b) “**Aggregated Data**” has the meaning set out in Section 3(a).
- (c) “**Amendment**” has the meaning set out in Section 15(k).

- (d) “**Annual Fees Prepayment Discount**” has the meaning set out in Section 9(f).
- (e) “**Beanworks SaaS Services**” means services through which Beanworks hosts and makes available the Beanworks solution for accounts payable automation. The term “Beanworks SaaS Services” includes BeanworksAP and Support Services, but it does not include Professional Services.
- (f) “**Beanworks Services**” means the Beanworks SaaS Services and the Professional Services, collectively, and any part thereof.
- (g) “**BeanworksAP**” means Beanworks’ accounts payable automation software product, and any updates provided as part of the Beanworks SaaS Services.
- (h) “**Customer Data**” means any data, information, content, records, and files that Customer (or any of its Permitted Users) loads, receives through, transmits to or enters into the Beanworks SaaS Services, including Personal Information.
- (i) “**Customer Systems**” has the meaning set out in Section 4(a).
- (j) “**Customer User Account**” has the meaning set out in Section 6.
- (k) “**Fees**” has the meaning set out in Section 9(a).
- (l) “**Force Majeure**” has the meaning set out in Section 15(f).
- (m) “**Go-Live Date**” means the date Customer receives implementation training from Beanworks that enables Customer to operate BeanworksAP.
- (n) “**Initial Term**” has the meaning set out in Section 14(a).
- (o) “**Minimum System Requirements**” has the meaning set out in Section 4(b).
- (p) “**Modifications**” means modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations, and “**Modify**” has a corresponding meaning.
- (q) “**Order Form**” means an order form that references these Terms of Service and that is executed by both Parties.

- (r) **“Payment Solutions”** means has the meaning set out in Section 8.
- (s) **“Payments Service Providers”** means has the meaning set out in Section 8.
- (t) **“Payments Service Provider Contract”** means has the meaning set out in Section 8.
- (u) **“Permitted User”** has the meaning set out in Section 6.
- (v) **“Personal Information”** means information about an identifiable individual.
- (w) **“Privacy Policy”** has the meaning set out in Section 5.
- (x) **“Professional Services”** has the meaning set out in Section **Error! Reference source not found.**. The term “Professional Services” does not include Beanworks SaaS Services.
- (y) **“Renewal Term”** has the meaning set out in Section 14(a).
- (z) **“Support Services”** means the support services described in Section 7.
- (aa) **“Term”** has the meaning set out in Section 14(a).
- (bb) **“Transition Services”** has the meaning set out in Section 14(d).
- (cc) **“Website”** means any websites used by Beanworks to provide the Beanworks SaaS Services, including the websites located at <https://www.beanworks.com/> and <https://www.beanworks.ca/>.

2. Beanworks SaaS Services

- (a) Provisioning of the Beanworks SaaS Services. Subject to Customer’s and its Permitted Users’ compliance with the terms and conditions of the Agreement, Beanworks will make the Beanworks SaaS Services available to Customer on the terms and conditions set out in the Agreement during the Term. Customer is responsible for identifying and authenticating all Permitted Users, for ensuring only Permitted Users access and use the Beanworks SaaS Services, and for Permitted Users’ compliance with the Agreement.
- (b) Restrictions on Use. Customer will not itself, and will not permit others to:

- (i) sub-license, sell, rent, lend, lease or distribute the Beanworks SaaS Services or any intellectual property rights therein, or otherwise make the Beanworks SaaS Services available to others;
- (ii) use the Beanworks SaaS Services to permit timesharing, service bureau use or commercially exploit the Beanworks SaaS Services;
- (iii) use or access the Beanworks SaaS Services: (A) in violation of any applicable law; (B) in a manner that threatens the security or functionality of the Beanworks SaaS Services; or (C) for any purpose or in any manner not expressly permitted in the Agreement;
- (iv) use the Beanworks SaaS Services to create, collect, transmit, store, use or process any Customer Data:
 - (A) that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
 - (B) that Customer does not have the lawful right to create, collect, transmit, store, use or process; or
 - (C) that infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity);
- (v) modify the Beanworks SaaS Services;
- (vi) reverse engineer, de-compile or disassemble the Beanworks SaaS Services;
- (vii) remove or obscure any proprietary notices or labels on the Beanworks SaaS Services, including brand, copyright, trademark and patent or patent pending notices;
- (viii) access or use the Beanworks SaaS Services for the purpose of building a similar or competitive product or service; or
- (ix) perform any vulnerability, penetration or similar testing of the Beanworks SaaS Services.

(c) Suspension of Access; Scheduled Downtime; Modifications. Beanworks may from time to time and in its discretion, without limiting any of its other rights or remedies at law or in equity, under the Agreement:

- (i) suspend Customer's access to or use of the Beanworks SaaS Services or any component thereof:
 - (A) for scheduled maintenance;
 - (B) due to a Force Majeure;
 - (C) if Beanworks believes in good faith that Customer or any Permitted User has violated any provision of the Agreement;
 - (D) to address any emergency security concerns;
 - (E) for non-payment of invoices and Fees for the Beanworks Services; or
 - (F) if required to do so by a regulatory body or as a result of a change in applicable law; and
- (ii) make any Modifications to the Beanworks SaaS Services.

Customer is required to accept all patches, bug fixes and updates made by or on behalf of Beanworks to the Beanworks SaaS Services.

3. Ownership; Reservation of Rights

(a) As between Beanworks and Customer, Customer retains all ownership and intellectual property rights in and to Customer Data. Customer grants to Beanworks a nonexclusive, worldwide, royalty-free, irrevocable, sublicensable, and fully paid-up right to access, collect, use, process, store, disclose and transmit Customer Data to: (i) provide the Beanworks Services; (ii) improve and enhance the Beanworks Services and its other offerings; and (iii) produce data, information, or other materials that are not identified as relating to a particular individual or company (such data, information and materials, the "**Aggregated Data**"). Beanworks may use, process, store, disclose and transmit the Aggregated Data for any purpose and without restriction or obligation to Customer of any kind.

(b) Beanworks or its licensors retain all ownership and intellectual property rights in and to: (i) the Beanworks Services; (ii) anything developed or delivered by or on behalf of Beanworks under the Agreement; (iii) any Modifications to the foregoing (i) and (ii); and (iv) any suggestions, enhancement requests, feedback, or recommendations provided by Customer regarding the Beanworks Services (excluding Customer's Confidential Information therein).

(c) All rights not expressly granted by Beanworks to Customer under the Agreement are reserved.

4. Installation, Updates, Upgrades, and Maintenance; Minimum System Requirements; Installation and Troubleshooting; Professional Services and Additional Training

(a) Installation, Updates, Upgrades, and Maintenance. The Beanworks SaaS Services include the following features, which may require installation to be run directly on Customer's systems ("**Customer Systems**"): (i) a sync tool, which automatically extracts data (such as vendor names and addresses) from Customer's specific accounting software and syncs and transfers such data with BeanworksAP; and (ii) an auto-updater, which periodically checks for new versions of the sync tool from Beanworks, automatically removes the current version of the sync tool from Customer Systems, and downloads and installs the new version of the sync tool directly onto Customer Systems. As a result, BeanworksAP, including such sync tool and auto-updater, may automatically download and install updates and upgrades from time to time from Beanworks. These updates are designed to improve, enhance and further develop the Beanworks SaaS Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Customer consents to the installation of BeanworksAP, including updates and upgrades (and authorizes Beanworks to deliver these to Customer) as part of Customer's use of the Beanworks SaaS Services. Customer may withdraw consent by uninstalling the syncing software(s) from all Customer Systems. Customer acknowledges that BeanworksAP causes Customer Systems to communicate with Beanworks for the purposes described above. All updates, upgrades and maintenance are included with the Fees. Upgrades will occur on a regular basis with no effort required by Customer. Notifications will be made in advance of any upcoming significant releases, maintenance or other event that may affect the Beanworks SaaS Services. Some emergency updates may be communicated after they are delivered.

(b) Minimum System Requirements. The successful implementation of the Beanworks SaaS Services and subsequent operation thereof is dependent on specific minimum IT environment requirements for Windows, .NET Version, RAM, HDD, as well as company file and ERP location, which minimum system requirements are available at <https://www.beanworks.com/system-requirements/> (the "**Minimum System Requirements**"). The Minimum System Requirements may vary based on Customer's enterprise resource planning (ERP) platform. Customer, at its sole expense, agrees to provide compatible Customer Systems for the activation of BeanworksAP and is responsible for upgrading and

configuring Customer Systems to remain compatible with the Minimum System Requirements at all times during the Term.

(c) Installations and Troubleshooting. Time spent providing additional services, beyond the scope of standard Activation Services, to address or resolve Minimum System Requirements not being met; special installation requirements; or complex or outsourced network infrastructure; and third-party applications, plug-ins and add-ons will be billed to Customer at Beanworks' then-current hourly rates. Support provided performing diagnostics or troubleshooting IT issues, such as relating to connectivity, permissions, security or authorization, are also billable to Customer at Beanworks' then-current hourly rates for Professional Services.

(d) Migration to a Different ERP Platform Post Implementation. The Activation Fee referenced in an Order Form is the fee for the Activation Services. If Customer subsequently migrates to a different ERP platform after Activation Services have been completed and Customer has used the Beanworks Services, Beanworks will assist with transitioning or re-implementing BeanworksAP for Customer on a fee-for-service basis at its then-current rates for providing Professional Services.

(e) Professional Services and Additional Training. As requested by Customer from time to time subsequent to Activation Services completion, Beanworks will provide services to Customer mutually agreed to in nature and scope that may include or relate to supplemental workflow analysis, accounting and automation consulting, a change in ERP platform or environment, customized reporting and templating, additional (re)training or other related services (the "**Professional Services**") on a fee-for-service basis at then-current rates.

5. Privacy

Customer understands that Personal Information, including the Personal Information of Permitted Users, will be treated in accordance with Beanworks' privacy policy located at <https://www.beanworks.com/privacy-policy/> (the "**Privacy Policy**").

6. Customer User Account

Upon Customer's request, Beanworks will issue one account (the "**Customer User Account**") to Customer for use by Customer and all individuals who are employees or contractors of Customer that Customer wishes to have access to and use of the Beanworks SaaS Services (each, a "**Permitted User**"). Customer will ensure that Permitted Users only use the Beanworks SaaS Services through the Customer User Account. Customer will not allow any Permitted User to share the Customer User Account with any other person. Customer will promptly notify Beanworks of any actual or suspected unauthorized use of the Beanworks SaaS Services. Beanworks reserves the right to suspend, deactivate, or replace the Customer User Account if it

determines that the Customer User Account may have been used for an unauthorized purpose. Customer will ensure that all individual users of the Beanworks SaaS Services, including Permitted Users, are contractually bound to terms and conditions with Customer that are no less restrictive or protective of Beanworks' rights than those set forth in the Agreement.

7. Customer Success Support Services

(a) Customer will generally have access to Beanworks' technical support: (i) via telephone at 1 (877) 959 2326 from 6:00 am PST to 5:00 pm PST from Monday to Friday, excluding New Years' Day, Labour Day, Christmas Day, other statutory holidays and Beanworks company wide events from time to time with notice being provided in advance; (ii) via email at support@beanworks.com; and (iii) through available interfaces on the Websites, if any. Response time to support requests received by Beanworks will depend and vary based on the pricing plan Customer is currently subscribed to.

(b) Beanworks provides an online self-serve knowledge base, as well as online training and troubleshooting content; and will use commercially reasonable efforts to respond to support requests within the time frame associated with the active pricing plan for Customer. However, Beanworks reserves the right to charge additional fees if the volume of support requests exceeds what would be reasonably expected based on stage and extent of Customer's Beanworks SaaS Services usage. Beanworks uses a train the trainer approach, and Customer's system administrator is responsible for the good implementation, use and maintenance of Beanworks SaaS Services for Customer.

8. Payments Processing

Beanworks offers payment processing and related services as part of Beanworks SaaS Services, including ACH, eCheck, EFT and cheque/check payment; international payments and foreign exchange; and virtual credit card payment solutions (the "Payment Solutions"), and the Payment Solutions are enabled through or in conjunction with BeanworksAP and executed by Beanworks' payments service provider partners (the "Payments Service Providers"). The Payment Solutions are optional to Customer, and access to such Payment Solutions require Customer to subscribe to a monthly pricing plan that includes such service offering. Transaction fees associated with the individual Payment Solutions are included with the Order Form. Use of Payments Solutions require Customer to complete an application (for each legal entity) with the applicable Payments Service Provider, and after approval of such application, sign a separate agreement with the specific Payments Service Provider (the "Payments Service Provider Contract"). Prior to using the Payment Solutions functionality of BeanworksAP, Customer must have all applicable Payments Service Provider Contract(s) in effect. By using the Payment Solutions, Customer acknowledges it must be in full compliance with the terms and conditions of

Payments Service Provider Contract(s) and be in good standing with the applicable Payments Service Provider.

9. Fees; Invoicing; Annual Prepayment Discount; Payment; Termination Refund

(a) Fees. Customer will pay to Beanworks the fees described in any Order Form (the “**Fees**”). Fees are billed in advance monthly or annually, as applicable, in US dollars, unless otherwise noted on the Order Form, and are due and payable in advance, in accordance with Section 9(c). If Customer’s use of the Beanworks SaaS Services exceeds any service capacity set forth on an Order Form, for example, where Customer chooses a specific invoice tier with a maximum number of monthly invoices and exceeds such maximum (“Tier Overage”) or otherwise requires the payment of additional fees (pursuant to the terms of the Agreement), Customer will be billed for such overage or usage in the month immediately following the month in which such fees were incurred, and Customer will pay the additional fees in accordance with the Agreement.

Payments processed through BeanworksAP or in conjunction therewith are subject to a per-transaction fee based on payment method or currency and are payable to either Beanworks or directly to the Payment Service Provider, as applicable, based on the fee schedule in the applicable Order Form. Per-transaction fees are subject to change from time to time, in accordance with Section 9(c). As applicable, fees will be billed for additional or different specific Payment Solutions services ordered and used by Customer over the Term.

Additional fees will be billed for additional services provided as applicable, in accordance with Sections 4(c), 4(d), 4(e) and 7(b).

(b) Changes to the Fees. Beanworks reserves the right to change the Fees and institute new charges not more than once in each Renewal Term upon providing not less than 60 days prior notice to Customer. Any change in per-transaction fees directly charged to Customer by Payment Service Provider for Payments Solutions used is governed by the terms and conditions of the applicable Payments Service Provider Contract.

(c) Invoicing. Beanworks will prepare and electronically send to Customer, at the then-current contact information on file with Beanworks, an invoice for any Fees that have become due and payable. Unless otherwise expressly stipulated in an invoice or the Customer has elected for and agreed in writing to pre-authorized invoice payment, Customer will pay all invoiced amounts upon delivery of the invoice, and payment will be made using the payment methods then-currently made available by Beanworks.

- (d) Unused Tier Invoices. If Customer chooses an invoice tier containing a committed number of monthly invoices, Customer will not be entitled to any refund or credit based on any unused invoices.
- (e) Disputed Invoices or Charges. If Customer believes Beanworks has charged or invoiced Customer incorrectly, Customer must contact Beanworks no later than 30 days after having been charged by Beanworks or receiving the invoice in which the error or problem appeared in order to request an adjustment or credit. In the event of a dispute, Customer will pay any undisputed amounts in accordance with the payment terms herein, and the Parties will discuss the disputed amounts in good faith in order to resolve the dispute.
- (f) Annual Fees Prepayment Discount. If Customer chooses to prepay the total annual fees amount as set out in the applicable Order Form, a prepayment discount in the equivalent amount of 1 month of fees, i.e. 1/12 of the total annual fees for on the applicable Order Form (the "Annual Prepayment Discount") will be shown as a credit on the invoice delivered to Customer.
- (g) Payment by Credit Card. Other than payment of initial Activation Fee by credit card, all other credit card payments are subject to a service charge of 1.5% of the invoiced amount, which is payable at the same time as the applicable invoiced amounts.
- (h) Late Payment. Subject to Section 9(e), Customer may not withhold or setoff any amounts due under the Agreement. Beanworks reserves the right to suspend Customer's access to the Beanworks SaaS Services or any delivery of Professional Services until all due and undisputed amounts are paid in full. Any late payment will be increased by the costs of collection (if any) and will incur interest at the rate of one and a half percent (1.5%) compounded monthly (19.56% annually), or the maximum legal rate (if less), plus all expenses of collection, until fully paid.
- (i) Taxes. The Fees set out in the Agreement do not include applicable sales, use, gross receipts, value-added, PST, GST or HST, personal property or other taxes. Customer will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions in connection with the Agreement, unless taxes are included on the invoice delivered and collected on behalf of Customer as a convenience to Customer, and other than taxes based on the net income or profits of Beanworks.

(j) Suspension. Any suspension of the Beanworks Services by Beanworks pursuant to the terms of the Agreement will not excuse Customer from its obligation to make payments under the Agreement.

(k) Termination Refund; Annual Fees Prepayment Discount Forfeiture. Upon termination of the Agreement pursuant to Section 14(b), Beanworks will refund to Customer, on a pro-rata basis, any unused subscription-based Fees prepaid under the Agreement for any period following the effective date of termination. Activation Fees are not refundable. Where the Annual Fees Prepayment Discount was taken by Customer, the discount will be forfeited and offset against the pro-rata refund otherwise calculated as owing to Customer.

(l) This agreement can be updated, amended or changed with a notice period of no less than 30 days to the Customer.

10. Confidential Information

(a) Definitions. For the purposes of the Agreement, a Party receiving Confidential Information (as defined below) will be the “**Recipient**”, the Party disclosing such information will be the “**Discloser**” and “**Confidential Information**” of Discloser means any and all information of Discloser or any of its licensors that has or will come into the possession or knowledge of the Recipient in connection with or as a result of entering into the Agreement, including information concerning the Discloser’s past, present or future customers, suppliers, technology or business, and where Discloser is Customer includes Customer Data; provided that Discloser’s Confidential Information does not include, except with respect to Personal Information: (i) information already known or independently developed by Recipient without access to Discloser’s Confidential Information; (ii) information that is publicly available through no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

(b) Confidentiality Covenants. Recipient hereby agrees that during the Term and at all times thereafter it will not, except to exercise its license rights or perform its obligations under the Agreement: (i) disclose Confidential Information of the Discloser to any person, except to its own personnel or affiliates that have a “need to know” and that have entered into written agreements no less protective of such Confidential Information than the Agreement, and to such other recipients as the Discloser may approve in writing; (ii) use Confidential Information of the Discloser; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Each Party will take industry standard precautions to safeguard the other Party’s Confidential Information,

which will in any event be at least as stringent as the precautions that the Recipient takes to protect its own Confidential Information of a similar type.

(c) Exceptions to Confidentiality. Notwithstanding Section 10(b), Recipient may disclose Discloser's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business; or (iii) in the case of Beanworks, to potential assignees, acquirers or successors of Beanworks if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Beanworks.

11. Marketing

Customer authorizes Beanworks to reference Customer's company name in any printed marketing materials, new client press releases and on its Website, in each case, if Beanworks so chooses. Such references set out in this Section may include pre-approved logo representation, pre-approved testimonials, and case studies, and other marketing-related activities.

12. Warranty; Disclaimer; Indemnity

(a) Customer Warranty. Customer represents and warrants to and covenants with Beanworks that the Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures (including to each Permitted User), obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable laws, to enable Beanworks to provide the Beanworks Services, including with respect to the collection, storage, access, use, disclosure, processing and transmission of Personal Information, including by or to Beanworks and to or from all applicable third parties.

(b) GENERAL DISCLAIMER. BEANWORKS DOES NOT WARRANT THAT THE BEANWORKS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE BEANWORKS SERVICES. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, THE BEANWORKS SERVICES (OR ANY PART THEREOF) AND ANY OTHER PRODUCTS AND SERVICES PROVIDED

BY BEANWORKS TO CUSTOMER ARE PROVIDED “AS IS” AND “AS AVAILABLE”.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, BEANWORKS HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, BEANWORKS EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER’S USE OF THE BEANWORKS SERVICES (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

(c) Customer Indemnity. Customer will defend, indemnify and hold harmless Beanworks, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any and all third party (including Permitted Users) claims (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with: (i) Customer Data; (ii) Customer’s breach of any of Customer’s obligations, representations, warranties or covenants under the Agreement; or (iii) use of the Beanworks Services (or any part thereof) by Customer or any Permitted User in combination with any third party software, application or service. Customer will fully cooperate with Beanworks in the defense of any claim defended by Customer pursuant to its indemnification obligations under the Agreement and will not settle any such claim without the prior written consent of Beanworks.

(d) Beanworks Indemnity. Beanworks will defend, indemnify and hold harmless Customer against any and all third party claims alleging that the Beanworks Services, or the access to or use by Customer of any Beanworks Services as permitted pursuant to the Agreement, infringes, violates or misappropriates any intellectual property right of any person.

13. Limitation of Liabilities

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

(a) AMOUNT. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF BEANWORKS IN CONNECTION WITH OR UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE BEANWORKS SERVICES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT WILL BEANWORKS' THIRD PARTY SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE AGREEMENT.

(b) TYPE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL BEANWORKS BE LIABLE TO CUSTOMER OR ANY PERMITTED USER FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST OR LOSS OF (A) SAVINGS, (B) PROFIT, (C) DATA, (D) USE, OR (E) GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH; OR (VI) PERSONAL OR PROPERTY DAMAGE IN EACH CASE, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

14. Term and Termination

(a) Term. The Agreement will commence on the Effective Date and continue to be in effect for a period of one year, or other such period described on the Order Form, from the Go-Live Date (the "**Initial Term**"). The Initial Term will automatically renew for successive one-year periods (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**") unless either Party provides the other Party with written notice of its intention not to renew not less than 60 days prior to the end of the Initial Term or then-current Renewal Term.

(b) Termination for Convenience. Either Party may terminate the Agreement at any time by providing at least 60 days advance written notice to the other Party. Notice of termination to be sent to subscription@beansworks.com.

(c) Termination for Cause. Either Party may, in addition to other relief, terminate the Agreement if the other Party commits a material breach of the Agreement and fails to correct such breach within 30 calendar days after receipt of notice of such breach. Notice of termination to be sent to subscription@beansworks.com.

(d) Transition Services. Upon termination of the Agreement, Customer will immediately cease accessing or using the Beanworks Services. Within 90 calendar days following termination, Beanworks will, at Customer's option, return to Customer, or delete or otherwise render inaccessible, any Customer Data that remains in the hardware or systems used by Beanworks to provide the Beanworks SaaS Services (the "**Transition Services**"). If requested, Beanworks will provide Customer with a copy of all of Customer's invoice images (along with approval and coding history for such invoices). The cost of Transition Services will be dependent on the number of invoices in the Customer Data (as a general guide cost should be a maximum of \$1,000 for most Customers). Customer may choose to independently export its Customer Data from BeanworksAP at no charge. For greater certainty, Customer will no longer have a right to extract, or request that Beanworks extract and provide to Customer, any Customer Data, including invoice images (along with approval and coding history for such invoices), once such 90-day period has expired. In addition, Beanworks will perform additional transition services that are mutually agreed upon by Beanworks and Customer in a statement of work that is added to an Order Form.

(e) Survival. The following Sections, together with any other provision of the Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of the Agreement, will survive expiration or termination of the Agreement for any reason: Section 1 (Definitions), Section 3 (Ownership; Reservation of Rights), Section 5 (Privacy), Section 9 (Fees and Payment), Section 10 (Confidential Information), Section 11 (Marketing), Section 12 (Warranty; Disclaimer; Indemnity), Section 13 (Limitation of Liabilities), Section 14(d) (Transition Services), Section 14(e) (Survival), and Section 15 (General Provisions).

15. General Provisions

(a) Notices. Notices sent to either Party will be effective when delivered in writing and in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices must be sent: (i) if to Beanworks, to the following address:

Suite 300, 311 West Pender Street

Vancouver, British Columbia

Canada

V6B 1T3

Attention: Customer Success Team

Email: support@beanworks.com

and (ii) if to Customer, to the current postal or email address that Beanworks has on file with respect to Customer. Beanworks may change its contact information by posting the new contact information on the Website or by giving notice thereof to Customer. Customer is solely responsible for keeping its contact information on file with Beanworks current at all times during the Term.

(b) Assignment. Customer will not assign the Agreement to any third party without Beanworks' prior written consent. Beanworks may assign the Agreement or any rights under the Agreement to any third party without Customer's consent. The Agreement will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.

(c) Governing Law and Attornment. The Agreement and any action related thereto 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, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with the Agreement in Vancouver, British Columbia, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Agreement. This choice of jurisdiction does not prevent Beanworks from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

(d) Export Restrictions. Customer will comply with all export laws and regulations that may apply to its access to or use of the Beanworks SaaS Services.

(e) Construction. Except as otherwise provided in the Agreement, the Parties' rights and remedies under the Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The

headings of sections of the Agreement are for reference purposes only and have no substantive effect. The terms “consent” or “discretion” mean the right of a Party to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to the other Party.

(f) Force Majeure. Neither Party will be liable for delays caused by any event or circumstances beyond that Party’s reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving that Party’s employees), Internet service failures or delays, or the unavailability or Modification by third parties of telecommunications or hosting infrastructure or third party websites (“**Force Majeure**”).

(g) Severability. Any provision of the Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from the Agreement and all other provisions of the Agreement will remain in full force and effect.

(h) Waiver. A waiver of any provision of the Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

(i) Independent Contractors. Beanworks’ relationship to Customer is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and neither Party will represent to any third party that it has, any authority to act on behalf of the other Party.

(j) Entire Agreement. The Agreement, including these Terms of Service, constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior or contemporaneous agreements, representations or other communications between the Parties, whether written or oral.

(k) Amendments. No amendment, supplement, modification, waiver, or termination of the Agreement and, unless otherwise expressly specified in the Agreement, no consent or approval by any Party, will be binding unless executed in writing by the Party or Parties to be bound thereby. NOTWITHSTANDING THE PRECEDING SENTENCE, BEANWORKS MAY UNILATERALLY AMEND THESE TERMS OF SERVICE, IN WHOLE OR IN PART (EACH, AN “**AMENDMENT**”), BY GIVING CUSTOMER PRIOR NOTICE OF SUCH AMENDMENT OR POSTING NOTICE OF SUCH AMENDMENT ON THE WEBSITE. UNLESS OTHERWISE INDICATED BY BEANWORKS, ANY SUCH AMENDMENT WILL BECOME EFFECTIVE AS OF THE DATE THE NOTICE OF

SUCH AMENDMENT IS PROVIDED TO CUSTOMER OR IS POSTED ON THE WEBSITE (WHICHEVER IS THE EARLIER); provided, however, that if Beanworks amends Section 14(b) to remove the right of termination for convenience, Customer may terminate the Agreement upon written notice to Beanworks within 30 days of such Amendment.

(l) Third Party Interactions. Beanworks may engage third parties to provide the Beanworks SaaS Services or perform its obligations, or any portion thereof, under the Agreement. Beanworks will remain responsible for the performance of its obligations set out in this Agreement performed by any third party to the same extent as if such obligations were performed by Beanworks.

(m) English Language. It is the express wish of the Parties that the Agreement and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.