

## **SAGEAPA SOFTWARE AS A SERVICE TERMS OF SERVICE**

These Terms of Service were last updated on Aug 1st, 2018.

These SageAPA Software As A Service Terms of Service (the “**Agreement**”) are an agreement between the person visiting, browsing, accessing, downloading, installing or otherwise using (the terms “**use**” and “**using**” will refer to any of the foregoing) the SageAPA SaaS Services (such person, the “**Customer**”) and Beanworks Solutions Inc. (“**Company**”), the supplier of the service referred to as Sage Accounts Payable Automation services, and is entered into on the earlier of: (a) the date Customer first uses any part of the SageAPA SaaS Services; and (b) the date Customer agrees to be bound by this Agreement (the “**Effective Date**”).

**BY USING THE SAGEAPA 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 THIS AGREEMENT, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 14.11. IF CUSTOMER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE SAGEAPA SAAS SERVICES. CUSTOMER REPRESENTS AND WARRANTS TO COMPANY THAT CUSTOMER HAS THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT. IF CUSTOMER IS USING THE SAGEAPA SAAS SERVICES ON BEHALF OF ANOTHER PERSON, CUSTOMER HEREBY REPRESENTS AND WARRANTS TO COMPANY THAT CUSTOMER HAS THE AUTHORITY TO BIND SUCH PERSON TO THIS AGREEMENT.**

### **1. Definitions**

- 1.1 “**SageAPA SaaS Services**” means services through which Company hosts and makes available Sage Accounts Payable Automation. The term “SageAPA SaaS Services” includes the SageAPA Software and Technical Support Services but does not include Onboarding Services.
- 1.2 “**SageAPA Services**” means the SageAPA SaaS Services and the Onboarding Services, collectively, and any part thereof.
- 1.3 “**SageAPA Software**” means Company’s accounts payable automation software product made available under the name “SageAPA”, and any updates provided as part of the SageAPA SaaS Services.
- 1.4 “**Customer Data**” means any data, information, content, records, and files that Customer (or any of its Users) loads, receives through, transmits to, enters into or otherwise provides to the SageAPA SaaS Services.
- 1.5 “**Modifications**” means modifications, improvements, customizations, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations, and “Modify” has a corresponding meaning.

- 1.6 “**Onboarding Services**” has the meaning set out in Section 9. The term “Onboarding Services” does not include SageAPA SaaS Services.
- 1.7 “**Personal Information**” means information about an identifiable individual.
- 1.8 “**Technical Support Services**” means the support services described in Section 7.
- 1.9 “**Term**” has the meaning set out in Section 13.
- 1.10 “**User**” has the meaning set out in Section 6.
- 1.11 “**Website**” means any websites owned by Company and used by Company to provide the SageAPA SaaS Services, including the websites located on [www.sageapa.com](http://www.sageapa.com).

## 2. SageAPA SaaS Services

- 2.1 Provisioning of the SageAPA SaaS Services. Subject to Customer’s compliance with the terms and conditions of this Agreement, Company will make the SageAPA SaaS Services available to Customer on the terms and conditions set out in this Agreement. Customer is responsible for identifying and authenticating all Users and for Users’ compliance with this Agreement. Company acknowledges and agrees that Customer shall be entitled to use the SageAPA SaaS Services for Customer, its affiliates and all facilities for which they provide management services
- 2.2 SageAPA SaaS Service Offering. Company provides services which can include invoices, purchase orders or payment automation with workflow and data capture. A detailed overview of the current SageAPA SaaS Services and system features and functions is located on: [www.beanworks.com/sageapa-service-offering/](http://www.beanworks.com/sageapa-service-offering/). The SageAPA SaaS Services may be changed from time to time; provided that the Company shall provide at least 60 days prior notice if such changes materially decrease the service functionality or features provided to Customer. The breadth and level of these services can vary depending on which accounting software the customer uses. All data and image files are retained by the Company for a standard period of 7 years. Further storage periods beyond 7 years may be requested by Customer and shall be subject to a fee determined by the Company.
- 2.3 Restrictions on Use. Customer acknowledges and agrees that it is responsible for the compliance by all Users with this Agreement, any guidelines and policies published by Company from time to time and the activities of all Users on the SageAPA SaaS Services. Without limiting the generality of any of the foregoing, except as otherwise provided for in this Agreement, Customer must not itself, and will not permit others to:
  - (i) sub-license, sell, rent, lend, lease or distribute the SageAPA SaaS Services or any intellectual property rights therein or otherwise make the SageAPA SaaS Services available to others;

- (ii) use the SageAPA SaaS Services to permit timesharing, service bureau use or commercially exploit the SageAPA SaaS Services;
- (iii) use or access the SageAPA SaaS Services in violation of any applicable law or intellectual property right, in a manner that threatens the security or functionality of the SageAPA SaaS Services, or for any purpose or in any manner not expressly permitted in this Agreement;
- (iv) use the SageAPA SaaS Services to create, collect, transmit, store, use or process any Customer Data:
  - (A) that contains any 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;
  - (C) that violates any applicable laws, or 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 SageAPA SaaS Services;
- (vi) reverse engineer, de-compile or disassemble the SageAPA SaaS Services;
- (vii) remove or obscure any proprietary notices or labels on the SageAPA SaaS Services, including brand, copyright, trademark and patent or patent pending notices;
- (viii) access or use the SageAPA 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 SageAPA SaaS Services.

2.4 Suspension of Access; Scheduled Downtime; Modifications. Company may, at its discretion:

- (i) suspend Customer's access to or use of the SageAPA SaaS Services or any component thereof:
  - (A) for scheduled maintenance;
  - (B) if Customer or any User violates any material provision of this Agreement;
  - (C) to address any emergency security concerns;

- (ii) Company strives to maintain availability uptime of 99.9% per month. Planned maintenance window, if needed, will be between 5:30 PM PST - 5:00 AM PST (not to exceed more than ten (10) hours per month) and is not considered downtime.
- (iii) Modify the SageAPA SaaS Services; provided that the Company shall provide at least 60 days prior notice if such changes materially decrease the service functionality or features provided to Customer.

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

### **3. Ownership; Reservation of Rights**

- 3.1 Customer retains all ownership and intellectual property rights in and to Customer Data. Customer grants to Company a nonexclusive, worldwide, royalty-free, fully paid-up right to use, process and transmit Customer Data solely for the purpose of allowing Company to provide the SageAPA Services. Company may collect and analyze data and other information relating to the provision, use and performance of the SageAPA Services and related systems and technologies (including, without limitation, information confirming Customer Data and data derived therefrom), and during and after the Term of this Agreement, Company may: (i) use such data and information to improve and enhance the SageAPA Services and for other development, diagnostic and corrective purposes in connection with the SageAPA Services and other Company offerings; and (ii) disclose such data solely in aggregated or other de-identified form in connection with its business.
- 3.2 Company or its licensors retain all ownership and intellectual property rights in and to: (i) the SageAPA Services; (ii) anything developed or delivered by or on behalf of Company under this Agreement; and (iii) any Modifications to the foregoing (i) and (ii).
- 3.3 All rights not expressly granted by Company to Customer under this Agreement are reserved.

### **4. Software Installation and Updates**

SageAPA includes the following features, which may require installation to be run directly on Customer's systems: (a) a sync tool, which automatically extracts data (such as vendor names and addresses) from Customer's specific accounting software, syncs and transfer such data with SageAPA; and (b) an auto-updater, which periodically checks for new versions of the sync tool from Company, automatically removes the current version of the sync tool from Customer's systems, and downloads and installs the new version of the sync tool directly onto Customer's systems. As a result, Company Software, including such sync tool and auto-updater, may automatically download and install updates and upgrades from time to time from the Company. These updates are designed to improve, enhance and further develop Company Software and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Customer consents to the installation of Company Software, including updates and

upgrades (and authorizes Company to deliver these to Customer) as part of Customer's use of Company Software. Customer may withdraw consent by ceasing to use Company Software. Customer acknowledges that Company Software causes Customer's systems to communicate with Company for the purposes described above.

## 5. Privacy

Customer agrees (on Customer's behalf and on behalf of each User) to Company's access, use, collection, storage and disclosure of Customer's and each User's Personal Information for the purposes authorized under this Agreement. Customer understands that Personal Information, including the Personal Information of Users, will be treated in accordance with Company's privacy policy located at <https://www.beanworks.com/privacy-policy> (the "Privacy Policy").

## 6. Customer User Account

Upon Customer's request, Company will issue one user 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 SageAPA SaaS Services (each, a "User"). Customer will ensure that Users only use the SageAPA Software or SageAPA SaaS Services through the Customer User Account. Customer will not allow any Users to share the Customer User Account with any other person. Customer will promptly notify Company of any actual or suspected unauthorized use of the SageAPA Software or SageAPA SaaS Services. Company 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.

## 7. Support

- 7.1 Hours and Contacts. Customer will generally have access to Company's technical support: (i) via telephone at: 1 (877) 959 2326 x 115 from 6:00 am PST to 5:00 pm PST from Monday to Friday, excluding New Years' Day, Labour Day, and Christmas Day; and (ii) via email at [support@sageapa.com](mailto:support@sageapa.com).
- 7.2 Response Times: Company will strive to adhere to the following response times: During the specified support hours phone calls and voicemails will be answered within 2 hours, and emails within 4 hours. There is no phone support outside the specified hours and any inquiries are answered the next business day, although emails are monitored for emergencies and outages.
- 7.3 Resolution Times: Company will make best effort to resolve reported issue in the following timelines based on their severity levels. LEVEL 1: System failure impacting all users at one or more major sites or an incident that impacts an essential service and where there is no available work around: within two hours. LEVEL 2: System failures impacting all users, major system performance degradation, which leaves all or most end users (i.e. 75%) severely affected and forced to invoke a contingency plan, or complete system failure impacting a large number of users: within four hours. LEVEL 3: A sporadic or isolated challenge impacting a single customer that does not prevent the customer from successfully

using the software: less than one week. LEVEL 4: Non-customer affecting issues or challenges problems with viable work arounds: next major release cycle.

## 8. **Fees**

Customer will pay to Sage the fees set out in Sage's pricing order form or other written pricing document applicable to the SageAPA Services, and will comply with applicable payment terms set out therein. Payments processed through SageAPA are subject to per transaction fees based on payment method and/or currency and paid to either Beanworks Solutions Inc. or directly to the payment processor, as applicable, based on the fee schedule set out at: [www.beanworks.com/beanpay-fees/](http://www.beanworks.com/beanpay-fees/), which fee schedule may be changed from time to time. All fees are subject to applicable taxes.

## 9. **Onboarding Services**

Company may make onboarding services, including training and other related services, available to Customer, as requested by Customer from time to time, and as agreed to in nature and in scope by Company (collectively, “**Onboarding Services**”). Unless otherwise indicated on the Sage Order form, onboarding services are included as part of the overall service agreement with Sage and are not billable separately by the Company. This is subject to change with notice from Sage.

## 10. **Confidential Information**

10.1 **Definitions.** For the purposes of this 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**” means information marked or otherwise identified in writing by a Party as proprietary or confidential, or information that, under the circumstances surrounding the disclosure, the Recipient should recognize as being confidential; 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.

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

precautions that the Recipient takes to protect its own Confidential Information of a similar type.

- 10.3 Exceptions to Confidentiality. Notwithstanding Section 10.2, 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 Company, to potential assignees, acquirers or successors of Company 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 Company.
- 10.4 Feedback. Customer may from time to time provide suggestions, comments or other feedback ("**Feedback**") to Company with respect to Confidential Information provided originally by Company including the SageAPA Services. Customer agrees that all Feedback is and will be given entirely voluntarily. Feedback, even if designated as confidential by Customer, will not, absent a separate written agreement, create any confidentiality obligation for Company. Customer will not give Feedback that is subject to license terms that seek to require the SageAPA SaaS Services or SageAPA Software, or any Company intellectual property, to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the Parties, Company will be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

## 11. Warranty; Disclaimer; Indemnity

- 11.1 Customer Warranty. Customer represents and warrants to, and covenants with Company that the Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures (including to each User), obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable laws, to enable Company to provide the SageAPA SaaS Services, including with respect to the collection, storage, access, use, disclosure and transmission of Personal Information, including by or to Company and to or from all applicable third parties.
- 11.2 Company Warranty. Company covenants that it shall use commercially reasonable efforts to prevent the transmission to Customer's systems of any worms, malicious code, or any software intended to damage or alter a computer system or data, including through Company's use of an industry-standard anti-virus tool to scan Company's system for computer viruses.

- 11.3 GENERAL DISCLAIMER. COMPANY DOES NOT WARRANT THAT THE SAGEAPA SAAS 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 SAGEAPA SAAS SERVICES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SAGEAPA SAAS SERVICES (OR ANY PART THEREOF), AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY COMPANY TO CUSTOMER ARE PROVIDED “AS IS” AND “AS AVAILABLE”.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY 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 QUALITY, 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, COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER’S USE OF THE SAGEAPA SAAS SERVICES (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

- 11.4 Customer Indemnity. Customer will defend, indemnify and hold harmless Company, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns (collectively, “**Company Parties**”) against any and all third party (including Users) liability (including damages, recoveries, deficiencies, interest, penalties and legal fees) suffered or incurred by a Company Party, directly or indirectly arising from or in connection with: (i) Customer providing Customer Data to Company without having secured all required consents and approvals and (ii) Customer’s breach of any of Customer’s obligations, representations or warranties under this Agreement; or (iii) use of the SageAPA SaaS Services (or any part thereof) by Customer or any User in combination with any third party software, application or service. Company will fully cooperate with Customer in the defense of any claim defended by Customer pursuant to its indemnification obligations under this Agreement and Customer will not settle any such claim without the prior written consent of Company, such consent not to be unreasonably withheld or delayed.
- 11.5 Company Indemnity. Company will defend, indemnify and hold harmless Customer, its employees, officers, directors, affiliates, agents, contractors, customers, successors, and assigns (collectively, “**Customer Parties**”) against any

and all third party liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), suffered or incurred by Customer Parties directly or indirectly arising from or in connection with or relating to: (i) any third party alleging that the SageAPA SaaS Services or SageAPA Software infringes, violates or misappropriates any intellectual property right of any such third party or (ii) Company's breach of any of Company's obligations, representations or warranties under this Agreement. **Customer** will fully cooperate with Company in the defense of any claim defended by Company pursuant to its indemnification obligations under this Agreement and Company will not settle any third party claim without the prior written consent of Customer, such consent not to be unreasonably withheld or delayed.

11.6 In the event of any third-party claims against Customer in respect of the use of the SageAPA SaaS Services or SageAPA Software, Company, at its option and cost, will also:

- (i) obtain the right to use the SageAPA SaaS Services or SageAPA Software without obligation on the part of any Customer to the owner of the allegedly infringed intellectual property rights; or
- (ii) Modify or replace the SageAPA SaaS Services or SageAPA Software, without materially diminishing or degrading the usefulness or functionality thereof, to become non-infringing at Company's sole expense.

If neither of the options in Section 11.6(i) or 11.6(ii) is available, Company may terminate this Agreement and refund to Customer any fees received by Company for which SageAPA Services have not been performed as of the date of termination.

## **12. 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:

- 12.1 AMOUNT. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF COMPANY IN CONNECTION WITH OR UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF FEES RECEIVED BY COMPANY WITH RESPECT THE PROVISION OF THE SAGEAPA SERVICES PURSUANT TO THIS AGREEMENT 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 THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT WILL COMPANY'S THIRD-PARTY SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

12.2 TYPE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY USER FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST SAVINGS, PROFIT, DATA, USE, OR 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 ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

### 13. Term and Termination

- 13.1 Term. This Agreement will commence on the Effective Date and continue to be in effect for the period in which Company receives payment or the period for which fees are prepaid by Customer (the “**Term**”). If fees are prepaid, Customer may extend the Term by paying additional prepaid fees prior to expiry of the initial period.
- 13.2 Termination for Convenience. Either Party may terminate this Agreement at any time by providing advance written notice of not less than 30 days to the other Party.
- 13.3 Termination for Cause. Either Party may, in addition to other relief, suspend or terminate this Agreement if the other Party commits a material breach of any provision of this Agreement and fails within 30 calendar days after receipt of notice of such breach to correct such material breach.
- 13.4 Data Extraction. Company will make accessible Customer Data for extraction during the Term and for 90 days thereafter.
- 13.5 Survival. The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason: Section 3 (Ownership; Reservation of Rights), Section 5 (Privacy), Section 8 (Fees), Section 10 (Confidential Information), Section 11 (Warranty; Disclaimer; Indemnity), Section 12 (Limitation of Liabilities), Section 13.5 (Survival), and Section 14 (General Provisions).

## 14. General Provisions

- 14.1 Notices. Notices sent to either Party will be effective when delivered 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 in writing and sent: (i) if to Company, to the following address:

Beanworks Solutions Inc.  
 Suite 300, 311 West Pender Street  
 Vancouver, British Columbia V6B 1T3  
 Canada

Attention: Customer Experience Team  
 Email: [support@sageapa.com](mailto:support@sageapa.com)

and (ii) if to Customer, to the current postal or email address that Company has on file with respect to Customer. Company 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 Company current at all times during the Term.

- 14.2 Assignment. Customer will not assign this Agreement to any third party without Company's prior written consent. Company may not assign this Agreement or any rights under this Agreement to any third party without Customer's consent. Any assignment in violation of this Section will be void. This Agreement will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.
- 14.3 Choice of Law. This Agreement and any action related thereto will be governed by and construed in accordance with the substantive 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 this 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 this Agreement. This choice of jurisdiction does not prevent Company from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- 14.4 Export Restrictions. Customer will comply with all export laws and regulations that may apply to its access to or use of the SageAPA SaaS Services.
- 14.5 Construction. Except as otherwise provided in this Agreement, the Parties' rights and remedies under this Agreement are cumulative. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference

purposes only and have no substantive effect. The terms “consent” or “discretion”, when used in respect of Company in this Agreement means the right of Company to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to Customer.

- 14.6 Force Majeure. Neither Party will be liable for delays caused by any event or circumstances beyond Company’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 Company’s employees), Internet service failures or delays, or the unavailability or Modification by third parties of telecommunications or hosting infrastructure or third-party websites,
- 14.7 Severability. Any provision of this Agreement found by a tribunal or court of competent jurisdiction to be illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect.
- 14.8 Waiver. A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- 14.9 Independent Contractors. Company’s 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 will not represent to any third party that it has, any authority to act on behalf of the other Party.
- 14.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations or other communications, whether written or oral.
- 14.11 Amendments. Subject to the following sentence, no amendment, supplement, modification, waiver, or termination of this Agreement and, unless otherwise expressly specified in this 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, COMPANY MAY UNILATERALLY AMEND THIS AGREEMENT, IN WHOLE OR IN PART (EACH, AN “AMENDMENT”), BY: (I) GIVING CUSTOMER PRIOR NOTICE OF SUCH AMENDMENT; OR (II) POSTING NOTICE OF SUCH AMENDMENT ON THE WEBSITE. UNLESS OTHERWISE INDICATED BY COMPANY, 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 Company amends Section 13.2 to remove the right of termination for convenience, Customer may terminate the Agreement without penalty within 30 days of such amendment.

- 14.12 English Language. It is the express wish of the Parties that this 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.