



Client Subscription Agreement

This Client Subscription Agreement is made as of [REDACTED] between SpryPoint Services, Inc ("SpryPoint") a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and [REDACTED] ("Client") with offices at [REDACTED].

Whereas (a) [REDACTED] ("Reseller") is an authorized reseller of the software-as-a-service products of SpryPoint; (b) Client has acquired a subscription from Reseller (the "Subscription") for the Service (i) in the manner that SpryPoint makes the Service available to its subscribers, and (ii) for the consideration and on the other terms and conditions agreed between Client and Reseller; and (c) this Agreement governs Client's access to and use of the Service, the parties agree as follows.

The exhibits and schedules attached hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

SpryPoint provides the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Main body of this Agreement
2. Exhibit A – Service Level Agreement
3. Exhibit B – Data Processing Exhibit

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Client Subscription Agreement, including any exhibits hereto.

"Authorized Named User" means an end user of the Client that has been given access by Client to use the Services.

"Authorized Parties" means Clients' or an authorized Affiliate's Employees and third-party providers authorized to access Client's Tenants and/or to receive Client Data by Client (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process.

"Confidential Information" refers to the following types of material or content one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any information Discloser marks or designates as "Confidential" at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the



nature of the information and the circumstances surrounding such disclosure Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

"Client Data" means Client's data obtained, used in, or stored as the result of the use of the Services, including (a) data collected, used, processed, stored, or generated by the Client as the result of the use of the Service, and (b) any information that is related to an identified or identifiable individual and has been provided by Client or its Affiliates as Client Data within the SpryPoint Service to enable SpryPoint to process the data on its behalf. Client Data is and shall remain the sole and exclusive property of Client and all right, title, interest in same is reserved to Client.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or the Service offered by SpryPoint.

"Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Malicious Code" means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs.

"Messaging Service" means SpryPoint's alerts, notifications, communications, campaigns & messaging capabilities provided with the Service.

"Security Breach" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of Client Data to an Authorized Party or SpryPoint or incidental access to Client Data by an Authorized Party or SpryPoint, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (b) any security breach (or substantially similar term) as defined by applicable law.

"Service" means the combination of SpryPoint's software-as-a service applications as described in the Documentation and subscribed to by Client from Reseller.

"Service Level Agreement" (SLA) means SpryPoint's standard Service Level Availability policy which may be updated from time to time. No update shall materially diminish SpryPoint's responsibilities under the SLA.



“Tenant” means a unique instance of the Service, with a separate set of Client data held by SpryPoint in a logically separated database.

“Updates” means all updates, improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by SpryPoint and made generally available for Production use.

1. Provision of Service.

1.1 SpryPoint Obligations. During the Term, SpryPoint shall make the Service and Updates available to Client in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. SpryPoint shall not use Client Data except to provide the Service, or to prevent or address service or technical problems, verify Service Updates, in accordance with this Agreement and the Documentation, or in accordance with Client’s instructions and shall not disclose Client Data to anyone other than Authorized Parties in accordance with this Agreement.

1.2 Client Obligations. Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Client is responsible for all Authorized Party use of the Service and compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (x) use the Service in violation of applicable Laws; (y) in connection with the Service, send or store infringing, obscene, threatening or otherwise unlawful or tortious material, including material that violates privacy rights; (z) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Client shall designate named contacts (up to the maximum number permitted by SpryPoint) to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint product(s) for which they initiate support requests. Client shall be liable for the acts and omissions of all Authorized Parties and Client Affiliates relating to this Agreement.

1.3 Acceptable Use. Client acknowledges and agrees that SpryPoint has no obligation to monitor the content of communications or data of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client is solely responsible (a) ensuring that the disclosure and use of data, content and information provided to SpryPoint does not violate any applicable law or misappropriate, infringe or violate the Intellectual Property Rights of any third party and (b) for the appropriate use of any reports and other materials prepared by Client in a manner that will not violate any applicable law or misappropriate, infringe or violate the Intellectual Property Rights of any third party. Client agrees not to post or upload any content or data which (x) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (y) violates the rights of others, such as data



which infringes on any Intellectual Property Rights or violates any right of privacy or publicity; or (z) otherwise violates any applicable law. SpryPoint may (but is not obligated to) review any content posted or transmitted through the Services and remove any prohibited content, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.

2. Resale Arrangement.

2.1 Reseller Obligations. Client acknowledges and agrees that (a) Client is contracting directly with Reseller for the Subscription and related services; (b) SpryPoint is not a party to, or bound by, any of Client's arrangement(s) or agreement(s) with Reseller; and (c) SpryPoint will have no obligations or liability to Client (and Client will have no recourse against SpryPoint) in respect of such arrangement(s) or agreement(s).

2.2 Non-Payment and Suspension of Service. Under the terms and conditions of SpryPoint's agreement with Reseller (the "Reseller Agreement"), SpryPoint is entitled to suspend or terminate the Subscription if (a) SpryPoint is notified by Reseller of Client's failure to pay amounts to Reseller when due with respect to the Subscription or related services, or (b) Reseller fails to pay amounts to SpryPoint when due under the Reseller Agreement with respect to the Subscription or related services. Client acknowledges and agree that SpryPoint will have no liability to Client of any kind with respect to any such suspension or termination of the Subscription and Client's sole recourse with respect to any such suspension or termination of the Subscription will be against Reseller.

2.3 Additional Users. SpryPoint will be automatically notified when new users are added to Service for Client. If the number of active users, not including archived users, exceeds the number permitted under the Subscription, SpryPoint will notify Reseller so it may invoice Client for any incremental user additions during the calendar month.

2.4 Assignment of Subscription. Under the terms of the Reseller Agreement, the Subscription may be assigned to SpryPoint in connection with the expiration or termination of the Reseller Agreement. You agree that if the Subscription is assigned to SpryPoint, Client's continued rights to access and use the Service will be subject to SpryPoint's then standard Master Subscription Agreement and Client consents to the application of such terms and conditions, including without limitation, the billing and payment provisions contained therein.

3. Proprietary Rights

3.1 SpryPoint Intellectual Property Rights. SpryPoint retains all right, title, and interest in and to the Service, Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service. under this Agreement and an applicable Statement of Work. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to (a) reverse engineer, modify or copy the Service or Documentation or create any derivative works based on the Service and



Documentation; (b) copy and features, functions, interfaces, integrations or graphics of the Service or Documentation; (c) access the Service or Documentation in order to build any commercially available product or service; or (d) publicly disclose any benchmark or performance information about the Service.

3.2 Client Rights. SpryPoint hereby grants Client's Authorized Named Users (and those of Client's Affiliates and Authorized Parties) a non-exclusive, non-transferable, non-perpetual limited right to use the Service and Documentation, solely for the internal business purposes of Client and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement.

3.3 License to Host Client's Data. Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit and display Client's Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title or interest from Client under this Agreement in or to Client's Data.

3.4 License to use Client's Feedback. Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other Client feedback relating to the Service ("Client Input"). SpryPoint shall have no obligation to make Client Input an Improvement.

3.5 Statistical Information. SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, provided that such information does not identify Client Data or include Client's name.

4. Confidentiality

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Nondisclosure. A party shall not use Confidential Information for any purpose other than to facilitate this Agreement. A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and executes a nondisclosure agreement with Recipient (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.

4.3 Protection. Each party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care.

4.4 Injunctive Relief. Recipient agrees that breach of Confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a recipient



discloses or uses any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to injunctive relief to enjoin such acts.

- 4.5 Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title and interest in and to all Confidential Information.

5. Data Privacy & Security

- 5.1 SpryPoint use of Data.** Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. SpryPoint shall keep and maintain Client Data in strict confidence and shall not allow any third parties to use, disclose, or access Client Data without Client's prior written consent. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.
- 5.2 Data Security.** Each Party shall be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Client Data; protect against any anticipated threats or hazards to the security of Client data, protect against unauthorized disclosure, access to, or use of Client Data, ensure the proper disposal of Client Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.
- 5.3 Unauthorized Disclosure.** If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused by it. As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpryPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

6. Warranties & Disclaimers

6.1 From SpryPoint.

- a) Function:** SpryPoint represents and warrants that, during the Term, the Service will perform materially in accordance with the Documentation.
- b) Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
- c) Malicious Code:** SpryPoint represents and warrants that to the best of its knowledge, the Service does not contain any Malicious code. SpryPoint further warrants that it will not knowingly introduce any Malicious Code into the Service.



6.2 From Both Parties. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation know to it would have a material adverse impact on its ability to perform as required hereunder.

6.3 Warranty Remedies. In the event of a breach of the warranty as set forth in Section 6.1, or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies after good-faith efforts, SpryPoint shall refund Client amounts paid that are attributable to the defective Service from the date SpryPoint received such notice through the date of remedy, if any. At no time shall the refund exceed the amount of the subscription fees actually paid by Client to Reseller in consideration for the Subscription during the twelve (12) months preceding the claim.

6.4 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 6.1 AND 6.2 ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification

7.1 Indemnification. SpryPoint shall protect, defend, hold harmless and indemnify Client harmless against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims") made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights; provided, however, that Client; (a) promptly gives written notice of the Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (u) Client's breach of this Agreement; (v) revisions to the Service made without SpryPoint's written consent; (w) Client's failure to incorporate Upgrades that would have avoided the alleged infringement; (x) Modification of the Service by Client, its Employees, or Authorized Parties in conflict with Client's obligations (y) Unauthorized use of the service by third parties; or (z) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at



either party's option and SpryPoint's sole liability shall be to refund any prepaid fees it has received for the Service in respect of the Subscription that were to be provided after the effective date of termination.

8. Limitation of Liability

8.1 Liability Cap. SpryPoint's liability arising out of or related to this Agreement shall in no event exceed an amount equal to the amount of the subscription fees paid by Reseller to SpryPoint for the Subscription within the twelve (12) months preceding the claim.

8.2 Limitation of Liability for Loss of Information Security. Notwithstanding anything else herein, in no event will the aggregate liability of SpryPoint, SpryPoint's Personnel, Permitted Subcontractors, or other persons or entities acting on behalf of SpryPoint, arising in connection with a Security Breach, exceed the amount received by SpryPoint from Reseller for the Subscription in the twelve (12) months preceding the claim.

8.3 Clarifications & Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY RESELLER TO SPRYPOINT IN CONSIDERATION FOR THE SUBSCRIPTION DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

8.4 Exclusion of Damages. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS ARE EXCLUDED AS SPRYPOINT'S LOST PROFITS.



9. Term and Termination

- 9.1 Term of Agreement.** The term of this Agreement will commence on the date Reseller accepts Client's order for the Subscription and will continue until the earlier of (a) termination of this Agreement and (b) termination or expiration of the Subscription in accordance with Client's agreement with Reseller.
- 9.2 Termination for Default.** Either party may terminate this Agreement (a) upon thirty (30) days prior written notice in the event of a material breach by the other party if such breach remains uncured at the expiration of such notice period, or (b) immediately upon written notice in the event of a material breach by the other party of Section 4 or if the other party misappropriates, infringes or violates the Intellectual Property Rights of the first party.
- 9.3 Effect of Termination.** Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise using the Service. Neither the expiration nor the earlier termination of this Agreement will release either of the parties from any obligation or liability that accrued prior to the expiration or termination.
- 9.4 Access to Client Data.** Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to sixty (60) days. After 60 days, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

10. Messaging.

- 10.1 Supplemental Messaging Terms.** If Client elects to use SpryPoint's Alerts, Notifications, Communications, Campaigns & Messaging capabilities ("Messaging Service") provided with the Service the following supplemental terms ("Messaging Terms") will apply. For avoidance of doubt, Messaging Terms apply to all SpryPoint applications within the Service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications.
- 10.2 Responsibility & Risk.** Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service
- 10.3 Messaging Indemnity.** Client shall hold harmless, defend and indemnify SpryPoint and Reseller and their officers, directors, employees, contractors and representatives from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties and attorney's fees arising out of or relating to the Messaging Service or any breach by Client of the Agreement including without limitation, these Messaging Terms, except in the event of SpryPoint's willful misconduct.



10.4 Compliance. SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to the Messaging Service notwithstanding any provision to the contrary.

11. Miscellaneous

11.1 Independent Contractor. SpryPoint and all persons(s) employed by or contracted with SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Client. SpryPoint has full rights to manage its employees in their performance of the Service under this Agreement. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

11.2 Piggyback. It is understood and agreed by Client and SpryPoint that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with SpryPoint, be invoiced therefrom and make its own payments to SpryPoint in accordance with the terms of the contract established between the new governmental entity and SpryPoint. It is also hereby mutually understood and agreed that Client is not a legally bound party to any contractual agreement made between SpryPoint and any entity other than Customer.

11.3 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Delaware. Each party to this Agreement irrevocably submits to the jurisdiction of, and venue in, the district courts of the United States sitting in the State of Delaware or the courts of the State of Delaware and waives any objection based on forum non conveniens.

11.4 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon the third business day after first class mailing or the next business day after being sent by a nationally recognized overnight courier. Either party may from time to time give notice to the other party of a substitute address, which from the date the notice is given will supersede for purposes of this Section 11.3 any previous address specified for the party giving the notice.

Notices to the Client shall be sent to:

<Enter Client's notice contact information>

Notices to SpryPoint shall be sent to:

Nick Stone
Chief Financial Officer
45 Queen Street – Suite #401
Charlottetown, PE C1A 4A4



11.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right.

11.6 Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.7 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld). Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Client have the right to assign this Agreement to a direct Competitor of SpryPoint. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8 Severability. To the extent permitted by the law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

11.9 Publicity. Except as set forth herein, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client, SpryPoint is authorized to use Client's name and logo in lists of Clients and on its website, however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from SpryPoint.

11.10 Amendment. This Agreement may only be amended in writing by authorized representatives of each party.

11.11 Execution in Counterparts: This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.



<CLIENT NAME>	SpryPoint Services, Inc.
Signature:	Signature:
Name:	Name: Nick Stone
Title:	Title: Chief Financial Officer
Date Signed:	Date Signed:



SpryPoint Services, Inc.

Exhibit A – Service Level Agreement

1. Introduction and Overview

SpryPoint's applications are delivered as a service in the cloud. Integrating software development and support is the optimal way to serve customers. SpryPoint's Customer Success Team works with the product engineers that build, implement, test, and maintain our applications.

This Service Agreement defines the general technology as well as the scope of the Ongoing Production Support Services for SpryPoint's software-as-a-service. At a high level, this includes:

- Application support and maintenance
- Management of updates and enhancements
- Technology infrastructure management
- Backup and recovery
- High availability, disaster recovery, and business continuity
- Database management
- Network configuration and monitoring
- Security
- Operations and service delivery management
- Help desk/support
- Reporting/Performance measurement tools

These Services may be supplemented by change requests agreed upon by the parties in writing.

This Agreement describes the responsibilities of all parties, the scope, and approach to the delivery of the services specified herein ("the Services").

The transition to the Customer Success team will occur when:

- All severity 1 and 2 issues have been resolved
- All severity 3 issues have a defined plan for resolution
- The Post Go Live Support as defined in the Statement of Work is complete
- A finalized punch-list of any outstanding items has been created and responsibilities assigned

The transition involves:

- Formal knowledge transfer between SpryPoint's Service Delivery and Customer Success Teams



- An introductory meeting with the client, SpryPoint's Project Manager and SpryPoint's Customer Success Team.

This Agreement is specific to SpryPoint's software-as-a-service applications operating in a production environment as described in the current Pricing Schedule incorporated as part of this Agreement. Any non-production or test environments are expressly excluded from this or any other Service Agreement.

2. Definitions

These terms shall have the following meanings whenever used in this Agreement.

"Assist" means the party which may provide input into a task and/or be consulted before a decision or action is performed.

"Business Hours" means 8:00 a.m. – 4:00 p.m. Eastern Time, Monday – Friday (excluding holidays)

"Demarcation Point" means the outermost point of connectivity to the Service(s) public or private endpoints such as the data centers, infrastructure, and applications provided by SpryPoint.

"Environment" – provides resources and services over the Internet and access through a web browser or client software.

- **Production Environment** – is where the latest version of the SpryPoint application is deployed and available to the intended users.
- **Staging Environment** – an environment, used for testing, that mirrors the production environment as closely as possible.

"Impact" – means the influence of an event on the organization or organization's customers.

"Issue" – is a disruption to everyday operations that may or may not have significant consequences.

"Lead"– means the party with final decision-making authority, accountability, and responsibility for task completion; this party needs to make sure the work gets done.

"Outage" – means the total minutes the service is unavailable outside the scheduled maintenance window.

"Response Time" – means the number of Support Hours in which a member of the SpryPoint team will respond to a new issue.

"Resolution Target" – means the number of Business Hours in which an issue should be resolved following the identification of its root cause.

"Update Frequency" – means the number of Support Hours in which the SpryPoint team will provide an update to an unresolved issue.



“Scheduled Maintenance” means the total minutes of planned maintenance activities per month. Currently, scheduled maintenance is 4 hours for weekly maintenance and 4 hours for monthly maintenance. Maintenance windows are defined further in System Maintenance and are subject to change on 30 days’ notice from SpryPoint.

“Severity” – is used to understand the impact of an issue quickly and set priorities for resolution target and is measured by how severely the issue is affecting functionality.

“Support Hours” – mean 8:00 a.m. – 8:00 p.m. Eastern Time, Monday – Friday (excluding holidays)

“Support Request” – means a request to support the resolution of an issue when further assistance is needed from technical experts.

“Tiers” – represents the complexity of the issue reported.

“Total” – means the total minutes the service is available less those exceptions listed under Service Availability.

3. Scope of Service/Responsibilities

3.1. Ongoing Support and Subscription Services

3.1.1. Application Support

The table below describes the application support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Provide Tier 1 help desk and application support such as, user password management	Assist	Lead
Attempt to resolve Tier 1 issues using existing knowledge base	Assist	Lead
Maintain and update SpryPoint’s knowledge base and other documentation	Lead	N/A
Service Request Management		
Provide technical and functional troubleshooting for Tier 2 issues	Lead	Assist
Work with Client to determine if an issue is for new system functionality (change) or requires assistance (bug)	Lead	Assist
Provide a web-based system for issue tracking	Lead	N/A
Work with Client to assign proper severity of issue based on definitions	Lead	Assist
Provide issue tracking and reporting	Lead	N/A
Work with client to resolve Tier 2 and Tier 3 issues	Lead	Assist
Monitor, measure, and report on the status of Tier 2 and Tier 3 issues	Lead	Assist
Resolve Tier 2 and Tier 3 issues	Lead	Assist



Item	Responsibility	
	SpryPoint	Client
Provide analysis of recurring issues and establish a resolution or work around for such issues.	Lead	Assist
Work with Client in reporting and resolving unplanned outages of any component or environment.	Lead	Assist
Provide root cause feedback for all Severity Level 1 issues	Lead	Assist
Escalate issues as needed	Lead	Assist
Promptly report outages and service interruptions	Lead	Assist
Application Support		
Provide application support to the functional process owners	Lead	Assist
Address functional issues and questions involving “how to” raised by end-users	Assist	Lead
Work with departments to leverage software to streamline business processes	Assist	Lead
Assist with system functionality and process flow questions for software and reports	Assist	Lead
Provide functional support for first time processing of critical client business processes	Lead	Assist
Focused functional process support (i.e., end of year processing)	Assist	Lead
Maintain application releases of the current software in the production environment	Lead	N/A
Assist in reporting product issues to software vendor support and obtaining resolution	Assist	Lead
Provide availability management and support	Lead	N/A
Provide maintenance and support for all integrations	Lead	Assist
Provide maintenance and support for all reports	Lead	Assist
Provide maintenance and support for all scheduled jobs	Lead	Assist
Provide functional testing support	Assist	Lead
Deploy required application software	Lead	N/A
Provide post-deployment verification testing of required software	Lead	Assist
Security Administration		
Provide application security maintenance and administration	Lead	N/A
Conduct user access management and review	Assist	Lead
Maintain and support firewall subsystem software components where applicable (e.g., patches and software upgrades) on Client hardware and software	N/A	Lead
Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure	Lead	Assist



3.1.2. Operational Support

The table below describes the operational support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Hosting Services		
Provide hosting services	Lead	N/A
Provide for a replicated system architecture	Lead	N/A
Provide disaster recovery services including system and data restoration	Lead	N/A
Conduct periodic testing of the disaster recovery solution	Lead	N/A
High availability and continuity of the service including load balancing to redirect traffic, multi-zone databases, auto-scaling instances based on application and processing load	Lead	N/A
Provide for secure transmission of data being stored and/or archived	Lead	N/A
Provide toll-free support line	Lead	N/A
Provide hosting services	Lead	N/A
Database Management		
Perform database administration	Lead	N/A
Perform database monitoring	Lead	N/A
Perform database tuning	Lead	N/A
Perform database security	Lead	N/A
Perform database procedures	Lead	N/A
Perform scheduled maintenance procedures	Lead	N/A
Perform database patching and updates/service packs	Lead	N/A
Communicate patch and update impact analysis	Lead	N/A
Perform database capacity planning	Lead	N/A
Perform database refresh/clones	Lead	N/A
Perform database backup and recovery	Lead	N/A
Perform any data purging or archiving as required	Lead	N/A
Release Management		
Assess impacts of new releases to the environment	Lead	Assist
Perform Client-requested periodic refreshes of the non-production environments from the production environment up to twice per calendar month	Lead	Assist
Perform application upgrades	Lead	Assist
Perform maintenance pack installations	Lead	Assist
Perform emergency release updates as needed.	Lead	Assist
Access Management		
Manage administrative user access to the environments	Assist	Lead
Manage user access at the operating level	Assist	Lead
Manage application users and their access to the various environments	Assist	Lead
Performance Management		
Monitor system performance	Lead	N/A



Item	Responsibility	
	SpryPoint	Client
Monitor application performance	Lead	N/A
Monitor scheduled job performance	Lead	Assist
Analyze performance related issues to identify factors impacting performance	Lead	Assist

3.1.3. Technology Infrastructure Services

The table below describes the technology infrastructure functions provided in the services and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Review and resolve technical issues with the system	Lead	Assist
Assist with system debugging and issue resolution	Lead	Assist
Resolve system technical issues with scheduled jobs and reports	Lead	Assist
Answer technical questions for day-to-day maintenance	Lead	Assist
Perform system administration	Lead	Assist
Provide system monitoring and tuning	Lead	Assist
Provide system capacity planning	Lead	Assist
Provide storage capacity planning	Lead	Assist
Provide workload management and support	Lead	Assist
Perform infrastructure maintenance and support	Lead	Assist
Manage the testing of all application and system changes prior to applying to production	Lead	Assist
Perform updates/service packs on application infrastructure	Lead	N/A
Perform system patching and updates/service packs (desktop)	N/A	Lead
Provide change bundling analysis to reduce the frequency and length of time required to apply changes	Lead	N/A
Provide a back-out plan for changes to the various environments	Lead	N/A
Apply code patches for application software	Lead	N/A
Implement minor technology updates	Lead	N/A
Provide system maintenance scheduling and coordination	Lead	N/A
Report system outages and service interruptions	Lead	Assist
Provide infrastructure monitoring and alerting	Lead	N/A
Provide set-up, maintenance, and support for the following environments:		
Production	Lead	N/A
Staging	Lead	N/A
Sandbox (where applicable)	Lead	N/A

3.2. Billable Services

There will be instances where a client request is beyond the scope of the original contract. Any out-of-scope item is considered an enhancement or a change to the service and should be directed to our Customer Success team through regular support request options. Enhancement



requests would include new functionality and features. Change requests would include changes to the services or responsibilities of the service.

Examples of billable services that require a quote:

- Requests for new reports
- Requests for changes to current reports
- New configuration/setup
- Rate changes
- Changes to bill print/template
- Changes to forms or letters

3.3. Quote Process

The client may request additional services or modifications to the application at any time. All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to SpryPoint's Customer Success Team. They will review the request and create a quote to include the following:

- A description of the problem that needs to be solved or the issue to be addressed.
- A description of the solution to the problem or issue to be addressed, including the use/business case and/or reason for the Change and suggested solution.
- An estimated delivery time
- If applicable, any fees/cost and expenses associated the Change.

The Change must be approved by both SpryPoint and the Client before any work related to a Change is completed. The Change process is defined below.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Submit for review and approval by the Client and SpryPoint Management Team
- If not approved, no changes are completed, and the Change request is canceled
- If approved, SpryPoint will work with the client to schedule.
- Monitor and report progress on the Change
- Communicate the Change resolution

3.4. Rate Card

Any billable services to the Service beyond go-live will be performed at the then prevailing rate as published by SpryPoint on an annual basis. Any enhancements will be implemented pursuant to the change control process as outlined in the Statement of Work.



4. Performance Measurement

4.1. Support Level Definitions and Responsible Parties

Client agrees to follow escalation procedures and is responsible for Tier 1 support functions before new application or functionality related to SpryPoint services is enabled in production.

4.1.1. Client Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	• Provide application navigation tips • Perform password resets or analyze login issues • Answer questions regarding basic operation of the application • Gather information to escalate to Tier 2 support

4.1.2. SpryPoint Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	Maintain documentation to enable Client to resolve most Tier 1 support issues without requiring escalation to specialized application support.
2	In-depth technical support performed by SpryPoint to address issues outside the scope of Tier 1 issues. SpryPoint's experienced team are available to: • Assess issues • Provide solutions • Resolve issues • Create new features	Provide Tier 2 support for all SpryPoint applications which includes: • Advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting • Clearly defined points-of-contact, available to receive and appropriately respond to issues from Tier 1 support • Advice and assistance for the applications and non-programming activities in direct support of users • Advise Client personnel of estimated time to resolve an issue after root cause diagnosis • Provide status updates during issue resolution • Escalate Tier 2 support issues to Tier 3 support at our sole discretion



Tier	Definition	Description/Examples
3	A level of product and service support provided by SpryPoint resources (such as product managers or product team)	Provide Tier 3 support for all SpryPoint applications which includes: • Data fixes • Code-related troubleshooting • Bug fixes

4.2. Issue Reporting

The Client shall designate one or more power users to request and receive support services from SpryPoint. These users must be trained on the SpryPoint applications for which they initiate support requests.

To report an issue, submit a support request by:

- Support widget (must be enabled in-app)
- SpryPoint Helpdesk Portal - support.sprypoint.com
- E-mail – support@sprypoint.com
- Phone - 855.TRY.SPRY

Issue reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year.

Before reporting an issue, Client's personnel must collect as much of the following information as possible:

Criteria	Description/Examples
Date and Time	When did the issue start
Product/Function	SpryCIS – Meter Reading
General Description	Describe the issue you are experiencing as well as the expected results
Replication	How to replicate the issue
Severity	Per the severity levels defined in this document
Operating System	iOS, Android, Windows, MacOS
Device	iPad, Chromebook, Microsoft Surface, MacBook
Browser	Chrome, Safari, Edge, Firefox
Screenshots	Screenshots of the error will help with troubleshooting

Support requests are submitted to report issues. SpryPoint's Customer Success Team will address tickets according to the Severity Level. The SpryPoint team will determine the cause of the issue and begin the process for correction and/or remediation. Some possible causes of an issue to be reported are:

Bug – an error, flaw, or fault in the application that causes an incorrect or unexpected result or behavior.

Configuration Request – a change or update to the behavior of an application through a setting in the user interface.



New Feature Request – an update to the application to provide new functionality or a new feature.

Training Issue/Question – Client does not understand how or why something is behaving the way it is or needs to understand options to change the base behavior.

Performance/Service Issue – generally a high priority, high severity item that includes outages, downtime, and other issues affecting the usability of SpryPoint applications.

4.3. Issue Prioritization, Definitions, Responsible Parties, and Targets

Severity Level	Example	Response Target	Resolution Target	Update Frequency
1 Urgent	Client's business is not operational due to significant performance issues or outage, creating a substantial impact financially or by the number of customers affected. Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional. There is no immediate work around. Urgent issues have top priority until resolved Examples of Severity 1 issues include: • System is unavailable (outage) • Unable to perform a key function such as calculation of bills or billing process • A key function is malfunctioning, creating a severe financial/customer impact • Any event that impacts more than 20% of the customer base • Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint	1 hour	4 hours	1 hour
2 Critical	Client's business is operational but the ability to perform business functions is severely impacted, A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time.	2 hours	16 hours	4 hours



	A critical business function or functions is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials. Examples of Severity 2 issues include: • 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly • Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) • Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)			
3 Restricted Use	The service is experiencing an issue that can be worked around but is impacting client's efficient use of the service. The business is operational but with reduced efficiency. Examples of Severity 3 issues include: • Single account issue • Business function has a slight restriction of function of non-critical nature • A work around is required to maintain normal operations • Non-performance impacting defect	4 hours	160 hours	40 hours
4 Not Urgent	The service is fully functional but may contain a cosmetic flaw, or misspelling. There is no operational, financial, or customer impact. Examples of Severity 4 issues include:	8 hours	200 hours	Upon resolution



	• A button is out of alignment on the user interface • Question regarding configuration or functionality • General inquiries			
5	Enhancement request	16 hours	As defined in "Quote Process" section 3.3	As defined in "Quote Process" section 3.3

4.4. Triage

Based on the severity level of the support request, Client can expect a response from the SpryPoint Customer Success Team as indicated in the table above.

During this initial contact, the team has several objectives:

1. Confirm and/or clarify our understanding of the support request. Adjust reported severity level if necessary.
2. Document the use case where the issue occurs.
3. Establish a resolution plan and provide an estimated resolution time if possible.
4. If an estimated resolution time cannot be provided during the initial contact, Client will be provided with an estimate on the timeframe.
5. If the support request is Level 5 (enhancement request), Client will be contacted to discuss the use case and scope of the enhancement. An enhancement specification and quotation will be delivered.

4.5. Resolution

Issue Resolution indicates that the issue has been addressed and resolved, pending confirmation from Client's power user. If for any reason Client is not satisfied with the resolution, Client may request the issue to be re-opened.

4.6. Service Maintenance

The primary contact for the ongoing maintenance and support of the application is SpryPoint's Customer Success team. Although rare, SpryPoint may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with the Client. Whenever possible, SpryPoint will plan Scheduled Maintenance to coincide with Client's IT system maintenance windows and outside the hours of 8:00 a.m. and 4:00 p.m. Eastern Standard Time. There may be some instances where updates are required immediately or within a short timeframe to maintain the integrity or functionality of SpryPoint applications. In such cases, SpryPoint will notify Client's designated contact of unplanned system maintenance and work with Client to deploy the necessary changes during the earliest, mutually favorable time. SpryPoint will promptly notify Client's designated contact of any downtime and provide confirmation once full functionality is restored.



In extraordinary circumstances, it may be necessary to take the system offline or otherwise prevent access to applications. This would be the result of an exceptional situation (i.e., a zero-day vulnerability) where SpryPoint would take preventive action to mitigate any potential adverse impact to our clients.

4.7. Device and Operating System Support

- SpryPoint shall use commercially reasonable efforts to identify a root cause and provide technical solutions therein for any reported bugs, defects, issues, etc., provided that the Software or Services are not otherwise impaired at the start of the then-current Service Term and has been properly maintained by Client in accordance with SpryPoint's policies. SpryPoint is not required to support its applications in the following circumstances: hardware that is no longer supported by its manufacturer. (e.g., iPhone 3G, Samsung Galaxy S Captivate)
- Operating systems or versions of operating systems which are no longer supported or updated by their authors (e.g., Apple, Google, Microsoft, etc.).
- Errors that are a result of product misuse, negligence, or improper utilization of any or all part of the Software or Services.
- Issues that are a result of electrical failure, internet connections problems, and all data issues deemed to be under Client's exclusive control and responsibility including but not limited to: data input and output are outside the scope of this service level agreement.

Maintenance for unsupported operating systems and/or hardware may be available to clients at an additional charge.

4.8. Issue port-mortem process

The issue post-mortem process at SpryPoint includes the following:

Action	Objective
Summary of what happened	• Which services and customers were affected? • How long and severe was the issue? • Who was involved in the response? • How was the issue resolved?
Root cause analysis	• What were the origins of failure? • Why do we think this happened?
Steps taken to diagnose, assess, and resolve	• What actions were taken? • Which were effective? • Which were detrimental?
Timeline of significant activity	Centralize key activities from monitoring tools, ticket management, issue details as well as internal and external communications.
Learning and next steps	• What went well? • What did not go well? • How do we prevent this issue from happening again?
Summarize findings	Circulate summary to affected clients upon request.



4.9. Support Hours

SpryPoint business hours are from 8:00 a.m. to 4:00 p.m. Eastern Time, Monday through Friday (excluding holidays). Support is available from 8:00 a.m. - 8:00 p.m., Eastern Time, Monday through Friday (excluding holidays).

After-hours, on-call support is available when requested. This provides extra support when migrating, updating, or upgrading integrated line of business applications. After-hours, on-call support rates will be in accordance with the current Rate Card (Section 3.3).

4.10. Holidays

Response to requests other than Severity Level 1 may be delayed up to 24 hours during holidays observed by SpryPoint as outlined below:

Holiday	Date (on or around)
New Year's Day*	January 1
Provincial Holiday	Third Monday in February
Good Friday	Late March/Early April
Victoria Day	Third Monday in May
Canada Day*	July 1
Civic Holiday	First Monday in August
Labour Day	First Monday in September
National Day of Truth and Reconciliation	September 30
Thanksgiving (Canadian)	Second Monday in October
Remembrance Day*	November 11
Christmas Day*	December 25
Boxing Day*	December 26

*If holiday falls on a weekend, it will be observed the following Monday.

5. Service Level Agreements

Service Level Agreements (SLAs) provide clarity around the commitments to deliver the Service and set expectations for both parties relative to the Client's business and the impact/role of the Service within the Client's business.

5.1. Exclusions, Exceptions and Limitations

This does not apply to any Service performance issues caused by factors; (i) outside of SpryPoint's reasonable control, including any force majeure event or Internet access or related issues beyond the demarcation point of SpryPoint; (ii) that result from Client's equipment software or other technology such as metering technology, payment and data processing services, networking technology and/or third-party equipment, software, integration services or other technology (other than third party equipment within our direct control); (iii) that result from any scheduled maintenance as provided for pursuant to this Agreement; or (iv) arising from SpryPoint's suspension and termination of Customer's right to use Software.

5.2. Service Availability

SpryPoint will use commercially reasonable efforts to make our Services available with an uptime percentage of at least 99.5% within a given calendar month.



5.3. Service Credits

In the event of a failure by SpryPoint to meet the Service Availability and Issue Resolution Targets as defined in this SLA, as the Client's sole and exclusive remedy, at Client's request, SpryPoint will provide Service Credits in accordance with the following:

1. First month of missed service availability or issue resolution target, SpryPoint and Client will meet to discuss possible corrective actions
2. Second consecutive month: 10% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
3. Third consecutive month: 20% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
4. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
5. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
6. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
7. More than six consecutive months: Within thirty (30) days of such failure Client shall have the option to terminate the entire Agreement and upon termination Client shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination becomes effective
8. Service Credits shall be deducted from subsequent invoices for Subscription Fees, or upon the termination or expiration of the Agreement the Service Credits would be paid directly to the Client

6. Periodic Service Reviews

6.1. Periodic Review of Open Tickets and Outstanding Issues

Such reviews are offered by SpryPoint upon client request and may be held either monthly or quarterly as agreed by both parties. Reviews are led by a member of the SpryPoint Customer Success Team and commonly include:

- Discussion and review of open or recently closed tickets
- Discussion and review of recent or forthcoming product releases

6.2. Periodic Review of Service Level Agreement Performance

Such reviews will be held annually (or on a periodic basis as agreed by both parties). Either party may request the review. The review will be led by the Manager of Customer Success and shall include:

- Discussion and resolution of any issues that may arise under an SLA
- Service delivery since last review
- Major deviations from service targets
- Negotiate proposed changes to the SLA

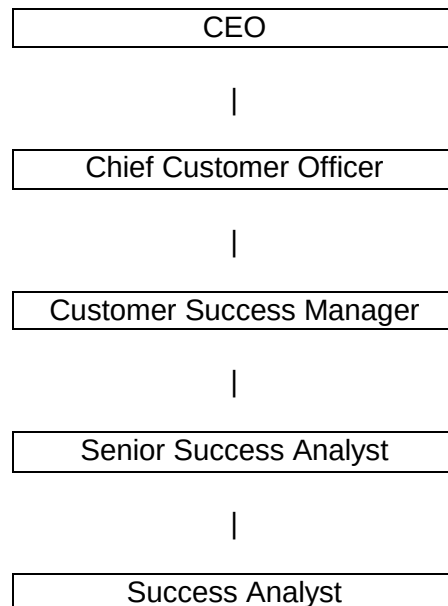


- Resolve concerns about service delivery
- Discuss any staffing changes for SpryPoint or Client

The review mechanism shall include an escalation procedure under which any unresolved issues are escalated for immediate resolution. Disagreements shall initially be handled by means of the following escalation provision.

6.3. Escalation

In the unlikely event that a customer needs to escalate an issue beyond the Customer Success Analyst in charge, the following is the path of that escalation:



If the Client is unable to get appropriate support from the assigned support analyst or senior support analyst, the client may escalate first to Shelley MacLeod, Manager of Customer Success and then to Chris Scalia, Chief Customer Officer.

Contact information for the Customer Success Management Team:

Shelley MacLeod
 Customer Success Manager
Successsmacleod@sprypoint.com
 Office: 902.510.1770
 Mobile: 902.213.0950

Chris Scalia, CCO
 Chief Customer Officer
cscalia@sprypoint.com
 Office: (877) 879-7779 ext. 897
 Mobile: (617) 290-7170

7. Release Management



We provide application releases on a two-week interval.

The Customer Success Team works with the Product Management team to create and distribute Release Notes to our clients. Our releases typically include new features and functionality as well as bug fixes.

Product Releases:

- Release Notes are sent to the primary contacts in the organization. However, anyone can be added to the distribution list.
- Release Notes will be provided before deployment to your production environment.
- Releases are deployed after standard business hours and live in the system the next business day.
- New features and functions are disabled by default when deployed.
- Customer Success is available to assist your team in determining if enabling a new feature is right for your organization.



Exhibit B

Data Processing Exhibit

This Data Processing Exhibit ("DPE") is entered into per the Client Subscription Agreement ("**Agreement**") between SpryPoint Services, Inc., hereinafter ("**SpryPoint**") and the Party identified as the "Client" in the Agreement, where Client is using SpryPoint's Software and Services. This DPE reflects the Parties' agreement with regards to the applicable Privacy/Data Protection Laws and governs the data processing related obligations of SpryPoint and Client for any applicable Subscription or Statement of Work involving the processing of Client's Personal Information. In the event of any inconsistency or conflict between this DPE and the Agreement, the terms and conditions of the DPE shall prevail. In delivering the Software or Services under the Agreement, SpryPoint may Process Personal Information/ Personal Data as a Data Processor on behalf of Client, which is the data controller. It is hereby agreed as follows:

Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the applicable Agreement and/or exhibits thereto.

"Covered Data" means (i) Client Data, (ii) Technical Services Data, and (iii) any other electronic data or information submitted by or on behalf of Client to a Covered Service.

"Covered Service" means (i) any Service provided that specifically refers to this DPE, and/or, (ii) any Technical Services.

"Data Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations.

"Data Subject" means the person to whom the Personal Data relates.

"Personal Data" means any Covered Data that relates to an identified or identifiable natural person.

"Personal Data Breach" means (i) a 'personal data breach' or (ii) any Security Breach affecting Personal Data.

"Processing" or **"Process"** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing,



adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“Subprocessor” means a SpryPoint Affiliate or third-party entity engaged by SpryPoint or a SpryPoint Affiliate as a Data Processor under this DPE.

“Subprocessor List” means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data for the relevant Covered Service.

1. Subject and Scope

- 1.1. **Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by SpryPoint to provide the Covered Service. For the purposes of this DPE, Client and its Affiliates are the Data Controller(s) and SpryPoint is the Data Processor. SpryPoint shall Process Personal Information/ Personal Data under the Agreement(s) only as a processor acting on behalf of Client where Client is the Data Controller, SpryPoint agrees that it will Process Personal Information/ Personal Data for the sole purpose of providing the Services as described in the Agreement(s).
- 1.2. **Purpose.** Client discloses Personal Information/ Personal Data to SpryPoint solely for: (i) a valid business purpose; and (ii) SpryPoint to perform the Services.
- 1.3. **Instructions for Processing.** SpryPoint shall Process Personal Data in accordance with Client's documented instructions. Client instructs SpryPoint to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE). Client may provide additional instructions to SpryPoint to Process Personal Data, however SpryPoint shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.
- 1.4. **Prohibitions.** SpryPoint is prohibited from: (i) selling Personal Information/ Personal Data; (ii) retaining, using, or disclosing Personal Information/ Personal Data for a commercial purpose other than providing the Services; and (iii) retaining, using, or disclosing the Personal Information/ Personal Data outside of the Agreement between SpryPoint and Client.
- 1.5. **Warranty.** Client warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give such instruction.
- 1.6. **Sole Responsibility.** Client is solely responsible for obtaining all necessary consents, licenses and approvals for the collection and Processing of any Personal Information/ Personal Data.
- 1.7. **Compliance with Laws.** SpryPoint shall comply with all Data Protection Laws applicable to SpryPoint in its role as a Data Processor Processing Personal Data.



For the avoidance of doubt, SpryPoint is not responsible for complying with Data Protection Laws applicable to Client or Client's industry such as those not generally applicable to online service providers. Client shall comply with all Data Protection Laws applicable to Client as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable SpryPoint to carry out lawfully the Processing contemplated by this DPE.

2. Technical, Organizational Measures and Security

- 2.1. **Security Measures.** SpryPoint implements and maintains appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The parties agree that the security measures are appropriate to protect Personal Information/ Personal Data against a Personal Information/ Personal Data Security Incident, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the Personal Information/ Personal Data to be protected having regard to the state of the art and the cost of their implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 2.2. **Confidentiality.** SpryPoint shall ensure that any person authorized to Process the Personal Information/ Personal Data is subject to a strict duty of confidentiality and that they Process the Personal Information/ Personal Data only for the purpose of delivering the Services under the Agreement to Client.
- 2.3. **SOC 2 Compliance.** Upon request, SpryPoint can provide Client with a copy of its SOC 2 Type I report which attests to the controls at a service organization. SpryPoint is currently undergoing an audit for SOC 2 Type II Compliance. Upon successful completion, at a minimum, SpryPoint agrees to maintain SOC2 Type 2 compliance. SpryPoint may modify its Security Measures from time to time and at any time, provided, however, that it will not materially reduce the level of protection as provided in this DPE.
- 2.4. **Processing Terms.** At all times that SpryPoint Processes, and/or has access to Personal Information/ Personal Data, SpryPoint shall (a) Process such Personal Information/ Personal Data only in accordance with Client's documented instructions (b) not Sell (as defined under CCPA) Personal Information/ Personal Data, or retain, use, or disclose such Personal Information/ Personal Data (i) for any purpose other than for the specific purpose of performing the Services or (ii) outside the direct business relationship between Client and SpryPoint.
- 2.5. **Acknowledgement.** Acknowledging that Client (and not SpryPoint): (i) controls the nature and contents of Client Data (including any Personal Information/ Personal Data therein); and (ii) acts as its own system administrator and controls



user access to Client Data (including any Personal Information/ Personal Data therein), Client represents and warrants that on the date of this DPE and during the Term:

- 2.5.1. Personal Information/ Personal Data has been and will be collected and Processed by Client in accordance with applicable Privacy/Data Protection Laws;
- 2.5.2. Client will take all steps necessary to ensure it achieves the foregoing, including without limitation, by providing Data Subjects with appropriate privacy notices, obtaining any required consent, and ensuring that there is a lawful basis for Contracted Processors to Process Personal Information/ Personal Data.

3. Subprocessors

3.1. Use of Subprocessors. Client hereby agrees and provides a general prior authorization that SpryPoint and SpryPoint Affiliates may engage Subprocessors. SpryPoint or the relevant SpryPoint Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. SpryPoint shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by SpryPoint.

3.2. Notification of New Subprocessors. SpryPoint shall make available to Client a Subprocessor List and provide Client with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, SpryPoint shall provide notice to Client by updating the Subprocessor List.

3.3. Approved SpryPoint's Sub-Processors

Sub-Processor	Country	Website	Service Provided
Amazon Web Services	United States	aws.amazon.com	Cloud Infrastructure
Freshdesk	United States	www.freshworks.com	Customer Service
Heroku	United States	www.heroku.com	Cloud Infrastructure
Twilio	United States	www.twilio.com	SMS Delivery Service
Twilio Sendgrid	United States	www.twilio.com/sendgrid/email-api	Email Delivery Service



Solarwinds Papertrail	United States	www.papertrail.com	Log Management Service
Raygun	United States	www.raygun.com	Application Management Service

4. Rights of Data Subjects

- 4.1. Assistance with Data Subject Requests.** SpryPoint will, in a manner consistent with the functionality of the Covered Service and SpryPoint's role as a Data Processor, provide reasonable support to Client to enable Client to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").
- 4.2. Handling of Data Subject Requests.** For the avoidance of doubt, Client is responsible for responding to Data Subject Requests. If SpryPoint receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, SpryPoint will promptly forward such request or complaint to Client, provided the Data Subject has given sufficient information for SpryPoint to identify Client.

5. Cooperation

To the extent SpryPoint is required under Privacy/Data Protection Laws, SpryPoint will assist Client to comply with Privacy/Data Protection Laws; in particular (i) SpryPoint will assist Client in responding to any request from a data subject exercising his or her rights under the Privacy/Data Protection Laws; (ii) it will assist Client in responding to any request from regulatory or judicial bodies relating to the Processing of Personal Information/ Personal Data under the Agreement(s); (iii) it will promptly notify Client if its Processing of Personal Information/ Personal Data is likely to result in a high risk to the privacy rights of data subjects or is unable to comply with Client's instructions for any reason, (iv) and upon reasonable request, will assist Client to carry out data protection impact assessments.

6. SpryPoint Personnel

SpryPoint shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Client's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.



7. Personal Data Breach

In the event SpryPoint becomes aware of a Personal Data Breach it shall without undue delay notify Client in accordance with the Security Breach provisions of the Master Subscription Agreement. To the extent Client requires additional information from SpryPoint to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, SpryPoint shall provide reasonable assistance to provide such information to Client taking into account the nature of Processing and the information available to SpryPoint.

8. Security Program

SpryPoint shall implement appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in the Security Exhibit. If SpryPoint becomes aware of a security incident or has a reasonable suspicion of a Personal Information/ Personal Data breach in respect of the Personal Information/ Personal Data being Processed under the Agreement(s), it will inform Client without undue delay and will provide reasonable information and cooperation to Client so that Client can fulfill any Personal Information/ Personal Data Security Incident reporting obligations it may have under the applicable Privacy/Data Protection Laws. SpryPoint will take reasonably necessary measures to remedy and mitigate the effects of the Security Incident as set forth in the Security Exhibit.

9. Audit

SpryPoint completed SOC2 Type I in 2022. SpryPoint will use external auditors to verify the adequacy of its security measures and controls for the Software and Services provided under the Agreement. The resulting audit will: (i) be performed according to AICPA SOC2 standards or such other alternative standards that are substantially equivalent to AICPA SOC2; (ii) be performed by independent third-party security professionals at SpryPoint's selection and expense; and (iii) result in the generation of a SOC 2 Type II report ("Audit Report"), which will be SpryPoint's Confidential Information. The Audit Report can be made available to Client upon written request no more than annually subject to the confidentiality obligations of the Agreement or a mutually agreed non-disclosure agreement covering the Audit Report. For the avoidance of doubt, each Audit Report will only discuss Software and Services in existence at the time the Audit Report was issued.

Client agrees that, to the extent applicable, SpryPoint's then-current SOC 2 audit reports will be used to satisfy any audit or inspection requests by or on behalf of Client. In the event that Client, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, SpryPoint will (i) make available to Client on request all information necessary to demonstrate compliance with this DPE, and (ii) allow for and contribute to audits, including inspections, by an auditor mandated by Client in relation to the Processing of the Personal Information/ Personal Data by SpryPoint.



10. Return and Deletion of Client Data and Personal Data

Upon written request by Client made prior to or upon any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely to allow Client to retrieve Client Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). After such Retrieval Period, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data by deleting Client's Tenant, provided, however, that SpryPoint will not be required to remove copies of the Client Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases SpryPoint will continue to protect the Client Data in accordance with this Agreement. Client Data will be made available in a SpryPoint-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on SpryPoint by Law. Additionally, during the Term of the Agreement, Clients may extract Client Data using SpryPoint's standard web services. Upon termination of the Covered Service, SpryPoint shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

11. General Provisions

- 11.1. Client Affiliates.** Client is responsible for coordinating all communication with SpryPoint on behalf of its Affiliates with regard to this DPE. Client represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.
- 11.2. Termination.** The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from SpryPoint's systems.
- 11.3. Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.
- 11.4. Client Affiliate Enforcement.** Client's Affiliates may enforce the terms of this DPE directly against SpryPoint, subject to the following provisions:
 - 11.4.1.** Client will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against SpryPoint on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and



- 11.4.2. for the purpose of any Affiliate Claim brought directly against SpryPoint by Client on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Client.
- 11.5. **Remedies.** Client's remedies (including those of its Affiliates) with respect to any breach by SpryPoint or its Affiliates of the terms of this DPE and the overall aggregate liability of SpryPoint and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the "**Liability Cap**"). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of SpryPoint and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.
- 11.6. **Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.