

GENERAL TERMS AND CONDITIONS FOR CLOUD EXTENSION APPS SERVICES

These General Terms and Conditions for Cloud Extension App Services (herein the "Agreement") is between SODALES, with offices at 100 King Street West Suite 5700, Toronto, ON, M5X 1C7 ("SODALES") and the Ordering Activity under GSA Schedule contracts identified in the Order .

, together referred to as "**Parties**".

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS Capitalized terms used in this document are defined in the Glossary.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights.

Sodales grants to Customer a limited, non-exclusive, non-transferable and world-wide license to use the Cloud Extension Apps Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Extension Apps Service also apply to Materials and Documentation.

2.2 Authorized Users.

Customer may permit Authorized Users to use the Cloud Extension Apps Service. Usage is limited to the usage metrics and volumes stated in the Order Form. The usage of the Cloud Extension Apps is determined based on the various component sizing included in the list below. Sodales is responsible for determining the components required to run the Sodales scope of implementation.

Sodales Cloud Extensions

SAP Cloud Platform Hosting Components

- Portal Services
- Technical Portal Administrator
- SAP HANA Database
- Outbound Bandwidth
- SAP Cloud Platform Document service

2.3 Acceptable Use Policy.

With respect to the Cloud Extension Apps Service, Customer will not:

- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works;
- (b) modify, translate, or create derivative works based on the Cloud Extension Apps Service;
- (c) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Cloud Extension Apps Services or make it available to a third party other than as contemplated in this Agreement;
- (d) transmit any content or data that is unlawful or infringes any intellectual property rights; or
- (e) circumvent or endanger its operation or security.

2.4 Verification of Use.

Customer will monitor its own use of the Cloud Extension Apps Service and report any use in excess of the Usage Metrics and volume. SODALES may monitor use solely to verify compliance with Usage Metrics, volume, and the Agreement.

3. SODALES RESPONSIBILITIES

3.1 Provisioning.

SODALES provides access to the Cloud Extension Apps Service as described in this Agreement under section 2.1.

3.2 Support.

SODALES provides support for the Cloud Extension Apps Service as set out in the Support Guidelines for SAP Cloud Platform Extension Applications, attached hereto as Schedule C .

3.3 Security.

SODALES uses reasonable security technologies in providing the Cloud Extension Apps Service. As a Data Processor, SODALES will implement technical and organizational measures referenced in the Personal Data Processing Agreement for SAP Cloud Extension Services attached hereto as Schedule B to secure Personal Data processed in the Cloud Extension Apps Service in accordance with applicable Data Protection Law.

3.4 Modifications.

The Cloud Extension Apps Service and SODALES Policies may be modified by SODALES, provided, however, that such modifications shall not reduce the level of cloud Extension Apps Service provided prior to such modification, nor shall it put any additional burden on Customer beyond those set forth in this Agreement. SODALES will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Extension Apps Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Extension Apps Service.

3.5 SAP Data Centre

All data related to Cloud Extension App Services will be stored in the SAP Cloud Platform Database or the SAP SuccessFactors Database located in SAP data centers. Cloud Extension App Services solution will not have its own database. Cloud Extension App Services solution will provide the necessary configuration and the front-end components to work with SAP Cloud Platform database and components.

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data

Customer is responsible for the Customer Data and entering it into the Cloud Extension Apps Service. Customer grants to SODALES a nonexclusive right to process Customer Data solely to provide and support the Cloud Extension Apps Service.

4.2 Personal Data

Customer will collect and maintain all personal data contained in the Customer Data in compliance with the Freedom of Information and Protection of Privacy Act, R.S.A. 2000 c. F-25 ("FOIP Act") and any other applicable data privacy and protection laws and in accordance with the Personal Data Processing Agreement for SAP Cloud Extension Services attached hereto as Schedule B.

4.3 Security

Customer will maintain commercially reasonable security standards for its Authorized Users' use of the Cloud Extension Apps Service.

4.4 Access to Customer Data

- (a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format (such as csv) for no additional charge.
- (b) Before the Subscription Term expires, and for a period of thirty (30) days after the expiration of the Subscription Term, Customer may use export tools (as available) to perform a final export of Customer Data from the Cloud Extension Apps Service.
- (c) No earlier than thirty (30) days after the expiration or termination of the Agreement, SODALES will delete the Customer Data remaining on servers hosting the Cloud Extension Apps Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

4.5 Privacy and Security

SODALES agrees to comply with and provide the Cloud Extension Apps Services in accordance with the Privacy and

Security Schedule attached hereto as Schedule B

5. TERM AND TERMINATION

5.1 Term

- (a) Customer's initial Subscription Term of one (1) year will begin as per the Order Form.
- (b) Customer, at its sole discretion, may renew the initial Subscription Term for an additional term of one (1) year ("**Renewal Term**") on the same terms and conditions, by executing a written order prior to the expiry of the initial Subscription Term.

5.2 Termination

- (a) Customer may terminate this Agreement (or any Order Form) at any time after the first anniversary of the term, without cause in accordance with GSAR Clause 552.212-4(l) and (m).
- (b) When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SODALES shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer;
- (c) Either party may terminate the Agreement, Statement of Work and Order Forms immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

5.3 Effect of Expiration or Termination

Subject to the transition period in 6.4(d) below, upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the Cloud Extension Apps Service and all SODALES Confidential Information will end,
- (b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement or if stored in a manner which would make extraction unfeasible, then destroyed in accordance with the Customer's data retention policies but subject to continuing obligations of confidentiality.
- (c) termination or expiration of the Agreement does not affect other agreements between the parties; and
- (d) Customer will have a transition period where Customer can elect to continue paying for the Cloud Extension Apps Service at the existing rate of service until Customer has transitioned the Cloud Extension Apps Service to a new provider. SODALES will cooperate with Customer to transition any Customer Data and any other information required to transition to a new provider during this transition period.
- (e) In the event of a termination, SODALES will issue a pro-rata refund of any pre-paid fees in respect of any unexpired period.

6. WARRANTIES

6.1 Compliance with Law

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with: (a) in the case of SODALES, the operation of SODALES's business as it relates to the Cloud Extension Apps Service, and (b) in the case of Customer, the Customer Data and Customer's use of the Cloud Extension Apps Service.

6.2 Good Industry Practices

SODALES warrants that it will provide the Cloud Extension Apps Service: (a) in all material respects with the Documentation; and (b) with the degree of skill and care reasonably expected from a professional, skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Extension Apps Service.

6.3 Title Warranty

SODALES represents and warrants that it has sufficient right, title and interest in the Cloud Extension Apps Service and Documentation to grant the licenses contemplated by this Agreement without the consent of any third party. SODALES

represents and warrants that the Cloud Extension Apps Service will not include any open source code or any software, source code or intellectual property of any third party. Customer's operation and use of the Cloud Extension Apps Service and Documentation will not require a license from any third party.

6.4 Noninfringement Warranty

SODALES represents and warrants that: (a) the Cloud Extension Apps Service and the Documentation, or Customer's operation or use thereof, will not infringe, misappropriate or otherwise violate any intellectual property right worldwide or other right of any third party worldwide, including property, contractual, employment, copyright, patent, trade secret, trademark, or nondisclosure rights; and (b) there is no pending or threatened litigation against SODALES which would limit, restrict or prevent Customer's use of the Cloud Extension Apps Service or the Documentation.

6.5 Data Security Warranty

SODALES represents and warrants that it will at all times employ industry-standard and up-to-date security tools, technologies and procedures to maintain and protect the integrity of the Cloud Extension Apps Service under this Agreement and Customer's use of and access of the same.

6.6 Virus Warranty

SODALES represents and warrants that the Cloud Extension Apps Service will be free from any viruses, worms, disabling programming codes, locks, clocks, counters, timers, time bombs, instructions, easter eggs or other such items that may threaten, infect, damage, disable or otherwise interfere with the permitted use of the same ("Virus"). SODALES will test each element of the Cloud Extension Apps Service, including any upgrades, before delivery to Customer to ensure that each is free of any Virus. If Customer notifies SODALES that it has been informed or has reason to believe that a Virus has infected the Cloud Extension Apps Service, SODALES will promptly assist and work continuously with Customer, at Customer's direction and at no charge, until, in Customer's determination, the Virus has been eliminated.

6.7 Malicious Technology

SODALES represents and warrants that the Cloud Extension Apps Service will not: (a) contain any Malicious Technology, (b) contain any files or features that will disable or destroy any functionality of the Cloud Extension Apps Service, (c) monitor Customer's use of the Cloud Extension Apps Service; (d) replicate, transmit or activate itself without control of a person operating the computing equipment on which it resides; or (e) alter, damage or erase any data or computer programs without control of a person operating the computing equipment on which it resides. If SODALES is in breach of this subsection, no "right to cure" period will apply. Customer reserves the right to pursue any available civil or criminal action against SODALES and SODALES's Personnel for violation of this provision. SODALES will not install, use or execute any software on any CPUs of Customer without Customer's written approval. SODALES acknowledges that it does not have any right to electronically repossess or use any self-help related to the Cloud Extension Apps Service. "Malicious Technology" means any software, electronic, mechanical or other means, device or function, e.g. (key, node, lock, time-out, back door, trapdoor, booby trap, drop dead device, data scrambling device, or trojan horse) that would allow SODALES or a third party to: (x) monitor or gain unauthorized access to any Customer's system, including the Cloud Extension Apps Service solution,, (y) use any electronic self-help mechanism or (z) restrict, disable, limit or impair the performance of a system of Customer.

6.8 Time Zone Warranty

SODALES represents and warrants that the Cloud Extension Apps Service shall accommodate date and time entry calculations for multiple entities located in all United States and Mexico time zones without partitioning or creating separate databases or requiring different network platforms.

6.9 Encryption Requirements

SODALES represents and warrants that, to the extent the Cloud Extension Apps Service requires data encryption, it has the capability to implement and support such data encryption as follows: for data at rest with at least 256 AES, and encryption in transit with at least TLS 1.2 at each end.

6.10 Warranty Exclusions

The warranties in Sections 6.2 to 6.9 will not apply to the extent the warranty claim arises from any of the following:

- (a) the Cloud Extension Apps Service is not used in accordance with the Agreement or Documentation; or
- (b) any non-conformity is caused by Customer, or by any product or service not provided by SODALES.

6.11 Scanning Requirements and Fixes

Customer may request that SODALES provide documentation that demonstrates that the Cloud Extension Apps Service has been scanned for Malicious Technology and Viruses prior to delivery to Customer. SODALES will show that the most recent, industry-standard signature files available, as of the applicable delivery date, were used to perform the security scan. The documentation provided by SODALES should include a description of applicable security testing, audit trails of anti-virus detection and vulnerability scanner tools, with date/time of the signature file used for each scan. If an unmitigated vulnerability has been published, but SODALES software patches, hot-fixes, or system updates have not been publicly released, SODALES will provide risk mitigation procedures in the form of compensating controls until such a time that SODALES provides an industry-approved resolution at SODALES's expense.

6.12 Disclaimer

Except as expressly provided in the Agreement, neither SODALES nor its subcontractors make any representation, warranties or conditions of any kind, express or implied, statutory or otherwise, regarding any matter, including the merchantability, merchantable quality, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SODALES or product roadmaps in obtaining subscriptions for any Cloud Extension Apps Service.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 SODALES Ownership

SODALES warrants to Customer that SODALES owns (or has the necessary rights to) all Intellectual Property Rights in and related to the Cloud Extension Apps Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to SODALES. "Intellectual Property Rights" means all intellectual property rights throughout the world, registered or unregistered, whether existing now or in the future, including without limitation: (a) all patent rights and other rights in inventions and ornamental designs; (b) all copyrights and other rights in works of authorship, software, mask works, databases, compilations, and collections of information; (c) all trademarks, service marks, and other proprietary trade designations; and (d) all rights in know-how and trade secrets.

7.2 Customer Ownership

Customer retains all rights in and related to the Customer Data. SODALES may use Customer-provided trademarks solely to provide and support the Cloud Extension Apps Service for the benefit of Customer and no other purpose.

8. CONFIDENTIALITY

8.1 Use of Confidential Information

- (a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its Personnel, Representatives, Regulators or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement. Subject to each party's obligations under applicable laws, neither party will disclose to any third party the existence of this Agreement or the pricing set forth in this Agreement.
- (b) Confidential Information of either party pertaining to this Agreement or the Cloud Extension Apps Service disclosed prior to execution of the Agreement will be subject to Section 8.

(c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information. SODALES recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor

8.2 Exceptions

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information (except for PII or PHI, which remain subject to confidentiality obligations at all times) that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
- (b) is generally available to the public without breach of the Agreement by the receiving party,
- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.

9. Reserved

(a)

10. Insurance

10.1 General Insurance Requirements

SODALES shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in those jurisdictions where the Cloud Extension Apps Service are to be performed, covering the operations of SODALES, pursuant to this Agreement: commercial general liability (\$5,000,000 per occurrence, \$5,000,000 aggregate); excess liability (\$5,000,000 per occurrence, \$5,000,000 aggregate); workers' compensation (statutory limits) and employers' liability (\$500,000 per accident); and, (if applicable) professional liability (\$5,000,000 per occurrence, \$5,000,000 aggregate) Professional Liability Insurance in an amount not less than \$5,000,000 per incident and in the aggregate, covering damages from any error, omission or negligent act including, but not limited to a breach of stored data arising from the Services rendered by the Contractor as part of this Contract; and Cyber Liability Insurance inclusive of at least the following types of coverage having a policy limit of not less than One Million Dollars (\$1,000,000.00) per incident and a policy aggregate limit of not less Two Million Dollars (\$2,000,000.00): i. privacy liability; ii. network security liability; iii. crisis management expenses \$1,000,000 sublimit; and iv. privacy notification costs \$1,000,000 sublimit.

10.2 Additional Insured; Other Requirements

Customer shall be named as an additional insured in such policies which shall contain standard cross liability clauses. SODALES shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policy shall be primary without right of contribution from any insurance by the Customer. Such policies shall require that the Customer be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. The Customer shall have the right to request an adjustment of the limits of liability for commercial general liability and professional liability insurance as SODALES's exposure to the Customer increases. SODALES shall provide the Customer with certificates of insurance evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide the Customer with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution.

10.3 Additional Insurance

SODALES will provide, maintain, and pay for, any additional insurance which it is required by applicable law to carry, or which it considers necessary to cover risks under this Agreement not otherwise covered by insurance specified in this Section 10 in its sole discretion. Such insurance will include the Customer as additional insureds.

11. INDEMNITY; LIMITATION OF LIABILITY

11.1 Limitation of Liability

EXCEPT WITH RESPECT TO ANY LIABILITIES ARISING FROM A PARTY'S (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (C) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, (D) DAMAGE TO PERSONS OR PROPERTY CAUSED BY A PARTY'S PERSONNEL, OR (E) BREACH OF APPLICABLE LAW, AND WITHOUT AFFECTING THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT:

- (i) NEITHER PARTY, ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY LOSS, INJURY, CAUSE OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), LIABILITY OR DAMAGE OF ANY KIND FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, IN EXCESS OF TWO (2) TIMES THE TOTAL FEES AND CHARGES PAYABLE BY THE CUSTOMER FOR CLOUD EXTENSION APPS SERVICE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.
- (j) (ii) IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT FORESEEABLE (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF EITHER PARTY'S NEGLIGENCE OR FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF BUSINESS, LOST PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOST DATA OR ANY FAILURE OF SECURITY RESULTING IN ANY WAY FROM THE CUSTOMER OR USER'S USE OF THE CLOUD EXTENSION APPS SERVICE NOT IN ACCORDANCE WITH DOCUMENTATION. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11.2 Indemnity

SODALES agrees to indemnify and hold harmless Customer, its Affiliates, and their respective Representatives from and against all third party Claims arising from (i) any illegal act, gross negligence or willful misconduct by SODALES, (ii) Claim that any of the Cloud Extension Apps Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them, infringes, misappropriates or violates any copyrights, trademarks, trade secrets or other proprietary rights of, or has otherwise caused harm to, a third party or (ii) any breach by SODALES of its obligations under Schedule B.

SODALES shall have the right to intervene to defend the indemnified party from any Claim, provided that the indemnifying party shall not settle any Claim that imposes any liability or obligation on the indemnified party, or is an admission of wrongdoing on the party of the indemnified party, without the indemnified party's prior written consent. Further, the indemnified will cooperate with the indemnifying party at the cost of the indemnifying party.

12. MISCELLANEOUS

12.1 Severability

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement can be electronically signed, and electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Electronic copies of any signed original agreement will be deemed the same as delivery of an original.

12.4 Assignment

This Agreement and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the either party without the prior written consent of the other party. This Agreement shall be binding upon and shall insure to the benefit of SODALES and the Customer and each of their successors and permitted assigns.

12.5 Governing Law; Waiver of Jury Trial

The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed

by and construed in accordance with the Federal laws of the United States. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the province of Ontario, and all courts competent to hear appeals there from

EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY ACTION OR OTHER LEGAL PROCEEDING AMONG THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

The agreement of each party to waive its right to a jury trial will be binding on its successors and assignees.

12.6 Force Majeure

In accordance with GSAR Clause 552.212-4(f), Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, pandemic, labour difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances. In the event of a force majeure occurrence, the party whose performance is prevented by such occurrence shall notify the other party, in writing, as soon as reasonably possible and give full particulars thereof and shall reasonably endeavor to remedy the situation as soon as possible.

12.7 Notice

All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such party: To SODALES, at:

Sodales Solutions Inc.
100 King St W, Suite 5700, Toronto
Ontario, Canada, M5X 1C7

To Customer, at the address below

Customer

Address:

Either party may change the address for notice by giving written notice of such change to the other party in the manner provided in this Section.

12.8 AUTHORIZED ADMINISTRATORS

Customer contacts for order confirmation and system notices are:

Order confirmation recipient name:

Order confirmation recipient email:

12.9 Independent Contractors

Sodales is not an employee, agent, partner or joint venturer of Customer for any purpose whatsoever, but is an independent contractor. Sodales does not have, nor will it hold itself out as having, any right, power or authority to bind Customer.

12.10 Governing Terms

The terms and conditions of this Agreement apply to any Order Form issued pursuant to this Agreement. Any additional or conflicting terms or conditions contained in any invoice, statement of work, or other document issued by Sodales will not be binding upon Customer and are expressly rejected by Customer.

12.11 Interpretation

The singular includes the plural, and vice versa. The term “*includes*” and its derivative expressions mean “includes, but is not limited to” and the corresponding derivative expressions. Unless set forth expressly otherwise, the term “*Section*” means a section of this Agreement. Unless paired with the word “either”, the term “*or*” is inclusive and not exclusive. The term “*days*” refers to calendar days, and the term “*year*” refers to the calendar year. To the extent any terms of any SOW conflict with the provisions of this Agreement, the terms of this Agreement will prevail. The captions and section headings set forth in this Agreement are for convenience only. Nothing in this Agreement can be construed against either party as the alleged drafter thereof. Except as specifically set forth to the contrary in this Agreement, the rights and remedies described in this Agreement are not exclusive, are cumulative or (to the extent applicable) alternative, and are in addition to other rights or remedies available at law or in equity or otherwise. Customer will have the right to offset any amounts owed to Sodales by any amounts owed by Sodales to Customer

12.12 Compliance with Laws

SODALES and Customer will comply with applicable laws in exercising all of its rights, powers, or authorities, and in performing all of its obligations, duties, covenants, and responsibilities under this Agreement.

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Glossary

1.1 “Affiliate” means any entity, directly or indirectly, Controlling, Controlled by or under common Control with a person. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2 “Agreement” means the General Terms and Conditions for Cloud Extension App Services and all schedules thereto, including any Order Form and documents incorporated into an Order Form.

1.3 “Authorized User” means any individual to whom Customer grants access authorization to use the Cloud Extension Apps Service that is an employee, agent, contractor or Representative of (a) Customer, (b) Customer's Affiliates, and/or (c) Customer's and Customer's Affiliates' Business Partners.

1.4 “Business Partner” means a legal entity that requires use of a Cloud Extension Apps Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, SODALESs and/or suppliers of Customer.

1.5 “Cloud Extension Apps Service” means any distinct, subscription-based, hosted, supported and operated on demand solution provided by SODALES under an Order Form.

1.6 “Cloud Materials” mean any materials provided or developed by SODALES (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Extension Apps Service.

1.7 “Confidential Information” means (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements and information, (iii) Customer implementation plans, and/or (iv) Customer financial information, and (b) with respect to SODALES: (i) the Cloud Extension Apps Service, Documentation, Cloud Materials and analyses under Section 4.1 and (ii) information regarding SODALES research and development, product offerings, pricing and availability. Confidential Information of either SODALES or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (x) the disclosing party or its Representatives designates as confidential at the time of disclosure, or (y) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

1.8 “Control” means the power, directly or indirectly, (i) to vote more than fifty percent (50%) of the securities that have ordinary voting power for the election of that person's directors; or (ii) to direct or cause the direction of the management and policies of that person whether by voting power, contract or otherwise. For the purposes of this definition, if a person obtains “Control” by acquiring more than fifty percent (50%) of the securities that have ordinary voting power for the election of that person's directors, that acquisition may be accomplished by one or multiple transfers.

1.9 “Customer Data” means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Extension Apps Service or that Customer derives from its use of and stores in the Cloud Extension Apps Service (e.g. Customer-specific reports), including PII and PHI. Customer Data and its derivatives will not include SODALES's Confidential Information.

1.10 “Documentation” means SODALES's then-current technical and functional documentation, including user documentation, operational manuals, instruction manuals and materials, as well as any roles and responsibilities descriptions, if applicable, for the Cloud Extension Apps Service which is made available to Customer with the Cloud Extension Apps Service.

1.11 “Installation Services” means the installation services and/or deliverables in respect of the Cloud Extension Apps Services to be provided to Customer by SODALE's if purchased through an Order Form.

1.12 “SODALES ” means Sodales Solutions Inc

1.13 “SODALES Policies” means the operational guidelines and policies applied by SODALES to provide and support the Cloud Extension Apps Service as incorporated in an Order Form.

1.14 “Subscription Term” means the term of a Cloud Extension Apps Service subscription identified in the applicable Order Form, including all renewals.

1.15 “Usage Metric” means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Extension Apps Service as set forth in an Order Form.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the date below:

Schedule B

PERSONAL DATA PROCESSING AGREEMENT FOR SAP CLOUD EXTENSION APPS SERVICES

1. BACKGROUND

1.1 Purpose.

This document is a data processing agreement (“DPA”) between Sodales and Customer and applies to Personal Data provided by Customer and each Data Controller in connection with their use of the Cloud Extension Apps Service. It states the technical and organizational measures Sodales uses to protect Personal Data that is stored in the production system of the Cloud Extension Apps Service.

1.2 Governance.

Except as provided in Section 4.2, Customer is solely responsible for administration of all requests from other Data Controllers. Customer will bind any other Data Controller it permits to use the Cloud Extension Apps Service to the terms of this DPA.

2. APPENDIX

Appendix 1 states the technical and organizational measures Sodales applies to the Cloud Extension Apps Service, unless the Agreement states otherwise.

3. LIMITATIONS

3.1 Instructions from Customer.

Sodales will follow instructions received from Customer (on its own behalf or on behalf of its Data Controllers) with respect to Personal Data, unless they are (i) legally prohibited or (ii) require material changes to the Cloud Extension Apps Service. Sodales may correct or remove any Personal Data in accordance with the Customer’s instruction. If Sodales cannot comply with an instruction, it will promptly notify Customer (email permitted).

3.2 Data Secrecy.

To process Personal Data, Sodales will only use personnel who are bound to observe data and telecommunications secrecy under the applicable Data Protection Law. Sodales will regularly train individuals having access to Personal Data in data security and data privacy measures.

3.3 Technical and Organizational Measures.

- (a) Sodales will use the appropriate technical and organizational measures stated in Appendix 1
- (b) Appendix 1 applies to the production system of the Cloud Extension Apps Service. Customer should not store any Personal Data in non-production environments.
- (c) Sodales provides the Cloud Extension Apps Service hosted out of SAP Cloud Platform data center located in the country of the customer.

3.4 Security and Privacy Breach Notifications

Upon knowledge of a cyber security or privacy breach, Sodales will notify the City within 8 hours of a major incident, as defined by the City, and within 24 hours of all other incidents.

3.5 Cooperation.

At Customer’s request, Sodales will reasonably support Customer or any Data Controller in dealing with requests from Data Subjects or regulatory authorities regarding processing of Personal Data.

4 CERTIFICATIONS AND AUDITS

4.1 Customer Audits.

The Cloud Extension Apps Service is hosted within the SAP Cloud Platform environment hosted in SAP’s data centers. Customer or its independent third-party auditor may audit Cloud Extension Apps Service environment and

security practices relevant to Personal Data processed by Cloud Extension Apps Service only if:

- (a) A Security or Privacy Breach has occurred;
- (b) Customer or another Data Controller has reasonable grounds to suspect that Cloud Extension Apps Service is not in compliance with its obligations under this DPA;
- (c) An audit is formally requested by Customer's or another Data Controller's data protection authority; or
- (d) Mandatory Data Protection Law provides Customer with a direct audit right. Where Customer audits the Cloud Extension Apps Service environment, Sodales will reasonably support Customer in its audit processes.

4.2 Audit Restrictions.

The Customer audit will be limited to once in any twelve month period, and limited in scope as reasonably agreed in advance between the parties. Reasonable advance notice of at least fifteen days is required, unless Data Protection Law requires earlier audit. Subject to the next sentence, Customer and Sodales will each bear its own expenses of the audit. If an audit determines that Sodales has breached its obligations under the Agreement, Sodales will promptly remedy the breach at its own cost and reimburse Customer for the expenses of the audit.

5. DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement.

5.1 "Data Center" means the location where the production instance of the Cloud Extension Apps Service is hosted for the Customer in Canada or as otherwise selected by Customer.

5.2 "Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

5.3 "Data Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

5.4 "Data Protection Law" means federal, and provincial rules and regulations applicable to SODALES, including but not limited to The FOIP Act, GDPR and PIPEDA,.

5.5 "Data Subject" means an identified or identifiable natural person.

5.6 "Personal Data" means any information relating to a Data Subject for the purposes of this DPA, it includes only personal data entered by Customer or its Authorized Users into or derived from their use of the Cloud Extension Apps Service. It also includes personal data supplied to or accessed by Sodales in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data. Personal Data is limited to a subset of organizational elements of a personal profile containing information related to employee ID, employee contact information, supervisor ID and supervisor contact information.

5.7 "Security and Privacy Breaches" refer to incidents involving accidental or unlawful destruction, loss, alteration, or disclosure of Customer Personal Data or Confidential Data. Upon knowledge of a cyber security incident, Sodales will notify the City within 8 hours of a major incident, as defined by the City, and within 24 hours of all other incidents.

Appendix 1 – Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define the current security measures of Sodales. Sodales may change these at any time without notice so long as it maintains the same or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without diminishing the security level. Notwithstanding the foregoing, Sodales will provide copies to Customer in advance of any such change.

1.1 Physical Access Control.

Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

Measures:

- Sodales protects its assets and facilities using the appropriate means based on a security classification conducted by an internal security department.
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance and intruder alarm systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures. This also applies to visitor access.

1.2 System Access Control.

Data processing systems used to provide the Cloud Extension Apps Services must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Processes are in place to ensure that authorized users have the appropriate authorization to add, delete, or modify users.
- All users access Cloud Extension Applications with a unique identifier (user ID).
- Sodales has procedures in place to ensure that requested authorization changes are implemented only in accordance with the guidelines (for example, no rights are granted without authorization). If a user leaves the company, his or her access rights are revoked.
- Sodales has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.
- The company network is protected from the public network by firewalls.
- Sodales uses up-to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.
- Remote access to Sodales's corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control.

Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:

- As part of the Sodales Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the Sodales Information Classification standard.

- Access to personal, confidential or sensitive information is granted on a need-to-know basis. In other words, employees or external third parties have access to the information that they require in order to complete their work.

1.4 Data Transmission Control.

Except as necessary for the provision of the Services in accordance with the relevant service agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented to ensure the agreed-upon service levels (for example, encryption and lead-lined containers).

- Personal Data transfer over Sodales internal networks are protected in the same manner as any other confidential data according to Sodales Security Policy.
- When data is transferred between Sodales and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant Agreement. This applies to both physical and network-based data transfer.

The following personal data types are applicable to the Cloud Extension Apps Services. Client will have full administrative access to change authorizations for any data set within the production instance.

- Employee ID
- Employee Email Address
- Email Department
- Supervisor ID
- Supervisor Email Address

1.5 Data Input Control.

It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from data processing systems.

Measures:

- Sodales only allows authorized persons to access Personal Data as required in the course of their work.
- Sodales has implemented a logging system for input, modification and deletion, or blocking of Personal Data within its Products and Services to the fullest extent possible.

1.6 Data Separation Control.

Personal Data collected for different purposes can be processed separately.

Measures:

- Customers (including their Affiliates) have access only to their own data.
- If Personal Data is required to handle a support incident from a specific customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

SCHEDULE C

Support Guidelines for SAP Cloud Platform Extension Applications

This document outlines the general guidelines between Customer and Sodales with regards to SAP Cloud Platform Extension Applications.

Introduction

This guideline document sets forth the framework for Customer cooperation with application support organization, defining the cornerstones for communication, support responsibilities and a successful de-escalation management. The cloud extension application is deployed on SAP Cloud Platform hosted in the SAP Data Centers. Sodales and SAP handle Joint Customer support requests concerning the Applications by Sodales and SAP Software through a Support Cooperation Agreement between Sodales and SAP.

Definitions

“Joint End User” means a customer of both SAP and Sodales; (i) using the Platform Application and (ii) having a valid and applicable support agreement with SAP.

“Case” means a support incident (i) arising from a failure or functional impairment of a product/service, or (ii) with the reasonable likelihood that a malfunction arises from a failure or functional impairment of a product/service. As soon as either Party’s support organization is informed, the incident becomes a Case.

“Case Remedy” means the remedy for a specific Case, which may take the form of eliminating the defect, providing a new program version, or demonstrating how to avoid the effects of the defect with reasonable effort. “Case Remedy” corresponds with "error corrections ", "patches ", "bug fixes ", "workarounds ", "spare parts "or any other type of "software, hardware or Documentation corrections or modifications".

“Escalation” means procedure that is engaged by either Party when such Party reasonably believes that a Case or a End User situation requires additional attention by the other Party beyond the already engaged standard support process. An Escalation is mainly in progress when a technical problem situation arises; however, solution of this problem requires non-technical support for solving it.

“Escalation Contact” means contacts nominated by both Parties to support the decision process for a given Escalated Case. Contacts are in the position to decide upon additional activities going beyond the already engaged standard support process to mitigate the Escalation situation and to provide satisfactory solution for the End User.

“Escalation Process” means the communication process and contact matrix used in the case of an Escalation. The Escalation Process description shall be part of the Support Process Description.

Application development partner and SAP establish collaboration processes for support engagement and Case management in order to deliver the highest quality of service to customers.

Support Availability

Solution is available 99.995 % excluding scheduled downtime for maintenance.

Solution is available 99.5 % including scheduled downtime for maintenance.

The support can be accessed in the form of following modes.

- i. Help Documents
- ii. Phone Call Support
- iii. Joint Working Sessions (supported by screen share)
- iv. Daily tracking reporting
- v. Monthly support governance calls

- vi. Quarterly reports showing support usage, incident, and compliance with the requirements/schedules.

CONTACTING SUPPORT

Support tickets for Sodales Apps can be logged within the Sodales ticketing tool 24/7 as per the SLA of the Cloud Extensions Agreement. Business hours are between 8 AM EDT to 6 PM EDT.

Support is provided for the following areas.

- a) Integration and Connectivity support
- b) Infrastructure support for SAP Cloud Platform
- c) Application support

OPERATIONAL REPORTS

The following types of reports are provided as part of support operations.

Types of Reports	Type of Report	Mode of Delivery
System Audit Logs	Audit Log	Available 24/7 via SAP Cloud Platform ADMIN portal
Database Detailed Audit Logs/ Error Logs	Audit Log	Available upon request via Secure File Transfer
Daily Tickets Status Tracking Reports and Dashboards	Support Activities	Report is available for download 24/7 via the Sodales Ticketing Tool Report is sent daily via an email to a pre-defined distribution list.
Quarterly Support Governance Reports	Support Activities	Report is sent via an email to a pre-defined distribution list.
Vulnerability Scans and System Tests	System Tests	Available upon request via Secure File Transfer
Disk Space Usage– Reports and Dashboards	System Usage Reports	Available 24/7 via SAP Cloud Platform ADMIN portal
Load Report- Reports and Dashboards	System Usage Reports	Available 24/7 via SAP Cloud Platform ADMIN portal
Browser/Devices Reports and Dashboards	System Usage Reports	Available 24/7 via SAP Cloud Platform ADMIN portal
Portal Users – Usage Reports and Dashboards	System Usage Reports	Available 24/7 via SAP Cloud Platform ADMIN portal
System Health Checks Database Usage Reports and Dashboards	System Usage Reports	Available 24/7 via SAP Cloud Platform ADMIN portal

PROCESSING TIMES

The Cloud Extension Apps services environment includes a standard disaster recovery option. It is based on data restore from backups, which are stored in a disaster recovery site. The backups contain all data stored in the Data Management services and the Document service on SAP Cloud Platform.

- (a) The recovery point objective (RPO) has no strict SLA. The objective is 24 hours.
- (b) The recovery time objective (RTO) is "best commercially reasonable effort" to restore the affected service as soon as possible at time of disaster.

The Cloud Extension Apps Services Enhanced Disaster Recovery service requires an additional fee but offers better SLAs for the RPO and RTO. For enhanced disaster recovery, the RPO is 30 minutes and the RTO are 4 hours.

#	Priority	SLA Definition	Incident Response Time and Incident Resolution Time
1	Incident Management: P1	<p>An Incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.</p> <p>This is generally caused by the following circumstances:</p> <ul style="list-style-type: none"> • A productive system or service is completely down. • The imminent system Go-Live or upgrade of production system cannot be completed. • The Customer's core business processes are seriously affected. • It may include issues that materially affect data integrity or breach of security. • A workaround is not available for each circumstance. • The Incident requires immediate processing because the malfunction may cause serious losses. • In case of a Go-Live or upgrade, the reason to delay the Go-Live or upgrade must be one that would cause serious losses if not resolved before Go-Live. 	<p>SLA Initial Response / Response Time = 6 Hours -- 24*7</p> <p>SLA for Resolution/Action Plan/Workaround = 8 Hours-- 24*7</p>
2	Incident Management: P2	<p>An Incident should be categorized with the priority "high" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Provider Services/Software Products that are required immediately.</p> <p>The Incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.</p>	<p>SLA Initial Response / Response Time = 8 Hours -- 24*7</p> <p>SLA for Resolution/Action Plan/Workaround = 12 Hours – 24*7</p>
3	Incident Management: P3	<p>An Incident should be categorized with the priority "medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Provider Services/Software Products</p>	<p>SLA Initial Response / Response Time = 8 Hours (Business Hours)</p> <p>SLA for Resolution/Action Plan/Workaround = 3 Business Days</p>
4	Incident Management: P4	<p>An Incident should be categorized with the priority "low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Provider Services/Software Products that are not required daily, or are rarely used</p>	<p>SLA Initial Response / Response Time = 1 Day (Business Hours)</p> <p>SLA for Resolution/Action Plan/Workaround = 10 Business Days</p>