<div align="center">**TERMS AND CONDITIONS**</div>

Last Updated: October 18, 2019

1. **DEFINITIONS**
The defined terms used in the Agreement will have the meaning set out in Appendix 1 unless the subject matter or content is inconsistent therewith.

2. USE OF LOOPIO PLATFORM AND HELP CENTER AND ONLINE RESOURCES
(a) **Use of the Loopio Platform**. Subject to the terms and conditions of the Agreement and payment of all applicable Fees, your access and use of the Loopio Platform is provided in accordance with the specifications described in our Help Center and Online Resources.

(b) **License to Help Center and Online Resources**. Subject to the terms of the Agreement and payment of the applicable Fees, we grant you a limited, non-exclusive, non-transferable, non-sub-licensable and revocable license to use the Help Center and Online Resources for the purposes of accessing and using the Loopio Platform during the Term.

(c) **Onboarding Services**. We will use commercially reasonable efforts to provide the Onboarding Services in a professional and workman-like manner.

(d) **Professional Services**. If you purchase any Professional Services or if the provision of Professional Services is included in the Order Form, we will use commercially reasonable efforts to provide the Professional Services in a professional and workman-like manner. Unless indicated otherwise in the Order Form, all Professional Services will be performed on a time and materials basis at our then-current standard hourly or daily rates. Use of Professional Services is subject to the terms and conditions of this Agreement. For Professional Services included inthe Order Form based on a predefined number of hours available per year as specified in the Order Form ("**Professional Services Hours**"), those Professional Services Hours must be used within the then current subscription year. For clarity, any unused Professional Services will expire upon the end of the then current subscription year and do not accrue for any subsequent year.

(e) **User IDs**. You will ensure that all Users access and use the Loopio Platform solely through a unique User identification assigned by you to such User. You are responsible for the compliance by all Users with the Agreement, and all Fees and charges incurred by Users in connection with their access to and use of the Loopio Platform, and any and all activity occurring under the User identification associated with Users. You will not permit Users to share their User identification with any other Person and you will not create generic User identification for use by multiple Users.

(f) **Restrictions on Use of the Loopio Platform**. You will use the Loopio Platform as contemplated in the Agreement and Customer shall not, and shall not allow third parties (together, the "**Use Restrictions**"):

(i) license, sublicense, sell, resell, lease, transfer, assign, distribute, time share or otherwise make the Loopio Solution available to any third party except Users;

(ii) modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Loopio Property, except to the extent expressly permitted in writing by us or pursuant to Applicable Law;

(iii) circumvent any User limits or other use restrictions that are built into the Loopio Solution;

(iv) cause interference with the Loopio Platform's network operations, attempt to bypass our network or security controls, or otherwise re-arrange, disconnect, disable, remove, repair or otherwise interfere with any parts of the Loopio Solution or the receipt of services by our other customers;

(v) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the technology underlying the Loopio Platform;

(vi) use, or permit the use of, the Loopio Solution in a manner contrary to Applicable Law or that infringes, violates or misappropriates the rights of any third parties, including the privacy rights or intellectual property rights of such third parties;

(vii) send any unsolicited commercial communications prohibited by Applicable Law;

(viii) store or process Personal Information characterized as sensitive information under applicable Privacy Laws, including any health information, social insurance, social security or credit card numbers;

(ix) use the Loopio Solution in order to build a competitive solution or service;

(x) access (or attempt to access) any of the Loopio Solution by any means other than through the user ID that is provided by Loopio;

(xi) access the Loopio Solution if you are a competitor of ours; or

(xii) remove any proprietary notices, labels, or marks from the Loopio Solution.

(g) **Notification**. You will notify us if you become aware of a breach of the restrictions on the use of the Loopio Platform in the Agreement, including the Use Restrictions.

(h) **Suspension Rights to Address Issues or for Violation of the Agreement**. Without limiting our rights and remedies under the Agreement, we, at our discretion, may suspend your access to the Loopio Platform:(i) to address technical, security or other emergency issues; or (ii) if we believe you have violated any provision of the Agreement, including the Use Restrictions. In such circumstances, we will use commercially reasonable efforts to notify you of the reasons for suspension as soon as practicable, but may not be able to do so at the time of suspension if the reason for the suspension is to address an emergency issue, but we will notify you promptly thereafter. In the circumstances described in clause (i), upon the resolution of the emergency issue, we will promptly reinstate your access to the Loopio Platform. We will not be responsible to you for any damages or be obligated to repay any fees to you that may result arising from a suspension in accordance with this Section 2(h).

3. PRIVACY
(a) **Access to your User Account Information**. During the course of making available the Loopio Platform to you we may host, disclose, collect, store and use Personal Information of your authorized users granted access by you to the Loopio Platform (each, a "**User**") in accordance with our Privacy Policy, including: (i) if required by Applicable Law or any Governmental or Regulatory Authority; or (ii) if necessary to perform our obligations or to exercise our rights under the Agreement, including to monitor usage by your Users, and detect, investigate or prevent any actual or potential violation of the Agreement, including the Use Restrictions.

(b) **Personal Information**. The primary purpose of the Loopio Platform is not to host, process or store Personal Information of third parties uploaded by you, and we do not actively access, monitor, process or amend such Personal Information except to the extent requested by you in connection with our performance of the User Support Services or as an incidental part of the automated processing performed by the Loopio Platform. To the extent that you upload such Personal Information you are responsible for ensuring that your use of the Loopio Platform and provision of such Personal Information is in compliance with all applicable Privacy Laws and that you have provided all necessary notice, obtained all necessary consents, and otherwise have all authority to provide such Personal Information to Loopio for the purposes of this Agreement.

(c) **Privacy Policy**. Customer understands that any Personal Information will be treated in accordance with Loopio's Privacy Policy, the then-current version is accessible via https://loopio.com/privacy (the "**Privacy Policy**"). We reserve the right to update the Privacy Policy and an up-to-date version of our then current Privacy Policy will be made accessible via the Website. We will provide you with notice of any material changes by sending an email to the contract address in the Order Form or through the Loopio Platform.

(d) In the course of rendering the Services, Loopio shall:

(i) only use Personal Information for the purposes of rendering the Loopio Solution in accordance with the Agreement and as otherwise instructed by Customer in writing from time to time;

(ii) not disclose any Personal Information to any third party without the prior written consent of Customer;

(iii) where any disclosure or transfer of Personal Information is required by law, promptly notify Customer in writing before complying with any such requirement for disclosure (except where legally prohibited to do so);

(iv) limit access to Personal Information only to those employees and sub-processors who need to have access to the Personal Information for the purposes providing the Loopio Solution;

(v) notify Customer in writing immediately upon Loopio becoming aware of, or suspecting, any loss, theft, damage or unauthorized or unlawful access or processing, and comply with all instructions of Customer in connection therewith

(vi) provide Customer (or its representatives) with access to the records, facilities and premises of Loopio for the purposes of auditing, inspecting, examining and otherwise verifying Loopio's compliance with this Section 3; and

(vii) enter into a written agreement with each subcontractor or third party that has access to Personal Information that imposes obligations on the sub-contractor or third party that are substantially similar to those imposed on Loopio under this Section 3.

4. SUPPORTED BROWSERS; USER SUPPORT; MAINTENANCE AND UPGRADES

(a) **Supported Browsers**. Although the Loopio Platform is designed to operate with most internet browsers including Google Chrome, Safari, Microsoft Edge and FireFox, our recommended internet browser is Google Chrome. Although the Loopio Platform may be accessible through Internet Explorer, we do not support Internet Explorer and will not be responsible for your use of the Loopio Platform through Internet Explorer. Accordingly, any support requests for Internet Explorer will result in our recommendation you migrate to a different browser supported by us.

(b) **User Support Services**. We make available support via telephone and email at the phone number and email address located on Loopio's Help Center and Online Resources on Monday through Friday from 9am ET to 9pm ET, except during statutory holidays observed the Province of Ontario, Canada.

(c) **Maintenance and Upgrades**. You acknowledge and agree that the Loopio Platform is made available to you as a software-as-a-service. Accordingly, due to the nature of software-as-a-service, you are not subscribing to fixed set of specifications and functionality or the expectation of any future functionality. We may perform maintenance or provide upgrades to the Loopio Platform from time to time to provide enhanced features and improvements, bug fixes and error corrections. We will use commercially reasonable efforts to provide you with 48 hours' advance notice prior to our performance of any scheduled maintenance or upgrades, which may result in the unavailability of the Loopio Platform. The extent of the new features or functionality that may be made available to you will depend on your then current subscription plan.

5. OWNERSHIP AND LICENCE TO CONTENT

(a) Exclusive Ownership. Except for the rights and licenses granted in the Agreement, you acknowledge and agree that we and our licensors own (and will own) any and all intellectual property rights in and to: (i) the Loopio Solution; (ii) the De-Identified Information; (iii) anything developed or delivered by or on behalf of Loopio under the Agreement; (iv) Feedback; and (v) any modifications, improvements, customizations, updates, enhancements, aggregations, compilations, translations, adaptations or derivative works in the foregoing subsections (i) through (iv) (together, the "**Loopio Property**"). All rights not expressly granted by us under the Agreement are reserved.

(b) **Content**. As between you and Loopio, you own any and all intellectual property rights in and to the content you provide, create, store and process through the Loopio Platform (the "**Content**"). You hereby grant Loopio a worldwide, royalty-free, fully paid-up, non-exclusive license during the Term to host, collect, use and store the Content: (i) for the purpose of making available the Loopio Solution to you and to provide related services to you; (ii) to exercise our rights and perform our obligations under the Agreement; and (iii) to generate anonymized and aggregated information to enable us to monitor the performance, use and stability of the Loopio Platform, and to improve the Loopio Solution (the "**De-Identified Information**").

6. CONFIDENTIALITY

(a) **Confidentiality**. "**Confidential Information**" means information of a Party (the "**Disclosing Party**") that the other Party (the "Receiving Party") receives in connection with the provision or receipt of the Loopio Solution under the Agreement, which based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential to the Disclosing Party, including, with respect to you, your Content and Personal Information, and with respect to Loopio, information concerning Loopio Property and the provisions of the Agreement. Notwithstanding the foregoing, Confidential Information (other than Personal Information) does not include information that is: (i) previously known to the Receiving Party prior to disclosure by the Disclosing Party, without any obligation of confidentiality; (ii) publicly known or becomes publicly known through no breach of the Agreement by the Receiving Party; (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information; and (iv) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

(b) **Obligation to Protect Confidential Information**. A Receiving Party will: (i) limit access and use of Disclosing Party's Confidential Information to those of the Receiving Party's employees and agents that require such access and use in connection with the Agreement; (ii) not disclose the Disclosing Party's Confidential Information to third parties,

unless authorized pursuant to this Section 6; (iii) protect the Disclosing Party's Confidential Information as it protects its own Confidential Information, but in any event with not less than a reasonable degree of care; and (iv) not use the Disclosing Party's Confidential Information for any purpose except as required to exercise its rights or perform its obligations hereunder or as otherwise specifically permitted by the other Party.

(c) **Permitted Disclosures**. The Receiving Party may disclose Disclosing Party's Confidential Information:

(i) if and to the extent required by a Governmental or Regulatory Authority or otherwise as required by Applicable Law, provided that the Receiving Party must first give the Disclosing Party notice of such compelled disclosure (except where prohibited by Applicable Law from doing so) and must use commercially reasonable efforts to provide the Disclosing Party, unless prohibited by Applicable Law, with an opportunity to take such steps as you desire to challenge or contest such disclosure or seek a protective order. Thereafter, the Receiving Party may disclose the applicable Confidential Information, but only to the extent required by the applicable Governmental or Regulatory Authority or Applicable Law and subject to any protective order that applies to such disclosure; and

(ii) to: (A) the Receiving Party's accountants, auditors, legal counsel and other professional advisors if and to the extent that such Persons need to know such Confidential Information in order to provide the applicable professional advisory services relating to its business; (B) Personnel if and to the extent that such Personnel need to know such Confidential Information for purposes relating to the provision of the Loopio Solution to you or the exercise of its rights under the Agreement; provided that such Person has entered into a written agreement with the Receiving Party that includes confidentiality obligations in respect of the Confidential Information that are no less stringent than those contained in the Agreement. We may also disclose your identity and the terms of the Agreement (if necessary), but not your Content, to potential permitted assignees or successors or partners if and to the extent that such Persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation, partnership or other corporate transaction involving our business or assets, which Person shall be legally bound to protect such Confidential Information.

(d) Feedback. If you provide suggestions, comments and feedback regarding the Loopio Solution ("**Feedback**") you covenant that any Feedback provided by Customer or its Users, including, in each case all intellectual property rights therein or relating thereto, are and shall remain the exclusive property of Loopio or its licensors. Customer hereby assigns to Loopio all of its right, title, and interest in and to any Feedback, including all intellectual property rights therein or relating thereto. The Parties acknowledge and agree that the Feedback shall not to contain any Content.

7. NETWORK SECURITY AND DATA BREACH
(a) We will use commercially reasonable physical, organizational and technical measures to protect your Confidential Information against unlawful access, use or disclosure.

(b) Despite such efforts, you acknowledge that our collection, storage, use, and disclosure of Content and Personal Information as contemplated hereunder, will involve transmission over the Internet and over various networks, only part of which may be owned or operated by us. Customer acknowledges and understands that Content or Personal Information may be accessed by unauthorized persons when communicated across the Internet, network communications facilities or other electronic means. We are not responsible for any Content or Personal Information that is delayed, lost, destroyed, altered, intercepted or stored during the transmission of such data across network infrastructure not owned or operated by us, including the Internet, third party websites or your or Users' local networks. You agree that we are not in any way responsible for any interference with your or you Users' use of or access to the Loopio Solution via such means or security breaches arising from or attributable to such network infrastructure and, to the fullest extent permitted by Applicable Law, you waive any and all claims against us in connection therewith.

8. FEES AND PAYMENT TERMS
Unless otherwise set out in the Order Form:

(a) **Fees, Payment & Charges**. You will pay the applicable fees set out in the Order Form, our invoices to you or as otherwise agreed pursuant to the Agreement (the "**Fees**"). We reserve the right to change the Fees for any Renewal Term by providing you with not less than 30 days' notice prior to the commencement of each Renewal Term, provided that we will not increase the Fees by more than the then-current list prices at which we generally make available the Loopio Solution to our customers. All Fees are non-refundable, except where you terminate the Agreement for our uncured material breach pursuant to Section 9(b) , in which case we will provide you with a refund for any prepaid Fees on a pro-rata basis calculated from the effective date of termination. In the event that Customer requires a Purchase Order number issued prior to payment of any Loopio invoices issued pursuant to the applicable Order Form, then such Purchase Order number must be provided to Loopio prior to the activation of the Loopio Solution. Customer's execution and return of the applicable Order Form to Loopio without designating a Purchase Order

number is deemed an acknowledgment that no purchase order is required for payment of invoices hereunder. Terms, provisions or conditions on any Purchase Order, if any, together with any acknowledgments or other business processes, forms or writing that Customer may use or require in connection with the provision of the Loopio Solution from Loopio are of no force and effect and will have no effect on the rights, duties and obligations of the Parties hereunder, regardless of any failure of Loopio to object to such matters.

(b) **Invoicing**. We will send you an invoice for any Fees that become due and payable. You will pay all invoiced amounts in accordance with the terms set out in the Order Form and as referenced in each invoice.

(c) **Set-off; Suspension Rights and Additional Costs for Late Payment.** You may not withhold or setoff any amounts due under the Agreement. We reserve the right to suspend your access to the Loopio Solution, after providing written notice of overdue payment, until all due amounts are paid in full. To offset our additional processing costs arising from late payment, we may invoice you for reasonable administrative charges as set from time to time for administrative or account activities, including collection efforts due to non-payment, bounced checks or rejected payments.

(d) **Credit Card Payments**. If we permit you to pay the Fees through your credit cards, your use of the Loopio Solution will be subject to the Credit Card Addendum.

(e) **Taxes**. The Fees and any other amounts quoted in the Agreement do not include tax. You are responsible for paying all governmental sales, use, value-added, commodity, harmonized and other taxes imposed on your access to and use of the Loopio Solution, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with the Agreement, other than taxes based on our net income or profits. To the extent we are required to collect such taxes, the applicable tax will be added to your invoice.

9. TERM AND TERMINATION

(a) **Term**. The Agreement will commence on the Effective Date and will continue throughout the Initial Term, and thereafter, will automatically renew for successive one year periods, except as otherwise agreed in the Order Form (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless and until: (i) the Agreement is terminated or expires pursuant to this Section 9; or (ii) either Party notifies the other Party of its intention not to renew the Agreement, which notice must be provided no less than 30 days prior to the date of expiry of the Initial Term or any then-current Renewal Term.

(b) **Termination for Cause**. Either Party may terminate the Agreement for cause if the other Party commits a material breach of a material provision of the Agreement, and fails, within 30 days after receipt of notice of such breach, to cure such breach, except that a Party may terminate the Agreement for cause with immediate effect if such breach is not capable of remedy or if you breach any Use Restriction.

(c) **Termination for Convenience by You**. If you wish to terminate the Agreement, you can do so at any time by e-mailing us at support@loopio.com. If you terminate for convenience, all outstanding Fees for the unexpired portions of the then-current Initial Term or Renewal Term will become immediately due and payable, irrespective of the payment frequency or other payment terms set out in the Order Form. If you have pre-paid the Fees for a portion of the Term, such pre-paid Fees will not be repayable by us.

(d) **Other Termination by Us**. We may immediately terminate the Agreement (in whole or in part) on written notice to you if the provision of the Loopio Solution becomes, in our opinion, prohibited under Applicable Law or to comply with an order of a Governmental or Regulatory Authority requiring us to cease making available the Loopio Solution to you, in which case your sole and exclusive remedy will be to receive a refund of any pre-paid Fees attributable to the period after the effective date of termination.

(e) **Effect of Termination**. Upon expiration or termination of the Agreement your access to and rights to use the Loopio Solution will immediately terminate. Upon payment of all applicable Fees under the Agreement and provided that you notify us within 30 days of the effective date of termination or expiry of the Agreement, you may request and receive a copy of your Content and Personal Information from the Loopio Platform (subject to a legal requirement to maintain such information), and we will use commercially reasonable efforts to fulfill such request within 30 days of your request in either Microsoft Word or Excel file formats. If you do not notify us within 30 days of the effective date of termination or expiry of the Agreement your Content will be deleted.

(f) **Survival**. The following Sections, together with any other provision of the Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of the Agreement, will survive expiration or termination of the Agreement for any reason:

Section 1 (Definitions), Section 5 (Ownership), Section 6 (Confidentiality), Section 7 (Internet Security and Data Breach), Section 8 (Fees and Payment Terms), Section 10 (Indemnification), Section 11 (Warranties; Disclaimers; Limitation of Liabilities), this Section 9(f) (Survival), and Section 12 (General Terms).

10. INDEMNIFICATION
(a) **Your Indemnity to Us**. You will defend and hold harmless us and our affiliates, employees, officers, directors, agents, successors and assigns, at your own expense, against any and all third party liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with: (i) your Content; (ii) your violation of any third party rights (including third party intellectual property rights or privacy rights); and (iii) your use of the Loopio Solution contrary to the Agreement.

(b) **Our Indemnity to You**. We will defend and hold harmless you and your employees, officers, directors, agents, successors and assigns, at our own expense, against any and all third party liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with any third party claims that your use of the Loopio Platform as permitted hereunder infringes or misappropriates the intellectual property rights of a third party under the laws of the United States, Canada or England and Wales ("Infringement Claim") In the event of an Infringement Claim, or if Loopio reasonably believes the Loopio Platform may infringe or misappropriate, Loopio may in its discretion and at no cost to Customer (i) modify the Loopio Platform so that they no longer infringe or misappropriate, (ii) obtain a license for Customer's continued use of the Loopio Platform in accordance with this Agreement, or (iii) terminate the applicable Order Form for the Loopio Solution upon written notice and refund to Customer any prepaid Fees covering the remainder of the term of such Order Forms after the effective date of termination. This section 10(b) states Loopio's sole liability to, and Customer's exclusive remedy, in respect of any Infringement Claim.

(c) **Indemnification Procedures**. The indemnifying Party under Section 10(a) or 10(b), as applicable, will pay all damages finally awarded by a court of competent jurisdiction to the third party claimant or any settlement amounts agreed by the indemnifying Party along with all fees, costs and expenses (including reasonable attorneys' fees) incurred. The indemnifying Party's obligations under this Section 10 are subject to the condition that the indemnified Party will: (i) notify the indemnifying Party promptly of any claims within 10 days of being served with a claim; and (ii) permit the indemnifying Party to control the defense and settlement of such claims (provided that the indemnifying Party will not settle or compromise any claim that requires the indemnified Party to make any admission of liability or take any actions, without the indemnified Party's consent). Without limiting the foregoing, the indemnified Party will assist and cooperate with the indemnifying Party, as requested by the indemnifying Party at the indemnifying Party's expense, in defending or settling the applicable claim.

11. WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY.
(a) **Your Warranties**. You covenant, represent and warrant to us that: (i) the Content you provide to us or through the Loopio Platform will only contain Personal Information in respect of which you have provided all notices and disclosures, obtained all applicable third party consents and permissions and otherwise have all authority, in each case as required by Applicable Law, to enable us to provide the Loopio Solution to you and your users; (ii) the Content will not infringe, violate or misappropriate the rights of any third parties, including the intellectual property rights and moral rights of such third parties; and (iii) you will, at all times, comply with Applicable Law in connection with your use of the Loopio Platform.

(b) **Our Warranties**. We hereby covenant and warrant to you that: (i) we have the right to make available to you the Loopio Platform and Help Center and Online Resources under the terms of the Agreement; and (ii) the User Support Services will be performed in a professional and workman-like manner; and (iii) we will, at all times,comply with Applicable Law in connection with providing the Loopio Platform. You acknowledge and agree that your right to terminate the Agreement pursuant to Section 9(b) will be the sole and exclusive remedy for any breach of Sections 11(b) (i) and (ii).

(c) **DISCLAIMER**. EXCEPT AS EXPRESSLY SET OUT IN THE AGREEMENT, THE LOOPIO SOLUTION IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WE DO NOT MAKE ANY EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE LOOPIO SOLUTION, INCLUDING ANY WARRANTIES OR CONDITIONS OF QUALITY, RELIABILITY, COMPATIBILITY, PERFORMANCE, INTEGRITY OF DATA, SECURITY, MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING. LOOPIO FURTHER DOES NOT REPRESENT OR WARRANT THAT THE LOOPIO SOLUTION WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT DATA LOSS (INCLUDING PACKET LOSS).

(d) **Limitation of Liability – Type**. To the maximum extent permitted by Applicable Law, neither Party nor any of its affiliates, licensors or subcontractors will have any liability to the other or any other Person or entity under the Agreement for: (i) any indirect, reliance, incidental, special, punitive, exemplary or consequential damages; (ii) loss of revenue or profit, loss of or damage to data, business interruption, replacement or recovery costs (whether direct or indirect losses); or (iii) any third party breach pursuant to Section 7(b), or any other unauthorized access to the Loopio Solution and Content (except to the extent that such unauthorized access is directly attributable to our gross negligence or willful misconduct) (whether direct or indirect losses); in each case, whether arising from contract, equity, tort (including negligence or strict liability) or any other theory of liability, even if a Party has been advised of the possibility of such damages, or they are foreseeable.

(e) **Limitation of Liability – Amount**. To the maximum extent permitted by Applicable Law, in no event will either Party's (including its licensors and subcontractors) total aggregate liability to the other Party arising out of or related to the Agreement, whether in contract, tort or under any other theory of liability, exceed the total amount paid by you hereunder in the 12 months preceding the incident giving rise to the claim.

(f) **Fair Allocation of Risk**. The disclaimer of representations, warranties and conditions and limitation of liability constitute an essential part of the Agreement and reflect a fair allocation of risk between us. You acknowledge and agree that but for the disclaimer of representations, warranties and conditions and limitation of liability, neither Loopio nor any of its licensors would enter into (including granting the rights granted in) the Agreement.

12. GENERAL TERMS

(a) **Notices**. Notices sent to either Party will be effective when received by the other Party. Notices must be in writing and sent to the other Party's address or email set forth in the Order Form. You will notify us of any changes if your contact for notices changes.

(b) **Construction**. Except as otherwise provided in the Agreement, each of our rights and remedies under the Agreement are cumulative. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of the Agreement are for reference purposes only and have no substantive effect. The terms "consent" or "discretion", when used in respect to Loopio in the Agreement, means our right to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain our decision.

(c) **Subcontractors**. We may use subcontractors and sub-processors to assist us with the provision of the Loopio Solution to you, including the hosting and back-up of your Content and Personal Information, as detailed in our Privacy Policy.

(d) **Independent Contractors**. The Agreement does not create a partnership, agency, franchise, joint venture or employment relationship between the Parties. Our relationship to you is that of an independent contractor and neither of us will have, or will represent to any third party that it has, any authority to act on behalf of the other Party.

(e) **Logos**. You hereby grant us to the non-exclusive right and licence to use your name, logo, trademark and tradenames (the "Client Brand") for sales and marketing purposes to reference you as our customer, including on our Website. For the avoidance of doubt, we will not use your Client Brand for any other purposes without your prior consent.

(f) **Force Majeure**. Neither you (except for payment due under the Agreement) nor us will be liable for delays caused by any event or circumstance beyond our reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.

(g) **Severability**. If any term or provision hereof be deemed unlawful, invalid, void or un-enforceable by a court of competent jurisdiction, either in its entirety or in a particular application, the remainder of the Agreement will nonetheless remain in full force and effect and the invalid, void or unenforceable portion will be severed from the Agreement.

(h) **Export Control**. Use of the Loopio Platform may be subject to the export and import laws of Canada, the United States and other countries. You agree to comply with all applicable export and import laws and regulations that may apply to the Loopio Platform.

(i) **Applicable Law and Venue**. The Agreement and any action related thereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any conflict of laws principles. Any legal proceedings arising out of or relating to the Agreement will be subject to the jurisdiction of the courts sitting in Toronto, Ontario, Canada, and the Parties irrevocably attorn to the

exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Agreement. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.

(j) **Entire Agreement**. The Agreement constitutes the entire agreement governing your use of the Loopio Solution between us and supersedes all prior or contemporaneous agreements, representations or other communications, whether written or oral, including any non-disclosure and pilot agreements. The Agreement will not be modified except by written agreement of the Parties or by us to the extent set out in the Agreement.

(k) **Waiver**. Our failure to exercise or enforce any right or provision under the Agreement will not constitute a waiver of such right or provision.

(l) **Assignment**. Neither Party may assign any part of the Agreement or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without the other Party's prior written consent. Notwithstanding the foregoing, either Party ("Assigning Party") may assign this Agreement without the other Party's ("Assignee Party") consent in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of the Party so long as such assignment is not to a competitor of the Assignee Party. In the event any assignment is to a competitor of Assignee Party, the Assignee Party has the right to promptly terminate the Agreement and provide / receive (as the case may be), a prorated refund of pre-paid unused fees from the date of termination. Any assignment in violation of this Section will be void. The Agreement will ensure to the benefit of, and be binding upon, each of us and each of our permitted successors and assigns.

(m) **Order of Precedence**. To the extent of any conflict or inconsistency between these Terms and Conditions and the terms and conditions in the Order Form, the terms and conditions in the Order Form will prevail to the extent of such conflict or inconsistency.

(n) **Electronic Execution**. The Agreement may be executed in one or more counterparts (including electronically), each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

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

APPENDIX 1
DEFINITIONS
1. Defined Terms

(a) "**Agreement**" has the meaning set out in the Order Form.

(b) "**Applicable Law**" means all applicable provisions of all statutes, laws, rules, regulations, administrative codes, ordinances, decrees, orders, decisions, injunctions, awards judgments or other requirements of any Governmental or Regulatory Authority, including Privacy Laws.

(c) "**Client Brand**" has the meaning set out in Subsection 12(e).

(d) "**Confidential Information**" has the meaning set out in Section 6(a).

(e) "**Content**" has the meaning set out in Section 5(b).

(f) "**Credit Card Addendum**" means the terms applicable to payment by credit card on our Website accessible via https://loopio.com/credit-card

(g) "**Customer**" or "**you**" or "**your**" each has the meaning set out in the Order Form.

(h) "**De-Identified Information**" has the meaning set out in Section 5(b).

(i) "**Disclosing Party**" has the meaning set out in Section 6(a).

(j) "**Effective Date**" has the meaning set out in the Order Form.

(k) "**Feedback**" has the meaning set out in Subsection 6(d).

(l) "**Fees**" has the meaning set out in Subsection 8(a).

(m) "**Governmental or Regulatory Authority**" means any national, provincial, state, county, municipal, quasi-governmental or self-regulatory department, authority, organization, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown corporation, or court or other law, rule, or regulation-making entity having jurisdiction over us, you, or any other Person, property, activity, event or other matter in connection with or related to the Agreement, including subdivisions of, political subdivisions of and other entities created by, such entities.

(n) "**Help Center and Online Resources**" means any documentation or online resources made available by us to you in respect of use of the Loopio Platform or otherwise accessible via the Loopio Platform and/or expressly referenced in the Agreement.

(o) "**Initial Term**" has the meaning set out in the Order Form.

(p) "**Loopio**" or "**our**" or "**us**" or "**we**" have the meaning set out in the Order Form.

(q) "**Loopio Platform**" means our request for proposals and security questionnaire response software-as-a-service platform.

(r) "**Loopio Property**" has the meaning set out in Subsection 5(a).

(s) "**Loopio Solution**" means the Loopio Platform, the User Support Services and the Help Center and Online Resources.

(t) "**Onboarding Services**" means the onboarding services agreed by the Parties and set out in the Order Form.

(u) "**Order Form**" means the order form agreed by you and us detailing the commercial terms governing your access to or use of the Loopio Platform.

(v) "**Party**" or "**Parties**" has the meaning set out in the Order Form.

(w) "**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, or Governmental or Regulatory Authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

(x) "**Personal Information**" means information about an identifiable individual that is transferred by Customer, or its permitted agents, to Loopio hereunder.

(y) "**Personnel**" means our employees, individual contractors engaged on a staff augmentation basis, agents and representatives, and our subcontractors, including sub-processors.

(z) "**Privacy Laws**" means any applicable privacy, personal data protection, or other similar laws.

(aa) "**Privacy Policy**" has the meaning set out in Section 3(c).

(bb) "**Professional Services**" means professional services provided by us to you which may include Content migration, manual formatting and Loopio library maintenance or other professional services.

(cc) "**Receiving Party**" has the meaning set out in Section 6(a).

(dd) "**Renewal Term**" has the meaning set out in Section 9(a).

(ee) "**Services**" means the provision of the Loopio Solution and the Professional Services, where applicable to the Customer by Loopio.

(ff) "**Term**" has the meaning set out in Subsection 9(a).

(gg) "**Terms and Conditions**" means these terms and conditions set out in this document or, if amended by agreement of the Parties, as appended to or associated with your Order Form.

(hh) "**Use Restrictions**" has the meaning set out in Subsection 2(f).

(ii) "**User**" has the meaning set out in Subsection 3(a).

(jj) "**User Support Services**" means the User support services described in Subsection 4(b).

(kk) "**Website**" means the website located at loopio.com or such other URL that we use to make the Loopio Platform accessible to you from time-to-time.