

VISIER MASTER SOFTWARE AS A SERVICE AGREEMENT

The Agreement is entered into by and between Visier Solutions Inc., a British Columbia corporation with its address at 400 – 858 Beatty Street, Vancouver, BC V6B 1C1 Canada (“Visier”) and the Customer entity identified on the applicable Order (“Customer”) as of the Effective Date. The Agreement sets forth the terms and conditions under which Visier will provide Customer’s Authorized Users with access to and use of the SaaS Services. Each Order is subject to the terms and conditions of the Agreement. All updates, modifications, and enhancements to the SaaS Services and all SaaS Services subsequently purchased by Customer under an Order are subject to the terms and conditions of the Agreement. Visier and Customer agree to be bound by the Agreement. Capitalized terms not otherwise defined herein have the meanings given to them in Section 13 (Definitions).

1. SaaS Services

1.1. Access and Use. Subject to the terms of the Agreement and payment of all applicable fees, Visier shall make the SaaS Services and Documentation available to Customer’s Authorized Users, solely for access and use by such Authorized Users during the term of the applicable Order for the internal business purposes of Customer and its Affiliates. Customer is responsible to procure and maintain the networks, software and equipment necessary to connect Customer’s network to the Internet and to access the SaaS Services, as set out in the Documentation. Customer is also responsible for (i) maintaining the confidentiality of User IDs assigned to its Authorized Users and associated passwords, (ii) any and all activities that occur while operating under each such User ID, and (iii) compliance of its Authorized Users with the terms of the Agreement. Customer agrees to immediately notify Visier of any unauthorized use of a User ID of which Customer becomes aware.

1.2. Data Control. To use the SaaS Services the Customer must transfer Customer Data to Visier for processing. The Customer determines and controls in its sole discretion the selection of Customer Data for transfer to Visier. Customer is solely responsible for the authority, quality, accuracy, transfer, and completeness of the Customer Data. Visier will store, process and transfer Customer Data for the sole purpose of providing, maintaining, and supporting the SaaS Services as contemplated under the Agreement.

1.3. Application Content. The SaaS Services allow Authorized Users to represent information and insights using a variety of prebuilt and preformed visualizations. The complete set of visualizations that the SaaS Services can theoretically produce is called the Application Content. Specific availability of Application Content will vary for each customer as each customer's configuration of data within Visier's services determines the Application Content produced for that customer. Accordingly, Visier cannot and does not guarantee the availability of any specific Application Content in the Customer’s own unique instance of the SaaS Services.

1.4. Benchmarks. The SaaS Services provides for Benchmarks as may be identified on the applicable Order. Benchmarks are proprietary to Visier and provided to Customer in a form and frequency determined by Visier in its sole discretion from time to time. By participating in Benchmarks, Customer agrees to Visier’s production of Aggregate Data. Benchmarks may be provided in combination with third-party content sourced from relevant industry contributors. As Benchmarks are dependent on adequate data input in any individual query, Visier does not guarantee the accuracy, completeness, timeliness, or availability of Benchmarks, as the same may be modified from time to time.

1.5. Incorporated Documents and Supplemental Addendums. The Incorporated Documents set out in the table below are made part of the Agreement. Each Supplemental Addendum set out in the table below may be made part of the Agreement at Customer’s election by (i) attaching same to this MSA as an exhibit at the time of initial signature, or (ii) at any time following the Effective Date by Customer’s execution and delivery of same.

<u>Incorporated Documents</u>	<u>Supplemental Addendums</u>
Acceptable Use Policy	Artificial Intelligence Addendum
Insurance Schedule	Data Privacy Addendum

Safeguards Policy	Professional Services Addendum
Support Policy	

2. Restrictions

Customer, its Affiliates, and Authorized Users may not, and may not permit any person or entity to: (i) resell, transfer, make available, or allow the use of the SaaS Services, or any part thereof, directly or indirectly, to or by any person who is not an Authorized User or for the benefit of any third party other than an Affiliate of Customer, without the prior written approval of Visier; (ii) copy, reverse engineer or otherwise attempt to obtain the source code for any component of the software used to provide the SaaS Services, except and only to the extent these restrictions are expressly prohibited by applicable statutory law; (iii) alter, modify or adapt any component of the SaaS Services or any software used to provide the SaaS Services, including without limitation, translating or creating derivative works; (iv) introduce into or transmit through the SaaS Services any virus, worm, trap door, back door, or other harmful or malicious code, files, scripts, agents, or programs; (v) transmit or store infringing material in the SaaS Services; (vi) assign a User ID or make the SaaS Services available to any person who is less than 13 years old; (vii) use or permit, except with the express prior authorization of Visier and under supervision by Visier, the use of any security testing tools in order to probe, scan, or attempt to penetrate or ascertain the security of the SaaS Services; (viii) make any component of the SaaS Services available by loan, rental, service bureau, external time sharing or similar arrangement; (ix) access, attempt to access, or use the SaaS Services other than through a validly assigned User ID; (x) share a User ID with anyone other than the designated Authorized User; (xi) export or re-export the SaaS Services, Documentation, or any component or direct product thereof, except in compliance with all applicable export laws, restrictions, and regulations; or (xii) remove, overprint, deface, obfuscate, or change any notice of confidentiality, copyright, trademark, logo, legend, or other notices of ownership or other rights from the SaaS Services or Documentation.

3. Term, Termination and Suspension

3.1. Agreement Term. The Agreement shall commence on the Effective Date and continue until all Orders have expired or are otherwise terminated in accordance with the Agreement.

3.2. Order Term and Renewal. Each Order will identify the initial term for purchases of SaaS Services made in that Order. Unless otherwise specified in the applicable Order, upon expiration of the initial term or any subsequent renewal term, all SaaS Services will automatically renew for additional successive renewal terms, each with a duration equal to the duration of the expiring term, except that either party may prevent a renewal by giving the other party notice of non-renewal at least sixty (60) days prior to the end of the expiring term.

3.3. Termination for Cause. In the event that a party breaches any material provision of the Agreement and such breach is not cured within thirty (30) days after receiving written notice of such breach from the other party such other party shall have the right to either terminate the Agreement or terminate the Order that was the subject of such breach. The Agreement may also be terminated upon written notice by a party if the other party: (i) terminates or suspends its business activities; (ii) liquidates all or a substantial portion of its assets for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority to effect such liquidation of assets; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes to effect such liquidation of assets. Termination of the Agreement immediately terminates all Orders. In the event Customer terminates an Order (including by termination of the Agreement) for cause pursuant to this Section, Customer shall receive a pro-rata refund of the pre-paid fees corresponding to the terminated portion of the affected term. In the event Visier terminates an Order (including by termination of the Agreement) for cause pursuant to this Section, the payment obligation for all fees and charges corresponding to the terminated portion of the affected term shall accelerate and become due and payable immediately.

3.4. Suspension. Visier may suspend Customer's and its Affiliates' access to and use of the SaaS Services (i) if Visier reasonably believes Customer is in breach of any obligation or restriction under the Agreement and/or (ii) if any payment, other

than an amount subject to good faith dispute, is due but unpaid and Customer has not corrected the delinquency within ten (10) days after Visier has provided Customer written notice of such delinquency. SaaS Services will resume within a reasonable time after the breach or delinquency has been corrected. Visier shall not be liable to Customer or to any Affiliate of Customer or other third party for any suspension of the SaaS Services pursuant to this Section.

4. Fees

4.1. Payment and Late Fees. Upon execution of an Order, Customer commits to pay all fees and charges in the Order for the full duration of the term of the Order. All fees and charges are payable in accordance with the payment terms specified on that Order or within thirty (30) days of the invoice date if no payment terms are so specified. Payment amounts that are overdue, other than an amount subject to good faith dispute, will incur interest in an amount equal to one percent (1%) per month or the maximum allowed by law, whichever is less. Subject to the mandatory provisions of local law, all fees and charges are non-cancelable and non-refundable except as expressly provided in the Agreement. Unless otherwise specified in the applicable Order, all fees and charges under the Agreement shall be in United States dollars and all references to “dollars,” and “\$” shall mean United States dollars. Customer is responsible for providing complete and accurate billing and contact information and must provide Visier prompt notice of any changes to such information.

4.2. Taxes. All fees and charges set forth in an Order are exclusive of any Taxes. Customer is responsible for paying all Taxes arising out of the Orders or other transactions contemplated by the Agreement, excluding only taxes based on Visier’s net income. If Visier has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.

4.3. Invoicing. Unless otherwise specified in the applicable Order, (i) the first year amount of all annually recurring fees, and all one-time fees are invoiced upon receipt of the applicable Order, (ii) subsequent year annually recurring fees are invoiced no earlier than thirty (30) days prior to the start of each annual period of the applicable term, and (iii) expenses, if applicable, are invoiced monthly as incurred by Visier.

4.4. Capacity Increases and Overage Notices. Where pricing for the SaaS Services is based on Employee capacity, calculated per Employee per year, Customer may purchase additional Employees at any time in minimum purchase increments of 1,000 Employees by submitting an Employee capacity Order to Visier. For additional Employees purchased in-term, Visier will pro-rate the pricing (in calendar days) based on the proportion of the term remaining. If, at any time, Customer loads more Employees to the SaaS Services than it has purchased, Visier may issue an Overage Notice. The Overage Notice will specify the minimum increase in Employee capacity, in increments of 1,000 Employees, necessary to cover the excess quantity of Employees together with the corresponding fee. The Overage Notice will take effect immediately and will be payable in accordance with its terms unless Customer expressly rejects the Overage Notice within fifteen (15) days of receipt and subsequently reissues its Customer Data with a reduced number of Employees to conform with its Order parameters within forty-five (45) days from the issuance of the Overage Notice. The increase will become effective on the date of the Overage Notice, or the effective date of increase specified in the Overage Notice, whichever is later.

5. Confidentiality

5.1. Nondisclosure and Permitted Use. Each party agrees that Confidential Information shall be maintained in confidence and not disclosed, used or duplicated, except as permitted in the Agreement. Recipient shall not copy or disclose Discloser’s Confidential Information except to its Representatives who need to know the Confidential Information in order to perform under the Agreement. Recipient and its Representatives may use Confidential Information only in connection with performance under the Agreement. Recipient will protect Discloser’s Confidential Information with the same, but not less than reasonable, standard of care it uses to protect its own Confidential Information. Each party shall promptly inform the other party of any unauthorized disclosure of, or access to, the other party’s Confidential Information.

5.2. Deletion and Retention. Recipient will cease use of and return or destroy all copies or extracts of Discloser's Confidential Information within thirty (30) days of the expiration or termination of the Agreement, except that Recipient may retain portions of Confidential Information in accordance with its procedures implemented to comply with applicable law or regulation, litigation hold or audit logging requirements, provided that such Confidential Information remains subject to the terms of the Agreement and may not be used except for such compliance purposes. Customer Data will be destroyed according to the terms of the Safeguards Policy. Backups may be retained by Visier for up to ninety (90) days following termination or expiration of the Agreement. At the request of Discloser, Recipient will provide a certificate, signed by its authorized representative, acknowledging that Discloser's Confidential Information has been returned or destroyed in accordance with these terms.

5.3. Exclusions. The foregoing limitations on the disclosure and use of Confidential Information will not apply if the Confidential Information: (i) was already known to Recipient, other than under an obligation of confidentiality, at the time of disclosure by Discloser; (ii) was or becomes generally available to the public or otherwise part of the public domain, through no fault of Recipient or its Representatives; (iii) was lawfully received from a third party who rightfully acquired it and did not obtain or disclose it in violation of any confidentiality agreement or obligation; or (iv) was independently developed by Recipient without the use of, or reference to, the Confidential Information of Discloser.

5.4. Relief. A party's breach of its confidentiality obligations set out in this Section may cause the aggrieved party to suffer irreparable harm in an amount not easily ascertained. The parties agree that, upon any actual or threatened breach of a party's confidentiality obligations hereunder, the aggrieved party may be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.

5.5. Lawful Disclosure. If Recipient is required by law to disclose Discloser's Confidential Information, Recipient may do so, but will first, if legally permissible, provide Discloser with prompt notice of such pending disclosure so that Discloser may seek to contest or limit such disclosure and Recipient will provide reasonable assistance to Discloser at Discloser's expense.

6. Intellectual Property Rights

6.1. No Implied Grant. Except as expressly set forth herein, the Agreement does not grant either party any rights, implied or otherwise, to the other party's content or the other party's intellectual property.

6.2. Intellectual Property Ownership. As between the parties, Customer owns all Intellectual Property Rights in and to the Customer Data. As between the parties, Visier owns all Intellectual Property Rights in and to the SaaS Services and Documentation.

6.3. Feedback. If Customer provides Feedback to Visier, Customer hereby grants to Visier a royalty-free, worldwide, transferable, no-charge, sub-licensable, irrevocable, and perpetual license to use, disclose, reproduce, license, distribute and exploit the Feedback entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

6.4. Limited Publicity Rights. Neither party may use the other party's name or logos without the other party's prior written consent; except that, during the applicable term, Visier shall have the right to (i) describe Customer as a customer, (ii) include Customer's name in customer lists which may be shared with third parties for marketing and business purposes, and (iii) use Customer's name and logos to identify Customer as a customer (a) in proposals and presentations to prospective clients, partners, and investors, and (b) on its website.

7. Indemnification

7.1. Visier's Intellectual Property Indemnity. Visier, at its expense, will defend and indemnify Customer from and against all costs, liabilities and expenses (including reasonable attorney fees) arising from a Claim against Customer and/or its Affiliates alleging that the SaaS Services infringe or misappropriate a patent, trademark, trade secret, or copyright, including, but not limited to, all damages assessed, awarded, and/or fined by a court of competent jurisdiction or agreed to in settlement; provided that Visier has no obligation or liability under this Section for any Claim arising from: (i) any modification to the SaaS Services

unless such modification was made by Visier or at the express direction or with the express written approval of Visier; (ii) use of the SaaS Services not in accordance with the Agreement or the Documentation; (iii) the combination of the SaaS Services with other products or services not supplied by Visier, its subcontractors or its suppliers, unless such combination is expressly contemplated in the Documentation or approved in writing by Visier; or (iv) the continued use by Customer of the SaaS Services after Customer has been notified by Visier that the SaaS Services may be infringing. Should the SaaS Services become, or in Visier's opinion be likely to become, the subject of a Claim under this Section, at Visier's option and expense: (a) Visier shall procure for Customer the right to make continued use thereof; (b) Visier shall replace or modify the SaaS Services such that it becomes non-infringing; or (c) if in Visier's sole discretion it determines that (a) and (b) are not available to Visier on commercially reasonable terms, the affected Order(s) will be terminated on notice to Customer and Customer must cease using the SaaS Services, in which case, Customer will receive a pro-rata refund of the pre-paid fees corresponding to the terminated portion of each affected term. This Section shall be Customer's sole and exclusive remedy and Visier's entire liability for any Claim under this Section.

7.2. Visier's Applicable Law Indemnity. Visier, at its expense, will defend and indemnify Customer from and against all costs, liabilities and expenses (including reasonable attorney fees) arising from a Claim against Customer and/or its Affiliates alleging that Visier or its Affiliates violated a law or regulation applicable to its storage and processing of Customer Data, including, but not limited to, all damages assessed, awarded, and/or fined by a court or supervisory authority of competent jurisdiction or agreed to in settlement; provided that Visier has no obligation or liability under this Section for any Claim arising from Visier's receipt or processing of Customer Data that was collected or provided to Visier in violation of applicable law. This Section shall be Customer's sole and exclusive remedy and Visier's entire liability for any Claim under this Section.

7.3. Customer's Indemnity. Customer, at its expense, will defend and indemnify Visier from and against all costs, liabilities and expenses (including reasonable attorney fees) arising from a Claim against Visier and/or its Affiliates alleging that Customer Data infringes or misappropriates a patent, trademark, trade secret or copyright or that Customer or its Affiliates have violated a law or regulation applicable to the collection, transfer or use of the Customer Data, including, but not limited to, damages assessed, awarded, and/or fined by a court or supervisory authority of competent jurisdiction or agreed to in settlement. This Section shall be Visier's sole and exclusive remedy and Customer's entire liability for any Claim under this Section.

7.4. Indemnification Procedure. The parties' indemnity obligations are contingent on the indemnified party giving the indemnifying party prompt written notice of a Claim, provided, however, that failure of a party to give prompt notice shall not relieve the indemnifying party from its obligations under the Agreement unless the indemnifying party's ability to defend or the defense is materially prejudiced by such failure. Upon receipt of notice of a Claim from an indemnified party, the indemnifying party shall, at its sole cost and expense, assume the defense thereof by representatives chosen by it. The indemnified party shall be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim. The indemnifying party shall have the right to assert any defenses, causes of action or counterclaims arising from the subject of the Claim available to the indemnified party and shall also have the right to negotiate a settlement of the Claim, subject only to the indemnified party's prior written consent to the extent such settlement does not fully release the indemnified party. The indemnified party shall provide the indemnifying party with reasonable assistance, at the indemnifying party's expense.

8. Warranties

8.1. General Warranties. Each of Visier and Customer represents and warrants to the other that: (i) it has the full power and authority to enter into and perform the Agreement, to grant the rights granted by it under the Agreement, and to perform its obligations under the Agreement; and (ii) it will comply with all laws applicable to the performance of its obligations hereunder.

8.2. Visier Warranties. Visier represents and warrants that the SaaS Services (a) shall perform materially in accordance with the Documentation, (b) will be free of viruses, trojan horses, worms, time bombs and other malicious programming routines designed to disable, damage, erase or corrupt software, hardware or data, and (c) will not be materially degraded during the applicable term. Customer's sole and exclusive remedy for breach of any warranty in this Section is the prompt repair, replacement or re-performance of the defective or non-conforming SaaS Services. If Visier notifies Customer that such prompt repair, replacement or re-performance is not commercially reasonable, then within thirty (30) days of receipt of such notice,

Customer may (a) grant an extension of time for Visier to correct the non-conformity or (b) terminate the affected Order upon notice to Visier and receive a pro-rata refund of the pre-paid fees corresponding to the terminated portion of the affected Order term. Visier will have no liability with respect to any representation or warranty made under this Section unless Customer provides Visier with written notice of its claim with respect thereto no later than ninety (90) days after the defect or non-conformity that is the subject of the claim occurs or is introduced. Such notice must specify the factual basis of Customer's claim in reasonable detail, to the extent then known by Customer.

9. Limitations of Liability

9.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR LOST REVENUES, LOST GOODWILL, LOSS OF USE, LOST OR INACCURATE DATA, OR INTERRUPTION OF BUSINESS, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

9.2. General Liability Cap. EXCEPT FOR EXCLUDED CLAIMS AND DAMAGES IDENTIFIED IN SECTION 9.3 BELOW, EITHER PARTY'S LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO VISIER FOR THE SAAS SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY.

9.3. Super Liability Cap. EXCEPT FOR EXCLUDED CLAIMS, EITHER PARTY'S LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO A BREACH OF CONFIDENTIALITY (ARISING FROM BREACH OF SECURITY OBLIGATIONS, BREACH OF PRIVACY OBLIGATIONS, OR OTHERWISE), WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED TWO (2) TIMES THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO VISIER FOR THE SAAS SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY.

9.4. Excluded Claims. "Excluded Claims" means: (i) either party's indemnification obligations under Section 7; (ii) damages resulting from a party's gross negligence, willful misconduct or fraud; (iii) breaches of Section 2; or (iv) Customer's payment obligations under Section 4.

9.5. Failure of Essential Purpose. The waivers and limitations in this Section 9 will survive and apply notwithstanding any finding of a failure of the essential purpose of any limited remedy.

10. Disclaimers

10.1. Use. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SAAS SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, THE RISK OF ANY USE CUSTOMER MAKES OF THE SAAS SERVICES IS CUSTOMER'S OWN, AND NEITHER VISIER, NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR LICENSORS MAKE, AND VISIER, ITS AFFILIATES, EMPLOYEES, AGENTS, AND LICENSORS HEREBY SPECIFICALLY DISCLAIM, ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, TIMELINESS, QUALITY, ACCURACY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CUSTOMER'S DECISIONS BASED ON THE SAAS SERVICES ARE ENTIRELY CUSTOMER'S OWN AND VISIER ASSUMES NO RESPONSIBILITY FOR THE CONSEQUENCES RESULTING FROM CUSTOMER'S USE OF THE SAAS SERVICES, INCLUDING BUT NOT LIMITED TO, CONSEQUENCES BASED ON ERRORS OR OMISSIONS, THE ACCURACY OR REASONABLENESS OF SCIENTIFIC ASSUMPTIONS, STUDIES, OR CONCLUSIONS, OR THE PRESENCE OF BIAS.

10.2. Third-Party Systems. VISIER ASSUMES NO RESPONSIBILITY FOR: (I) THE RELIABILITY OR PERFORMANCE OF ANY SOURCE SYSTEM; (II) THE PROVISION BY CUSTOMER OF VALID, UP-TO-DATE, API KEYS FOR SOURCE SYSTEMS; (III) CUSTOMER'S CONFIGURATION OF VISIER'S ACCESS TO SOURCE SYSTEMS; (IV) FEES ASSOCIATED WITH ENABLING OR SUPPORTING API ACCESS

TO SOURCE SYSTEMS CHARGED BY THE PROVIDERS AND/OR LICENSORS OF THE SOURCE SYSTEMS AND ANY RELATED COSTS INCURRED BY CUSTOMER; OR (V) ANY COMPUTER NETWORKS, CONNECTIONS, OR OTHER SYSTEMS NOT OWNED OR OPERATED BY VISIER. IF THE SAAS SERVICES INCLUDE OR PERMIT THE INCLUSION OF THIRD-PARTY WEBSITES, VISIER ASSUMES NO RESPONSIBILITY FOR SUCH WEBSITES AND ANY USE MADE OF SUCH WEBSITES ARE AT CUSTOMER'S (AND THE AUTHORIZED USERS') OWN RISK, SUBJECT TO THE TERMS OF SUCH THIRD-PARTY WEBSITE.

10.3. Specific Compliance. CUSTOMER'S BUSINESS MAY REQUIRE CUSTOMER TO COMPLY WITH INDUSTRY-SPECIFIC LAWS, REGULATIONS, OR SECURITY STANDARDS THAT ARE SPECIALIZED AND WITH WHICH THE SAAS SERVICES ARE NOT DESIGNED OR INTENDED TO COMPLY WITH, INCLUDING BUT NOT LIMITED TO THE U.S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OR ANY EQUIVALENT OR SUCCESSOR LEGISLATION, FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA), GRAMM-LEACH-BLILEY ACT (GLBA), EUROPEAN BANKING AUTHORITY OUTSOURCING GUIDELINES, PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS), VARIOUS INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) STANDARDS, OR SUCH SIMILAR INDUSTRY-SPECIFIC LAWS, REGULATIONS, OR STANDARDS. EXCEPT FOR COMPLIANCE WITH AI LAWS AND DATA PROTECTION LAWS APPLICABLE TO VISIER'S PROCESSING UNDER THE AGREEMENT, THE SAAS SERVICES ARE NOT DESIGNED, RATED, VALIDATED, AUDITED, APPROVED OR OTHERWISE INTENDED TO COMPLY WITH INDUSTRY-SPECIFIC LAWS, REGULATIONS, OR SECURITY STANDARDS AND VISIER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RELATED TO COMPLIANCE WITH INDUSTRY-SPECIFIC LAWS, REGULATIONS, OR SECURITY STANDARDS IN THE PROCESSING OF ANY DATA THAT IS SUBJECT TO SUCH LAWS, REGULATIONS, OR SECURITY STANDARDS.

10.4. Safety-Critical Applications. THE SAAS SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN ANY SAFETY-CRITICAL APPLICATION INCLUDING BUT NOT LIMITED TO: (I) THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY NUCLEAR FACILITY; (II) NAVIGATING OR OPERATING AIRCRAFT; (III) ANY LIFE-SAVING, LIFE-SUPPORT OR LIFE-CRITICAL MEDICAL EQUIPMENT; OR (IV) ANY OTHER SAFETY-CRITICAL OR LIFE-CRITICAL SITUATION. VISIER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RELATED TO THE USE OF THE SAAS SERVICES IN ANY SAFETY-CRITICAL APPLICATION WHERE THE FAILURE OF THE SAAS SERVICES COULD CAUSE A LIFE-THREATENING SITUATION, INCLUDING BUT NOT LIMITED TO, MEDICAL, NUCLEAR, AVIATION, NAVIGATION, OR MILITARY APPLICATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHICH OF ITS DATA IS PROVIDED TO VISIER TO PROCESS.

11. Notices

Except as otherwise specified in the Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given: (i) when verified by written receipt if sent by personal courier or overnight courier or mail with verification of receipt; (ii) when received if sent by mail without verification of receipt; or (iii) when verified by automated receipt or electronic logs if sent by email, provided e-mail shall not be sufficient for notice of breach, termination or indemnifiable Claim. Notices to Customer shall be addressed to the contact designated in the relevant Order and Visier shall be entitled to rely on that address until Customer gives Visier notice that such address is no longer valid. Notices required under the Support Policy will be provided as specified therein. Notices to Visier shall be addressed: by courier or by postal mail to Visier Solutions Inc., 400 – 858 Beatty Street, Vancouver, BC V6B 1C1 Canada, ATTN Legal Department; or by e-mail (where permissible) to legal@visier.com.

12. General Provisions

12.1. Entire Agreement. The Agreement supersedes all prior oral or written negotiations and discussions of the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, supplement, or waiver of any of the provisions hereof shall be binding upon any party hereto unless made in writing and signed by a duly authorized representative of each party hereto. The Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision. Notwithstanding any language to the contrary therein nor any requirement of affirmative acceptance, no term, condition or provision of any purchase order, invoice, registration portal, 'click-through' form, or other administrative document or procedure issued by Customer or any third party to Visier in connection to the Agreement will be deemed to affect, modify, alter or expand the rights, duties or obligations of the parties hereunder, or otherwise modify the Agreement, regardless of any failure of Visier to refute or object to such term, condition or provision.

12.2. Binding Nature, Third Parties, Independent Contractors. The Agreement is binding on the parties hereto and their respective successors and permitted assigns, is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity. The parties agree that there are no third-party beneficiaries to the Agreement. The relationship established between the parties by the Agreement is that of independent contractors, and nothing contained in the Agreement shall be construed to: (i) give either party the power to direct and/or control the day-to-day activities of the other; (ii) constitute the parties as partners, joint venture partners, co-owners or otherwise as participants in a joint or common undertaking; or (iii) allow a party to create or assume any obligation on behalf of the other party for any purpose whatsoever, except as contemplated by the Agreement.

12.3. Assignment. A party may not, without the prior written consent of the other party, assign, make assignable, or otherwise transfer the Agreement or any portion thereof, nor any of its rights or obligations thereunder, by operation of law or otherwise, and any attempt to do so shall be null and void. Notwithstanding the foregoing, a party may assign the Agreement to its successor-in-interest without obtaining the other party's consent in connection with a merger, reorganization or sale of substantially all of the assets of such party. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

12.4. Governing Law and Forum. The validity, interpretation and enforceability of the Agreement shall be governed by the laws of the Province of British Columbia, Canada without regard to its conflict of laws principles. The parties hereby submit to the nonexclusive, personal jurisdiction of the provincial and federal courts located in Vancouver, British Columbia.

12.5. UCITA. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) are expressly excluded. If any provision hereof shall for any reason be declared to be void or illegal, the enforceability of the Agreement or any other provision hereof shall not be affected. In addition, the parties agree that such void or illegal provision shall be construed in a manner designed to effectuate its purpose to the fullest extent enforceable under applicable law.

12.6. Headings. The headings in the Agreement are for reference purposes only and shall not affect the meaning or construction of the terms and conditions.

12.7. U.S. Federal Department. If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, Visier provides the SaaS Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SaaS Services include only those rights customarily provided to the public as defined in the Agreement and any use, modification, reproduction, license to, display, or disclosure of the SaaS Services by a U.S. federal government department or agency shall be governed solely by the terms and conditions of the Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). The SaaS Services and Documentation are deemed to be 'commercial computer software' and 'commercial computer software documentation' respectively. If a government agency has a need for rights not conveyed under the Agreement, it must negotiate with Visier to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

12.8. Cumulative Remedies, Litigation Costs. Except where expressly stated otherwise, all remedies are cumulative and in addition to and not in lieu of any other remedy the party may have at law or in equity. In the event of any litigation of any controversy or dispute arising out of or in connection with the Agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and/or costs.

12.9. Force Majeure. Neither party shall be responsible for any delay or failure in performance resulting from acts beyond its reasonable control to the extent that such acts could not have been prevented or avoided by the exercise of reasonable diligence.

by the affected party, including, without limitation, act of God, act of war or terrorism, riot, epidemic, fire, flood, or act of government.

12.10. No Waiver. No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in writing.

12.11. Survival. Notwithstanding any expiration or termination of the Agreement, Sections 2 and 4 through 13 (inclusive) of this MSA shall survive such termination or expiration and remain in full force and effect.

12.12. Counterparts. A Contract Document may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement. Any executed signature page of a Contract Document may be transmitted by e-mail or other electronic transmission to the other party. Execution of a Contract Document by exchanging portable document format (PDF), or e-Signature signatures shall have the same legal force and effect as the exchange of original signatures. If an e-Signature is affixed through the use of an e-signature application, it shall be deemed to be an original signature as if handwritten and no certification authority or other third party verification will be necessary to validate the e-Signature of any party or any agreement between the parties resulting from an e-Signature.

13. Definitions

“Acceptable Use Policy” means the Visier Acceptable Use Policy available at Visier’s Trust Site.

“Affiliate” means, with respect to a party, an entity under its direct or indirect Control or under common Control; but in any such case, such entity shall be deemed to be an Affiliate only so long as such Control exists.

“Aggregate Data” means the data and information generated by Visier through the aggregation and transformation of certain values calculated from, isolated from, or inferred from Customer Data by using anonymization, de-identification and other effective methods such that such data will not contain any data relating to an individual, natural person, consumer, household, or specific device that can be identified, directly or indirectly, from such data in combination with other information from other sources, including from publicly available sources. For the avoidance of doubt, Aggregate Data is neither Personal Data nor Customer Data and is proprietary to Visier.

“Agreement” means collectively the MSA, the Order(s), and all exhibits, amendments, addendums, statements of work and supplements thereto.

“AI Law” means that legislation that regulates artificial intelligence and is applicable to Visier’s provision of the SaaS Services to Customer pursuant to the Agreement.

“API” means application programming interface or such similarly credentialled automated data connection workflow configured by Customer.

“API Key” means the credentials, generally provided through a digital key, that provides authentication to a Source System.

“Application Content” means the prebuilt visual representations, metrics, and overlays made available through the SaaS Services, whether such representations are in graphic, written, or any other visual form. Customer Data informs, but does not create, Application Content.

“Artificial Intelligence Addendum” means the Visier Artificial Intelligence Addendum executed between Visier and Customer, if any, pertaining to the utilization of artificial intelligence technologies within the SaaS Services.

“Authorized User” means a director, officer, employee, subcontractor, agent, or advisor of Customer or its Affiliate who has been issued a valid User ID.

“Benchmarks” means Visier’s proprietary benchmark and standardized information informed by Aggregate Data and made available through the SaaS Services.

“Claim” means any claim, suit, or action filed by a third party.

“Confidential Information” means any business or technical information of Discloser or its Affiliates, whether provided in written, electronic, oral or any other form, that: (i) is clearly marked or identified as “confidential” or “proprietary” at the time of disclosure; (ii) Recipient knows or should reasonably understand is the confidential or proprietary information of Discloser or its Affiliates; or (iii) belongs to one of the following categories: Customer Data, Personal Data, Benchmarks, financial data, customer information, technical schematics, technical data, technical algorithms, product pricing, product roadmaps, product documentation, product software in source code, object code, or any other form, information about pending mergers or acquisitions, security procedures, and the terms of the Agreement.

“Contract Document” means individually the MSA, any Order, or any amendment, addendum, statement of work or supplement.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legally recognizable entity, whether through the ownership of more than fifty percent (50%) of the voting shares, by contract, or otherwise.

“Customer Data” means the electronic data transferred to Visier by Customer (or on Customer’s behalf) for use with the SaaS Services in accordance with the requirements for submission of Customer Data set forth in the Safeguards Policy.

“Data Privacy Addendum” means the Visier Data Privacy Addendum executed between Visier and Customer pertaining to the processing of Personal Data under the Agreement, if any.

“Data Protection Law” means that legislation protecting the right to privacy of natural persons (including consumers and households) that is applicable to the Processing of Personal Data under the Agreement, but excluding industry-specific laws, regulations or security standards.

“Discloser” means the party disclosing, or on whose behalf its Representatives are disclosing, Confidential Information.

“Documentation” means specifications, technical information, user instructions and administrative manuals for the SaaS Services published by Visier and made available to Customer, which may be updated from time to time by Visier, but excluding any sales and marketing materials and user forums.

“Effective Date” means the Order Date of the initial Order placed under the Agreement.

“Employee” means any non-terminated personnel of Customer or its Affiliate, including without limitation full-time, part-time, casual, fixed-term, commission, trainee and probationary employees and contractors, whether active or inactive.

“e-Signature” means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to, or associated with an electronic document that is adopted or performed by the signer with the present intent to authenticate, manifest acceptance of, or assent to such electronic document.

“Feedback” means all suggestions, recommendations, enhancement requests and other feedback related to the design, function, or operation of Visier’s products and/or services.

“Incorporated Documents” means those mandatory policies and schedules made part of the Agreement.

“Insurance Schedule” means the Visier Insurance Schedule available at Visier’s Trust Site.

“Intellectual Property Rights” means all current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and all similar rights.

“MSA” means this Visier Master Software as a Services Agreement, including (i) all schedules and exhibits expressly referenced herein and (ii) all addendums and amendments that expressly amend or are incorporated into this MSA and are properly executed by the parties hereto (or their permitted successors).

“Order” means an executed ordering document in the form provided by Visier that incorporates an express reference to this MSA.

“Order Date” means the date of signature of the last party to sign an Order.

“Overage Notice” means a notice issued by Visier indicating that the number of Employees represented in the Customer Data exceeds the capacity of Customer’s Order.

“Personal Data” means any information that is subject to applicable data protection laws and relates to an identified or identifiable natural person (data subject, consumer or household); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Process” means (and its variants “Processes” and “Processing” similarly refer to) any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Professional Services Addendum” means the Visier Professional Services Addendum available at Visier’s Trust Site.

“Recipient” means the party receiving, or on whose behalf its Representatives are receiving, Confidential Information.

“Representatives” means, with respect to a party, the directors, officers, employees, subcontractors, and agents (including, without limitation, attorneys, accountants, and auditors) of the party and its Affiliates.

“SaaS Services” means those certain software-as-a-service offerings identified in the applicable Order made available by Visier and includes without limitation supporting functionality such as Aggregate Data, Application Content and Benchmarks.

“Safeguards Policy” means the Customer Data Safeguards Policy available at Visier’s Trust Site.

“Source System” means a third-party system configured by Customer to transfer data to Visier for use with the SaaS Services.

“Support Policy” means the Visier Services Support Policy available at Visier’s Trust Site.

“Supplemental Addendums” means those optional supplements to the Agreement available for incorporation at Customer’s election.

“Taxes” means all taxes, duties, VAT or similar charges imposed by any government or other authority, including without limitation federal, state, provincial, dominion, foreign, and local sales, use, withholding, and excise taxes.

“User ID” means a unique user login identifier for access to the SaaS Services.

“Visier’s Trust Site” means <https://www.visier.com/trust/> with such included navigation as may be required in context.

[Execution Pages to Follow]

IN WITNESS WHEREOF, Customer and Visier have caused this Agreement to be signed by their duly authorized representatives.

[CUSTOMER]

VISIER SOLUTIONS INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____