

These Terms of Service ("**Agreement**") sets forth the terms and conditions under which **INVOKE CONSULTING USA LLC** ("**Invoke**") will provide the client ("**Client**"), having entered into an agreement, purchase order or other ordering document ("**Order**") with Invoke, one of Invoke's affiliates or authorized third-party reseller, with software, Software as a Service (*SaaS*), Infrastructure as a Service (*IaaS*), and/or Platform as a Service (*PaaS*), as well as related hosting services or subscription services ("**Software**"), subject to the terms and conditions herein. Invoke and Client may each be referred to herein as a "**Party**", and together as the "**Parties**".

BY ACCESSING OR USING THE SOFTWARE THE CLIENT AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND BECOME A PARTY THERETO. IF THE CLIENT DOES NOT AGREE TO THESE TERMS, THE CLIENT SHOULD NOT ACCESS, OR USE THE SOFTWARE.

1 Permitted Use

Subject to compliance with this Agreement and payment by Client of the Fees, as defined in Section 3, Invoke grants to Client a non-transferable, non-exclusive personal right to use the Software, solely in executable format, for its own internal business needs, as well as any updates and upgrades made available during the Term of this Agreement, as defined in Section 6.

2 Restrictions on Use

Client **MAY NOT** use or permit third parties to use the Software in any manner prohibited by this Agreement. Prohibited uses include, without limitation: (i) transferring, sublicensing, distributing, renting, permitting concurrent use of or otherwise granting the Client's rights in the Software or under this Agreement; (ii) modifying, disassembling, reverse assembling, reverse engineering or creating derivative works based on the Software; (iii) copying the Software, except to make a backup copy of the environments on which the Software is installed; (iv) providing use of the Software through a multi-user agreement to users who are not licensed by Invoke or otherwise authorized under a commercial agreement concluded with Invoke; and (v) use the Software for any purpose other than as expressly set forth in this Agreement. The Software or underlying information or technology may not be downloaded or installed or otherwise exported or re-exported where prohibited by the laws of the jurisdiction in which Client is located. Notwithstanding the foregoing, Client has the right, for the purpose of its operations, to reproduce and distribute to its own employees the documentation included with the Software regarding its operation.

3 Compensation

Client shall pay Invoke, or one of Invoke's affiliates or authorized third-party reseller, as applicable, the fees, upfront, at Invoke's then current price list or the fees otherwise specified in the Order ("**Fees**") for the use, support and maintenance of the Software. Invoke may audit Client's actual use of the Software at any time and at any frequency, in its sole discretion. In the event such audit shows Client has underpaid for the access or use of the Software, the Fees shall be adjusted accordingly.

Fees do not include sales taxes on goods and services required by various governmental authorities, including without limitation, the federal, provincial and/or state sales tax or any other sales tax on goods and services that may be applied to the Software by a foreign government, as applicable. The sales taxes payable by law will be added to the Fees.

4 Support and Maintenance Services

Subject to compliance with this Agreement and payment by Client of the Fees, Invoke will provide support and maintenance services, as more fully described in Appendix A hereto.

5 Ownership

Invoke and its licensors remain owners of the Software, the related documentation and all copies thereof. Invoke and its licensors remain the owners and holders of all Intellectual Property Rights related to the Software. For the purposes of this Agreement, "**Intellectual Property Rights**" shall mean any present or future rights pertaining to (a) patent, trademark, domain name, copyright, system, software, source code, object code, compilation, know-how, information, invention, technology, right to use, procedures, development, technical information, databases, algorithms, engineering and reverse engineering; and (b) the registration and any application to register any of the foregoing intellectual property rights.

6 Term and Termination

6.1 Term

The term of this Agreement begins on the earliest of date set forth in the Order or the date the Client first accesses or use the Software ("**Effective Date**") for the initial period defined in the Order, or if none is specified, for an initial period of one (1) year ("**Initial Term**") and is renewable automatically for successive one (1) year terms thereafter (each a "**Renewal Term**", and together with the Initial Term, collectively the "**Term**"), unless either Party notifies the other Party of its intent not to renew no fewer than thirty (30) days prior to the renewal date.

6.2 Termination

- a. Client may terminate this Agreement if Invoke does not comply with the terms and conditions of the Agreement. In such case, any Fees already paid by Client shall be non-refundable.
- b. Invoke may terminate this Agreement if Client does not comply with the terms and conditions of this Agreement, does not pay the Fees or does not comply with the terms and conditions relating to its commercial use of the Software under any other business agreement related to Client's use of the Software entered into with Invoke, or one of Invoke's affiliates or authorized third-party reseller. Invoke's right of termination is in addition and without prejudice to any other rights and remedies available to Invoke. In that event, Invoke may also, without prior notice, modify, suspend, limit or terminate immediately Client's access to the Software (in whole or in part) at any moment, at its sole discretion. In that case, Invoke disclaims any and all liability.
- c. Upon termination, Client's rights to use the Software shall terminate and Client shall cease to access the Software, and destroy all copies of the Software, if any.
- d. Invoke may, without prior notice, at any moment and at its sole discretion, cease to provide its clients with the Software described in this Agreement, in which case this Agreement shall be considered expired. In such case, Invoke may provide the Client with a dedicated separate instance, at its then current price list, including a non-transferable, non-exclusive personal right to continue to use, for a determinate period, the Software in its previous version, solely in executable format, for its own internal business purposes, as well as any updates and upgrades made available during the Term.
- e. The provisions of Sections 2, 5, 6, 7, 8, 9 and 11 shall survive such termination or expiration of this Agreement.

7 Warranty

Invoke represents and warrants that Invoke has the right to grant the access and use of the Software to Client.

THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE". INVOKE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED WITHOUT ANY CONDITION, WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8 Liability

EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, INVOKE AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES OR CONDITIONS, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INVOKE AND ITS LICENSORS AND REPRESENTATIVES WILL NOT BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSSES, EVEN IF INVOKE, ITS LICENSORS OR REPRESENTATIVES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL BREACH. No Invoke agent, representative, third-party reseller, implementation partner or dealer is authorized to modify, extend or add to this warranty on behalf of Invoke and this warranty is voided in the event of misuse, accident or natural disaster. The total liability of Invoke and its licensors for damages, whether in contract or tort, under this Agreement, shall be limited to the Fees paid by Client for the Software.

9 Personal Information

Invoke may collect information on Software users in order to provide enhanced services to all users. For any question regarding the use and protection of personal information by Invoke, Client may consult Invoke's Privacy Policy, attached hereto as Appendix B.

10 No Waiver

Failure by a party to demand the strict execution of an obligation set forth herein or exercise one of its rights shall not be interpreted as a waiver of this right or the full execution of this obligation in the future. Except as expressly set forth herein, a waiver by a party to one of its rights is only valid if it is recorded in writing, and only for the rights and circumstances specifically covered by such waiver.

11 Governing Law and Jurisdiction

Client agrees and acknowledges that this Agreement shall be governed and construed in accordance with the laws of the State of Delaware and the laws of the United States applicable therein, regardless of conflict of law principles and excluding the *United Nations Convention on Contracts for the International Sale of Goods*, if applicable. The Parties exclusively and irrevocably elect the courts of the city of Wilmington, Delaware, USA for any claims or proceedings arising out of this Agreement. The Parties waive all defences of lack of personal jurisdiction and *forum non conveniens*. Process may be served on either Party in the manner authorized by applicable law or court rule.

12 Notice

All notices and other communications under this Agreement shall be in writing and delivered personally, by registered mail or courier to the other Party at the address set out in the Order or at any other address as either Party may give to the other Party in writing. Notices or other communications shall be deemed to have been given and received on the business day following the date on which they are actually delivered.

13 Severability

If any provision of this Agreement violates in any way the law or is declared void, illegal or unenforceable, it shall be deemed not to be a part of this Agreement and shall be severed therefrom and the remaining provisions of this Agreement shall continue in full force and effect.

14 Assignment

This Agreement cannot be assigned by Client without Invoke's prior written consent. Invoke may assign its rights hereunder without Client's consent.

15 Relationship

The relationship of the Parties established hereunder shall be that of independent contractors. Neither Invoke nor any of its employees is an employee or agent of Client for any purpose whatsoever. Neither Party may, without prior written authorization of the other Party, enter into any contract, assume any obligation, give any warranty or make any representation or incur any expense on behalf of the other Party nor has any authority to do so.

16 Entire Agreement

This Agreement, including any schedules, exhibits and appendices, constitute the entire agreement and supersedes all prior agreements (verbal or written) between the Parties with respect to the subject matter hereof. Any amendment, modification, supplement, termination or waiver of this Agreement or any provision thereof shall be valid only if made in writing and signed by all Parties to this Agreement.

17 Binding Effect

This Agreement will enure to the benefit of, and be binding upon, the Parties hereto and their heirs, trustees, successors and permitted assigns. Each Party acknowledges that they have had the opportunity to obtain independent legal advice with respect to the subject matter of this Agreement and agree to be bound by the terms and conditions of this Agreement.

Appendix A

Support and Maintenance Services

1 General Terms

1.1 Problem Solving Services

Invoke agrees to provide problem solving Services for the Work Products, or any Software related thereto, in accordance with the following.

Before reporting a problem to the Invoke Technical Support Team, Client must follow the following steps and procedures:

- a. Determine if the failure is related to the Software;
- b. Take note of the details of the failure (configuration settings, log files, steps to successfully replicate, etc.); and
- c. Fill in the problem log accessible on the Invoke support application and used for problem identification and resolution. This log will contain no confidential information or personal information identifying a person.

As part of the technical support, Invoke is committed to:

- d. Answer questions about the use, application, configuration and compatibility of the Software;
- e. Answer questions about the compatibility requirements, limitations and known issues of the Software;
- f. Diagnose and troubleshoot problems with the Software;
- g. Try to reproduce the problem found by Client if necessary and if possible; and
- h. Make available the relevant documentation.

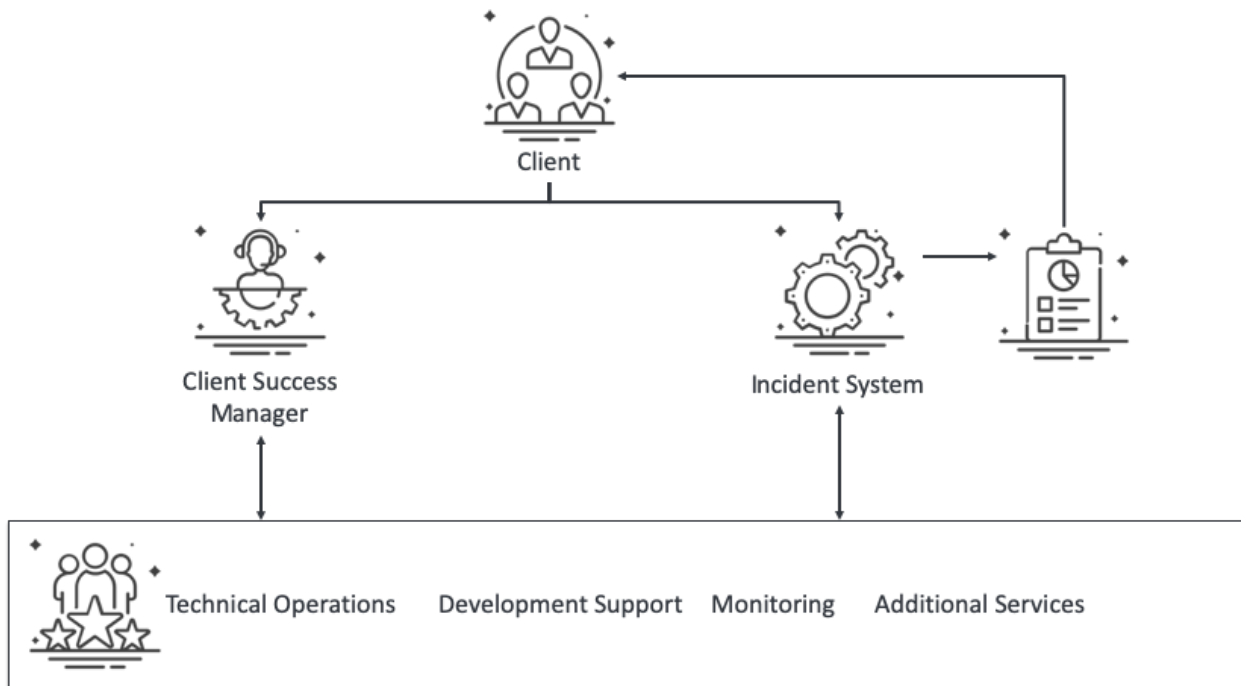
1.2 Incident Priorities

Invoke shall provide Client with technical support for the Software according to the following parameters:

Priority	Deficiencies	Response Objective	Correction Objective
Critical	Work Product deficiencies that result in significant loss of functionality, reliability, performance or quality so that Software can no longer be used, and which prevent the completion of business processes during critical moments.	< 4 business hours from receipt of entry to the problem log	< 2 business days
High	Work Product deficiencies that result in significant loss in functionality, reliability, performance or quality so that Software can no longer be used.	< 8 business hours from receipt of entry to the problem log	< 5 business days
Medium	Work Product deficiencies that cause significant loss in functionality, reliability, performance or quality, but which can be mitigated, thus allowing the use of the Software; OR Deficiencies that make a feature unusable, while other features are not affected.	< 8 business hours from receipt of entry to the problem log	Invoke will determine a schedule and forward it to Client
Low	Work Product deficiencies that do not result in a significant loss of functionality, reliability, performance or quality.	< 40 business hours from receipt of entry to the problem log	According to the availability of Invoke

1.3 Governance Model

We provide a governance model that supports ongoing requests and changes. The Client will have a named contact person that will be the focus point of communication. While general requests are managed through an incident management system, Invoke will provide a client success manager, ensuring that Invoke is performing as expected and that both Parties are working in synergy. These representatives will also be involved in any escalations or urgent matters and be the front face of the broader team.



2 Preventive Interventions and Corrective Intervention

2.1 Preventive Intervention

If Invoke is aware of a real defect or possible defect in the Work Products, Invoke undertakes to promptly investigate the cause of the actual defect or potential defect, which may include the following steps:

- a. Determine the causes of non-compliance;
- b. Assess the need for action so that non-compliance does not recur in subsequent versions or updates of Work Products;
- c. Determine the necessary action to prevent recurrence, which may include designing a new version or updating the Work Products;
- d. Implementation of the necessary measure to prevent recurrence; and
- e. Review of the effectiveness of corrective measures.

2.2 Corrective Interventions

If Client issues a corrective intervention request relating to Work Products, including quality, reliability, safety, efficiency or performance, Client must promptly notify Invoke and provide all available details related to the request for intervention. Invoke assumes full responsibility for the management of claims and the payment of costs, unless the request for intervention is unjustified or caused by the use of Client. In this

case, Client will assume full responsibility for the costs associated with the analysis and correction of the defect.

Invoke undertakes to implement commercially reasonable efforts to assist Client in resolving a request for intervention. At the request of Client Invoke will collect the technical information relating to the request for intervention and will transmit this information to CLIENT as soon as reasonably possible after receipt of said information.

2.3 Additional Services

Subject to the provisions of this Agreement, Client has the right to request additional Services from Invoke. Subject to the availability of necessary personnel, these Services will be provided at the discretion of Invoke, subject to the Invoke prices and terms then in effect, as indicated in the SOW.

3 Maintenance Obligations

Invoke is committed to providing all updates to Work Products as they become available at no additional cost other than the Fees as set out in the SOW. Updates may include new features and/or may apply to new versions of the Work Products. Invoke must provide updates to support new versions of Work Products as soon as possible once they are available and in no case more than two quarters after their availability.

4 Client's Obligations

Client undertakes to make available to Invoke any equipment necessary for Software in order for Invoke to be able to provide Support and Maintenance Services.

5 Exclusions

This Appendix does not apply to Services specifically excluded by this Agreement or to any operational problem: i) caused by factors in the force majeure category; ii) resulting from a breach by Client of a provision of this Agreement; or iii) caused by the equipment or software of Client or of a third-party; or (iv) arising from a failure of the telecommunications system caused by an event beyond the reasonable control of Invoke; or (v) created by reasonable planned maintenance, maintenance related to critical issues or any other element beyond Invoke's reasonable control.

6 Communication

Support by Invoke's Center of Expertise through its web site: www.invokeinc.com	Regular hours of support from Invoke's Center of Expertise are Monday to Friday, from 8:30 am to 5:00 pm (Eastern Time), uninterrupted except for statutory holidays.
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Appendix B

Invoke Privacy Policy

Invoke respects your privacy and the confidentiality of your personal information and is committed to protecting and using it solely for the purpose for which it was collected. This Privacy Policy describes how Invoke collects, uses and discloses information that it obtains through our website (www.invokeinc.com) or any other Invoke software, product or service (collectively our “**Products and Services**”). By visiting our website, or using or downloading our Products and Services, you agree that your personal information may be used as explained in this Privacy Policy. In the event that your use of our Products and Services involves the collection, use or disclosure of personal information to other individuals, using our Products and Services, you represent that you have previously obtained the appropriate consent to do so in compliance with the applicable privacy laws and you acknowledge that Invoke assumes no liability in this regard. Your use of our Products and Services, and any privacy complaints about how to handle personal information in the context of the Products and Services, are subject to the application of this Privacy Policy.

7 Collected Information

We collect personal information that you disclose when creating and using your user account and any other information that we may otherwise automatically gather when you use our Products and Services. This personal information includes, without limitation:

- Your name, name of your company, email address, postal address, username and password when you access the service;
- Your IP (Internet Protocol) address, operating system, platform and information on the device used; and
- Your use our Products and Services, including the features used and your frequency of use.

8 Use of This Information

We may use the information thus collected for the following purposes, to which you consent:

- Give you access to, customize and improve your use of our Products and Services;
- Present or propose features or content that match your user profile and use history;
- Send communications that you agreed to receive, including notifications related to your use;
- Send you packages that you agreed to receive at the postal address that you provided and to which you are authorized to receive packages;
- Communicate with you and ask questions regarding our Products and Services or answer your comments, questions or claims;
- Analyze or have analyzed participant data, statistics and internal management;

- Prevent, detect and study activities potentially prohibited or illegal, fraud and intrusions and ensure compliance with our terms of use; and
- For any other purposes described in this Privacy Policy.

9 Retention

Personal information is stored only for the length of time needed to achieve the purposes for which it was collected or for the duration prescribed by law.

10 Disclosure

In order to provide you the application and all of its functions, we may communicate your personal information to companies affiliated to our group or service providers. If necessary, we make sure that they have put in place the appropriate security guarantees to ensure at least the same level of security as ours, and your personal information will remain under our control. Otherwise, if we give access to your personal information or to content that you sent through the application, it is only ever done if (a) we have obtained your express consent; or (b) we are under a legal obligation to do so, including without limitation if we consider, in good faith, that such disclosure is necessary to prevent an imminent prejudice or report suspected illegal activity.

Only relevant personnel may access the data when necessary for the performance of their functions related to the Products and Services and for the purposes set out in this Privacy Policy.

No information is gathered for marketing or advertising purposes. We do not sell or rent your personal information to third parties for business purposes without your express authorization.

11 Personal Data Security and Protection

Personal information that we collect is stored in a secure environment. We are committed to maintaining a secure online environment that integrates technological tools that comply with the industry's security standards. The persons whom we employ are required to respect your information's confidentiality. However, as no mechanism offers perfect security, some risk is always present when using the Internet to transmit personal information or content.

12 Change to This Privacy Policy

This Privacy Policy may be updated or modified from time to time. In such case, the modifications will become effective immediately and be incorporated to this policy on notice thereof, which can be displayed, without limitation, on our website. If any changes that would materially change the privacy risk are made in this Privacy Policy, you will be notified by email or by notice posted on our website thirty (30) days before the effective date of these changes. Your continued use of our Products and Services following the publication or reception of such notice, as the case may be, shall be deemed your acceptance of the updated Privacy Policy.

13 Contact Us and How to Exercise Your Rights

We are committed to recognizing a right of access and correction to the concerned persons who wish to consult, update or correct information about them, as well as to know the reasons for which the information is collected. We are also committed to offering you a right of opposition regarding Invoke's processing of your personal information, removal, erasure and portability of your personal information. When you request the exercise of any of these rights, we shall take the necessary measures to modify or delete your information to respond to your request within a reasonable timeframe. However, please note that some information could remain in archived/backed-up copies in our files or otherwise as demanded by law.

To exercise these rights, or if you have any questions regarding this Privacy Policy, please contact our Privacy Officer as follows:

Head office

Invoke Consulting USA LLC
390 Le Moyne Street, Montréal, Québec, H2Y 1Y3
Tel.: +1 404 994-7767

Email contact

legal@invokeinc.com

Privacy Officer

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