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BETTER IMPACT INC.
STANDARD SOFTWARE AS A SERVICE (SaaS) TERMS AND CONDITIONS

1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meanings given to them in this Section 1 or as may be defined elsewhere in this Agreement:

1.1 **"Administrative User**" means those designated individual employees, contractors or agents of Customer who shall be granted administrative functionality within Customer's account for the SaaS and who shall furnish support to Authorized Users.

1.2 **"Agreement"** means these terms and conditions, an Order Form, and any documents referenced within these terms and conditions.

1.3 **"Anniversary Date"** means the first day of the month following the Effective Date and then each year following subject to a renewal of the subscription.

1.4 **"Authorized User"** means any individual to whom Customer grants access or authorization to use the SaaS that is a volunteer, donor, client, or member of Customer.

1.5 **"Better Impact"** means Better Impact Inc.

1.6 **"Confidential Information"** means:

(a) with respect to Customer: (i) the Data, (ii) Customer's marketing and business requirements, (iii) Customer's implementation plans, and/or (iv) Customer's financial information, and

(b) with respect to Better Impact: (i) the SaaS, Documentation, Materials, and Analyses under Section 3.5, and (ii) information regarding Better Impact's research and development, product offerings, pricing and availability. Confidential Information of either party also includes information which the disclosing party protects against unrestricted disclosure to others that (1) the disclosing party or its representatives designates as confidential at the time of disclosure, or (2) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

1.7 **"Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by Better Impact's employees or subcontractors as described in any Order Form.

1.8 **"Customer"** means the party that countersigns this Agreement with Better Impact.

1.9 **"Data"** means any content, materials, data and information that Authorized Users enter into the production system of the SaaS or that Customer derives from its use of and stores in the SaaS (e.g., Customer's specific reports). Data and its derivatives will not include Better Impact's Confidential Information or any aggregated and anonymized data derived from Customer's use of the SaaS.

1.10 **"Documentation"** means Better Impact's then current technical and functional documentation for the SaaS which is made available to Customer with the SaaS.

1.11 **"Effective Date"** means the first day of the Subscription Term, as stated in the Order Form.

1.12 **"Materials"** mean any materials provided or developed by Better Impact (independently or with Customer's cooperation) in the course of performance under this Agreement, including in the delivery of any support or Consulting Services to Customer. Materials do not include the Data, Customer's Confidential Information or the SaaS solution.

1.13 **"Order Form"** means the list of subscriptions and/or services shown under the Summary section header above.

1.14 **"Policies"** means the operational guidelines and policies applied by Better Impact to provide and support the SaaS as incorporated in an Order Form and includes, as amended from time to time, the Better Impact Service Level Agreement found at www.betterimpact.ca/SLA, the Better Impact Privacy Policy found at www.betterimpact.ca/privacy-policy and the Better Impact Technology and Privacy Brief found at www.betterimpact.ca/BITPB.

1.15 **"SaaS"** means the distinct, subscription-based, hosted, supported, and operated on-demand software service provided by Better Impact under an Order Form and invoiced to Customer.

1.16 **"Subscription Term"** means the term of a SaaS subscription identified in the Order Form, including all renewals.

2. LICENSED RIGHTS AND RESTRICTIONS

2.1 **Grant of Licensed Rights.**

Better Impact grants Customer a non-exclusive, non-sublicensable, non-transferable, limited, terminable, and worldwide right to access and use Better Impact's SaaS, Materials, and Documentation solely for Customer's internal business operations during the Subscription Term. Permitted uses and restrictions of the SaaS as stated in this Agreement also apply to Materials and Documentation. Customer acknowledges that this Agreement is a services agreement and that Better Impact will not be delivering copies of software to Customer as part of the SaaS.

2.2 **Administrative Users.**

Administrative Users shall be issued a password for Customer's account. Administrative User accounts cannot be shared or used by more than one Administrative User. In addition to any other terms and conditions contained herein, as a condition to access and use of the SaaS, each Administrative User shall agree to abide by the terms of Better Impact's click-through end-user terms of use which Better Impact may adopt from time to time, and, in each case, Customer shall

ensure such compliance. Customer shall immediately notify Better Impact of any violation of the terms of any of the foregoing by any Administrative User upon becoming aware of such violation, and shall be liable for any breach of the foregoing agreements by any Administrative User. Customer shall indemnify, defend and hold Better Impact and its affiliates, officers, directors, employees and agents harmless from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from such violations. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its Better Impact account, passwords (including but not limited to all Administrative User and passwords) and files. Better Impact is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords, any failure of Customer to implement or adhere to reasonable security standards, or any malicious behaviour of an Administrative User.

2.3 Authorized Users.

Authorized Users shall have access to the personal profile and other information as added by Customer, through the Authorized Users portal at MyImpactPage.com. Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SaaS and shall cause Authorized Users to comply with such provisions.

2.4 Acceptable Use Policy.

With respect to the SaaS, Customer will not and will ensure at all times that any party to whom it grants access to the SaaS hereunder does not:

(a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works;
(b) transmit any content or data that is unlawful or infringes any intellectual property rights;
(c) circumvent or endanger its operation or security; or
(d) conduct or authorize any penetration, application security, or other similar testing of the SaaS without Better Impact's prior written approval.

Better Impact reserves the right to prevent access to an Administrative User or Authorized User in its sole and absolute discretion if it believes that the Administrative User or Authorized User is doing anything that contravenes 2.4 (a) through (d).

2.5 Verification of Use.

Better Impact will monitor use of the SaaS in order to verify compliance with the terms and conditions of this Agreement, to access Data and furnish user support as required hereunder, for the purpose of ascertaining or verifying appropriate invoicing, and for such other reasons as it may reasonably require. Customer will monitor its use and the use of those whom it and its personnel grant access to the SaaS, and Customer shall report promptly to Better Impact any suspected or observed irregular or unauthorized use of the SaaS, the Data, the Documentation, or the Materials.

2.6 Suspension of SaaS.

Better Impact may suspend or limit Customer's use of the SaaS immediately and without prior notice if, in Better Impact's sole discretion, Customer's continued use may result in harm to the SaaS or its users, or if Customer is in breach of any payment obligations or terms of this Agreement. Better Impact will promptly notify Customer of the suspension or limitation. Any suspension under this section shall not relieve Customer of its payment obligations under this Agreement.

2.7 Third Party Web Services.

The SaaS may include integrations with web services made available by third parties that are accessed through the SaaS and subject to terms and conditions of those third parties. These third-party web services are not part of the SaaS and this Agreement does not apply to them. Customer's Data, including any Data of any duly authorized user of the SaaS, will not be automatically shared by Better Impact with third party web services such as, but not limited to, Facebook and Instagram.

2.8 Mobile Access to SaaS.

Authorized Users may access the SaaS or components of it through mobile applications obtained from third-party websites, such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application, and not by the terms and conditions of this Agreement.

3. BETTER IMPACT'S RESPONSIBILITIES

3.1 Provisioning.

Better Impact provides access to the SaaS as described in this Agreement and in any Order Form.

3.2 Support.

Better Impact provides support for the SaaS on the terms contained the Better Impact Service Level Agreement, as the same may be updated from time to time.

3.3 Security.

Better Impact uses reasonable security technologies in providing the SaaS and will implement those technical and organizational measures referenced in its then current Better Impact Technology Specifications. Better Impact's Privacy Policy contains information on steps Better Impact will take to secure personal data processed in the SaaS in accordance with applicable data protection laws.

3.4 Modifications.

(a) By way of online posting on the SaaS and email to subscribers to Better Impact's system monitoring email list, Better Impact will publish notification of release dates and modifications to the SaaS. Access to SaaS components identified on the Order Form that are updated during the Subscription Term will be automatically provided to Customer, and such updates shall be governed by the terms of this Agreement and by any Documentation related to the same. Better Impact develops and issues updates to the SaaS in order to improve or upgrade the solution and its functionality.

(b) Better Impact's Documentation, Policies, Technology Specifications, applicable click-through agreements, and all other documents that govern Customer's use of the SaaS may be amended from time to time. Better Impact will notify Customer of any such amendments by those means provided for in subsection 3.4(a).

3.5 Analyses.

Better Impact and its related and affiliated entities may create analyses utilizing, in part, Data and information derived from Customer's use of the SaaS and Consulting Services, as set forth below ("**Analyses**"). Analyses will always anonymize and aggregate information and will be treated as Materials. Unless otherwise agreed, personal data contained in the Data is only used to provide the SaaS and Consulting Services. Analyses may be used by Better Impact at its discretion, including but not limited to the following purposes:

(a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of Better Impact's new products and services;
(b) improving resource allocation and support;
(c) internal demand planning;
(d) training and developing machine learning algorithms;
(e) improving product performance;
(f) verification of security and data integrity; and
(g) identification of industry trends, development indices and anonymous benchmarking.

4. CUSTOMER'S DATA AND PERSONAL DATA

4.1 Customer's Responsibility for Data.

Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Data and for entering it into the SaaS. Customer hereby irrevocably grants to Better Impact (including its related and affiliated entities and its subcontractors) all such rights and permissions in or relating to Data as are necessary or useful to Better Impact to process the Data to provide and support the SaaS and for the purposes described in Section 3.5.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Data in compliance with applicable data privacy and protection laws.

4.3 Customer's Security Standards.

Customer will implement and maintain reasonable security standards for its Administrative Users' use of the SaaS.

4.4 Access to Data.

(a) During the Subscription Term, Customer can access the Data at any time. Customer may export and retrieve the Data in a standard Excel or .csv format at any time. Export and retrieval may be subject to technical limitations, in which case the parties will use reasonable efforts to enable Customer's access to the Data.

(b) Before the Subscription Term expires or terminates, Customer may use Better Impact's self-service export tools (as available) to perform a final export of the Data from the SaaS.

(c) At the expiration or termination of the Agreement, Better Impact will delete Data remaining on servers hosting the SaaS unless applicable law requires retention. Retained data is subject to the confidentiality provisions of this Agreement.

(d) In the event of third-party legal proceedings relating to the Data being brought against Customer, Better Impact will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Data.

5. FEES AND TAXES

5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. Fees will be adjusted annually in accordance with the Order Form and will be based on Authorized User counts, where applicable, that Better Impact will conduct annually each year of a Subscription Term. Better Impact reserves the right to conduct additional user count audits during the Subscription Term if it reasonably believes usage has exceeded permitted levels. After prior written notice, Better Impact may suspend Customer's use of the SaaS until payment is made. Interest on any overdue amounts shall accrue on a daily basis on such due amounts at an annual rate equal to the lesser of 1.5% per month (18% annually) or the maximum rate permitted under applicable law until fully paid, plus any reasonable collection costs incurred by Better Impact. Customer shall not withhold, reduce or set-off fees owed during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable, except as otherwise provided in this Agreement.

5.2 Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all applicable taxes, duties, levies, fees, excises, and similar charges (including any sales, use, value-added, withholding, or similar taxes) imposed by any government or other authority. Customer must provide Better Impact with any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If Better Impact is required to pay such taxes, Customer will reimburse Better Impact for those amounts and pay any taxes and related costs paid or payable by Better Impact that are attributable to those taxes.

6. TERM AND TERMINATION

6.1 Term.

The Initial Term is as stated in the Order Form. Unless otherwise specified in the Order Form, the Initial Term shall automatically renew for additional one-year periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Better Impact reserves the right to increase fees upon renewal by providing notice at least sixty (60) days prior to the renewal date.

6.2 Termination.

A party may terminate the Agreement:

(a) upon thirty (30) days' written notice of the other party's material breach unless the breach is cured during that thirty (30) day period;

(b) as permitted under Sections 7.2(e), or 8.1(c) (with termination effective thirty (30) days after receipt of notice in each of these cases); or

(c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.3 Refund and Payments.

For termination under Sections 3.4(a) or 7.2(e), Customer will be entitled to:

(a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination; and

(b) a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination.

Upon the effective date of expiration or termination of the Agreement:

(a) Customer's right to use the SaaS and all Better Impact Confidential Information will end;

(b) Confidential Information of the disclosing party will be retained, returned or destroyed in accordance with Better Impact's data retention policies and procedures; and

(c) termination or expiration of this Agreement does not affect other agreements, if any, between Customer and Better Impact.

6.5 Survival. Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of this Agreement.

7. WARRANTIES

7.1 Compliance with Law.

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

(a) in the case of Better Impact, the operation of its business as the same relates to the SaaS; and

(b) in the case of Customer, the Data and its use of the SaaS.

7.2 Good Industry Practices.

Better Impact warrants that it will provide the SaaS:

(a) in substantial conformity with the Documentation;

(b) with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of the SaaS; and

(c) employing commercially reasonable administrative, physical, and technological safeguards to secure the Data against loss, theft, or unauthorized access, disclosure, copying, use or modification, provided that Better Impact does not guarantee that the SaaS will be uninterrupted or error-free.

Customer's sole and exclusive remedies and Better Impact's entire liability for breach of the warranty under this Section 7.2 will be, except as otherwise provided in this Agreement:

(1) the re-performance of the deficient SaaS work; and

(2) if Better Impact fails to re-perform, Customer may terminate its subscription for the affected SaaS solution, and any such termination must occur within three (3) months of the failure to re-perform.

7.3 Training Warranty.

Better Impact represents and warrants that any training services and related Documentation and Materials will be:

(a) kept current and provided to Customer within thirty (30) days of the date of any published release of updates; and

(b) provided by personnel properly trained in the use of Better Impact's SaaS and in reasonably competent in delivering training services of the nature furnished hereunder.

7.4 System Availability.

(a) Better Impact warrants to maintain an average monthly system availability for the production system of the SaaS

as defined in the applicable service level agreement ("SLA").

(b) Customer's sole and exclusive remedy for Better Impact's breach of the SLA is the issuance of a credit in accordance with the SLA. Customer may apply the credit to a future invoice for the SaaS or request a refund for the amount of the credit if no future invoice is due.

7.5 Warranty Exclusions.

The warranties in Sections 7.2, 7.3, and 7.4 will not apply if:

(a) the SaaS is not used in accordance with the Agreement or Documentation;

(b) any non-conformity is caused by Customer, or by any product or service not provided by Better Impact; or

(c) the SaaS was provided for no fee.

7.6 Disclaimer.

CUSTOMER UNDERSTANDS AND AGREES THAT THE SaaS, THE DOCUMENTATION, AND THE MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER BETTER IMPACT NOR ITS SUBCONTRACTORS OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, OR THAT THE OPERATION OF THE SaaS, ANY PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED, FREE FROM HARMFUL CODE, OR ERROR FREE. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF FUTURE FUNCTIONALITY, PUBLIC COMMENTS, OR ADVERTISING OF BETTER IMPACT OR BETTER IMPACT'S PRODUCT ROADMAPS OR BETTER IMPACT'S SERVICES TO ENGAGE AUTHORIZED USERS TO USE THE SaaS.

8. THIRD PARTY CLAIMS

8.1 Claims Brought Against Customer.

(a) Better Impact will defend, indemnify, and hold Customer harmless against claims brought against it by any third party alleging that Customer's use of the SaaS, when used as authorized under this Agreement, infringes or misappropriates any Canadian patent claim, copyright, or trade secret right. Better Impact will indemnify Customer against all damages finally awarded against it (or the amount of any settlement Better Impact enters into) with respect to these claims.

(b) Better Impact's obligations under this Section 8.1 will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the SaaS in conjunction with any product or service not provided by Better Impact, or (iii) use of the SaaS provided for no fee.

(c) In the event a claim is made or likely to be made, Better Impact may (i) procure for Customer the right to continue using the SaaS under the terms of this Agreement, or (ii) replace or modify the SaaS to be non-infringing without a material decrease in functionality. If these options are not reasonably available, Better Impact or Customer may terminate Customer's subscription to the affected Cloud-Based Service upon written notice to the other and Better Impact will refund Customer's unused portion of its pre-paid annual subscription fee, on a pro-rated basis, which shall constitute Customer's sole and exclusive remedy for such termination.

8.2 Claims Brought Against Better Impact Indemnitees.

To the fullest extent allowed by law, Customer will defend, indemnify, and hold harmless Better Impact, its related and affiliated entities, and all of their respective directors, officers, agents, employees, and contractors (collectively the "**Better Impact Indemnitees**") against any and all actions, claims or proceedings brought by any third party related to the Data, including but not limited to claims arising from Customer's collection, use, processing, or storage of such Data. Customer will indemnify the Better Impact Indemnitees against all damages finally awarded against any of them (or the amount of any settlement Customer enters into) with respect to these actions, claims, and proceedings.

8.3 Third Party Claim Procedure.

(a) The party against whom a third-party claim is brought will notify the other party in writing as soon as reasonably practicable of any action, claim or proceeding, reasonably cooperate in the defence, and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defence.

(b) The party that is obligated to defend an action, claim or proceeding will have the right to fully control the defence.

(c) Any settlement of an action, claim or proceeding will not include a financial or specific performance obligation on, or admission of liability by, the party against whom such action, claim or proceeding is brought.

8.4 Exclusive Remedy.

The provisions of Section 8.1 state the sole, exclusive, and entire liability of Better Impact, its related and affiliated entities, and subcontractors, and is Customer's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third-party intellectual property rights.

9. LIMITATION OF LIABILITY AND INSURANCE

9.1 Unlimited Liability.

Neither party will exclude or limit its liability for losses, damages, or claims resulting from:

(a) unauthorized use or disclosure of Confidential Information;

(b) either party's breach of its data protection and security obligations that result in an unauthorized use or

disclosure of personal data; or

(c) death or bodily injury arising from either party's gross negligence or willful misconduct;
(d) liability for any Fees which are due in accordance with Section 5.1; or
(e) fraud or fraudulent misrepresentation.

9.2 Liability Cap.

Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its respective related and affiliated entities or subcontractors), whether in contract, tort (including negligence) or otherwise, and whether in connection with this Agreement or any collateral contract, to the other party for:

(a) any action, claim or proceeding in relation to Section 8 will not exceed $100,000 in the aggregate; and
(b) all other events (or series of connected events) arising in any twelve (12) month period will not exceed the annual subscription fees paid for (or accrued but unpaid) the applicable SaaS component directly causing the damage for that twelve (12) month period. Any "**twelve (12) month period**" commences on the Effective Date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

SUBJECT TO SECTION 9.1:

(a) NEITHER PARTY (NOR ITS RESPECTIVE RELATED AND AFFILIATED ENTITIES OR SUBCONTRACTORS) WILL BE LIABLE TO THE OTHER PARTY FOR LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE OR FOR EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES; and
(b) BETTER IMPACT WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR CLAIMS CAUSED BY ANY SAAS SERVICE OR COMPONENT PROVIDED FOR NO FEE.

9.4 Risk Allocation.

This Agreement allocates the risks between the parties. The fees for the SaaS and Consulting Services reflect this allocation of risk and limitations of liability.

9.5 Insurance.

Better Impact, at its sole cost and expense, shall obtain and maintain in full force and effect at all times throughout the Subscription Term and any extension thereof the insurance coverage provided for in this Section 9.5 with financially sound and reputable insurance companies. Better Impact shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. The insurance coverage shall include but not be limited to:

(a) Commercial General Liability insurance for all services and operations of Better Impact as provided for in this Agreement to the inclusive limit of not less than Two Million ($2,000,000) Dollars per occurrence;
(b) Professional Liability or Errors and Omissions Insurance in the amount of not less than Two Million ($2,000,000) Dollars per occurrence; and
(c) Network/Cyber Security and Privacy Liability Insurance of not less than Two Million ($2,000,000) Dollars per occurrence.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Better Impact Ownership.

Better Impact and its licensors own all right, title and interest in all intellectual property rights in and related to the SaaS, Materials, Documentation, Consulting Services, design contributions, product suggestions, related knowledge or processes, know-how and trade secrets, and any derivative works of them. If Customer or any of its employees or contractors sends or transmits any communications or materials to Better Impact by mail, email, telephone, or otherwise, suggesting or recommending changes to the SaaS, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Better Impact shall have a perpetual, irrevocable, worldwide, royalty-free right to use, modify, incorporate, and exploit such Feedback for any purpose without any obligation or compensation to Customer, irrespective of any other obligation or limitation between the parties governing such Feedback. All rights not expressly granted to Customer are reserved to Better Impact and its licensors.

10.2 Customer's Ownership.

Customer retains all rights in and related to the Data. Better Impact may use Customer's trademarks, tradenames, service marks, and logos solely to provide and support the SaaS and for the purposes of Section 11.3.

10.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against Better Impact, its related and affiliated entities, or any of its or their licensors, any rights, or any claims of any rights, in the SaaS or any components of it, the Materials, the Documentation, or the Consulting Services.

11. CONFIDENTIALITY

11.1 Use of Confidential Information.

(a) Subject to Section 11.2, the receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives, professional advisors, or Administrative Users whose access is necessary to

enable it to exercise its rights or perform its obligations under this Agreement and who are under obligations of confidentiality substantially similar to those in this Section 11. Customer will not disclose this Agreement or the pricing to any third party.

(b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

(c) In the event of legal proceedings relating to the Confidential Information or where the receiving party is required by applicable law or any legal or regulatory authority to disclose Confidential Information, the receiving party will, to the extent it can do so under applicable law, cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

11.2 Exceptions.

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by contemporaneous written materials;

(b) is generally available to the public without breach of this Agreement by the receiving party;

(c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, as evidenced by contemporaneous written materials; or

(d) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.

(a) Customer may use Better Impact's tradename, trademarks, service marks, and logos in advertising, reports and when publishing reviews posted on review websites.

(b) Upon prior approval by Customer, Customer agrees that Better Impact and its affiliated entities may use Customer's tradename, trademarks, service marks, and logos for marketing and other business purposes.

12. MISCELLANEOUS

12.1 Severability.

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

12.2 Waivers.

No waiver by either party shall be deemed effective unless it is made in writing. A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.

This Agreement may be executed electronically and in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Electronic signatures that comply with applicable law are deemed original signatures.

12.4 Regulatory Matters.

Better Impact's Confidential Information is subject to export control laws of various countries, including the laws of Canada, the United States, and the EU. Customer will not submit Better Impact's Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export Better Impact's Confidential Information to countries, persons or entities if prohibited by export laws.

12.5 Notices.

All notices by the Customer will be in writing and given when delivered to the address published on www.betterimpact.ca at the time of the notice delivery. Notices by Better Impact relating to the operation or support of the SaaS and those under Section 3.4 may be in the form of an electronic notice to Customer's authorized representative or Administrative User who has subscribed to Better Impact's system monitoring email list. Notices by Better Impact related to Section 5.1 may be in the form of an electronic notice to the billing contact provided by the Customer or to an Administrative User.

12.6 Assignment.

Without Better Impact's prior written consent, Customer may not assign or transfer this Agreement (or any of its rights or obligations), in whole or in part, to any party. Better Impact may assign this Agreement to any of its affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

12.7 Subcontracting.

Better Impact may subcontract parts of the SaaS or Consulting Services to third parties. Better Impact shall be responsible for material breaches of this Agreement directly caused by its subcontractors and suppliers, subject to all limitations of liability and remedies set forth in this Agreement.

12.8 Relationship of the Parties.

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

12.9 Rights and Remedies.

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, those provided by law.

12.10 Force Majeure.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from

acts beyond the impacted party's ("**Impacted Party**") control and which could not have reasonably been foreseen, including, but not limited to, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations) or epidemic or pandemic (caused by or resulting from sickness, disease, virus, or otherwise); (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, regulation, or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give notice pursuant to Section 12.5 within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 days following notice given by it, the other party may thereafter terminate this Agreement upon notice, provided that such termination shall not affect any payment obligations accrued prior to termination.

12.11 Governing Law

This Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the Province of Ontario and the federal laws of Canada applicable thereto, without reference to conflicts of law principles. The parties irrevocably agree that all disputes will be subject to the exclusive jurisdiction of the courts located in Toronto, Ontario. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one (1) year from the date when the party knew of the facts, but in no event later than two (2) years from the date of the occurrence giving rise to the claim.

12.12 Entire Agreement.

This Agreement, including the Order Form, Policies, the Better Impact Service Level Agreement, applicable end user click-through agreements, and the Better Impact specifications referred to herein, constitutes the complete and exclusive statement of the agreement between the parties in connection with the parties' business relationship related to the subject matter of this Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are superseded by this Agreement. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. This Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4 or as otherwise explicitly permitted in this Agreement. This Agreement will prevail over terms and conditions of any purchase order issued by Customer, which will have no force and effect, even if Better Impact accepts or does not otherwise reject the purchase order.