Reseller Terms and Conditions

These Terms and Conditions set out the terms which govern the agreement between "MetrixData 360", an Ontario corporation, having a place of business at Unit #10, 265 Hanlon Creek Blvd, N1C 0A1, Guelph, Ontario, Canada Postal Code ("**MetrixData 360**") and the organization identified on the MetrixData 360 Reseller Application ("**Reseller**"). By clicking "I Agree," Reseller hereby agrees to all Terms and Conditions set out in herein, effective immediately (the "**Effective Date**").

DEFINITIONS

For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as follows:

"**Affiliate**" of a party means any corporation or other legal entity that such party directly or indirectly controls, is controlled by, or is under common control with. In this context, a party "controls" a corporation or other entity if it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for the board of directors or other mechanism of control for such corporation or other entity;

"**Agreement**" means these Terms and Conditions together with the Reseller Authorization Letter and any other documents specifically incorporated herein by reference;

"**Confidential Information**" means any business, marketing, technical, scientific or other information disclosed by either party (including their Affiliates) which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties (or their Affiliates), exercising reasonable business judgment, to be confidential;

"**Customer**" means any company who enters into an agreement with Reseller for the elements of MetrixData 360s as outlined in the Statement of Work;

"**Customer Agreement**" means a written or electronic agreement entered into between Reseller and a Customer under which Reseller will provide to Customer any Services;

"**End User(s)**" means any Reseller or Customer personnel who access or use the Software or Elements of the Offering on behalf of Customer;

"**Initial Term**" has the meaning given in Section 4(a);

"**Intellectual Property**" means all rights in any invention, discovery, improvement, utility model, patent, copyright, trademark, industrial design or mask work right, and all rights of whatsoever nature in computer software and data, Confidential Information, trade secrets or know-how, and all intangible rights or privileges of a nature similar to any of the foregoing, in every case in any part of the world whether or not registered, and will include all rights in any applications and granted registrations for any of the foregoing rights;

"**Managed Services**" means Reseller's management of the MetrixData 360's Offering on behalf of Customer;

"**Offering**" refers to the entirety of MetrixData 360's Professional Services, Software, Third-Party Software and Third-Party Licenses.

"**Partner**" is a term that is interchangeable with the term "Reseller".

"**Professional Services**" means any services in support of and complementary to the Offering to be performed for a Customer by MetrixData 360 in accordance with a Customer Agreement Statement of Work;

"**Reseller**" refers to a company that purchases MetrixData 360's Software, Professional Services, Third Party Licenses and Third Party Software (also referred to as Offering) for the purpose of selling them to one of their "Customer(s)".

"**Reseller Authorization Letter**" means the letter sent by MetrixData 360 to Reseller confirming Reseller's enrollment in the Reseller Program;

"**Reseller Program**" means the MetrixData 360 Reseller Program as described in the Reseller Program Guide, which may be updated by MetrixData 360 from time to time;

"**Reseller Program Guide**" means the Reseller Program documentation provided by MetrixData 360 to Reseller and amended by MetrixData 360 from time to time;

"**Renewal Term**" has the meaning given in Section 4(a) of this Agreement;

"Reseller Products and Services" means any products and services of Reseller to Customer that are not the MetrixData 360 Professional Services, which may include configuration, implementation, training, consulting, custom software development services, and/or Managed Services;

"Service Level Agreement" means MetrixData 360's standard Service Level Agreement. Details can be found in the Reseller Program Guide and may be updated or amended by MetrixData 360 from time to time;

"Services" mean any and all services related to the Offering that Reseller provides to a Customer, including access to the Software, Professional Services, Third Party Software, Third Party Licenses and any applicable Deliverables, in accordance with a Customer Agreement;

"Software" means MetrixData 360's proprietary MetrixData 360 platform of tools and process, including any upgrades, new releases, new features or related products released by MetrixData 360;

"Statement of Work" means, if applicable, the document(s) under which Reseller orders the Offering from MetrixData 360;

"Term" has the meaning given in Section 4(a) of this Agreement;

"Terms of Service" means the MetrixData 360 Terms of Use and Privacy Policy, which govern use of the Offering and which are available at: https://www.metrixdata360.com/terms and https://www.metrixdata360.com/privacy and which may be updated or amended by MetrixData 360 from time to time; Terms of Use and Privacy Policy specific to the "Software" can be found in the Program Guide.

"Territory" shall have the meaning set out in Reseller Authorization Letter.

"Third Party Licences" refers to any third-party licence(s) in respect of any Third-Party Software.

"Third Party Software" refers to any software programs proprietary to third parties which are to be used by MetrixData 360 to provide the Offering

RESELLER APPOINTMENT AND TERMS

(a) **Reseller Appointment.** Subject to the terms and conditions of this Agreement, MetrixData 360 hereby grants to Reseller one or more of the following licenses, as indicated in Reseller's Authorization Letter:

(i) the non-exclusive, non-transferrable, non-sublicensable right during the Term to promote, market, distribute and resell the Offering to Customers in the Territory, in accordance with this Agreement and to use the MetrixData 360 capabilities to create, validate, deploy and maintain the Offering during the Term (the "**Reseller License**");

(ii) the non-exclusive, non-transferrable, non-sublicensable right during the Term to access the MetrixData 360 Offering on behalf of the Customer for the purpose of creating, validating, deploying and measuring the Offering to support the Customer specified on the Statement of Work (the "**Managed Services Provider License**"), provided that all use of the MetrixData 360 shall be governed by the Terms of Service.

For greater certainty, nothing herein shall give Reseller the right to use the Offering or associated documentation in any way related to developing a product that is competitive with the Offering, nor shall Reseller be entitled to embed or integrate the Offering into its own Reseller Products and Services in any way without MetrixData 360's express prior written permission.

(b) **Customer Agreements.** Prior to any use of the Software, Third Party Software or any other elements of the Offering by Reseller, Customers or their End Users, any End User must agree to the terms of the Terms of Service. Reseller shall not, whether in a license agreement for its own products or otherwise, in any way negate or override any terms and conditions of the protection afforded to MetrixData 360 by the Terms of Service.

(c) **Pricing.** Reseller shall purchase the elements of the Offering from MetrixData 360 at the prices agreed to in a Statement of Work. Reseller shall be entitled to determine the pricing to charge Customers for the Offering. MetrixData 360 may increase or change the prices at any time by providing at least 30 days' notice to Reseller, which pricing shall be effective for any new subscriptions, projects or renewal terms.

(d) **Reseller Products.** Reseller shall be solely responsible for the operation of its Reseller Products, including without limitation developing such products and ensuring the compatibility of its Reseller Products with the Offering, where applicable, and providing all support and maintenance for the Reseller Products. MetrixData 360 expressly disclaims all

liability for any claims, losses or damages relating to Reseller Products, and Reseller agrees to indemnify MetrixData 360 against all such claims, losses and damages in accordance with the indemnity provisions set forth in this Agreement.

(e) **Reseller Responsibilities.** Reseller shall be responsible for all of the applicable Reseller responsibilities set out in the MetrixData 360 Reseller Program Guide. If MetrixData 360 will be processing any personal data of individuals located in the European Economic Area under the Customer Agreement, Reseller is responsible for notifying MetrixData 360 and Reseller may be required to enter in a Data Processing Agreement with MetrixData 360.

(f) **Trademark License.** MetrixData 360 grants Reseller a non-exclusive, revocable, limited, non-sublicensable license, to copy, display and use the MetrixData 360 trademarks, names and logos ("MetrixData 360 Marks") to promote the Offering during the Term as further described in the MetrixData 360 Reseller Program Guide. All use of MetrixData 360 Marks by Reseller will enure to the benefit of MetrixData 360.

(g) **Program Changes.** MetrixData 360 reserves the right to modify, amend, cancel, or suspend the Reseller Program at any time in its sole discretion.

(h) **Restrictions.** In participating in the Reseller Program, Reseller shall (i) not engage in deceptive, misleading, illegal or unethical practices that might reasonably be detrimental to MetrixData 360s or any of its products or services, included in the Offering; (ii) comply with all applicable laws, including privacy laws and anti-corruption laws; (iii) not send any unsolicited emails, junk or spam communications, or otherwise breach applicable anti-spam laws; (iv) not use any bots, "web crawlers" or similar technologies to mine the Internet for personal information; and (v) not re-brand the Offering or white label the Offering without express written consent from MetrixData 360.

(i) **MetrixData 360 Support.** MetrixData 360 shall provide support to Reseller in respect of the Offering, as set out in the MetrixData 360 Reseller Program Guide.

(j) **Insurance.** During the Term, Reseller will maintain at its own expense, the following types of insurance coverage, on standard policy forms and with insurance companies authorized to do business in the jurisdiction where the Reseller Products and Services will be performed: Commercial General Liability Insurance (equivalent to public and product liability insurance) including contractual liability coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, coverage for

errors and omissions and cybersecurity coverage, with an aggregate limit of no less than $1,000,000 CDN.

3. FEE AND PAYMENT

(a) **Payment.** Reseller agrees to pay the fees for the Offering in the applicable invoice that is delivered to Reseller. All payments made by Reseller shall be made in the currency set out in the invoice. Reseller agrees fee payments are due to MetrixData 360 in accordance with the billing terms set forth in the applicable Statement of Work. Notwithstanding the foregoing, MetrixData 360 reserves the right, upon notice to Reseller and with respect to any or all orders placed by the Reseller hereunder, to require Reseller to pay for the applicable elements of the Offering as detailed in the Statement of Work in advance (either the full amount or a partial amount as determined by MetrixData 360 where: (i) Reseller has failed to pay any amount due under this Agreement upon such payment becoming due and payable, (ii) Reseller has exceeded the credit limit established by MetrixData 360 for Reseller, in its sole discretion and as notified to Reseller from time to time, or (iii) MetrixData 360 has a reasonable apprehension of Reseller being unable to pay its debts when due.

(b) **Interest.** If Reseller fails to pay any amount due under this Agreement upon such payment becoming due and payable, in addition to any other rights and remedies available to MetrixData 360, MetrixData 360 shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law, such interest commencing as of the due date for such payment.

(c) **Taxes.** Reseller is responsible for paying all applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges imposed by a government authority ("Taxes") in respect of the Offering purchased by Reseller. Reseller agrees and acknowledges that it is responsible for the collecting, remitting and/or reporting all applicable Taxes that arise from Reseller's sale of the Offering to Customers.

(d) **Refunds.** MetrixData 360 is not obligated to accept any returns of the Offering or offer refunds for the Offering, except as explicitly set forth in this Agreement or Program Guide.

4. TERM AND TERMINATION

(a) **Term.** This Agreement will commence as of the Effective Date noted on the Reseller Authorization Letter and will continue in effect for an initial term of one (1) year (such initial term referred to in this Agreement as the "Initial Term"). Thereafter, the term of the Agreement will be automatically renewed annually on the anniversary of the Effective Date for additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Agreement as a "Renewal Term"), unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the "Term".

(b)**Termination.** MetrixData 360 may terminate this Agreement at any time by providing 30 days' written notice to Reseller. Either party may terminate this Agreement by giving a written notice to the other party: (i) if the other party commits a material breach of this Agreement and fails to remedy such material breach within thirty (30) days after delivery of written notice by the non-breaching party of the occurrence or existence of such breach or such longer period as may be agreed to in writing by the non-breaching party; (ii) if the other party applies for or consents to the appointment of a receiver, trustee, or liquidator for all or substantially all of its assets or such a receiver, trustee, or liquidator is appointed; or such party has filed against it an involuntary petition of bankruptcy that has not been dismissed within sixty (60) days thereof, or files a voluntary petition of bankruptcy, or a petition or answer seeking reorganization, or an arrangement with creditors, or seeks to take advantage of any other law relating to relief of debtors; or (iii) for convenience upon sixty (60) days' notice by the terminating party.

(c) **Effect of Termination.** Upon termination or expiration of the Agreement, Reseller's appointment as a Reseller for MetrixData 360's Professional Services and the entirety of it's Offering shall immediately end. All rights and licenses granted pursuant to this Agreement will expire immediately upon termination or expiration. Termination or expiration will not release either party from its obligation to pay any fees accruing prior to the date of the termination or expiration. Upon termination, Reseller and MetrixData 360 will work in good faith to allow MetrixData 360 to continue to provide the Offering, as detailed in any and all associated Statements of Work to the Customer or Customers and transition the Customer relationships to MetrixData 360. For greater certainty, MetrixData 360 shall be permitted to contact any Customers upon termination of this Agreement.

(d) **Survival.** Sections 1, 3, 4, 5, 6, 7, 8, 9 and 10 of this Agreement shall survive termination or expiration. Upon termination or expiration of the Agreement, Reseller shall immediately destroy or return, at MetrixData 360's option, MetrixData 360's Confidential Information and all copies thereof.

(e) **Customer Termination.** Reseller agrees that MetrixData 360 may terminate a Customer's access to any element of the Offering if the Customer or any of its End Users is in breach of the Terms of Service. MetrixData 360 will promptly notify Reseller of termination of any of its Customers. Reseller shall not be entitled to a refund in respect of a termination under this Section and MetrixData 360 shall not be liable to Reseller for any damages or lost profits resulting from the termination.

5. WARRANTIES AND DISCLAIMER

(a) **Mutual Warranties.** Each party represents and warrants to the other that: (i) it has full power and authority to enter into this Agreement, and to perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by the party and constitutes a legally enforceable agreement of the party; and (iii) this Agreement is not limited or restricted by, and is not in conflict with, any commercial arrangements, obligations, contract, agreement or other instrument to which the representing party is either bound or subject.

(b) **MetrixData 360 Warranty.** MetrixData 360 will provide Customers to whom Reseller sells the Offering the warranty on the Offering set out in the Terms of Service and applicable Service Level Agreement only; all other warranties are excluded. Reseller shall manage all warranty claims by Customers, and, unless otherwise expressly agreed by MetrixData 360, MetrixData 360 shall only be obligated to support such warranty claims by providing information and/or software fixes (as determined to be within the scope of MetrixData 360's warranty and as deemed necessary by MetrixData 360 in its sole discretion) to Reseller for appropriate communication to Customers. MetrixData 360 does not represent or warrant that the MetrixData 360 Offering and Professional Services will be capable of achieving any particular result or results in the Customer's business or operations.

(c) **Reseller Warranties.** Reseller warrants that: (i) it will observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, state, municipal and local governing bodies, of any country having jurisdiction over this Agreement or any part thereof; (ii) neither Reseller nor any of its directors, officers, employees, or agents shall make or offer to make any payment or gift directly or indirectly to any employee, officer, or representative of any governmental entity or instrumentality or to any foreign political party, any official of a foreign political party, or candidate, when such payment would constitute a bribe, kickback, or illegal payment under

Canadian or applicable foreign laws; and (iii) all Reseller Products and Services will be performed in a professional and workmanlike manner.

(d) **Disclaimer.** THE LIMITED WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, UNDERTAKINGS OR TERMS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, DURABILITY, LACK OF VIRUSES, NON-INFRINGEMENT, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, LACK OF NEGLIGENCE AND/OR LACK OF WORKMANLIKE EFFORT, AND METRIXDATA 360 HEREBY DISCLAIMS ANY SUCH IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS. NO METRIXDATA 360 AGENT, REPRESENTATIVE OR DEALER IS AUTHORIZED TO MODIFY, EXTEND OR ADD TO ANY WARRANTY PROVIDED BY METRIXDATA 360 PURSUANT TO THIS AGREEMENT.

6. LIMITATION OF LIABILITY

(a) IN NO EVENT SHALL METRIXDATA 360 (INCLUDING ITS AFFILIATES, SUBCONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, DIRECTORS OR EMPLOYEES) BE LIABLE TO RESELLER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY.

(b) IN NO EVENT SHALL METRIXDATA 360'S (INCLUDING ITS AFFILIATES, SUBCONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, DIRECTORS OR EMPLOYEES) LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION (INCLUDING FUNDAMENTAL BREACH, TORT, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACTUAL OR TORT CLAIM), EXCEED TOTAL PAYMENTS MADE BY RESELLER TO METRIXDATA 360 IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT OR EVENTS GIVING RISE TO THE LIABILITY.

7. INDEMNITY

(a) **MetrixData 360 Indemnity.** If any actions, suits or proceedings are brought against Reseller by a third party alleging that the Services or MetrixData 360 Marks infringed upon the Intellectual Property rights of a third party, MetrixData 360 shall defend Reseller, at MetrixData 360 expense, and shall pay any settlement amounts MetrixData 360 authorizes and all damages, costs and attorneys' fees finally awarded against Reseller in any such actions, suits or proceedings up to a maximum amount equivalent to the revenue generated by the business partner for the customer(s) that such proceedings are relevant to in the prior six (6) months. Notwithstanding the foregoing, MetrixData 360 shall have no indemnity obligation under this Agreement, or for any claim to the extent based on (i) the use of other than the latest release of the Software, (ii) the use or combination of the Software with software, hardware, or other materials not provided or otherwise specifically authorized by MetrixData 360, (iii) unauthorized modification of the Software, or (iv) Partner's breach of any of the terms and conditions of this Agreement. This Section 7.1 states the entire liability of MetrixData 360 under this Agreement with respect to indemnification or liability for infringement of third party patents, copyrights, or other proprietary right by the Software or associated documentation or any part thereof or by their use or operation.

(b) **Reseller Indemnity.** If any actions, suits or proceedings are brought against MetrixData 360 by a third party arising from or relating to (i) any representations or warranties made by Reseller in respect to the Program(s) that were not authorized in writing by MetrixData 360, (ii) any breach by Reseller of any applicable laws or of the terms or conditions of this Agreement; (iii) any claim that any of Reseller's Products and Services infringed upon the Intellectual Property rights of a third party or (iv) any negligence or misconduct on the part of Reseller in providing the Reseller Products and Services., Reseller shall defend MetrixData 360, at Reseller's expense, and shall pay any settlement amounts Reseller authorizes and all damages, costs and attorneys' fees finally awarded against MetrixData 360 in any such actions, suits or proceedings.

(c) **Procedure.** Each party's indemnity obligations hereunder are contingent upon: (i) the indemnifying party promptly being notified in writing of such claim, (ii) the indemnifying party having the sole control of the defense and/or settlement thereof, (iii) the indemnified party furnishing to the indemnifying party on request any information in the indemnified party's possession or control for such defense, (iv) the indemnified party not admitting any such claim and/or making any payments with respect to such claim without the prior written consent of the indemnifying party, and (v) the indemnified party, at the indemnifying Party's expense, cooperating with, and providing such assistance to the indemnifying party in the defense of such claims as reasonably requested by the indemnifying Party.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

(a) **Protection of Confidential Information.** Reseller acknowledges that the Offering (and any information incorporated therein or provided in respect thereto, including pricing, customer lists, and Resellers) and this Agreement is the Confidential Information of MetrixData 360. Each party shall maintain in confidence all Confidential Information of the other party and shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement, and shall not disclose any Confidential Information of the other party to any third party except as expressly permitted hereunder or make any unauthorized use thereof. Each party shall treat Confidential Information of the other party with the same degree of care against disclosure or unauthorized use as it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Each party further agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials containing Confidential Information of the other party. Each party shall be entitled to provide Confidential Information to contractors of that party that have agreed to confidentiality obligations at least as protective as those contained herein. The obligations of confidence set forth in this Agreement shall extend to any Affiliates that have received Confidential Information and shall also cover Confidential Information disclosed by any Affiliate.

(b) **Exemptions.** Neither party shall be bound by obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, which: (i) was lawfully known or received by the receiving party prior to disclosure without any obligation of confidentiality; (ii) was lawfully generally publicly known prior to its disclosure, or becomes generally publicly known other than through a breach of this Agreement; (iii) was disclosed to the receiving party by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by the receiving party without any violation of any Intellectual Property or other rights of the other party.

(c) **Compelled Disclosure.** If a receiving party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of a disclosing party, the receiving party shall use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior written notice to the disclosing party to allow the disclosing party to seek protective or other court orders.

(d) **Reservation of Rights.** The rights and licenses granted under this Agreement are only as expressly set forth herein and in specific schedules. No other license or right is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a

result of this Agreement or any conduct of either party under this Agreement. Reseller shall not disassemble, reverse translate, decompile or in any other manner decode the Software except to the extent that the foregoing restriction is expressly prohibited by applicable law notwithstanding a contractual obligation to the contrary. MetrixData 360 and its licensors shall retain all right, title, and interest (including all Intellectual Property rights) in, to, and under the Offering. Except as explicitly permitted in this Agreement, Reseller shall not distribute, lease, rent, grant a security interest in, assign, or otherwise transfer the Software or other elements of the Offering. Reseller shall not modify or create any derivatives of the Offering or merge all or any part of the Offering with another program. Reseller shall identify the Offering as proprietary to MetrixData 360, and not remove from the Offering any copyright, trademark, confidentiality, or other proprietary notices of MetrixData 360 or its licensors. In addition, Reseller shall follow good proprietary rights practices and procedures to protect MetrixData 360's and its licensor's rights, including those practices and procedures that may be reasonably required by MetrixData 360 or its licensors and suppliers.

(e) **Feedback.** MetrixData 360 may freely use any suggestions, feedback or ideas Reseller or its End Users may provide. By providing any feedback to MetrixData 360, Reseller grants MetrixData 360 a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, royalty free, license to use the feedback that Reseller provides. MetrixData 360 may put Reseller's provided feedback in various uses that may include but not limited to modifying and improving the MetrixData 360 and MetrixData 360's other current and future services/products, services advertising or marketing materials.

9. AUDIT

To permit MetrixData 360 to confirm Reseller's compliance with this Agreement, Reseller shall maintain, for the Term of this Agreement and for two (2) years thereafter, complete and accurate records, in accordance with standard business practices in Reseller's industry and generally accepted accounting principles, to support and document the marketing, promotion, and distribution of the Offering. To assure such compliance, MetrixData 360, or other auditors reasonably acceptable to Reseller on MetrixData 360s' behalf, may inspect, both during the Term of this Agreement and for two (2) years thereafter, such records. All such audits will be conducted during regular business hours at Reseller's offices and shall not unreasonably interfere with Reseller's business activities. If an audit reveals that Reseller has underpaid fees to MetrixData 360, Reseller shall pay to MetrixData 360 all underpaid amounts plus interest, calculated from the date that such amounts were originally due until the time such amounts are paid. Such amounts shall be immediately due upon

Reseller's receipt of MetrixData 360's invoice specifying such underpaid amounts. MetrixData 360 shall bear the cost of all audits, provided that if an audit reveals a five percent (5%) or greater non-compliance in any quarter by Reseller, or material non-compliance with this Agreement, Reseller shall bear all costs of such audit.

10. GENERAL

(a) **Relationship.** The obligations of each party under this Agreement shall be in every case several and shall not be, or be construed to be, either joint or joint and several. Nothing contained in this Agreement shall be deemed to constitute either party or any of its representatives the Reseller, agent, franchisee, or legal representative of the other party or to create any fiduciary relationship for any purpose whatsoever. Any use of the term 'Reseller' or 'Partner' or similar termination does not mean or refer to a legal partnership, but instead means or refers to a co-operative business or contractual relationship. Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall confer on either party or any of its representatives any authority to act for, bind, or create or assume any obligation or responsibility on behalf of the other party. Nothing contained in this Agreement will prohibit either party from entering into a similar arrangement with a third party.

(b) **Assignment.** Reseller may not assign this Agreement, any interest herein or any rights hereunder without the prior written consent of MetrixData 360. Subject to the foregoing limits on assignment, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

(c) **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario, without regard to its conflict of law principles. Reseller shall only be entitled to bring any action or proceeding arising out of or relating to this Agreement in a court in Ontario, Canada. No choice of laws rules of any jurisdiction shall apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

(d) **Force Majeure.** Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes (each a "Force Majeure Event"), provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance. MetrixData 360

shall have the right to terminate this Agreement in the event that Reseller is unable to fulfill its obligations herein for a period of at least sixty (60) calendar days due to a Force Majeure Event.

(e) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If the application of any provision of this Agreement to any particular facts or circumstances is held to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, then (i) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

(f) **Amendments; Waivers.**   This Agreement (excluding the Reseller Program Guide) may only be amended by both parties in writing. No failure to exercise, and no delay in exercising, any right, remedy, or power hereunder will operate as a waiver of any party's right, nor will single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or at equity. The waiver of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

(g) **Interpretation.**   Any agreement or schedule referred to herein means such agreement or Reseller Agreements, as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement. References to any statute or regulation means such statute or regulation as amended at the time and includes any successor statute or regulation. Unless otherwise stated, references to recitals, articles, sections, paragraphs, schedules and exhibits will be references to recitals, articles, sections, paragraphs, schedules and exhibits of this Agreement. The parties agree that this Agreement will be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities will not be interpreted against the party that drafted the relevant language.

(h) **Notice.**In any case where any notice or other communication is required or permitted to be given by one party to the other party hereunder, such notice or communication shall be in writing and (i) personally delivered, (ii) sent by international air courier service with confirmation of delivery requested, or (iii) transmitted by email.   Reseller should

immediately immediately notify MetrixData 360 in case of any changes in the structure of its organization including: (a) significant changes in ownership; (b) changes in company name (both legal name and trade /business name); (c) mergers/amalgamations/divestments; (d) location changes; or (e) changes in the operational activities of the organization. Changes in relation to the legal name or registered address of the Reseller should be signed by an authorized signatory of the Reseller and should be supported by: (x) an excerpt from the company register or equivalent institution in the country; and (y) an updated tax certificate showing the tax/VAT registration numbers after the change.

(i) **Entire Agreement.** This Agreement, including the documents incorporated by reference into this Agreement and/or executed by both parties constitute the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, oral or written. No preprinted terms or conditions of any purchase order submitted by Reseller to MetrixData 360 shall be of any contractual effect between the parties. This Agreement may not be modified or waived orally and may only be modified in a writing signed by duly authorized representatives of each party. To the extent any terms and conditions of this Agreement conflict with the terms of any other form or any other document, the documents shall control in the following order: (i) Statement of Work; (ii) Reseller Program Authorization Letter; (iii) Reseller Program Guide; (iv) this Agreement; (v) Terms of Use; (vi) Privacy Policy and any other documents expressly incorporated herein by reference.

(j) **Rights and Remedies.** Except as specifically provided in this Agreement, the rights and remedies provided herein and all other rights and remedies available to either party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity, neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy.

(k) **Publicity.** Reseller consents to publication of its name by MetrixData 360 as a Reseller (as applicable) in a factual listing of MetrixData 360 customers/Resellers to be published within presentations, on trade show signs, and on its website. MetrixData 360 will seek Reseller's prior written authorization for use of Reseller's name for promotional activities beyond the above-mentioned, which may include press releases and brochures.

(l) **Counterparts; Signatures.** The parties agree to accept digital signatures as valid and binding in the execution of this Agreement. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.