

SYLOGIST RESELLER PARTNER TERMS

RECITALS

- A. Sylogist is in the business of manufacturing, producing, distributing and licensing the use of certain proprietary software programs and related documentation.
- B. Partner is engaged in, among other things, the business of reselling software, the implementation of software and support of software.
- C. Partner will become an authorized reseller of Sylogist in accordance with the terms and conditions in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which consideration is hereby acknowledged, the parties agree as follows:

ARTICLE 1- DEFINITIONS AND INTERPRETATION

1.1 Definitions and Interpretation

- (a) The definitions set out in Schedule A apply to this Agreement. In this Agreement: (1) the terms “including”, “include” and “includes” are deemed to be followed by the statement “without limitation”, and none of these terms will be construed to limit any word or statement it follows, (2) headings are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions, (3) a reference to a person includes an individual, partnership, association, trust, unincorporated organization, society or corporation, (4) a reference to a day, month, quarter, or year means a calendar day, month, quarter, or year, unless the context indicates otherwise and (5) a reference to a statute includes a reference to such statute and its regulations, all amendments made to the statute and in force, and to any statute or regulation that has the effect of supplementing or superseding such statute or its regulations.

ARTICLE 2 - LICENSE GRANT AND RESALE RIGHTS

2.1 License grant

- (a) Subject to the terms of this Agreement, for the Term, you are granted a non-exclusive, non-transferable, non-assignable, limited license to provide the Specified Product to Customers.
- (b) The right granted in this section is non-exclusive. Customers may acquire a Specified Product through other reseller partners, including directly from us, at any time without notice to you. Nothing in this Agreement requires you to license, use or promote the Specified Product, Sylogist software or services exclusively. You may enter into agreements with other parties to license, use or promote non-Sylogist software or services that are not related to Sylogist software or the Specified Products.
- (c) You can only provide the Specified Product to Customers. No additional distribution rights are granted under this Agreement. You do not have the right to use the Specified Product for the purpose of running your business, subject to any contrary terms in the Partner Program Guide.

2.2 Sylogist Software Agreement

- (a) You must ensure that each Customer’s use of each Specified Product is governed by the current version of the Sylogist Software Agreement located at <https://www.sylogist.com/sylogist-software-agreement> by having each Customer agree to the Sylogist Software Agreement prior to or at the time the Customer enters into an agreement with you. You do not have any authority to modify the terms and conditions of the Sylogist Software Agreement, and you must act consistently with the terms of the Sylogist Software Agreement.

2.3 Support

- (a) You will provide support to your customers for the Specified Product per the Partner Program Guide. We will provide you with the technical support, training, account management, marketing and sales support reasonably required for you to meet your support obligations.

2.4 Customizations

- (a) We grant you a non-exclusive, non-transferable, non-assignable license during the Term to (1) create Customizations and (2) promote, market and provide Customizations to Customers.
- (b) You are solely responsible for and liable for any Customizations, including any adverse effect that your Customizations have on any functionality of a Specified Product or otherwise relating to the use of your Customization such as the introduction of malware. You are responsible for any third party software licenses required to create Customizations. You are solely responsible for providing technical support for your Customizations.
- (c) As between you and us, you will own the intellectual property in any Customization except to the extent that a Customization contains material, confidential information or intellectual property that is proprietary to us or our licensors, and such material, confidential information or intellectual property will continue to be owned by us or our licensors.

2.5 Extensions

- (a) In some cases a Specified Product can only be extended with custom functionality, named extensions, which are leveraged through events placed systematically in the Specified Product's base code.
- (b) To help you refactor a Customization into an extension and to create any necessary events for such Customizations, Sylogist will provide you with a run time package and the source code for select parts of the Specified Product for the sole purpose of you (a) creating such events to integrate with the Extensions, (b) performing data migration for an upgrade or (c) promoting or marketing an event to a potential or existing customer (each a "**Permitted Purpose**").
- (c) We grant you a non-exclusive, non-transferable, non-assignable, non-sublicensable limited license to use the run time package and, if absolutely required in our discretion, specific sections of the source code for the Specified Product, in each case solely for a Permitted Purpose. The run time package and the source code is our intellectual property, our highly-sensitive Confidential Information and our trade secrets. The confidentiality obligations in the Agreement apply to your access and use of the run time package and the source code.
- (d) You may not copy or distribute the run time package or any source code or any derivative work other than in locked source code form, i.e. you may not grant a Customer or any other party (including a subcontractor) any access or license keys whatsoever to open or use the source code.
- (e) You are solely responsible for and bear any and all liability relating to any events that you create and provide to Customers, including any adverse effect that your events have on any functionality of or the usual operation of the Specified Product, or otherwise relating to use of your events by Customers (such as the introduction of malware). You will make any events consistent with any generally accepted principles for development of the Specified Product type (i.e. financial, payroll, educational or other software) and you will prepare accompanying software documentation. You are solely responsible for providing technical support for events you create.
- (f) We may add new events to the Specified Product in our sole discretion. You may request that we develop a specific event. If we intend to create the event then we will provide the estimated timing

for availability. When we create such an event, we will use commercially reasonable efforts to attempt to replicate or port over the functionality provided by such prior Customization in the event that can be used with an Extension. Nothing in this Agreement requires us to develop an event with identical functionality, and in some cases we may not be able to duplicate some functionality. You agree that we own any and all resulting intellectual property in any event that we develop, and you hereby irrevocably and unconditionally assign, transfer and convey all worldwide right, title and interest in such event, source code in the event and the intellectual property in the foregoing to us. You agree to waive any moral rights in such events in our favour.

- (g) Sylogist disclaims and makes no warranties, conditions or representations (express or implied, by statute or otherwise) in relation to our run time package, source code or to events that we develop, including any warranties or conditions of title, merchantability, satisfactory quality, non-infringement, fitness for a particular purpose or any implied warranty arising from course of dealing or usage of trade. Sylogist makes no warranty that the run time package, source code or an event (whether developed by us or by you) will operate properly in connection with extensions, or with Business Central.

ARTICLE 3 - LIMITATIONS

3.1 Data integrity

- (a) You may not alter any information within the Specified Product that could damage the integrity of data files or audit trails, or modify data that would be non-compliant with applicable law, accounting or recognized business requirements and rules, or principles and practices that apply to your Customers.

3.2 Subcontracting

- (a) You agree that you are solely responsible and liable for the acts and omissions of any third party subcontractor you hire or retain to exercise your rights of fulfil your obligations under this Agreement, including for a breach of confidentiality by any such third party subcontractor, as if such acts or omissions of such third party subcontractor were your acts or omissions.

ARTICLE 4 - PARTNER OBLIGATIONS AND RESTRICTIONS

4.1 Partner obligations

- (a) You shall, in good faith and at your own expense market, advertise, promote, and resell the Specified Products to potential customers and prospects in accordance with good business practice.
- (b) You shall promptly notify us, and address and investigate, any material Customer complaint or adverse claim about the Specified Product or its use of which you become aware.
- (c) You shall meet the certification requirements (if any) set out in the Partner Program Guide for the Specified Product.
- (d) You shall, at your expense, comply with all applicable laws and regulations necessary for your provision of a Specified Product and your performance of this Agreement, including by obtaining and maintaining any required government approvals.

4.2 Partner Restrictions

- (a) You shall not:

- (1) make any representations, conditions, warranties, guarantees or other commitments for a Specified Product that are additional to or inconsistent with those set out in the Sylogist Software Agreement for the Specified Product;
- (2) engage in any unfair, anti-competitive, misleading or deceptive marketing or advertising practices;
- (3) reverse engineer, decompile or disassemble a Specified Product;
- (4) create or distribute a Customization in any manner that would cause the Specified Product in whole or in part to become subject to any of the terms of an Excluded License; or
- (5) state or indicate that you are an agent for us or that you have the right to contractually bind us.

ARTICLE 5 - PRICING AND PAYMENT

5.1 Suggested list price

- (a) We will provide you with the suggested list price for each Specified Product on the Partner portal. We may change the suggested list price or related discounts from time to time. We will give you at least 90 days' written notice before (i) we increase the suggested list price of a Specified Product or (ii) we change the discount model for a Specified Product that is set out in the Partner Program Guide. Changes to pricing do not apply retroactively to any orders for Specified Products accepted by Sylogist prior to the effective date of the change in pricing. You may set your own Customer prices. Any Customer discounts or premiums you provide will in no way alter or affect the total amount due to us by you set out in the Partner Program Guide.

5.2 Payment terms

- (a) Under no circumstances are orders for a Specified Product refundable. Your payment to us is not contingent on your receipt of a payment from a Customer.
- (b) Payment is due on the date and in the currency specified in our invoice. Access and use of a Specified Product will not be provided to a Customer unless payment is received. For a Specified Product where the fees are paid monthly, if you fail to pay the fees by the due date then access to the Specified Product will not be made available. If your payment is not received within thirty (30) days of the due date then we may, in our discretion, contact the Customer directly, suspend or terminate the order or this Agreement, or suspend any further access you have to the Specified Product for resale until all overdue payments due are received or some combination of these or other remedies available under this Agreement or at law.

5.3 Payment dispute

- (a) You may not withhold payment or make deductions on the amount due on any invoice. If you dispute any amount invoiced by us then: (i) you must pay the non-disputed amount on the invoice and (ii) you must provide details of the disputed item or complaint (together with supporting documentation and information) within twenty-one (21) days of the date of our invoice.

ARTICLE 6 - INTELLECTUAL PROPERTY

6.1 Use of trademarks

- (a) This Agreement does not grant you any right, title, interest, in or to any Sylogist or Specified Product names or trademarks. We grant you a limited, non-exclusive, revocable license to use Sylogist's

corporate name, and each Specified Product name and trademark to accurately identify and refer to Sylogist and each Specified Product, solely for and in connection with your resale, marketing and promotion of a Specified Product, provided you:

- (1) ensure that your use of our names and trademarks is not likely to cause confusion about the source of your solutions or your relationship with us, and not use any mark that is confusingly similar to any of our trademarks;
 - (2) ensure that your use is in accordance with our trademark use guidelines which may be updated from time to time;
 - (3) promptly stop any offending use of our trademarks upon written notice from us;
 - (4) do not attach any additional trademarks, logos or trade designations to the Specified Products or to use any additional trademarks, logos or trade designations to promote or distribute the Specified Products;
 - (5) use our trademarks in a manner that reflects favourably on the Specified Products and on us, and not make any use that will (A) adversely affect the ownership or validity of our trademarks, (B) diminish, damage or otherwise adversely affect the value of the goodwill attached to our trademarks or (C) disparage, dilute the value of, or reflect negatively on the Specified Product;
 - (6) challenge any of our ownership or right, title or interest in or to our intellectual property rights in the Specified Product;
 - (7) do not assign, transfer or sublicense this license (or any right granted herein) in any manner without our prior written authorization; and
 - (8) do not use our trademarks in connection with the transmission or distribution of unsolicited commercial email or in any manner that would violate applicable law or conflict with the terms of this Agreement.
- (b) Any and all goodwill associated with your use of our trademarks, including the trademark for a Specified Product, inures exclusively to our benefit.
- (c) We may, at any time by giving you written notice, terminate the license granted in this section.
- (d) Subject to the terms of this Agreement, and only during the Term, you grant us a non-exclusive, non-transferable, paid up, revocable limited license to use the trademarks for your corporate name and logo solely to publicize the list of authorized partners and to exercise our rights and fulfill our obligations under this Agreement. You may revoke such license at any time in your sole discretion on providing written notice to us.

ARTICLE 7 - CONFIDENTIALITY

7.1 Confidential Information

- (a) To be able to fulfil the obligations and exercise the rights under this Agreement, each party (as a receiving party) may have access to or be provided with information that is confidential to the other party (the disclosing party) ("**Confidential Information**"). Confidential Information includes information, whether in writing, electronic or oral form, that:
- (1) the disclosing party or the disclosing party's Affiliate, designates as confidential or proprietary;

- (2) under the circumstances surrounding disclosure, or given the nature of the disclosure, would reasonably be understood to be information that is confidential to the disclosing party;
 - (3) relates to the disclosing party's software or hardware products which may include source code, API data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods. For clarity, the foregoing elements of the Specified Product (including any source code) are our Confidential Information;
 - (4) relates to the disclosing party's business or financial affairs, including business methods, marketing strategies, pricing, margins, demo programs, competitor information, product development strategies and methods, technical know-how, customer and prospective customer lists and financial results;
 - (5) is received from a third party that the disclosing party is obligated to treat as confidential; and
 - (6) is disclosed by, or made available by, an Affiliate or agent of the disclosing party and is information that satisfies the requirements set out in one of the foregoing paragraphs.
- (b) Any Customer information given to you by us under the terms of this Agreement is our Confidential Information. Any Customer information given to us by you under the terms of this Agreement is your Confidential Information.
 - (c) Confidential Information includes all tangible materials that contain Confidential Information whether written or printed documents, or in electronic media.

7.2 Confidentiality obligations

- (a) Each party, when it is a receiving party, must:
 - (1) maintain the confidentiality of the Confidential Information;
 - (2) protect the Confidential Information by using reasonable administrative, organizational, technical and physical safeguards to prevent any unauthorized copying, use, access, disclosure, alteration, destruction, distribution, installation or transfer of possession of the Confidential Information, where reasonable safeguards include access controls, encryption and any other security means that are required to comply with applicable laws and are at least the same safeguards used by the receiving party for its own Confidential Information;
 - (3) not permit its personnel to reproduce or copy any Confidential Information except as expressly authorized hereunder;
 - (4) only disclose the Confidential Information to its personnel on a need-to-know basis, and only after having in place contractually binding provisions with such personnel that require them to protect the Confidential Information on terms similar to those set out in this Agreement, provided that in the case you are using a third party subcontractor, then you shall require such third party subcontractor to agree to the confidentiality obligations set out in this Agreement that relate to our Confidential Information before providing them with any of our Confidential Information;
 - (5) only use the Confidential Information to fulfill its obligations under this Agreement and not for any other purpose; and

- (6) refrain from disclosing any Confidential Information for five (5) years following the termination of this Agreement, except that (i) if the Confidential Information contains personal information (such as Customer contact information) then the obligations of confidentiality continue indefinitely, subject to applicable legislation and (ii) if the Confidential Information is related to a Specified Product (or the source code for the Specified Product) then the obligations of confidentiality survive termination of this Agreement until the information falls into one of the exceptions set out in Section 7.2(c).
- (b) Confidential Information may be disclosed as required by a judicial, governmental order, or regulatory body, if the receiving party: (1) gives reasonable notice of the order to the disclosing party (to the extent legally permissible) to allow the disclosing party a reasonable opportunity to seek a protective order or otherwise prevent or restrict disclosure at its cost, or, failing a protective order being granted and (2) obtains written assurance from the applicable judicial, governmental entity, or regulatory body that such entity will protect the Confidential Information to the maximum level allowed under applicable law or regulation. Any such protective order is at the sole cost of the disclosing party.
- (c) Confidential Information does not include any information that:
 - (1) is known to the receiving party or a receiving party's Affiliate prior to obtaining the Confidential Information, free of any obligation on the receiving party to keep the information confidential;
 - (2) is or becomes publicly known through no wrongful act of the receiving party or a receiving party's Affiliate;
 - (3) is received by the receiving party from a third party without any obligation of confidentiality owed to the disclosing party; or
 - (4) is independently developed by the receiving party or a receiving party's Affiliate without the use of, or access to, the Confidential Information.
- (d) Both parties acknowledge that the receiving party's use or disclosure of the Confidential Information in a manner inconsistent with or in breach of this Agreement may cause the disclosing party irreparable damage for which remedies other than injunctive relief or other equitable relief may be inadequate. The parties agree that the disclosing party may seek injunctive or other equitable relief seeking to restrain such use or disclosure.

ARTICLE 8 - TERM AND TERMINATION

8.1 Term

- (a) This Agreement will take effect on the Effective Date and continues until terminated by a party in accordance with this Article 8 (the "**Term**").

8.2 Early termination

- (a) Either party may voluntarily terminate this Agreement or any order at any time by providing sixty (60) days' written notice to the other party.

8.3 Termination for breach

- (a) Either party may terminate this Agreement or an order if the other party breaches any terms of the Agreement or an order and the breaching party does not cure the breach within 30 days of receiving written notice of such breach. Your failure to meet any minimum performance or any certification

requirements set out in the Partner Program Guide is a breach of this Agreement.

8.4 Effect of termination

- (a) After this Agreement has been terminated you must (i) immediately stop using all rights granted under this Agreement, and (ii) pay us any amounts due under this Agreement. Termination of this Agreement terminates all rights under all orders except to the extent provided in this Section 8.4(c). Despite the foregoing, the parties shall cooperate reasonably to complete or transition to Sylogist implemented customers, projects and implementations that are in-flight at the time of the effective date of termination, and the parties will continue to perform each of its respective obligations under this Agreement that are reasonably necessary to complete or transition such installed customers, in-flight projects and implementations.
- (b) If we terminate an order for a Specified Product then you shall immediately stop exercising rights for such Specified Product, and pay us any amounts due under this Agreement for any terminated order.
- (c) Termination of this Agreement will not affect any perpetual licenses for a Specified Product that were previously granted to Customers. Those licenses will continue as described in the Sylogist Software Agreement.
- (d) Upon termination or expiry of this Agreement, or on our written request, you must promptly cease using our trademarks and destroy all materials in your possession or control which contain the trademarks, including all Software Documentation. The foregoing obligation to return or destroy materials and documentation does not extend to automatically generated computer back-up or archival copies of any such materials, documentation or Confidential Information generated in the ordinary course of the receiving party's information systems procedures, provided that the receiving party shall make no further use of such materials, documentation and Confidential Information contained in such copies. The receiving party may retain one (1) copy of all such materials, documentation and Confidential Information for compliance and litigation purposes, subject to its obligations under this Agreement.
- (e) Unless this Agreement was terminated by us in accordance with Section 8.3(a) due to your breach then you may elect to convert any right you have to use the Specified Product for the purpose of running your business as set out in the Partner Program Guide to a regular end user customer license in accordance with the following terms:
 - (1) you agree that the Sylogist Software Agreement governs your use of the Specified Product, provided the Sylogist Software Agreement governs only the use of the original Specified Product and not any modifications or customizations you have made prior to the termination date which you may continue to use;
 - (2) the right to create or use modifications or customizations after the termination date is governed by the terms of the Sylogist Software Agreement; and
 - (3) this conversion only applies to the deployment and use of the Specified Product by you for your employees and for your internal use.

8.5 Remedies not exclusive

- (a) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by a party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

8.6 Survival

- (a) The following sections survive the termination of this Agreement: Article 1, Article 5 (until all payments due to us are paid in full), Article 7, Article 10, Article 11 and Article 12, and Sections 2.4(c), 6.1(b), 8.4, 8.5 and 8.6.

ARTICLE 9 - WARRANTY

9.1 Specified Product Warranty

- (a) The Specified Product is complex software. You acknowledge that each Specified Product is neither fault tolerant nor free from errors, conflicts or interruptions, and each Specified Product will not be continuously available if provided online. Unless otherwise expressly stated in this Agreement, in the Sylogist Software Agreement, or in any applicable law, we disclaim and exclude any and all warranties, conditions and representations (whether express or implied, by contract, statute, common law, at equity or otherwise) in relation to each Specified Product, including warranties and conditions of title, merchantability, satisfactory quality, noninfringement, fitness for a particular purpose or any implied warranty arising from course of dealing or usage of trade. We make no warranty that a Specified Product will operate properly in connection with a Customization or for any Customer, or that a Customization will operate as intended with a later release of a Specified Product.

9.2 General representation and warranty

- (a) Each party represents and warrants to the other party that the representing party (1) is an entity, duly organized, validly existing and in good standing under the laws of its place of organization or incorporation (as applicable); (2) has the necessary rights, licenses, title, permissions, consents, power and authority to enter into and observe its obligations under this Agreement; (3) will not violate, conflict with, require consent under or breach any applicable law or any agreement to which it is a party through the execution, delivery or performance of this Agreement; and (4) will comply with all applicable laws related to the performance of its obligations under this Agreement.

9.3 Customer warranty claim

- (a) If there is a valid Customer warranty claim made under the Sylogist Software Agreement relating to the Specified Product within the applicable warranty period under the Sylogist Software Agreement then we will assist you with remedying such warranty claim to the extent required to satisfy the warranty requirements under the Sylogist Software Agreement.

ARTICLE 10 - INDEMNITIES

10.1 Intellectual property infringement indemnity

- (a) Subject to the other terms in this Article 10, we will defend you, at our expense, and pay the amount of any adverse final judgment (or settlement to which we consent), for a third party Claim that the permitted use of a Specified Product infringes the third party's copyright, trademark, or patent in Canada, the United States, the United Kingdom or in Ireland. Our obligations are subject to you promptly notifying us in writing of the Claim, giving us sole control over the defense and settlement of the Claim and providing us with reasonable assistance (at our expense) in the defense of the Claim.
- (b) We will not be liable, and our obligations in Section 10.1 do not apply, to the extent that the Claim is based on you or your Customer's (i) copying, providing or using the Specified Product after we notify you in writing to discontinue copying, providing or using the Specified Product due to such a Claim or after the termination of the Agreement; (ii) combining the Specified Product with a

Customization or with any other non-Sylogist product, program or data; (iii) customizing or otherwise altering the Specified Product (including a Customization); (iv) use of a Sylogist trademark or a Specified Product trademark without express written consent to do so when trademark infringement is the nature of the Claim; (v) improper or unauthorized use of the Specified Product or (vi) breach of the Specified Product use provisions and limitations in these Reseller Partner Terms or in the Partner Program Guide. On written demand you will reimburse us for any reasonable and supported costs or damages that result from Claims related to any of these exclusions, provided, however, that you will have no obligation to us under this section for actions of your Customer acting without your direct involvement.

- (c) If we receive information concerning an intellectual property infringement Claim (including from you), or if we reasonably suspect that the use of a Specified Product is infringing third party intellectual property rights, then we may, at our expense and at our option: (i) procure for you the right to continue to use the allegedly Specified Product; (ii) replace or modify the Specified Product to make it non-infringing, provided such replacement or modification will be substantially similar to the Specified Product being replaced; or (iii) require you, your Affiliate and your affected Customers to discontinue copying, using or providing the Specified Product affected by the Claim.

10.2 Indemnity

- (a) You shall defend, indemnify and hold us harmless from and against any Claim and resulting Loss that arise from, are the result of, or that are caused by:
 - (1) any malware introduced by you to a Specified Product or to a Customer system;
 - (2) a Customer's use or inability to use a Specified Product if such Claim would not have occurred from using the Specified Product without a Customization where we were not engaged by you in the support or creation of such Customization;
 - (3) a Specified Product, together with a Customization, infringing any copyright, trademark or patent of a third party if such Claim would have been avoided or would not exist as a result of the exclusive use of the Specified Product without the Customization where we were not engaged by you in the support or creation of such Customization;
 - (4) a Customization infringing any intellectual property right of a third party where we were not engaged by you in the support or creation of such Customization;
 - (5) your breach of (i) this Agreement that results in a Claim from, or a Loss to, a Customer or a third party, or (ii) Section 4.2, including any such breaches of (i) or (ii) by your personnel or third party subcontractors;
 - (6) any unlawful or fraudulent acts or omissions by you, or your wilful misconduct, in connection with your performance of your obligations under this Agreement, including any that result in bodily injury, death of any person, or damage to real or tangible personal property; or
 - (7) any of your export or re-export activities contrary to this Agreement or contrary to applicable law where we were not engaged by you in the support or creation of such export or re-export activities.
- (b) We shall defend, indemnify and hold you harmless from and against any Claim and resulting Loss that arise from, are the result of, or that are caused by:
 - (1) any malware introduced by us to a Specified Product or to a Customer system;

- (2) our breach of this Agreement that results in a Claim from, or a Loss to, a Customer or a third party, including any such breaches by our personnel or our third party subcontractors; or
- (3) any unlawful or fraudulent acts or omissions by us, or our wilful misconduct, in connection with our performance of our obligations under this Agreement, including any that result in bodily injury, death of any person, or damage to real or tangible personal property.

ARTICLE 11 - LIMITS OF LIABILITY

11.1 No liability for indirect damages

- (a) NEITHER YOU NOR WE NOR ANY OF YOUR OR OUR RESPECTIVE AFFILIATES OR SUPPLIERS WILL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO DATA OR RECORDS, OR LOSS OF BUSINESS INFORMATION, OR FOR ANY INDIRECT DAMAGES OF WHATEVER NATURE (INCLUDING CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES) ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT (EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE FOREGOING EXCLUSION OF LIABILITY DOES NOT APPLY TO THE LOSS FOR VIOLATION OR BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATION UNDER THIS AGREEMENT, OR FOR A BREACH OF A PARTY'S OBLIGATIONS RELATING TO THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11.2 Limit on Liability

- (a) IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY, WITH RESPECT TO ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID TO SYLOGIST UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR LOSS.

ARTICLE 12 - GENERAL

12.1 Entire agreement

- (a) The terms and conditions of this Agreement form our entire agreement concerning your provision of each Specified Product to Customers, and supersede any prior or contemporaneous communications, and any prior agreement between us and you or your Affiliates relating to the resale or provision of a Specified Product to a Customer. Any purchase order or any general terms and conditions you maintain do not apply to this Agreement. The schedules attached to the Agreement are integral parts of this Agreement and are incorporated into the Agreement by reference.

12.2 Amendments

- (a) We reserve the right to make revisions and updates to the Agreement (including the Partner Program Guide and the Reseller Partner Terms). Sylogist will notify Partners when modifications are made to the Reseller Partner Terms. Such notification will be made within a reasonable time of the update and will be made via email and/or the partner area of the Sylogist Portal or Knowledge Center. In addition, you are responsible for checking our Partner portal periodically for updates and changes to the Agreement. When the Agreement is updated or changed, you agree to be bound by such update and change as of the date the update or change is posted, but an update or change does not apply retroactively.

12.3 Notices

- (a) All notices, requests, consents, Claims, waivers, and other communications, other than routine communications having no legal effect, must be in writing and sent to a party at the email address provided on the Sylogist Reseller Partner Registration. For notices and requests to us, the email address in the Partner Program Guide applies. All notices, requests, consents, Claims, waivers and other communications are deemed to have been given on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

12.4 Assignment

- (a) You may not assign or transfer this Agreement or your rights or obligations under this Agreement, whether by contract or by operation of law, without first obtaining our prior written consent, which shall not be unreasonably withheld. We may assign this Agreement or transfer our rights and obligations under this Agreement without your consent after providing you with written notice.

12.5 Relationship

- (a) Despite any reference to you being a 'partner' under this Agreement, you are an independent contractor for all purposes regarding this Agreement (whether for a Specified Product, Customization or anything else). Neither this Agreement, nor any of its provisions, will be construed as creating a partnership (as such term is used in applicable partnership laws to designate a legal partnership entity), joint venture, agency, or franchise relationship or any fiduciary duty between us. You do not have the power to contractually bind us or vary any agreements made by us.

12.6 Severability

- (a) If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect to the maximum extent possible.

12.7 Waiver

- (a) No waiver by a party of a right, remedy, power or privilege will be effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of any other right, remedy, power, or privilege.

12.8 Force Majeure Event

- (a) Neither party will be liable for any failure or delay in performance due in whole or in part to a Force Majeure Event.

12.9 Applicable law

- (a) If your head office or primary office as of the Effective Date was located in the United States then this Agreement is governed by, and construed in accordance with, the laws of the State of Delaware, and the federal laws of the United States applicable in the State of Delaware, without giving effect to any choice or conflict of law provisions, principle or rule (whether or the State of Delaware or any other jurisdiction).
- (b) If your head office or primary office as of the Effective Date was located in Canada, or if your head office or primary office is located outside of Canada and the United States then this Agreement is governed by, and construed in accordance with, the laws of the Province of Alberta, and the federal

laws of Canada applicable in the Province of Alberta, without giving effect to any choice or conflict of law provision, principle or rule (whether of the Province of Alberta or any other jurisdiction).

- (c) When the governing law is the State of Delaware, the parties consent to the exclusive jurisdiction and venue in the courts of Delaware, and when the governing law is Alberta law then the parties consent to the exclusive jurisdiction and venue in the courts of the Province of Alberta. Despite the foregoing, either party may seek injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order in any appropriate jurisdiction.
- (d) If either party commences litigation in connection with this Agreement then the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses.
- (e) To the fullest extent permitted by law, each party knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived.
- (f) The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

SCHEDULE A - DEFINITIONS

The following definitions have the meanings set out below:

The terms “**you**” and “**your**” and “**Partner**” mean the company or entity that has signed the Sylogist Reseller Partner Registration. The terms “**we**”, “**us**,” and “**our**” mean Sylogist.

“**Affiliate**” means any legal entity that controls, is controlled or is commonly controlled by or with a party. For the purposes of this definition, “control” means holding or controlling greater than 50% of the shares, interests or assets of a legal entity.

“**Agreement**” has the meaning set out on the Sylogist Reseller Partner Registration.

“**Claim**” means a claim, action, cause of action, complaint, lawsuit, judgement or suit.

“**Confidential Information**” has the meaning set out in Section 7.1.

“**Customer**” means anyone who acquires a Specified Product from you for their own use and not with the intent to sublicense, redistribute or use the Specified Product for commercial hosting.

“**Customization**” means a change, modification, enhancement, revision or alteration you make or have made to a Specified Product or to an extension to the Specified Product.

“**Effective Date**” means the date when the Partner signs the Sylogist Reseller Partner Registration.

“**Excluded License**” means a license that requires, as a condition of use, modification or distribution of the software subject to the excluded license, that such software or other software combined or provided with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivatives; or (c) redistributable at no charge.

“**Extension**” is an app that adds functionality, changes behavior, or gives the user access to new or third party services. Extensions use events placed systematically in the Specified Product’s base code. An event is the declaration of the occurrence or change in the application.

“Force Majeure Event” means an event beyond the reasonable control of a party or such party’s contractors, agents or suppliers, including transmission failures, failure of phone lines or phone equipment, power failure, strikes or other labor disturbances, acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters, epidemics or pandemics or public health restrictions.

“Loss” means loss, liability, damages, charge, cost, and expense, including reasonable attorney’s fees, expert witness fees, and court costs.

“Partner Program Guide” means the program guide for each Specified Product that is located on the Partner portal.

“Software Documentation” means any electronic and written documentation, aids and specifications we develop for a Specified Product and make available to you or your Customers for a Specified Product.

“Specified Product” means a Sylogist software application that we license to Customers, and which may include software that we acquire from third parties, as well as documentation, information, materials, including any applicable Upgrades, and external components developed by us, and further includes services, where the foregoing is authorized for resale pursuant to the Partner Program Guide.

“Sylogist” means Sylogist Ltd. and Sylogist Ltd.’s Affiliates.

“Sylogist Reseller Partner Registration” is the registration form executed by the Partner that permits the Partner to resell Specified Products, and that incorporates by reference the Partner Program Guide and these Reseller Partner Terms.

“Sylogist Software Agreement” means the software agreement between Customer and us that governs a Customer’s use of a Specified Product.

“Term” has the meaning set out in Section 8.1(a).

“Upgrade” means an upgrade, update, version, release or bug fix.