SOFTWARE AS A SERVICE AGREEMENT

PLEASE READ THIS SOFTWARE AS A SERVICE AGREEMENT BEFORE USING HELIOSOL'S SOFTWARE OR SERVICES. BY ACCESSING OR USING HELIOSOL'S SOFTWARE OR SERVICES OFFERING, YOU (the " Customer") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS SOFTWARE AS A SERVICE AGREEMENT. BY ACCEPTING THIS SOFTWARE AS A SERVICE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THESE TERMS, AND YOU CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS SOFTWARE AS A SERVICE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SOFTWARE AS A SERVICE AGREEMENT, DO NOT ACCESS OR USE THE SERVICES.

This Software as a Service Agreement ("**SaaS Agreement**") is entered into between the Customer and HelioSol Software Solutions Inc., a British Columbia corporation ("**HelioSol**"), with its principal place of business at 501 – 747 Fort Street, Victoria, BC V8W 3E9 Canada. HelioSol and the Customer agree that the following terms and conditions will apply to the services provided under this SaaS Agreement.

1.   INTERPRETATION

1.1   Definitions.

The Capitalized terms used herein shall have the meaning set forth in this SaaS Agreement and attached Schedules, including as follows:

"**Administrator User**" means the User designated by the Customer to serve as technical administrator of the SaaS Services on the Customer's behalf.

"**Affiliate**" includes a principal company or a subsidiary company of a party to this SaaS Agreement over which the principal company or that party can exercise management control.

"**Computer Unit**" includes any computer or electronic device capable of accessing any portion of the SaaS Services including, but not limited to, any desktop computer, laptop computer, tablet, or smartphone, but not including any peripherals directly attached to that computer or electronic device including a printer, keyboard, mouse, external hard drive, scanner, or monitor.

"**Confidential Information**" means all information, whether oral or written, furnished by the Discloser to the Recipient pertaining to the Discloser's business that is not generally known to the public or to other persons who are not bound by obligations of confidentiality, derives economic value, actual or potential, from not being generally known, or in respect of which the Discloser otherwise has a legitimate interest in maintaining secrecy, and including, without limitation, data files, current products, new product ideas, engineering drawings, concepts, inventions, patents, patent applications, know-how, designs, methodologies, techniques, formulations, compositions, compounds, processes, research, specifications, data, technical information, instructions, manuals, papers, financial information, marketing, manufacturing and commercial strategies, techniques and processes, programs, devices, unique combinations of separate items that individually may or may not be generally known, items for which the Discloser is under an obligation of confidentiality, and all analyses, compilations, data, studies, reports or other documents prepared or derived therefrom.

"**Content**" means any information which may be accessed as part of, or through the use of, the Software, including but is not limited to data files, written text, computer software, and images.

"**Conversion**" means using the Software to change the format of Customer Content photometric data files to another format of photometric data files.

"**Customer Content**" means all Content provided by the Customer to HelioSol for use in connection with

the SaaS Services.

"**Customer Personal Information**" means any Personal Information provided by, on behalf of, or related to, the Customer, any User, or any Customer Affiliate.

"**Discloser**" means a party disclosing Confidential Information under this SaaS Agreement.

"**Documentation**" means the user guides, online help, release notes, training materials and other documentation provided or made available by HelioSol to the Customer regarding the use or operation of the SaaS Services.

"**Effective Date**" means the earlier of: (a) completion of the Order document and Payment; or (b) the SaaS Services are first accessed online by the Customer.

"**Host**" means the computer equipment on which the Software and Content is installed, which is leased, owned, or operated by HelioSol, its Affiliates, or its subcontractors.

"**Identity Cube**" means a unique collection of identity data for a natural person that will be granted access to and/or managed by the SaaS Services for the purposes of providing single sign-on, managing passwords or certifying user access. Identity data may be physically or logically maintained in a single repository or in separate physical or logical repositories. Although Identity Cubes for user accounts that have been deactivated may remain in the identity management system, those inactive Identity Cubes will not be included in the number of licensed Users.

"**Order Document**" means the document(s), including the online document(s) completed by the Customer which is incorporated by reference into the terms of this SaaS Agreement and applicable Schedules, and describes the Customer's order-specific information, such as the Customer contact information, description of Software or SaaS Services ordered, fees, license scope, use, and/or restrictions. At any time after execution of the initial Order Document, the Customer may purchase additional Software licenses or SaaS Services or otherwise expand the scope of such license or SaaS Services granted under an Order Document.

"**Other Services**" means all technical and non-technical services performed or delivered by HelioSol outside this SaaS Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services. Other Services may be provided on a time and material basis at such times or during such periods as may be specified in a separate agreement and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.

"**Output Content**" means any Content that is generated, produced, delivered, or supplied as a direct result of using the SaaS services.

"**Payment**" means the Fees (as hereinafter defined) for the SaaS Services for the Subscription Term as set out in Schedule A, plus any applicable Taxes (as hereinafter defined) and Interest (as hereinafter defined).

"**Personal Information**" means information that relates to an identified individual or to an identifiable individual and as defined in the Privacy Policy.

"**Private Content**" means Customer Content that is stored on the Host and is not accessible by any third-party.

"**Public Content**" means Customer Content that is stored on the Host and is accessible to any person.

"**Recipient**" means a party receiving Confidential Information under this SaaS Agreement.

"**Release**" means a version of the Software that is designated by the numbering schema for **W.XYZ**, where: (a) W ("**W**") is the major release where input and output file formats have been revised, wherein the end user must run a conversion program to convert files; (b) X ("**X**") is the minor release that adds new features

and/or API changes that require application program changes by end user; (c) Y ("**Y**") is the minor release that adds optional new features, but which is otherwise compatible with previous release; and (d) Z ("**Z**") is the maintenance release that addresses program errors, but which is otherwise compatible with previous release.

"**Representative**" means any director, officer, employee, consultant, agent, lawyer, accountant or other professional advisor of either party.

"**SaaS Services**" means the Hosted, internet-accessible, on-demand service identified in Schedule A made available to the Customer on a term-use basis, include the Software, Documentation, Third-Party Content, and Support and Maintenance Services available to the Customer.

"**Software**" means the software to which the Customer is provided access as part of the SaaS Services as set out in Schedule A, including any Update.

"**Subscription Term**" means the period set out in Schedule A during which the Customer will have on-line access and use of the SaaS Services.

"**Support and Maintenance Services**" means the support and maintenance services provided by HelioSol to the Customer pursuant to this SaaS Agreement as set out in Schedule B.

"**Temporary Content**" means Customer Content that is accessed by the SaaS Services, but is not stored on the Host, is visible only to a User, and only available to a User for one active use session of the SaaS Services by that User.

"**Third-Party Content**" means all Content provided by, or created by, a third-party to this SaaS Agreement, including: (a) public domain Content; and (b) Content licensed by HelioSol; and made available through the Host publicly for use in connection with the SaaS Services.

"**Update**" means any Release X, Y, or Z for the Software including any Update made after the Effective Date.

"**User**" means a Customer employee Identity Cube.

1.2   <u>Writing</u>.

Any reference to written or writing includes any email or other typed electronic communication received by the intended recipient.

1.3   <u>Schedules</u>.

The Schedules to this SaaS Agreement incorporated and form part of this SaaS Agreement and include: (a) Schedule A Software and Price Schedule; (b) Schedule B Support and Maintenance Services; and (c) Schedule C Service Level Agreement.

1.4   <u>Order Document</u>.

The Order Document is incorporated and forms part of this SaaS Agreement. If there is a conflict or inconsistency between the Order Document and this SaaS Agreement, this SaaS Agreement shall have precedence.

1.5   <u>Terms of Use</u>.

The HelioSol Terms of Use (https://www.heliosolsoft.com/terms-of-use/) as amended from time to time (the "**Terms of Use**") are incorporated and form part of this SaaS Agreement. If there is a conflict or inconsistency between the Terms of Use and this SaaS Agreement, this SaaS Agreement shall have precedence.

1.6   Privacy Policy.

The HelioSol website Privacy Policy (https://www.heliosolsoft.com/privacy-policy/) as amended from time to time (the "**Privacy Policy**") are incorporated and form part of this SaaS Agreement. If there is a conflict or inconsistency between the Privacy Policy and this SaaS Agreement, this SaaS Agreement shall have precedence.

1.7   Headings.

The headings used in the SaaS Agreement are for convenience and reference only and shall not affect the construction or interpretation of this SaaS Agreement.

1.8   Gender, Plural and Singular.

In this SaaS Agreement, the masculine includes the feminine and the neuter genders, and the plural includes the singular and vice versa, and modifications to the provisions of this SaaS Agreement may be made accordingly as the context requires.

2.   SAAS SERVICES

2.1   Grant.

During the Subscription Term, the Customer will receive a nonexclusive, non-assignable, worldwide right to access and use the SaaS Services subject to the terms of this SaaS Agreement, limited to the number of Users set out in Schedule A. A minimum of one (1) User shall be an Administrator User.

2.2   Software Not Delivered.

The Customer acknowledges that this SaaS Agreement is a services agreement and HelioSol will not be delivering copies of any Software, Documentation, or any Content to the Customer as part of the SaaS Services.

3.   CONTENT

3.1   Responsibility.

The Customer understands that all Content which the Customer may have access to as part of, or through the Customer's use of, the SaaS Services are the sole responsibility of the person from which such content originated, and that HelioSol has no responsibility to the Customer or any third-party for any Content accessed as part of the SaaS Services, including accuracy of that Content or any potential infringement.

3.2   Ownership of Third-Party Content.

Third-Party Content presented through the SaaS Services may be protected by intellectual property rights which are owned by the Third-Party Content owners. HelioSol takes commercially reasonable efforts to ensure that Third-Party Content made available through the SaaS Services may be used by the Customer in the context of the SaaS Services. However, the Customer may not modify, rent, lease, loan, sell, download, or distribute the Third-Party Content, or create derivative works based on the Third-Party Content (either in whole or in part), unless the Customer has been specifically told that the Customer may do so by the owners of that Third-Party Content in a separate agreement.

3.3   Available Third-Party Content.

HelioSol does not represent or warrant that any Third-Party Content is available for the Customer to access as part of the SaaS Services. HelioSol further does not represent or warrant that any Third-Party Content that is available for Customer to access as part of the SaaS Services will remain available throughout the Subscription Term.

3.4   Customer Content.

The Customer is solely responsible for collecting, inputting, and updating all Customer Content used by the SaaS Services, including Customer Content stored on the Host, and for ensuring that Customer Content does not: (a) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third-party; or (b) contain anything that is obscene, defamatory, harassing, offensive, malicious, or illegal.

3.5   License of Customer Content and Output Content.

Notwithstanding the terms and conditions of this SaaS Agreement, the Customer shall grant to HelioSol and its Affiliates a limited, non-exclusive, and non-transferable license to copy, store, configure, perform, display and transmit Customer Content solely: (a) as necessary to provide the SaaS Services to the Customer; (b) to develop, improve the performance of, and security of, its products and services; and (c) to comply with applicable laws.

3.6   Ownership and Restrictions.

The Customer retains ownership and intellectual property rights in and to its Customer Content. For greater clarity, Private Content, Temporary Content, and Output Content is Confidential Information subject to Section 12 "Confidential Information" of this SaaS Agreement.

3.7   Customer Responsible.

The Customer agrees that the Customer is solely responsible for, and that HelioSol has no responsibility to the Customer for, any Content while the Customer is using the SaaS Services, and for the consequences of the Customer's actions, including any loss or damage which the Customer may suffer by doing so.

4.   RESTRICTIONS

The Customer shall not, and shall not permit anyone to: (a) copy or republish the SaaS Services; (b) make the SaaS Services available to any person other than Users; (c) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties; (d) modify or create derivative works based upon the SaaS Services; (e) remove, modify or obscure any copyright, trademark or other proprietary notices contained in any SaaS Services including any software used to provide the SaaS Services, in the Software, or in the Documentation; (f) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law; (g) access the SaaS Services or use the Documentation in order to build a similar product or competitive product; or (h) use or access the SaaS Services on a greater number of Computer Units than allowed pursuant to Schedule A of this SaaS Agreement.

Subject to the limited license granted herein, HelioSol, its Affiliates, suppliers, and licensors shall own all right, title, and interest in and to the SaaS Services, Software, Documentation, Releases, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, derivative works and feedback related thereto and intellectual property rights therein. The Customer agrees to assign all right, title, and interest it may have in the foregoing to HelioSol.

5.   CUSTOMER RESPONSIBILITIES

5.1   Assistance.

The Customer agrees to provide commercially reasonable information and assistance to HelioSol to enable HelioSol to deliver the SaaS Services. The Customer shall deliver Customer Content to HelioSol in an electronic file format specified and accessible by HelioSol. The Customer acknowledges that HelioSol's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement shall depend upon the

accuracy, completeness, and format of such Customer Content. HelioSol shall not be liable for any loss of data or functionality caused directly or indirectly by failure of the Customer to provide Customer Content in an electronic file format specified and accessible by HelioSol.

5.2   Compliance with Laws.

The Customer shall comply with all applicable local, provincial, federal and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or Personal Information. The Customer acknowledges that HelioSol exercises no control over the content of the information transmitted by the Customer or the Users through the SaaS Services. The Customer shall not upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

5.3   Unauthorized Use; False Information.

The Customer shall: (a) notify HelioSol immediately of any unauthorized use of any password or user id or any other known or suspected breach of security; (b) report to HelioSol immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by the Customer or any User; and (c) not provide false identity information to gain access to or use the SaaS Services.

5.4   Customer Access.

The Customer shall be solely responsible for the acts and omissions of its Users. HelioSol shall not be liable for any loss of data or functionality caused directly or indirectly by the Users.

5.5   Ownership and Restrictions.

HelioSol, its Affiliates, and its licensors retain all ownership and intellectual property rights to the SaaS Services, including but not limited to the Software, the Documentation, and any Content that is not Customer Content. The Customer's right to use any third-party technology or Third-Party Content in conjunction with the SaaS Services is governed by the terms of this SaaS Agreement and any third-party technology license agreement.

5.6   Suggestions.

HelioSol and its Affiliates shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or any user, relating to the operation of the SaaS Services.

6.   PAYMENT

6.1   Invoicing and Payment.

Except as expressly provided otherwise in writing, the Customer shall pay the fees as set out in Schedule A (the "**Fees**") plus any applicable Interest and Taxes. All fees in Schedule A are stated in United States Dollars (USD), and exclude Interest and Taxes. All Payments must be paid by the Customer to HelioSol in United States Dollars (USD). Except as expressly provided otherwise in writing, all Payments are non-refundable, either in part or in whole. Payment shall be made in any manner reasonably directed by HelioSol from time to time, including, without limitation, through an online payment service provider selected by HelioSol.

6.2   Interest.

If any Payment or any portion of any Payment is overdue, the Customer shall pay HelioSol, in addition to the overdue amount, interest on such overdue amount from the date it was due until Payment is received by

HelioSol at the rate of two percent (2%) per month or twenty four percent (24%) per annum, calculated daily, or the maximum rate permitted by governing law, whichever is less (the "**Interest**").

6.3   Taxes.

In addition to the fees and any Interest, the Customer will pay and be responsible for all sales tax, value-added tax (VAT), excise tax, goods and services tax (GST), harmonized sales tax (HST), or other taxes or duties payable in respect of this SaaS Agreement (the "**Taxes**"). HelioSol will take commercially reasonable efforts to include such taxes as a separate line item on each invoice. Failure to include such taxes in the invoice shall not relieve the Customer of the liability for such taxes, and HelioSol reserves the right to invoice separately for any taxes not remitted by the Customer and payable by HelioSol.

7.   TERM AND TERMINATION

7.1   Term of SaaS Agreement.

The term of this SaaS Agreement shall begin on the Effective Date and shall expire immediately after the Subscription Term unless terminated earlier by either party as outlined in this Section.

7.2   Termination.

This SaaS Agreement may be terminated by either party at any time in the event that: (a) the other party is notified in writing that it is in material breach of the terms or conditions of this Agreement; and (b) such other party fails to remedy such breach within thirty (30) days following such notice, or three (3) days following such notice if the breach is a failure by the Customer to pay make any Payment pursuant to this SaaS Agreement. HelioSol may, at its sole discretion, terminate this SaaS Agreement immediately for any material breach of Section 4 "Restrictions" or Section 13.3 "Personal Information".

7.3   Suspension for Non-Payment.

HelioSol reserves the right to suspend delivery of the SaaS Services if the Customer fails to make any payment due to HelioSol under this SaaS Agreement (including, but not limited to, the Payment or part thereof). In the extraordinary case that HelioSol must suspend delivery of the SaaS Services, HelioSol shall immediately notify the Customer of the suspension. Suspension of the SaaS Services shall not release the Customer of its payment obligations under this SaaS Agreement. The Customer agrees that HelioSol shall not be liable to the Customer or to any third-party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from the Customer's nonpayment.

7.4   Suspension for Ongoing Harm.

HelioSol reserves the right to suspend delivery of the SaaS Services if HelioSol reasonably concludes that the Customer or a User's use of the SaaS Services is causing immediate and ongoing harm to HelioSol or others, including but not limited to any potential unintentional breach of Section 4 "Restrictions" or Section 13.3 "Personal Information". In the extraordinary case that HelioSol must suspend delivery of the SaaS Services, HelioSol shall use commercially reasonable means to notify the Customer of the suspension and the parties shall diligently attempt to resolve the issue. HelioSol shall not be liable to the Customer or to any third-party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 7.4 "Suspension for Ongoing Harm". Nothing in this Section 7.4 "Suspension for Ongoing Harm" will limit HelioSol's rights under Section 7.5 "Effect of Termination" below.

7.5   Effect of Expiration Termination.

Upon termination of this SaaS Agreement, including pursuant to this Section 7 "Term and Termination" ("**Termination**"), or expiration of the Subscription Term unless renewed ("**Expiration**"), HelioSol shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement

shall terminate. If HelioSol terminates this SaaS Agreement due to a breach by the Customer, then the Customer shall immediately pay to HelioSol all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination.

7.6   Confidential Information at Termination.

Upon Termination and upon subsequent written request by the Discloser, the Recipient shall immediately destroy all Confidential Information, including removal of all Customer Content from the Host, and provide written certification of such destruction as set out in Section 12 "Confidentiality", provided that the Recipient may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

7.7   Confidential Information at Expiration.

Upon Expiration and upon subsequent written request by the Discloser, the Recipient shall immediately destroy all Confidential Information, including removal of all Customer Content from the Host, and provide written certification of such destruction as set out in Section 12 "Confidentiality", provided that the Recipient may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

7.8   Public Content Information at Expiration or Termination.

Upon Expiration or Termination, HelioSol may, at its sole discretion and at any time after Expiration or Termination, remove of the Public Content (either in whole or in part) from the Host. Upon Expiration, and upon subsequent written request by the Customer, HelioSol shall immediately destroy such Public Content including removal of all Public Content from the Host.

8.   SERVICE LEVEL AGREEMENT

The Service Level Agreement ("**SLA**") for the SaaS Services is set forth in Schedule C. The SLA sets forth the Customer's sole remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

9.   WARRANTIES

9.1   Warranty.

HelioSol represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. For any beach of a warranty, the Customer's exclusive remedy shall be as provided in Section 7 "Term and Termination".

9.2   Warranty Limitations.

HELIOSOL DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT HELIOSOL WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT HELIOSOL DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION 9 SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY HELIOSOL (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS SAAS AGREEMENT. NEITHER HELIOSOL NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL HELIOSOL OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR

DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS. HELIOSOL DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. HELIOSOL IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE. HELIOSOL DOES NOT WARRANT THAT THE SOFTWARE OR ANY PART THEREOF WILL MEET CUSTOMER'S REQUIREMENTS

10. LIMITATIONS OF LIABILITY

NEITHER HELIOSOL NOR ANY AFFILIATE, LICENSOR, OR OTHER SUPPLIER OF HELIOSOL SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR HELIOSOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HELIOSOL'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE ONE (1) YEAR PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Section 4 "Restrictions", Section 11 "Indemnification", or Section 12 "Confidentiality".

11. INDEMNIFICATION

11.1 <u>Indemnification by HelioSol</u>.

If a third-party makes a claim against the Customer that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that HelioSol's negligence or willful misconduct has caused bodily injury or death, HelioSol shall defend the Customer and its directors, officers and employees against the claim at HelioSol's expense and HelioSol shall pay all losses, damages and expenses (including reasonable legal fees) finally awarded against such parties or agreed to in a written settlement agreement signed by HelioSol, to the extent arising from the claim. HelioSol shall have no liability for any claim based on: (a) Customer Content; (b) Third-Party Content (c) modification of the SaaS Services not authorized by HelioSol; or (d) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. HelioSol may, at its sole option and expense, procure for the Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to the Customer any amount paid by the Customer with respect to the Subscription Term following the termination date.

11.2 <u>Indemnification by Customer</u>.

If a third-party makes a claim against HelioSol that any Customer Content or any Third-Party Content provided by the Customer infringes any patent, copyright or trademark, or misappropriates any trade secret, the Customer shall defend HelioSol and Affiliates, and their respective directors, officers, and employees against the claim at the Customer's expense and the Customer shall pay all losses, damages and expenses (including reasonable legal fees) finally awarded against such parties or agreed to in a written settlement agreement signed by the Customer, to the extent arising from the claim.

11.3 <u>Conditions for Indemnification</u>.

A party seeking indemnification under this section shall: (a) promptly notify the indemnifying party of the claim; (b) give the indemnifying party sole control of the defense and settlement of the claim; and (c) provide, at the indemnifying party's expense for reasonable out-of-pocket expenses, the assistance,

information and authority reasonably requested by the indemnifying party in the defense and settlement of the claim.

12. CONFIDENTIALITY

12.1   Application of Confidentiality.

Notwithstanding any other confidentiality agreement that may exist between HelioSol and the Customer, the provisions of this Section 12 "Confidentiality" of this SaaS Agreement apply solely to the subject matter this SaaS Agreement.

12.2   Obligation of Confidentiality.

The Recipient will use commercially reasonable efforts to keep all Confidential Information in confidence and will not, without the Discloser's prior written consent, disclose any Confidential Information or recollections thereof to any third-party, except to the Recipient's Representatives who are under an obligation of confidentiality on terms substantially similar to the terms of this SaaS Agreement, who have been informed of the confidential nature of the Confidential Information and who require the Confidential Information in the performance of their duties.

12.3   Use of Confidential Information.

The Recipient will not use, copy, duplicate, reproduce, translate or adapt, either directly or indirectly, any of Discloser's Confidential Information for any purpose other than pursuant to this SaaS Agreement without the Discloser's prior written consent. All copies, duplicates, reproductions, translations or adaptations of Discloser's Confidential Information shall be clearly labelled as confidential.

12.4   Taking Precautions.

The Recipient covenants and agrees that it shall use commercially reasonable efforts to prevent material in its possession or control that contains or refers to Discloser's Confidential Information from being discovered, used, or copied by third parties and that it shall use commercially reasonable methods to protect and safeguard the Discloser's Confidential Information from all loss, theft or destruction.

12.5   Ownership of Confidential Information.

The Recipient acknowledges and agrees that all right, title, and interest in and to the Discloser's Confidential Information shall be retained by the Discloser.

12.6   Exceptions.

Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

13. GENERAL PROVISIONS

13.1   Non-Exclusive Service.

The Customer acknowledges that SaaS Services is provided on a non-exclusive basis. Nothing shall be

deemed to prevent or restrict HelioSol's ability to provide the SaaS Services or other technology, including any features or functionality first developed for the Customer, to other parties.

13.2   Commercial Policy Regarding International Transactions.

The Customer agrees that it will not, in connection with this Agreement or its performance hereunder, directly or indirectly offer, pay, promise to pay or authorize the payment of any money or other consideration to any government official or to any person, while knowing or having reason to know that all or a portion of such money or other consideration will be offered, given, or promised, directly or indirectly, to a government official for the purpose of: (a) influencing any act or decision of such government official, including a decision to fail to perform his or her official functions; or (b) inducing such government official to use his or her influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, to assist the Customer in obtaining or retaining business or directing business, to any other individual or entity. The term "government official" means any officer or employee of any government or any department, agency, instrumentality or wholly-owned corporation thereof, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality or wholly-owned corporation thereof, or any candidate for political office. The Customer shall notify HelioSol immediately of any extortive solicitation, demand, or other request for anything of value, by or on behalf of any government official or employee of any government and directed to the Customer related to the SaaS Services.

13.3   Personal Information.

The Customer hereby acknowledges and agrees that HelioSol's performance of this SaaS Agreement may require HelioSol or its Affiliates to process, transmit and/or store Customer Personal Information. By submitting Customer Personal Information to HelioSol, the Customer agrees that HelioSol and its Affiliates may process, transmit and/or store Customer Personal Information to the extent necessary for, and for the purpose of, enabling HelioSol to perform its obligations under this SaaS Agreement.

In relation to all Customer Personal Information provided by or through the Customer or User to HelioSol or its Affiliates, the Customer shall be solely responsible for complying with all applicable data protection or similar laws, and laws that regulate the processing of Personal Information and special categories of data as such terms are defined in those laws. The Customer agrees to obtain all necessary consents and make all necessary disclosures before providing any Customer Personal Information to HelioSol or its Affiliates. The Customer is solely responsible for any Personal Information that may be contained in Customer Content, including any Personal Information that may be made public and shared with third parties through the SaaS Services or through this SaaS Agreement. The Customer agrees to obtain all necessary consents and make all necessary disclosures before providing any Personal Information in any Customer Content. The Customer is solely responsible for determining the purposes and means of processing Customer Personal Information by HelioSol and its Affiliates under this SaaS Agreement, including ensuring HelioSol is not in breach of applicable data protection laws through the Customer or User access to, and use of, the SaaS Services. Prior to processing, the Customer will inform HelioSol about any special categories of data contained within the Customer Personal Information and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions.

Notwithstanding the foregoing, HelioSol may, at its sole discretion, refuse to collect any Person Information it reasonable believes may breach applicable data protection laws.

13.4   HelioSol Personal Information Obligations.

In performing the SaaS Services, HelioSol will comply with the Privacy Policy. The Privacy Policy is subject to change at HelioSol's discretion or as required by law. HelioSol reserves the right to provide the SaaS Services from Host locations, and/or through use of subcontractors, worldwide. The Customer shall

have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and retains ownership of all of the Customer Personal Information.

13.5   Assignment.

Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not berelieved of any obligation under this SaaS Agreement.

13.6   Notices.

Except as otherwise permitted in this SaaS Agreement, any notice other communication required or permitted to be given or served pursuant to this SaaS Agreement shall be in writing and shall be well and sufficiently given: (a) if personally delivered; (b) by registered mail; (c) by email, where receipt of the email and attachments, if any, are confirmed by the recipient; or (d) upon receipt after being sent by commercial carrier service with tracking capabilities. All notices shall be sent to HelioSol at the address set forth in the Terms of Use, and to the Customer at the address set forth in the Order document, or at such other address or email address as the parties may from time to time be informed in writing.

13.7   Force Majeure.

Except for the Customer obligation to pay HelioSol, neither party shall be liable for any failure to perform due to causes beyond its reasonable control, and without its fault or negligence, including without limitation, earthquakes, floods, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures. Any deadline or time within which a party must perform under this SaaS Agreement shall automatically be extended upon the occurrence of any such cause for a period equal to the time lost because of such event, but not for more than ninety (90) days. If such cause continues for more than ninety (90) days, then the party not otherwise in breach of contract as a result of the cause, or either party if both are otherwise in breach of contract as a result of the cause, may terminate this SaaS Agreement upon written notice to the other.

13.8   Waiver.

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

13.9   Severability.

If any one or more provisions of this SaaS Agreement is invalid, illegal, or found to be unenforceable by a court of competent jurisdiction for any reason whatsoever, the unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this SaaS Agreement, and the unenforceable, illegal, or invalid provision or provisions shall be severable from the remainder of this SaaS Agreement. Where such severance alters the basic structure of this SaaS Agreement, the parties shall renegotiate this SaaS Agreement in good faith.

13.10   Entire SaaS Agreement.

This SaaS Agreement contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties concerning the subject matter of this SaaS Agreement. This SaaS

Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought.

13.11   Survival.

Expiration or termination of this SaaS Agreement through any means and for any reason shall not relieve the parties of any obligation accruing prior thereto, including, but not limited to, the obligations under Section 4 "Restrictions". Notwithstanding the expiration or earlier termination of this SaaS Agreement Sections 3 "Content", Section 4 "Restrictions", Section 6 "Payment", Section 7 "Term and Termination", Section 8 "Service Level Agreement", Section 9 "Warranties", Section 10 "Limitations of Liability", Section 11 "Indemnification", Section 12 "Confidentiality", and Section 13 "General Provisions" of this SaaS Agreement, and any other provisions which by their nature and purpose should be reasonably deemed to survive, shall survive the expiration or termination of this SaaS Agreement and shall be without prejudice to the rights and remedies of either party with respect to the antecedent breach of any of the provisions of this SaaS Agreement.

13.12   Publicity.

Subject to the Privacy Policy, HelioSol and the Customer, individually or jointly, may make a public announcement concerning the relationship established under this SaaS Agreement, on or after the Effective Date or at such time as the parties may mutually agree. The Customer grants HelioSol a limited non-exclusive worldwide license to include the Customer's name, trademark, trade name, service mark or other proprietary mark identifying the Customer in HelioSol's public customer lists, including but not limited to its website and social media, for the Subscription Term, solely for the purpose of identifying the relationship established under this SaaS Agreement. Nothing in this Agreement shall be construed to grant HelioSol or its Affiliates any right, title, or interest in the names, trademarks, trade names, service marks or other proprietary marks of the Customer beyond the limited license granted in this SaaS Agreement.

13.13   Export Regulations.

Export laws and regulations apply to the SaaS Services. The Customer agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this SaaS Agreement, and the Customer agrees to comply with all Canadian and local export laws and regulations. The Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

13.14   No Third-Party Beneficiaries.

This SaaS Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.

13.15   Relationship of Parties.

It is not the intent of the parties hereto to form any partnership or joint venture. Each party shall, in relation to its obligations hereunder, be deemed to be and shall be an independent contractor, and nothing in this SaaS Agreement shall be construed to give such party the power or authority to act as agent for the other party for any purpose, or to bind or commit the other party in any way whatsoever.

13.16   Statistical Information.

HelioSol may anonymously compile statistical information related to the performance of the SaaS Services for purposes of improving the SaaS Services, provided that such information does not identify the Customer's data, include the Customer's name, or disclose the Customer's Confidential Information.

13.17   Governing Law.

This SaaS Agreement shall be governed by the laws of the Province of British Columbia, Canada excluding its conflict of law principles and the parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia, Canada. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.18   Dispute Resolution.

The Customer's satisfaction is an important objective to HelioSol in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

13.19   Injunctive Relief.

Notwithstanding Section 13.17 of this SaaS Agreement, the parties agree that the HelioSol may be irreparably damaged if Section 4 of this SaaS Agreement is not performed in accordance with its terms. Accordingly, notwithstanding section 13.17 of this SaaS Agreement, HelioSol will be entitled to apply for an injunction or injunctions to prevent any breaches or continuing breaches of Section 4 of this SaaS Agreement, without showing or proving any actual or threatened damage, notwithstanding any rule of law or equity to the contrary, and may specifically enforce such provisions by an action instituted in a court having jurisdiction. These specific remedies are in addition to any other remedy to which the HelioSol may be entitled at law or in equity.

13.20   Time of the Essence.

Time is of the essence of this SaaS Agreement.

*** End of Page ***

SCHEDULE A

Software and Price Schedule

1. INTERPRETATION

1.1 <u>SaaS Agreement</u>.

The interpretation of the attached SaaS Agreement, including all definitions therein and Section 1 "Interpretation", are incorporated into this Schedule. In addition, capitalized terms shall have the meaning set forth in this Schedule. If there is a conflict or inconsistency between the Interpretation in the attached SaaS Agreement and this Schedule, this Schedule shall have precedence.

1.2 <u>Definitions</u>.

"**Software**" means the Hosted, internet-accessible, on-demand CERISEDOCS photometric data file converter, viewer, and user interface.

"**SaaS Services**" includes the Software, Documentation, Third Party Content (if any), and Support and Maintenance Services, and excludes all Other Services.

2. SAAS SERVICES

2.1 <u>SaaS Services Users</u>.

The Customer may obtain a license from HelioSol as a "**Multi User**" or a "**Single User**" for online use or access of the SaaS Services pursuant to this SaaS Agreement, limiting the number and type of User, in combination with the number of Computer Units, as set out in Section 2.2.1 "Multi User" and Section 2.2.2 "Single User". The Customer may purchase a combination of one or more Multi User or Single User online use or access of the SaaS Services to meet their User and Computer Unit needs.

2.2.1 <u>Multi User</u>.

A Multi User is limited to online use or access of the SaaS Services as a combination of:

      (a)   up to five (5) Users; and

      (b)   up to a maximum of up to five (5) Computer Units.

2.2.2 <u>Single Users</u>.

A Single User is limited to online use or access of the SaaS Services as a combination of:

      (a)   one (1) User; and

      (b)   only one (1) Computer Unit.

2.2 <u>Subscription Term</u>.

The Subscription Term begins upon the Effective Date, and ends as follows:

      (a)   an "**Annual Subscription**" Expiration shall be one year after the Effective Date unless earlier Termination pursuant to this SaaS Agreement. Any Annual Subscription made on the 29th day of February in a given year shall terminate on the 28th of February of the subsequent year.

      (b)   a "**Monthly Subscription**" Expiration shall be one calendar month after the Effective Date unless earlier Termination pursuant to this SaaS Agreement.

2.3   Payment.

Customer shall pay the Payment in advance, on or before the Effective Date. The fees for the SaaS Services for the Subscription Term are:

(a)   For a Multi User Annual Subscription the fee shall be $500.00 USD, plus any applicable taxes, less any applicable discount set out on the Order Document.

(b)   For a Multi User Monthly Subscription the fee shall be $100.00 USD, plus any applicable taxes, less any applicable discount set out on the Order Document.

(c)   For a Single User Annual Subscription, the fee shall be $250.00 USD, plus any applicable taxes, less any applicable discount set out on the Order Document.

(d)   For a Single User Monthly Subscription, the fee shall be $50.00 USD, plus any applicable taxes, less any applicable discount set out on the Order Document.

No price adjustment shall be made for any calendar month less than 31 days, or any year greater than 365 days.

2.4   Included SaaS Services.

Payment includes access and usage of the SaaS Services during the Subscription Term for the defined number of Users including Converting Customer Content and Hosting Customer Content as set out in Sections 2.5.1 and 2.5.2.

2.5.1   Convert Customer Content.

Converting Customer Content is limited as follows:

(a)   For a Multi User Annual Subscription the Customer may Convert Customer Content up to a maximum of 6,000 photometric data files per year.

(b)   For a Multi User Monthly Subscription the Customer may Convert Customer Content up to a maximum of 500 photometric data files per month.

(c)   For a Single User Annual Subscription, the Customer may Convert Customer Content up to a maximum of 1,200 photometric data files per year.

(d)   For a Multi User Monthly Subscription the Customer may Convert Customer Content up to a maximum of 100 photometric data files per month.

2.5.2   Host Customer Content.

Hosting Customer Content is limited as follows:

(a)   For a Multi User Annual Subscription the Hosted Customer Content shall be a maximum of 12,000 electronic files per year.

(a)   For a Multi User Monthly Subscription the Hosted Customer Content shall be a maximum of 12,000 electronic files per month.

(a)   For a Single User Annual Subscription, the Hosted Customer Content shall be a maximum of 2,400 photometric data files per year.

(b)   For a Single User Monthly Subscription, the Hosted Customer Content shall be a maximum of 2,400 photometric data files per month.

2.5   Summary of SaaS Services.

User	Subscription	Price (USD)	per	Maximum Number of Users	Maximum Number of Computer Units	Photometric Data Files (Customer Content)					
						Maximum Number of Conversions	per	Maximum Number of Hosted Files	per	Number of Content Views	Number of File validations
Multi User	Annual	$ 500.00	year	5	5	6,000	year	12,000	year	Unlimited	Unlimited
Multi User	Monthly	$ 100.00	month	5	5	500	month	12,000	month	Unlimited	Unlimited
Single User	Annual	$ 250.00	year	1	1	1,200	year	2,400	year	Unlimited	Unlimited
Single User	Monthly	$ 50.00	month	1	1	100	month	2,400	month	Unlimited	Unlimited

2.6   Additional Users.

If at any time during the Subscription Term the Customer exceeds the number of Users paid for and allowed online use or access of the SaaS Services pursuant to this Schedule A, the Customer agrees to purchase additional Multi User or Single User licenses such that the number of Users does not exceed the allowed number of Users.

If the Customer requests in writing to HelioSol, prior to Expiration or earlier Termination of the SaaS Agreement, additional User access may be purchased for the Payment in Section 2.4 of this Schedule A prorated for the remaining Subscription Term of this SaaS Agreement.

2.7   Additional Computer Units.

If at any time during the Subscription Term the Customer exceeds the number of Computer Units paid for and allowed pursuant to this Schedule A, the Customer agrees to purchase of additional Multi User or Single User licenses such that the number of Computer Units does not exceed the allowed number of Computer Units.

If the Customer requests in writing to HelioSol, prior to Expiration or earlier Termination of the SaaS Agreement, additional Computer Unit access may be purchased for the Payment in Section 2.4 of this Schedule A prorated for the remaining Subscription Term of this SaaS Agreement.

2.8   Additional Conversions.

If at any time during the Subscription Term the Customer exceeds the number of Conversions paid for and allowed pursuant to this Schedule A, the Customer agrees to purchase of additional Multi User or Single User licenses such that the number of Conversions does not exceed the allowed number of Conversions.

2.9   Additional Hosted Customer Content.

If at any time during the Subscription Term the Customer exceeds the number of Hosted Customer Content photometric data files paid for and allowed pursuant to this Schedule A, the Customer agrees to purchase of additional Multi User or Single User licenses such that the number of Hosted Customer Content photometric data files does not exceed the allowed number of Hosted Customer Content photometric data files.

If the Customer requests in writing to HelioSol, prior to Expiration or earlier Termination of the SaaS Agreement, additional Hosted Customer Content photometric data files may be purchased for the Payment in Section 2.4 of this Schedule A prorated for the remaining Subscription Term of this SaaS Agreement.

2.10   Invoicing.

HelioSol shall use commercially reasonable efforts to issue an invoice in accordance with the SaaS Agreement to the email or address set out in the Order Document (such medium at the sole discretion of HelioSol) no later than 7 days after Payment. If the Customer does not receive the invoice within 30 days,

the Customer may request in writing a second invoice, including the medium by which that invoice is to be sent. Any additional invoices sent to the Customer shall be at the Customer's expense.

End of Schedule A

SCHEDULE B

Support and Maintenance Services

1.   **INTERPRETATION**

1.1   SaaS Agreement Interpretation.

The interpretation of the attached SaaS Agreement, including all definitions therein and Section 1 "Interpretation", are incorporated into this Schedule. In addition, capitalized terms shall have the meaning set forth in this Schedule. If there is a conflict or inconsistency between the Interpretation in the attached SaaS Agreement and this Schedule, this Schedule shall have precedence.

1.2   SaaS Agreement Interpretation.

"**Business Days**" means Monday, Tuesday, Thursday, and Friday, except federal and provincial holidays in British Columbia, Canada.

"**Business Hours**" means 0900-1600 Pacific Time.

"**Customer Support**" means HelioSol technical support personnel (including its subcontractors) who are tasked with Responding to Problems.

"**Fault**" means a flaw in the Software wherein the Software does not perform substantially in accordance with the Documentation.

"**Fix**" means the repair or replacement of Software component to remedy a Fault.

"**Problem**" means a problem encountered by a User while accessing the Software.

"**Respond**" means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.

"**Software**" has the meaning in Schedule A of this SaaS Agreement.

"**Workaround**" means a change in the procedures followed or Content supplied by the Customer to avoid the Problem.

2.   **SUPPORT AND MAINTENANCE SERVICES**

2.1   Support and Maintenance Available.

Support and Maintenance Services are included in the SaaS Service and entitle the Customer and its Users to the following: (a) email or telephone support (such medium at the sole discretion of HelioSol) in order to help the Customer locate and correct Problems with the Software; (b) Fixes; and (c) all Updates and other changes that HelioSol, at its sole discretion, makes or adds to the Software and which HelioSol furnishes, without charge, to all other Subscribers of the SaaS Service.

2.2   HelioSol Obligations.

HelioSol's obligation to provide Support and Maintenance Services is conditional upon the following: (a) the Customer makes reasonable efforts to solve the Problem after consulting with HelioSol; (b) the Customer provides HelioSol with sufficient information and resources to correct the Problem either at HelioSol's offices or via remote access to the Customer's site, as well as access to the personnel, hardware, and any additional software involved in discovering the problem; (c) the Customer promptly installs all Updates; and (d) the Customer procures, installs and maintains all equipment necessary to operate the Software.

2.3   Limitation to Support and Maintenance Services Obligations.

These Support and Maintenance Services apply only to the SaaS Services. These Support and Maintenance Services do not extend to the operation of third-party software, and HelioSol will not provide the Customer with generic consultation, assistance, or advice regarding any third-party material, including but not limited to any third-party software, Third-Party Content, or any Other Services. HelioSol has no support obligations for discontinued versions or features.

2.4   Feedback and Repairs.

The Customer shall use all reasonable efforts to provide to HelioSol information reasonably necessary (including, where appropriate, reproducible test cases and other diagnostic information) to diagnose and resolve any verifiable Problem or Fault as the Customer may report to Customer Support.

3.   ACCESSING SUPPORT

Customer Support offers several ways to resolve any technical difficulties. Online help is available in the Software, which can be accessed by clicking the appropriate tab when logged into the Software. This will allow 24/7 self-help through access to the Documentation, including any technical articles, and FAQs.

In addition to online help in the Software Customer Support may be reached by email at helpdesk@cerisesupport.com, or leaving a message on the Customer Support phone at +1 778 430 7779. Customer Support will typically receive emails and messages on Business Days during Business Hours.

All Customer Support requests must include the relevant Software subject to the problem, a brief description of the problem, and the appropriate Customer contact person with respect to this problem.

4.   RESPONSE AND RESOLUTION GOALS

Problem Severity	Response Goals	Resolution Goals
Level 1. The Problem is creating a significant impact to the Customer's business function preventing that function from being executed.	HelioSol will use commercially reasonable efforts to Respond within 1 Business Day during Business Hours.	Upon confirmation of receipt, Customer Support begins continuous work on the Problem. The Customer must have a resource available at all times to assist with problem determination. Customer Support will use commercially reasonable efforts to create a Workaround or Fix once the Problem is reproducible or once Customer Support have identified a Fault (if any). HelioSol may incorporate any Fix in a future Update.
Level 2. The Problem is creating a moderate impact to the Customer's business function. There is no Workaround currently available or the Workaround is cumbersome to use.	HelioSol will use commercially reasonable efforts to Respond within 2 Business Days during Business Hours.	Customer Support will use commercially reasonable efforts to create a Workaround or Fix once the Problem is reproducible or once Customer Support have identified a Fault (if any). HelioSol may incorporate any Fix in a future Update.
Level 3. The Problem is not critical: no data has been lost, and the system has not failed. The Problem has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.	HelioSol will use commercially reasonable efforts to Respond within 7 Business Days during Business Hours.	Customer Support will use commercially reasonable efforts to create a Workaround or Fix once the Problem is reproducible or once Customer Support have identified a Fault (if any). HelioSol may incorporate any Fix in a future Update.
Level 4. Non-critical issues, general questions, enhancement requests.	HelioSol will use commercially reasonable efforts to Respond within 14 Business Days during Business Hours.	Resolution of the Problem may appear in a future Update.

End of Schedule B

SCHEDULE C

Service Level Agreement

1. INTERPRETATION

1.1   SaaS Agreement Interpretation.

The interpretation of the attached SaaS Agreement, including all definitions therein and Section 1 "Interpretation", are incorporated into this Schedule. In addition, capitalized terms shall have the meaning set forth in this Schedule. If there is a conflict or inconsistency between the Interpretation in the attached SaaS Agreement and this Schedule, this Schedule shall have precedence.

1.2   Definitions.

"**System Availability**" means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from: (a) scheduled maintenance; (b) events of Force Majeure in the SaaS Agreement; (c) malicious attacks on the system; (d) issues associated with the Customer's computing devices, local area networks or internet service provider connections; or (e) inability to deliver services because of acts or omissions of the Customer or any User.

2. Service Level Agreement

2.1   Minimum Availability.

The SaaS Services will achieve System Availability of at least 90% during the Subscription Term.

2.2   System Availability.

HelioSol reserves the right to take the SaaS Services offline for scheduled maintenance for which the Customer has been provided notice and HelioSol reserves the right to change its maintenance window upon prior notice to the Customer. Heliosol will use commercially reasonable efforts to provide prior notice to the Customer of when the SaaS Services will be offline for scheduled maintenance.

2.3   Remedy.

If HelioSol fails to meet System Availability in the year, upon written request by the Customer within 30 days after the end of the Subscription Term, HelioSol will issue a credit in the Customer's next invoice in an amount equal to 1% of the yearly fee for the affected SaaS Services for each 1% loss of System Availability below stated SLA per SaaS Service, up to a maximum of the Customer's fee for the affected SaaS Services. At the Customer's election HelioSol may provide a credit to the Customer to be used for additional Users or term extension. The remedy stated in this paragraph is the Customer's sole and exclusive remedy for interruption of SaaS Services and HelioSol's failure to meet System Availability.

End of Schedule C