IGLOO

Master Terms of Service

Version 3.0 August 2015

MASTER TERMS OF SERVICE

This Master Terms of Service Agreement is made as of _____, 201_ ("**Effective Date**"), between IGLOO Inc. ("**IGLOO**") and the party identified as customer set forth below ("**Custome**r").

Full legal name of Customer:	**IGLOO Inc**.
Individual signing: (print name)	**Individual signing:** Mark Stevenson
Signature:	**Signature:**
Title:	**Title:** **VP Finance**
Signing date:	**Signing date:**
Customer address for notice:	**IGLOO address for notice:** 22 Frederick Street, 6th Floor Kitchener, Ontario Canada N2H 6M6 Attn: **Mark Stevenson** cc: **Cody Hines**

THEREFORE, IGLOO and Customer agree as follows:

1.   DEFINITIONS AND INTERPRETATION

1.1   **Definitions**. Capitalized terms used in this Agreement, and not otherwise defined in this Agreement, shall have the following meanings:

(a)   "**Agreement**", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this Master Terms of Service, including all of its Schedules and Exhibits, all Sales Contracts and SOW, as each may be confirmed, amended, modified, supplemented or restated. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement.

(b)   "**AUP**" means IGLOO's acceptable use policy for use of the Hosted Service, the current form of which is attached as Exhibit B to this Agreement.

(c)   "**Confidential Information**" includes any information, document, material, idea or data which is disclosed by one party hereto to the other party hereto, whether orally, electronically or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information, document, material, idea or data and the circumstances of the disclosure, including information regarding a party's products and services, technology, business plans, prices, financial information and other trade secrets or confidential information, and anything tangible from which such information may be obtained. Confidential Information, however, shall not include any document, material, idea, data or other information which: (i) is known to the receiving party

under no obligation of confidence, at the time of disclosure by the other party; (ii) is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; (iii) is or become publicly known through no wrongful act of the receiving party; (iv) is independently developed by the receiving party; or (v) is disclosed by the other party to a third party under no obligation of confidence. The onus of proving that any of the above-mentioned exceptions applies is on the receiving party.

(d)   "**Content**" means all information, links, emails, postings, code, data, text, software, music, sound, images, graphics, video, chat, messages, files, works of authorship, applications, or other materials submitted, displayed, published and all IP Rights related thereto.

(e)   "**Customer**" means the Person purchasing and subscribing for Services and is designated as Customer in the Initial Sales Contract.

(f)   "**Customer Data**" means any information, data, communication or Content uploaded, generated, stored or transmitted by Customer and/or Named Users as part of, or in conjunction with, the Hosted Service.

(g)   "**Customer Technology**" means any information, materials and technology owned or controlled by Customer that the use thereof is reasonably required by IGLOO in order to perform any of the Services.

(h)   "**Deliverables**" means all documents, reports, specifications and other materials to be delivered by IGLOO in the course of providing Services.

(i)   "**Disaster Recovery**" means the specific policies, procedures and best practices that IGLOO will follow to recover from an unexpected disaster as outlined in the then current version of IGLOO's disaster recovery plan ("**DR Plan**"). A copy of the current version of the DR Plan may be obtained by contacting Customer's IGLOO sales representative. The DR Plan shall be deemed to be IGLOO's Confidential Information (as defined below).

(j)   "**Documentation**" means the documentation provided by IGLOO to Customer under this Agreement that is in connection with the Services and made available at http://support.igloosoftware.com.

(k)   "**Downtime**" means that the Hosted Service is not available to Customer or Named Users for thirty (30) consecutive minutes due to the failure of IGLOO to provide access to the Services for such period; provided that Downtime shall not include: (i) unavailability of any Services due to Customer or third party network or communications failure, or (ii) unavailability during IGLOO's scheduled maintenance and backup windows; or (iii) as otherwise expressly described in Exhibit C. Backups are performed on the schedule outlined in IGLOO's customer support portal, which is currently available at http://support.igloosoftware.com.

(l)   "**Effective Date**" means the date first set out above.

(m)   "**Hosted Service**" means the IGLOO hosted offering as set forth in the applicable Sales Contracts to which Customer acquires rights to access and use under this

Agreement and includes, but is not limited to, the development and availability of an IGLOO Environment. The Hosted Service to be provided, or which Customer is otherwise entitled to receive, as of the Effective Date is as set forth in the Initial Sales Contract.

(n)   "**IGLOO Environment**" means an online environment developed by IGLOO for Customer or by Customer alone that is hosted and maintained by IGLOO.

(o)   "**IGLOO Trademarks**" means the registered and unregistered trademarks, trade names, logos or service marks of IGLOO as used by IGLOO in connection with the Hosted Service and Services from time to time.

(p)   "**Initial Term**" means the contract period for the provision of the Services as set out in the Initial Sales Contract, which commences on the Effective Date.

(q)   "**IP Rights**" means any right that is or may be granted or recognized under any Canadian, United States, European or foreign legislation regarding patents, copyrights, neighbouring rights, moral rights, trademarks (including trade names and service marks), trade secrets, confidential information, industrial designs, design rights, mask work, integrated circuit topography, privacy and publicity rights and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application for any of the foregoing.

(r)   "**Marketplace**" means IGLOO's online marketplace of software applications that interoperate with the Hosted Service and IGLOO Environments.

(s)   "**Named User**" means an individual with a member account in an IGLOO Environment who is authorized by Customer to access and use such IGLOO Environment.

(t)   "**Person**" means a natural person or any legal, commercial or governmental entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, group acting in concert, or any Person acting in a representative capacity.

(u)   "**Personal Information**" means information about an identifiable Person in the IGLOO Environment.

(v)   "**Professional Services**" means all professional services that IGLOO provides to Customer pursuant to this Agreement and may include but is not limited to training, graphic design, consulting and project management, third party integrations and web development. All Professional Services shall be provided by IGLOO pursuant a SOW.

(w)   "**Sales Contract**" means an ordering document outlining the Services that have been selected by Customer that references and incorporates this Agreement and that is entered into between Customer and IGLOO, including any addenda and supplements thereto. The initial Sales Contract is attached, for reference, as Exhibit A to this Agreement (the "**Initial Sales Contract**").

(x) "**Services**" means any of the Hosted Service, Professional Services and/or Support Services provided by IGLOO under this Agreement.

(y) "**SOW**" means a written statement of work for the performance of Professional Services by IGLOO that is entered into between Customer and IGLOO, including any addenda and supplements thereto, and which may reference and incorporate this Agreement or a Sales Contract.

(z) "**System**" means the proprietary and third party information technology systems used by IGLOO to provide the Hosted Service.

(aa) "**Support Services**" means the support services to be provided by IGLOO in respect of the Hosted Service which are set forth in Exhibit C and will be provided by IGLOO at the support package level selected by Customer in the applicable Sales Contract(s). The Support Services to be provided, or which Customer is otherwise entitled to receive, as of the Effective Date are as set forth in the Initial Sales Contract. For greater certainty, Support Services do not include any other support, maintenance or similar services.

(bb) "**Third Party Apps**" means a Web-based or offline software application that is provided by Customer or a third party and interoperates with the Hosted Service or Customer's IGLOO Environments, including, for example, an application that is listed on the Marketplace.

(cc) "**Usage Data**" means data or information generated by IGLOO with respect to Customer's use and/or operation, and its Named Users' use and/or operation of, the Services and the System, but for greater certainty, excludes any Customer Data.

1.2 **Interpretation**. The Parties agree to the following interpretive terms and conditions:

(a) words importing the singular number include the plural and vice versa and words importing gender include all genders in this Agreement;

(b) reference to any agreement, indenture or other instrument in writing means such agreement, indenture or other instrument in writing as amended, modified, replaced or supplemented from time to time, unless otherwise agreed to herein;

(c) every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively;

(d) any capitalized term used in this Agreement that is not defined in Section 1.1 or elsewhere in this Agreement will have the generally accepted industry or technical meaning given to such term;

(e) the division of this Agreement into Sections, Schedules and Exhibits and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and except as expressly set out herein, references to a Section, Schedule or Exhibit refer to the applicable Section,

Schedule or Exhibit to, the main body of this Agreement and not to any Section, Schedule or Exhibit to this Agreement; and

(f)   to the extent of any conflict or inconsistency between the provisions in the body of this Agreement, the Initial Sales Contract, any Schedules or Exhibits hereto, any Sales Contract (other than the Initial Sales Contract) or SOW, the inconsistency or conflict shall be resolved in the following descending order of priority: (i) the Initial Sales Contract; (ii) the main body of this Agreement (excluding the Schedules or Exhibits attached hereto); (iii) the applicable Schedules or Exhibits (except to the extent that the Schedule or Exhibit expressly states that it is intended to override the main body of this Agreement); and (iv) any Sales Contract other than the Initial Sales Contract or any SOW (except to the extent that the Sales Contract or SOW expressly states that it is intended to override the main body of this Agreement and, in such contrary event, any applicable amendment, modification, cancellation, waiver or release of the main body of this Agreement shall be deemed to apply solely to the specific Services contemplated by such specific Sales Contract or SOW).

2.   HOSTED SERVICE

2.1   **Customer Access**. Customer's access to and use of the Hosted Service is on a subscription basis. Customer understands and agrees that operation and availability of Hosted Service, including the System, external authentication software, mobile networks, and the Internet, whether or not supplied by IGLOO, can be unpredictable and may from time to time interfere with or prevent access to the Hosted Service. Customer agrees that its engagement of IGLOO to provide the Hosted Service is neither contingent upon the delivery of any future functionality or features nor upon any oral or written public comments made by IGLOO or its personnel with respect to future functionality or features.

2.2   **Rights to Use**. IGLOO grants to Customer a non-exclusive, royalty-free worldwide, non-assignable and non-transferable limited license to access and use the Hosted Service solely for Customer's own business purposes and to grant each Named User the limited right to use Customer's IGLOO Environment(s) for the purposes related to Customer's own business purposes, all in accordance with this Agreement, the Documentation and any other applicable terms or restrictions that may be set out in a Sales Contract.

2.3   **Restrictions on Use**. Customer shall not, and shall not permit Named Users or any other Person to, directly or indirectly do any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Hosted Service (or any part thereof) and/or the System; (ii) modify, translate, or create derivative works based on any portion of the Hosted Service or any Deliverables (other than such Deliverables that are owned by Customer as agreed to in a SOW); (iii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any Deliverables, any portion of the Hosted Service (or any part thereof) and/or the System or make any portion of the Hosted Service available to any Person (other than Named Users); (iv) use any of the Hosted Service for timesharing or service bureau purposes; (v) publish or disclose to any Person evaluations of the Services; (vi) tamper with the security of any portion of the Hosted Service and/or the System; (vii) knowingly access data on or available through the Hosted Service and/or the System not intended for Customer or Named Users; (viii) attempt to probe, scan or test the vulnerability of any portion of the System or to breach the security or authentication measures without the written consent of an authorized IGLOO representative; (ix) violate any applicable

local, provincial, state, federal or foreign law, treaty, regulations, or convention; (x) breach, or engage in any activity that would constitute a breach of, the AUP; and/or (ix) create, solicit, transmit, upload or publish any comment, request, suggestion, proposal, image, data file or other communication which: (a) violates any rights of others, including infringement of any IP Rights; (b) contains or embodies any computer virus, harmful component or corrupted data; (c) adversely affects the performance or availability of any of the Hosted Service or the System; (d) is used to impersonate any Person or entity, including IGLOO personnel; (e) encourages any other customer of IGLOO to patronize any competing service; or (f) otherwise breaches, or constitutes a breach of, the AUP.

2.4   **Usage Limits**. Some of the Services are subject to usage or similar limits, including, the number of Named Users or level of Support Services requests specified in a Sales Contracts.

2.5   **Named Users and Accounts**.

(a)   Each Named User will be entitled to access an IGLOO Environment by means of a member account ("**Account**") using a unique username and password. Unless otherwise expressly specified: (i) a quantity or limit in a Sales Contract, if any, that refers to Named Users may not be accessed by more than that number of individuals, (ii) each Named User Account may only be used by, and otherwise assigned to, one individual and may not be shared with any other individual, and (iii) a Named User Account may be reassigned by Customer to a new individual replacing one who no longer requires ongoing use of the Account. If Customer exceeds the contractual usage limit for quantities of Named User Accounts set out in a Sales Contract, IGLOO may work with Customer to seek to reduce Customer's Account usage so that it conforms to that limit. If, notwithstanding IGLOO's efforts, Customer is unable or unwilling to abide by a contractual usage limit for quantities of Named User Accounts, Customer will execute a Sales Contract for additional quantities of Named User Accounts promptly upon IGLOO's request, and pay any invoice for excess usage.

(b)   Unless otherwise set out in a Sales Contract, Customer will be issued one initial master account for accessing the Hosted Service. Through such master account, Customer will be able to establish additional Accounts for Named Users. Customer is responsible for authorizing and controlling access to the Hosted Service for Named Users. Customer agrees to notify IGLOO immediately upon becoming aware of any breach of security or unauthorized use of any Accounts (including the master account).

(c)   Customer is responsible for ensuring that: (i) each individual accessing an IGLOO Environment has their own Account; (ii) only Named Users may access and use any password protected areas of an IGLOO Environment or the Hosted Service; (iii) Named Users are solely responsible for the confidentiality of and use of the username and password for their Account; and (iv) Named Users may not transfer any Account to any third party without IGLOO's prior written approval. Customer shall be responsible and liable for all activity that occurs under all Named Users' Accounts, whether authorized by Customer or Named Users (as the case may be) or not. Customer acknowledges and agrees that in no event shall IGLOO be liable, directly or indirectly, to Customer or Named Users for any loss or damage as a

result of an activity under any Accounts; provided that the foregoing shall not apply to the extent that any unauthorized access was initiated by any IGLOO personnel.

2.6　　　　**Registration Information**. As a condition of using the Hosted Service, Customer agrees to provide true, accurate, current and complete information about Customer and, to the extent possible shall cause each Named User to maintain and promptly update their IGLOO member profile information to keep them true, accurate, current and complete. If Customer or any Named User provides any information that is untrue or inaccurate, or if IGLOO has reasonable grounds to believe that such information is untrue or inaccurate, IGLOO may suspend or terminate access to the Hosted Service and refuse any and all current or future use of the Hosted Service following notice to Customer of the incorrect information and a failure by Customer to correct said information within thirty (30) days.

2.7　　　　**Customer Responsibilities**. Customer is solely responsible for obtaining and maintaining all equipment, computers, and communications required to access the Hosted Service and for all expenses related thereto. Customer is responsible for complying with, and causing Named Users to comply, with the AUP. Customer will notify IGLOO immediately of any actual or suspected unauthorized use of Hosted Service or any Accounts or other breach of security in relation to the Hosted Service, Customer Data or the System to which Customer becomes aware.

2.8　　　　**Data Extractions**.

(a)　　　IGLOO will provide to Customer a one-time XML data extraction of Customer Data via secure file transfer protocol within thirty (30) days of the termination or expiration of this Agreement at no cost to Customer.

(b)　　　Customer may otherwise request additional data extractions at a cost of $500.00 per data extraction. Such additional data extractions can be requested by Customer through IGLOO as Professional Services. Fees, timing and type of data extraction will be based on terms mutually agreed to by the parties in a SOW.

2.9　　　　**Early Evaluation/Beta Features**. IGLOO may identify and make available on an early evaluation or beta basis certain features or functionality within the Hosted Service. Customer must use these features or functionality only for evaluation purposes and for the period that IGLOO specifies. IGLOO provide these features and functions "AS-IS," without indemnification or support and disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purposes, and non-infringement). Any early evaluation or beta features or functionality do not constitute an implied commitment to offer to Customer or anyone these features and functionality as part of the Hosted Service on a generally available basis.

2.10　　　　**Modules**. IGLOO may, pursuant to a supplemental Sales Contract to be signed by the parties, make available to Customer optional additional functionality or features to the Hosted Service and/or Customer's IGLOO Environments, which may be provided as standalone modules, plugin or component (each an "**Module**"). Certain Modules may require Customer to agree to additional or separate pricing and/or terms of use applicable to such Modules, which shall be set out in the applicable Sales Contract.

3.　　　　CUSTOMER DATA

3.1   **Monitoring**. IGLOO has no obligation to monitor or pre-screen any Customer Data. Customer shall be solely responsible at all times for monitoring Customer Data and for ensuring that all Customer Data complies with this Agreement. Customer is solely responsible for the accuracy, quality, integrity and legality of Customer Data and the means by which Customer acquires Customer Data.

3.2   **Rights**. Customer, its Named Users and each of their respective licensors retain all rights in and to all Customer Data. Customer hereby grants to IGLOO a royalty-free, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sublicense, distribute, perform, and display Customer Data solely on and through the Hosted Service and the System for the purposes of providing the Hosted Service to Customer. Customer represents and warrants that Customer is the owner of all rights to all Customer Data or otherwise has the rights to grant the license set forth in this Section 3.2. The foregoing representation and warranty shall survive the expiration or termination of this Agreement. IGLOO shall not access the Customer Data except to: (i) quality test new product releases; (ii) respond to performance problems; or (iii) at Customer's request.

3.3   **Analytical Data**. Customer agrees that, except as otherwise set forth in this Agreement, IGLOO shall be entitled to generate Usage Data based on Customer's and its Named Users' respective use and operation of the Services in order to improve IGLOO's products and services generally and to provide Customer with reports on its (and its Named Users') use of the Services. IGLOO may extract and create anonymized data from any Usage Data ("**Extracted Data**"). For greater certainty, Extracted Data shall not contain, disclose or otherwise identify the name of Customer, any Named User(s) or any Person who uploads, generates or transmits Customer Data. IGLOO shall exclusively own all rights, including all IP Rights, in and to all Usage Data and all Extracted Data. Customer acknowledges and agrees that IGLOO owns all Extracted Data, whether as part of derivative works or otherwise.

3.4   **Personal Information**. Where Customer discloses Personal Information to IGLOO or transfers Personal Information to IGLOO for processing, Customer is deemed to represent, warrant and covenant to IGLOO that: (i) Customer is solely and exclusively responsible for the collection, accuracy or completeness of Personal information disclosed, or provided to, IGLOO; (ii) all Personal Information disclosed to IGLOO has been or will be collected and disclosed in accordance with all applicable laws. Customer hereby grants to IGLOO the right to collect, store, access and use the Personal Information for the purposes of providing the Services to Customer. Customer will promptly respond to enquiries concerning any Personal Information provided to IGLOO and will promptly address all enquiries concerning such information. Customer has obtained and will continue to obtain all necessary consents from those individuals whose Personal Information is disclosed or transferred to IGLOO to grant the Personal Information rights herein to IGLOO.

3.5   **Data Storage**. Customer shall not store any quantity or type of data on the Hosted Service, which exceeds the data storage space allocation set forth in the applicable Sales Contract. If Customer exceeds the contractual usage limit for data storage set out in a Sales Contract, IGLOO may work with Customer to seek to reduce data usage so that it conforms to that limit. If, notwithstanding IGLOO's efforts, Customer is unable or unwilling to abide by a contractual usage limit for data storage, Customer will execute a Sales Contract for additional quantities of storage promptly upon IGLOO's request, and/or pay any invoice for excess usage.

3.6   **Safety and Security**. IGLOO shall, during the Term, maintain and enforce adequate and appropriate safety and security procedures in providing the Services, including: (i)

System (including Customer Data), database and web server security measures and (ii) the utilization of firewall systems intended to provide security from unauthorized intrusion, in accordance with industry standard. Upon or before execution of this Agreement, and thereafter upon Customer request, IGLOO will provide a copy of its then-current SSAE 16 SOC II audit report.

4. SERVICES

4.1   **Professional Services**. From time to time, IGLOO may provide Professional Services as requested by Customer. Professional Services shall be subject to the terms and conditions of this Agreement and any applicable SOW entered into by the parties. IGLOO will provide Professional Services to Customer as detailed in the applicable SOW, which shall include a detailed description of the Professional Services to be provided by IGLOO, the quantity to be delivered, the fees and expenses, the date(s) by which Professional Services shall be completed and site(s) for the Professional Services and any other information mutually agreed to by both parties deemed necessary and appropriate. IGLOO shall perform such Professional Services in the capacity of an independent contractor and not as an employee or agent of Customer. Acceptance of Professional Services shall be at the discretion of the Customer subject to the agreed upon criteria documented in the related SOW or Sales Contract. Each individual SOW shall define any applicable testing and acceptance criteria for Deliverables. Customer shall promptly provide all reasonably required information, materials and resources as necessary to enable IGLOO to carry out the Professional Services.

4.2   **Customer Technology**. Unless otherwise agreed to in a SOW, Customer will provide IGLOO with a royalty-free, fully paid license to Customer Technology on an as needed basis for the purpose of performing Professional Services requested by Customer and to integrate and test third party integrations or Third Party Solutions (as defined below) with the Hosted Service.

4.3   **Insurance**. During the provision of the Services, IGLOO shall maintain, as applicable to the Services being provided, insurance coverage according to acceptable industry standards. As requested by Customer, IGLOO shall provide evidence of insurance.

4.4   **Errors and Omissions Insurance**. If Professional Services are being rendered under this Agreement or a SOW, IGLOO shall also provide professional liability insurance that responds to claims for any financial loss sustained by Customer or a third party due to the rendering or failure to render Professional Services to Customer. The minimum limit, to be maintained for the duration of the Agreement, shall be CAD$1,000,000.00 for each wrongful act and CAD$2,000,000.00 in the aggregate.

4.5   **Subcontractors**. Customer recognizes that IGLOO may have the need to utilize subcontractor(s) or supplementary providers(s) (collectively "**Subcontractors**") in performance of the Services or otherwise in connection with the operation of the System. Except in respect of Subcontractors engaged by IGLOO to maintaining the System or to provide additional specialized services in connection the System and the Hosted Service, including intrusion detection, System monitoring and network scanning, Subcontractors may only be utilized by IGLOO upon prior written approval of Customer, which shall not be unreasonably withheld, conditioned or delayed. Subcontractors may not, under any circumstance, further subcontract the Services they have been approved by Customer to perform. The cost of any Subcontractors and/or supplementary provider(s) employed or retained by IGLOO shall be the sole responsibility of IGLOO and shall be, in no instance, in addition to the fees hereunder. IGLOO warrants that there will be no

compromise in the goods, Services and/or Deliverables due to the use of Subcontractor(s). Subcontractors shall be bound by all the provisions of this Agreement and applicable Schedule(s) as if they were IGLOO's employees and shall execute all required documents requested by Customer.

5. SUPPORT SERVICE

5.1 **Customer Support**. Subject to the terms and conditions of this Agreement, IGLOO shall provide Support Services in accordance with Exhibit C and shall use commercially reasonable efforts to achieve the response times, service and access levels corresponding to the Support Services levels selected by Customer and set forth in the applicable Sales Contract. If IGLOO determines that Customer's Support Services requests exceed reasonable levels, IGLOO maintains the right to limit Support Services. Requests for Support Services may only be made to IGLOO by/through Customer's authorized representatives designated in the Initial Sales Contract (or their replacements authorized by Customer).

5.2 **Monitoring**. During the Term of the Agreement, IGLOO will monitor all Hosted Service to determine whether they are available and performing in accordance with general industry standards reasonably applicable to the provision hereof, and in conformity with IGLOO's performance targets set out in Exhibit C. In the event that IGLOO discovers or is notified by Customer that Customer is experiencing a Downtime problem, IGLOO will take commercially reasonable actions to determine the source of the problem and to correct it in accordance with this Section 5 and Exhibit C.

5.3 **Service Level Exclusions**. SUPPORT SERVICES SHALL BE PROVIDED BY IGLOO TO CUSTOMER IN ACCORDANCE WITH THE SERVICE LEVEL AGREEMENT ATTACHED HERETO AS EXHIBIT C. SUPPORT SERVICES DO NOT APPLY TO ANY SERVICES THAT EXPRESSLY EXCLUDE THESE SERVICES, INCLUDING THOSE STATED IN THE HOSTED SERVICE DESCRIPTION NOR TO ANY DOWNTIME OR PERFORMANCE DOWNTIME PROBLEMS: (I) CAUSED BY FACTORS OUTSIDE OF IGLOO'S REASONABLE CONTROL; (II) THAT RESULT FROM ANY IMPROPER ACTIONS OR INACTIONS OF CUSTOMER OR ANY THIRD PARTIES; OR (III) THAT RESULT EXCLUSIVELY FROM CUSTOMER'S OR A THIRD PARTY'S FAULTY EQUIPMENT OR SOFTWARE. THIS AGREEMENT PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY IGLOO TO PROVIDE SERVICES.

6. THIRD PARTY APPS AND SOLUTIONS

6.1 **IGLOO Marketplace**. Customer acknowledges and agrees that unless otherwise set out in a Sales Contract or a SOW, each Third Party App will be made available, either by IGLOO or the applicable Third Party App provider, subject to the terms and conditions of the terms of service or end user license agreement accompanying or in respect of, such Third Party App (the "**Third Party Agreement**"), which such Third Party Agreement shall supersede any conflicting terms or conditions of this Agreement with respect to Customer's and Named Users' license, access to and use of the particular Third Party App.

6.2 **Acquisition of Third Party Solutions**. IGLOO or third parties may make available (for example, through the Marketplace or otherwise) third party products or services, including Third Party Apps (collectively, "**Third Party Solutions**"). Any acquisition by Customer of such Third Party Solutions, and any exchange of data between Customer and any provider of a Third Party Solutions, is solely between Customer and the applicable Third Party Solution provider.

Except as may be expressly specified in a Sales Contract or a SOW, IGLOO does not warrant or support Third Party Solutions or other non-IGLOO products or services, whether or not they are designated by IGLOO as "certified" or otherwise. The foregoing shall survive the expiration or termination of this Agreement.

6.3   **Third Party Solutions and Customer Data**. If Customer installs or enables a Third Party App for use with the Hosted Service or Customer's IGLOO Environments, Customer grants IGLOO permission to allow the provider of that Third Party App to access Customer Data as required for the interoperation of that Third Party App with the Hosted Service and/or Customer's IGLOO Environments. IGLOO is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Third Party App. The foregoing shall survive the expiration or termination of this Agreement.

6.4   **Integration with Third Party Solutions**. The Hosted Service may contain features designed to interoperate with Third Party Solutions. To use such features, Customer may be required to obtain access to Third Party App from their providers, and may be required to grant IGLOO access to Customer's account(s) on the Third Party App. If the provider of a Third Party App ceases to make the Third Party App available for interoperation with the corresponding Hosted Service features on reasonable terms, IGLOO may cease providing those features of the Hosted Service without entitling Customer to any refund, credit, or other compensation.

7.   INTELLECTUAL PROPERTY RIGHTS

7.1   **Ownership**. The Hosted Service and Documentation (including any Content therein in that is not Customer Data), all copies and portions thereof, IGLOO Trademarks and all improvements, enhancements, modifications and derivative works thereof, and all IP Rights therein (collectively, "**IGLOO Property**"), are and shall remain the sole and exclusive property of IGLOO and its licensors and are protected by domestic and international laws and treaties, and shall remain the sole property of IGLOO or IGLOO's licensors. Customer agrees not to, and not to cause or permit others to: (i) remove any proprietary notices, markings and legends appearing on or contained in IGLOO Property, the Hosted Service and/or Deliverables, or any IGLOO Property as delivered by IGLOO; or (ii) change any security or right management technology used in connection with any IGLOO Property.

7.2   **Rights Reserved By IGLOO**. Customer's rights to use the Hosted Service and other IGLOO Property shall be limited to those expressly granted in this Agreement and any applicable Sales Contract or SOW. No other rights with respect to the Hosted Service or any other IGLOO IP Property (including, but not limited to, all related IP Rights) are implied. Customer agrees that Customer shall take commercially reasonable measures to protect IGLOO's proprietary and IP Rights in IGLOO Property and will comply with the terms of this Agreement to protect IGLOO's proprietary and IP Rights in IGLOO Property. Except as IGLOO may otherwise expressly agree in writing, any discoveries, enhancements, improvements, customizations, translations or other modifications made to, or derived from, IGLOO Property, and all related IP Rights therein, shall be owned exclusively by IGLOO.

7.3   **Ownership of Deliverables**. Unless otherwise set forth in a SOW, all improvements, enhancements, modifications and derivative works or similar deliverables that are in respect of the Hosted Service that are developed or produced by IGLOO for Customer that are identified as Deliverables under a SOW shall be owned exclusively by IGLOO. By execution of this Agreement, Customer hereby irrevocably assigns any and all of Customer's right, title and interest and all such Deliverables to IGLOO and waives in favour of IGLOO, its licensees and

successor and assigns any of its moral rights therein. No rights in such Deliverables are reserved to Customer. The ownership of any other developments, products, software or other materials made to be developed by IGLOO shall be as mutually agreed to by the parties in writing in the applicable SOW.

7.4   **Submissions**. Notwithstanding any term of this Agreement, any suggestions, enhancement requests, recommendations or other feedback provided by Customer to IGLOO relating to the Services (collectively "**Submissions**") shall become IGLOO's sole property. IGLOO shall exclusively own rights, including all IP Rights, in and to all Submissions. IGLOO shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgement or compensation to Customer. In the event that any IP Rights in and to any Submissions vest, or has vested, in Customer, Customer hereby assigns to IGLOO all of Customer's right, title and interest in all Submissions and Customer hereby waives to and in favour of IGLOO any of its moral rights therein.

8.   MARKETING

8.1   **IGLOO Branding and Logo**. Customer agrees that IGLOO has the right to place a "Powered by IGLOO" button in the bottom right hand corner of every page on IGLOO Environments. This button will not exceed 82 X 25 pixels.

8.2   **IGLOO Marketing**. Customer agrees that during the duration of this Agreement, IGLOO may publicly refer to Customer, orally, in writing, and through the use of a pre-approved screen shot of IGLOO Environments, or in a customer directory list on IGLOO's public website, or other IGLOO marketing collateral identifying Customer as a customer of IGLOO. IGLOO may use Customer's name in a press release disclosing the parties and the nature of this Agreement and in IGLOO advertising, in each case with the prior written approval of Customer, such approval not to be unreasonably withheld. Any other reference to Customer by IGLOO shall require the written consent of Customer.

9.   FEES AND PAYMENT

9.1   **Fees**. Customer shall pay to IGLOO the fees specified in, and in accordance with, all Sales Contracts and SOWs. Any increase in fees will become effective only upon at least thirty (30) days' prior notice from IGLOO to Customer, setting forth the new fees and Effective Date(s) thereof. Payment obligations are non-cancellable and all fees are non-refundable.

9.2   **Taxes**. All fees are net of any sales, use, excise, value added and similar taxes imposed by any governmental authority regardless of how denominated; and any international shipping charges, broker's fees, consular fees and customs duties, which shall be the responsibility of Customer. Customer shall pay all such taxes or charges or provide IGLOO with a tax or levy exemption certificate acceptable to the taxing or levying authority. In the event that IGLOO is required to pay any taxes or other charges for which Customer is responsible hereunder, Customer shall promptly pay the same to IGLOO upon receipt of IGLOO's invoice therefore. If, pursuant to local law, Customer is required to withhold any taxes, duties or other amounts from amounts payable to IGLOO, then: (i) Customer will promptly notify IGLOO; (ii) the amount payable to IGLOO will be automatically increased to the full extent required to offset such tax, duty or other amount so that the amount remitted to IGLOO, net of all taxes, duties and other like amounts, equals the amount payable to IGLOO pursuant to this Agreement or pursuant to an invoice from IGLOO, as applicable.

9.3   **Payment Terms**. Payments hereunder shall be governed by the terms in the Sales Contracts or SOW (as the case may be). Payments shall be made without offset of deductions. IGLOO reserves the right to require payment in advance if IGLOO reasonably and in good faith has reason to believe that Customer's ability to fulfill its payment obligations may be impaired or if Customer is delinquent in any payments then owing to IGLOO. If Customer in good faith disputes all or any part of an invoice for fees under this Agreement, Customer will pay the undisputed portion of the applicable invoice by the due date and Customer will notify IGLOO as soon as possible (and in any event no later than the due date of the applicable invoice) of the specific amount disputed and will provide reasonable detail as to the basis for the dispute. Customer and IGLOO will use commercially reasonable efforts to resolve the dispute. After Customer provides notice to IGLOO of the disputed amount, Customer will have the right to withhold payment of any invoiced amounts that are disputed in good faith until such time as the parties reach agreement with respect to such disputed amounts.

9.4   **Late Payments**. Amounts owed by Customer hereunder, which are not disputed by Customer, that are not paid within thirty (30) days of the invoice due date shall accrue interest at the lesser of one percent (1%) per month (being twelve percent (12%) per annum), and the maximum rate permitted by law, such interest to begin accruing on a daily basis from the date of invoice, and shall accrue both before and after judgement. IGLOO will notify Customer of late payments and allow Customer to make payments within ten (10) days of notification. If any amount owing by Customer under this Agreement or any Sales Contract is ten (10) or more days overdue following IGLOO's notice to Customer thereof, without limiting IGLOO's other rights and remedies available at law or granted to IGLOO in this Agreement, IGLOO reserves the right to suspend Customer's access to the Services (which would suspend the access to IGLOO Environments for Named Users) or immediately terminate this Agreement with or without notice to Customer. Customer will continue to be charged the applicable fees and other charges for the Services during any suspension period.

10.   LIMITED WARRANTY

10.1   SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE HOSTED SERVICE AND ALL OTHER SERVICES (INCLUDING THE USE THEREOF) ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND AND IGLOO DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OR TRADE, OR COURSE OF DEALING REGARDING OR RELATED TO THIS AGREEMENT, THE HOSTED SERVICE, THE DOCUMENTATION, THE SERVICES, DELIVERABLES OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. IGLOO DOES NOT WARRANT THAT THE HOSTED SERVICE WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE HOSTED SERVICE REMAINS WITH CUSTOMER. IGLOO DOES NOT WARRANT THE ACCURACY OR SECURITY OF ANY CUSTOMER DATA.

10.2   **Failure to Provide Services**. With respect to a Chronic Failure (as defined below) to provide the agreed upon Services, IGLOO may, at its sole discretion: (i) correct any problems; (ii) help Customer to find a work around or avoid any problems; or (iii) allow Customer to terminate this Agreement pursuant to Section 15.2 and IGLOO shall refund any amounts prepaid for Hosted Services. Customer's limited remedies for Downtime, which are the sole and exclusive remedies

for any Downtime, are as expressly set forth in Exhibit C. In this Agreement, "**Chronic Failure**" means the occurrence of four (4) or more Priority 1 incidents (as defined in Exhibit C) within a twelve (12) month period; provided that and all such Priority 1 incidents were not caused by or resulted from customizations or integrations done by Customer without a SOW from IGLOO.

11. LIMITATION OF LIABILITY

11.1 OTHER THAN IN RESPECT OF: (I) A BREACH BY ONE PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (II) THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY; (III) CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER; AND/OR (IV) CUSTOMER'S BREACH OF ITS LIMITED RIGHTS TO USE THE HOSTED SERVICES HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF RELIEF. IGLOO'S ENTIRE LIABILITY TO CUSTOMER SHALL NOT EXCEED THE GREATER OF: (I) THE AMOUNT ACTUALLY PAID TO IGLOO BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIATION OF A CLAIM BY CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT; OR (II) ONE MILLION (CAD$1,000,000.00) CANADIAN DOLLARS (THE "**DAMAGES CAP**"). NOTWITHSTANDING THE FORGOING, IN THE EVENT OF A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, OR FOR DIRECT DAMAGES RESULTING FROM IGLOO'S INDEMNIFICATION OBLIGATION UNDER SECTION 13, THE DAMAGES CAP SHALL AUTOMATICALLY INCREASE, WITHOUT FURTHER ACTION REQUIRED BY THE PARTIES, TO THE GREATER OF (I) TEN (10) TIMES THE AMOUNT ACTUALLY PAID TO IGLOO BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE INITIATION OF A CLAIM BY A PARTY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT; AND (II) TWO MILLION (CAD$2,000,000.00) CANADIAN DOLLARS.

12. CONFIDENTIALITY

12.1 **Customer Information**. For the purposes of this Agreement, the Confidential Information of Customer shall include any Personal Information of each Named User that is uploaded, generated or stored by Customer in the Hosted Service.

12.2 **Protection**. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information disclosed in connection with this Agreement by using at least the same degree of care as such party employs with respect to its own Confidential Information of a like kind or nature, but no less than a reasonable degree of care. Each party agrees not to use the Confidential Information of the other party for any purpose not expressly permitted by this Agreement and shall limit the disclosure of the Confidential Information to employees or agents of the receiving party who have a need to know such Confidential Information for purposes of this Agreement and who are bound in writing by confidentiality terms no less restrictive than those contained herein.

12.3   **Compelled Disclosure**. The receiving party may disclose Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. If the receiving party is compelled by law to disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, and the disclosing party is not contesting the disclosure, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.

13.   INFRINGEMENT

13.1   **Infringement Indemnity**. IGLOO shall defend, indemnify and hold harmless Customer from and against any liability for infringement of any United States or Canadian IP Rights of a third party that is specifically in connection with Customer's use of the Hosted Service in accordance with this Agreement (an "**Infringement Claim**"); provided that: (i) Customer promptly notifies IGLOO in writing within a reasonable period of time after learning of the Infringement Claim; and (ii) Customer agrees to allow IGLOO to fully control any litigation and settlement related to such Infringement Claim (provided any such settlement does not require Customer to make any payment or admission of guilt). IGLOO shall not be liable for any damages to the extent that they are calculated on the basis of the cost or value of any product or service provided by Customer to any third party.

13.2   **Exclusions**. IGLOO shall have no liability with respect to any Infringement Claim to the extent that such Infringement Claim or was based on, or would have been avoided but for: (i) the combination, operation or use of the Hosted Service with any product, service, equipment or software not provided by IGLOO; (ii) the operation or use of the Hosted Service in a manner not consistent with IGLOO's instructions, the Documentation or in violation of this Agreement; (iii) the combination or incorporation of any Customer Data together with the Hosted Service (for greater certainty to the extent that the Infringement Claim would not have arisen but for the combination or incorporation of particular Customer Data together with the Hosted Service); (iv) any modifications to the Hosted Service made without IGLOO's express written approval; or (e) any Hosted Service provided on a no charge, beta or evaluation basis.

13.3   **Remedy**. Should the Hosted Service become, or if IGLOO reasonably believes that the Hosted Service may likely become, subject to an Infringement Claim, then IGLOO may, at its sole option and expense: (i) procure the right for Customer to continue using the Hosted Service; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an Infringement Claim; (iii) modify the affected Hosted Service so that the same is no longer infringing; or (iv) terminate this Agreement and refund to Customer the unused portion of any fees paid in advance by Customer for use of the Services, based on the number of full months, if any, remaining in duration of this Agreement. IGLOO's liability to Customer in the event of infringement or claimed infringement shall be strictly limited to the obligations set forth in this Section 13.

14.   INDEMNITY

14.1   **Customer Indemnity**. Customer shall indemnify, defend (at IGLOO's election) and hold IGLOO harmless from and against any third party claim arising from or relating to: (i) Customer Data; (ii) any infringement or misappropriation of any IP Rights or privacy rights by Customer or Named Users; (iii) any violation of applicable law by Customer or Named Users; or (iv) Customer's use of the Services in violation of this Agreement; provided that IGLOO: (a)

provides Customer with notice of such claim within a reasonable period of time after learning of the claim; and (b) reasonably cooperates in response to Customer's request for assistance. Customer may not settle or compromise any indemnified claim without the prior written consent of IGLOO.

14.2 **IGLOO Indemnity**. IGLOO shall indemnify, defend and hold Customer harmless from and against any third party claim arising from or relating to any violation of applicable law by IGLOO or its personnel; provided that: (i) Customer promptly notifies IGLOO in writing within a reasonable period of time after learning of the claim; and (ii) Customer agrees to allow IGLOO to fully control any litigation and settlement related to such claim (provided any such settlement does not require Customer to make any payment or admission of guilt).

15. TERM AND RENEWAL

15.1 **Term and Renewal**. This Agreement commences on the Effective Date and continues until the expiration of the Initial Term and shall automatically renew at the end of the Initial Term for successive one (1) year periods (each, a "**Renewal Term**"), at IGLOO's then current list pricing in effect at the time of the renewal, unless one party gives the other party written notice of its intention not to renew at least thirty (30) days before the expiration of the Initial Term or Renewal Term (as the case may be).

15.2 **Termination for Breach**. In the event that either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within thirty (30) days, the non-breaching party shall have the right to terminate the Agreement without further notice without refund of any fees paid to IGLOO. The foregoing cure period shall not apply to breaches relating to the license grants, confidentiality provisions or any outstanding amounts that are more than thirty (30) days past due. In the event of early termination permitted by this Agreement, Customer shall immediately cease use of the Hosted Service and pay any amounts owing hereunder prior to being eligible for return of Customer Data set out in Section 2.8(a).

15.3 **Immediate Termination**. Either party may terminate this Agreement effective immediately (without providing a right to cure or refund of any portion of fees) if the other party institutes or if any proceeding is commenced against or affecting the other party: (i) seeking to adjudicate it as bankrupt or insolvent; (ii) seeking liquidation, dissolution, winding up, arrangement, protection, relief or composition of it or any of its property, assets or debt; (iii) making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (iv) seeking to appoint a receiver, trustee, agent, custodian or other similar official for it or for part of its assets or property.

15.4 **Suspension**. Notwithstanding Section 15.2, if, in IGLOO's reasonable opinion, the nature of the breach contemplated by the notice under Section 15.2 presents a material risk to IGLOO or the Systems, IGLOO reserves the right to immediately suspend Customer's access to the Services until such breach is corrected. Customer agrees that IGLOO shall not be liable to Customer for any action IGLOO takes to remove or restrict access to any Customer Data that violates any of the terms of this Agreement.

15.5 **Termination of Accounts**. Customer acknowledges and agrees that IGLOO reserves the right to suspend or terminate, with or without notice to Customer, the Account of any

Named User that is, or IGLOO reasonably believes is, in violation of any terms of this Agreement applicable to Named User.

15.6 **Changes or Discontinuance of a Service**. IGLOO may change or terminate features (for example, blogs, calendars, file sharing, tasks and wikis) or functionality of a Service in its sole discretion at any time. In the event of any material change to or termination of a Service, IGLOO will use commercially reasonable efforts to notify Customer of such change or termination and, at its option, either make the Hosted Service available to Customer in the form prior to such change for the remainder of the then current term, being the Initial Term or Renewal Term (as the case may be) or permit the Customer to terminate this Agreement without cause, provided that Customer provides IGLOO with at least thirty (30) days' prior written notice of such termination. Termination of a particular Service by IGLOO shall not automatically terminate this Agreement and the terms and conditions of this Agreement and any other Agreements between the parties shall remain in full force and effect, unaffected hereby.

15.7 **Effect of Termination**. Upon the termination, expiration or non-renewal of this Agreement: (i) Customer shall pay all fees and other amounts owing to IGLOO at such time; (ii) Customer's rights to use the Services shall be terminated and Customer shall immediately cease use of the Hosted Service; (iii) each of the parties shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control; (iv) Customer shall be required to pay any amounts owing hereunder prior to being eligible for return of Customer Data set out in Section 2.8(a); (v) all Customer Data shall be promptly irretrievably deleted from Hosted Service the System by IGLOO; and (vi) any terms and conditions of this Agreement, which by their nature extend beyond the termination or expiry of this Agreement, shall survive the termination or expiry of this Agreement, including Sections 1, 2.5(c), 2.9, 3.1, 3.3, 3.4, 5.3, 7, 8.2, 9 - 16.

16. MISCELLANEOUS

16.1 **Entire Agreement and Amendments**. This Agreement, including all Schedules, Exhibits, Sales Contract, SOWs and all other documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings, representations and agreements, written or oral, regarding such subject matter, including, any terms contained in Customer's purchase order. IGLOO reserves the right to change the terms and conditions of this Agreement or any part thereof. IGLOO shall notify Customer of any changes in the terms of this Agreement via email and are deemed accepted by Customer unless Customer notifies IGLOO in writing of any objections to the amendments. Amendments to this Agreement will take effect at the commencement of the Renewal Term following such notice. The terms and conditions of any agreements (including purchase orders) supplied by Customer shall not be applicable even if IGLOO has purportedly accepted the same, unless accepted in writing by an authorized officer of IGLOO.

16.2 **Severability**. In the event that any provision of this Agreement is determined to be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

16.3 **Waiver**. The waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any other breach or of any succeeding breach of such provision or the waiver of the provision itself.

16.4 **Assignment**. This Agreement may not be assigned by Customer without the prior written approval of IGLOO, which will not be unreasonably withheld. This Agreement may be assigned by IGLOO upon written notice to Customer. Notwithstanding the foregoing, either party may, without consent or notice to the other party, assign this Agreement as part of a corporate reorganization or similar transaction, provided that the assignee to whom this Agreement is assigned will have the same or better fiscal capacity to fulfill the terms of this Agreement as did the assignor at the time of assignment. This Agreement will be binding on and enure to the benefit of the parties and their respective successors and permitted assigns.

16.5 **Independent Contractors**. IGLOO and Customer are independent contractors and this Agreement will not establish any relations of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

16.6 **Force Majeure**. Except with respect to payment obligations hereunder, time for performance shall automatically be extended by that period by which one party is prevented from meeting its obligations by any cause beyond its reasonable control ("**Force Majeure Event**"). Each party will use commercially reasonable efforts to prevent or avoid any event, condition or circumstance that would result in such Force Majeure Event. Failing prevention of the occurrence of such Force Majeure Event by the use of such efforts, the party unable to perform as a result of such Force Majeure Event will: (i) notify the other party immediately; and (ii) use commercially reasonable efforts to recommence of its obligations under this Agreement performance whenever, including through the use of alternate sources, workaround plans, implementation of a disaster recovery plan or other means.

16.7 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (also called the Vienna Convention) will not apply to this Agreement or the transactions contemplated by this Agreement.

16.8 **Jurisdiction of Disputes**. Subject to Section 16.8, each of the parties attorns to the sole and exclusive jurisdiction of the courts of the Province of Ontario, Canada, for the conduct of any legal proceedings under, or related to, this Agreement.

16.9 **Disputes**. In the event of a claim of breach of contract or other dispute arising between the parties (a "**Dispute**"), a party shall deliver written notice to the other party stating the nature of the dispute (the "**Dispute Notice**") and representatives of each party that have not been directly involved in previous efforts to resolve the Dispute shall negotiate in good faith in an effort to resolve the Dispute. No formal proceedings for resolution of any Dispute shall be commenced until the earlier of the following: (i) the representatives of IGLOO and Customer conclude in good faith that amicable resolution through continued negotiation is not likely to occur; (ii) thirty (30) days have elapsed since delivery of the Dispute Notice and a meeting between the parties has not been convened, or a party has not acted in good faith; or (iii) either party desires injunctive relief. If the parties are unable to settle the Dispute within thirty (30) days following the delivery of the Dispute Notice, then such Dispute shall be resolved, if possible, by a process of mediation

agreed upon by the parties, acting reasonably. Such mediation shall be held in English and shall be held within sixty (60) days following the delivery of the Dispute Notice. If the parties are unable to settle the Dispute within ten (10) days of the commencement of the mediation described herein, then a party may deliver written notice of its intention to refer the matter to arbitration (the "**Arbitration Notice**") to the other party and thereafter the Dispute shall be referred to arbitration for final settlement binding on the parties in accordance with American Arbitration Association's Commercial Arbitration Rules, subject to the following: the arbitration tribunal shall consist of one (1) Arbitrator who shall be jointly selected by the parties (the "**Arbitrator**"). If the parties cannot agree on the Arbitrator within thirty (30) days after the delivery of the Arbitration Notice, either party may apply to a court of competent jurisdiction to appoint the Arbitrator. The Arbitrator shall be instructed that the arbitration is confidential and that time is of the essence in proceeding with the determination of any Dispute; the arbitration shall be conducted in English. The Arbitrator shall determine and communicate the rules governing the arbitration prior to its commencement to each party, and all hearings shall take place in Kitchener, Ontario, Canada unless otherwise determined by the written agreement of the parties; the arbitration award shall be in writing and shall be final, binding on the parties, not subject to any appeal or review, and shall deal with the question of costs of arbitration, pre-award interest and all other matters related thereto (the "**Arbitration Decision**"). The non-prevailing party shall pay all reasonable legal fees and expenses (including all expert witness fees and other related and miscellaneous expenses) of the prevailing party to the prevailing party. Judgement upon the Arbitration Decision rendered may be entered into any court of competent jurisdiction, or application may be made to such court for a judicial recognition of the Arbitration Decision or an order of enforcement thereof, as the case may be, if a party fails to abide by the Arbitration Decision.

16.10   **Injunctive Relief**. Notwithstanding Section 16.9, nothing in this Agreement shall prevent IGLOO from applying to a court of competent jurisdiction for injunctive or other equitable relief in the case of an infringement of IP Rights or the breach of an obligation of confidentiality, to preserve or protect real or tangible property from continuing damage or risk of same or to preserve a legal right for which the applicable limitation period is about to expire.

16.11   **Language**. The parties hereto have expressly required that this Agreement and its Exhibits be drawn in the English language. C'est la volonté expresse des parties que la présente convetion ainsi que les documents que s'y rattachent soient rédigés en Anglais.

16.12   **Limitation Period**. No action, regardless of form, arising from this Agreement or any Services provided or to be provided hereunder may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought at any time.

16.13   **Titles**. The Section titles in the Agreement are solely used for convenience of the parties and have no legal or contractual significance.

16.14   **Authority**. Each party represents and warrants that: (i) it is a corporation validly subsisting under the laws of the jurisdiction in which it is incorporated; (ii) it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder; (iii) its performance of the terms of this Agreement will not breach any separate agreement by which such party is bound; and (iv) it shall at all times comply with applicable laws.

16.15   **Legal Compliance**. The Hosted Service and Documentation and other IGLOO Property are subject to the export control laws of various countries, including Canada. Customer agrees that it will not submit the Hosted Service, Documentation or other IGLOO Property to any

government agency for licensing consideration or other regulatory approval without the prior written consent of an authorized representative of IGLOO, and will not export the Hosted Service, Documentation and IGLOO Property to countries or Persons prohibited by such laws.   Customer shall also be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Hosted Service, Documentation or other IGLOO Property by Customer and its Named Users.

16.16   **United States Government End Use**. IGLOO provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with IGLOO to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

16.17   **Notices**. Any notice or other significant communication given to either party pursuant to this Agreement shall be in writing sent by email.

16.18   **Counterparts and Electronic Delivery**. This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

Exhibit A – INITIAL SALES CONTRACT

See attached.

Exhibit B – IGLOO ACCEPTABLE USE POLICY FOR THE HOSTED SERVICE

1. **Scope**. This AUP for the Hosted Service sets forth required actions and practices, as well as those actions and practices that are unacceptable and prohibited, respecting the use of the Services. This AUP is written to protect the interests of public and private entities and individuals providing services on and using the Internet, and the reputation and goodwill of IGLOO with such parties, and IGLOO intends it to be interpreted for such purpose.

2. **Enforcement**. It is IGLOO's policy to investigate all such reports and take appropriate action on all reports of abuse. IGLOO will enforce this AUP by using, without limitation, and in its discretion, auditing methods such as complaint and email failure monitoring to ensure compliance with this AUP.

3. **Prohibited Content**. Customer shall not, and shall not permit any Named Customer to, use the Hosted Service to display, upload, store, post, submit, reproduce, distribute process or transmit, or permit use of the Hosted Service to display, store, process or transmit any Content that, in the sole discretion of IGLOO:

    (a)   is patently offensive or promotes or otherwise incites racism, bigotry, hatred or physical harm of any kind against any group or individual;

    (b)   harasses or advocates harassment of another Person;

    (c)   exploits people in a sexual or violent manner;

    (d)   constitutes obscenity, contains nudity, excessive violence, or offensive subject matter or links to an adult website;

    (e)   solicits or is designed to solicit personal information from anyone under age 13;

    (f)   solicits or is designed to solicit an inappropriate or unlawful relationship with another Person;

    (g)   is threatening, obscene, defamatory or libelous;

    (h)   constitutes or promotes an illegal or unauthorized copy of another Person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music, video or links to pirated music or video files;

    (i)   furthers, promotes or depicts any illegal or criminal activity or enterprise or provides instructional information about illegal activities including making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or

    (j)   violates or attempts to violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any Person;

(k)   constitutes a criminal offence or from otherwise engaging in or assisting others to engage in any criminal offence; or

(l)   gives rise to civil liability or from otherwise violating the rights or assisting others to violate the rights of IGLOO or any third party.

4.   **Prohibited Actions**. Customer shall not, and shall not permit any Named Customer to, use the Hosted Service to:

(a)   directly or indirectly send, post, transmit, handle, distribute, deliver or otherwise transmit: (a) unauthorized or unsolicited duplicative e-mail messages, junk or bulk e-mail messages, chain letters, newsgroup postings or unsolicited email ("spam" or "spamming") that is in violation of the CAN SPAM Act (as defined below), European Commission Privacy and Electronic Communications Directive (EU Privacy Directive, CASL (as defined below), Canada's *Personal Information Protection and Electronic Documents Act*, or any other applicable law; (b) email to an address obtained via Internet harvesting methods or any surreptitious methods (e.g., scraping or harvesting) and agrees to demonstrate consent to marketing upon IGLOO's request; or (c) email to an address that is incomplete, inaccurate and/or not updated for all applicable opt-out notifications, using best efforts and best practices in the industry, nor may Customer assist in any such actions, nor engage or enlist another to do so; (d) imitating or impersonating another Person or his, her or its email address, or creating false accounts for the purpose of sending spam;

For the purposes of this AUP, "CAN SPAM ACT" means: the United States' *Controlling the Assault of Non-Solicited Pornography and Marketing Act*, 15 U.S.C. sec. 7701 et seq., as may be amended or supplement from time to time; and "CASL" means Canada's the federal *Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, as may be amended or supplement from time to time, and any regulations promulgated thereunder;

(b)   unless permitted by law, circumvent or modify, attempt to circumvent or modify, or encourage or assist any other Person in circumventing or modifying any security technology or software that is part of the Hosted Service;

(c)   obstruct or bypass computer identification or security procedures;

(d)   engage in unauthorized computer or network trespass;

(e)   engage in any activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

(f)   export equipment, software, or data outside of Canada or the United States in contravention of applicable export control legislation

(g)   access any other service or website in a manner that violates the terms for use of or access to such service or website;

(h)   using invalid or forged headers to disguise the origin of any Content transmitted to or through IGLOO's systems;

(i)   the unauthorized posting of any private information of any Person;

(j)   engage in any activity that constitutes a criminal offence or from otherwise engaging in or assisting others to engage in any criminal offence; or

(k)   engage in any activity that gives rise to civil liability or from otherwise violating the rights or assisting others to violate the rights of IGLOO or any third party.

5.   **Remedies**. Without limiting the remedies available to IGLOO for any breach of the Agreement, IGLOO may restrict, suspend or terminate Customer's access to IGLOO at any time and without notice if IGLOO, in its sole discretion, determines that Customer has violated this AUP.

6.   **Compliance with Law Enforcement**. IGLOO reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing IGLOO to disclose the identity of anyone including, Named Users, suspected of violating this AUP, the Agreement or any applicable law. Customer acknowledges and agrees that IGLOO may cooperate with law enforcement authorities in this regard.

7.   **Changes to this AUP**. IGLOO reserves the right to supplement, modify, amend or supersede this AUP, notifying Customer via email, in the event that such supplement, modification, amendment or other change(s) is required as a result of IGLOO's compliance with applicable laws, as determined by IGLOO in its sole discretion.

Exhibit C – Service Levels

1. **Data Storage**. IGLOO stores all Customer Data in its secure data centre facility in Mississauga, Ontario, Canada. IGLOO Performs the following data backup Services for Customer Data at the intervals set forth below:

    1. **Every 5 minutes:** SAN to SAN replication.
    2. **Every 30 minutes:** backup of MS SQL logs.
    3. **Every hour:** complete data SAN snapshots.
    4. **Daily:** full data backups of all MS SQL database.

    IGLOO data backups are protected from unauthorized access via Microsoft Active Directory authentication. IGLOO may, without notice to Customer, strengthen its data storage and backup policies and procedures to improve the Hosted Service provided to the Customer.

2. **Incidents**. From time to time, failures in or degradation of software, hardware, networking or Systems may cause the Hosted Service to be adversely affected. IGLOO will notify Customer of any resolutions, workarounds and patches that are required to resolve incidents that material affect access to and use of the Hosted Service by a Named User. Customer will provide a preliminary assessment of the level of priority for each incident based on the following definitions set forth in Table 1 below:

Table 1: Priority Level Definitions

Priority Levels	Definitions
Priority 1	An incident for which a resolution, workaround or patch has not been made available to Customer or if made available by IGLOO is ineffective as a resolution that causes: • Inability for at least ten percent (10%) of Customer's Named Users of the Hosted Service to access, upload or download data from the Hosted Service from an IGLOO supported web browser. • Data loss or corruption within the Hosted Service which is not caused by Customer or a Named User.
Priority 2	An incident for which a resolution, workaround or patch has not been made available to Customer or if made available by IGLOO is ineffective as a resolution that causes: • Inability for at least ten percent (10%) of Customer's Named Users to access the Hosted Service from an IGLOO supported web browser. • Slowed performance of the Hosted Service where System response times exceed ten (10) seconds per transaction over a period of one (1) hour to at least twenty five percent (25%) of all Customer's Named Users in the aggregate. • Hosted Service produces results materially different from those described in the applicable Sales Contract or the appropriate SOW or any other part of the Agreement for a major product feature, but which does not rise to the level of a Priority 1 incident.

Priority Levels	Definitions
Priority 3	An incident for which a resolution, workaround or patch has not been made available to Customer or if made available by IGLOO is ineffective as a resolution that causes: • Significant but not complete unavailability of the Hosted Service or substantially slowed performance of the Hosted Service to at least ten percent (10%) of all Customer's Named Users in the aggregate. • A malfunction of a non-essential feature of the Hosted Service.
Priority 4	An incident for which a resolution, workaround or patch has not been made available to Customer or if made available by IGLOO is ineffective as a resolution that causes: • A superficial or cosmetic defect of the Hosted Service causing no key functions to be disabled.

3. **Dispute Over Priority Level**. If IGLOO disagrees with a priority designation selected by Customer, IGLOO will advise Customer via email and shall include its justification for the disagreement. The designated contact for Customer and IGLOO will promptly discuss the priority designation and mutually agree on the proper designation. If no agreement can be reached between such contacts, each party shall escalate the issue to its appropriate level of management. In the event that the parties do not agree on the priority level, the parties shall refer the matter to, and accept the decision of, an independent expert to be appointed by agreement between the parties. Until such dispute over the priority level designation has been resolved, IGLOO shall continue to address and resolve known incidents in accordance with the priority level assigned by IGLOO and with the response and resolution times specified in Section 10 of this Exhibit C.

4. **Priority Level Elevation**. Customer may request to elevate the priority level of an incident if it meets the criteria of an increased priority level outlined in Section 2 of this Exhibit C. For incidents not addressed sufficiently through IGLOO's incident resolution methods and which are recurring (more than two (2) times within one (1) calendar month), the priority level of such incidents shall automatically escalate to the next priority level. IGLOO may demote the priority level of an incident upon written agreement by Customer. Priority level demotion may occur automatically for Priority 2 and Priority 3 incidents if Customer fails to respond after five (5) business days to a priority level demotion request made in writing by IGLOO.

5. **Notification by Customer**. IGLOO will provide the means for the Customer or their support personnel designated in the Sales Contract to report all incidents to IGLOO by telephone, email or web-based interactive facilities via the IGLOO support site located at http://support.igloosoftware.com. When notifying IGLOO of any incident, to the extent Customer is reasonably able, Customer will also provide a complete definition, screen shot, web browser, date, time and version number of the web browser and a documented example of the incident, identifying the product or service to which the notice relates and contact information of a responsible Named User. Customer agrees to cooperate to the extent reasonably possible in providing IGLOO with materials and information necessary to reproduce a reported incident. If requested by IGLOO, Customer agrees, to the extent reasonably possible, to provide IGLOO with functioning test code, a listing of output and any other data that Customer has and that IGLOO may reasonably require in order to reproduce an incident. The time frame for completion of IGLOO's obligations to resolve an incident will be extended if Customer does not provide

all reasonable information and materials to reproduce an incident pursuant to Section 5 in this Exhibit C. Table 2 below summarizes the process for Customer entry and/or notification of an incident.

Table 2: Incident Notification Methods

Priority Levels	Incident Notifications
Priority Level 1	Email, phone and web
Priority Level 2	Email, phone and web
Priority Level 3	Email and web
Priority Level 4	Email and web

6. **Contact Lists**. Contact lists, support interfaces, emergency numbers and other relevant contact information for Customer and IGLOO are set forth in the Sales Contract or on IGLOO's support website (as applicable) which is located at http://support.igloosoftware.com.

7. **Trouble Tickets**. The baseline process is for Customer to report incidents to IGLOO using the contact methods described above in this Section. IGLOO tracks trouble tickets in its ticketing application and is able to identify tickets using the trouble ticket number assigned to the incident. All communications between Customer and IGLOO with respect to an incident, including all ticket reports, uses the ticket numbers assigned to the incident to avoid ticket identification confusion. The ticketing application used by IGLOO provides real-time status of open tickets reported by Customer, and enables tracking history of closed trouble tickets. This application stores and manages all appropriate dates/times (e.g. ticket origination, ticket resolution) online for tracking performance targets.

8. **Resolution and Response**. IGLOO will respond to Customer notifications of incidents as follows:

   1. Upon receipt of an incident request by Customer, IGLOO will ensure that a qualified IGLOO staff member is responding to Customer in accordance to the appropriate priority level assigned to the incident.

   2. IGLOO will identify the nature of the incident and assign a priority level of between P1 and P4 as summarized in Table 1 and respond within time frames outlined in Table 3 below:

Priority Level	Coverage Hours	Response Time	Targeted Resolution Time	Communication Plan
Priority Level 1	24X7X365	15 minutes	2 hours	IGLOO updates Customer every 30 minutes until incident is resolved
Priority Level 2	24X7X365	30 minutes	4 hours	IGLOO updates Customer every hour until incident is resolved
Priority Level 3	5 a.m. to 7 p.m. EST, Monday to Friday	24 hours	As soon as possible during a scheduled maintenance window.	IGLOO will provide Customer a daily update.
Priority Level 4	5 a.m. to 7 p.m. EST, Monday to Friday (excluding Canadian holidays)	24 hours	Timing is determined on a case-by-case basis and mutually agreed to between IGLOO and Customer. May be fixed in the next scheduled software release or during an available maintenance window	Parties will mutually agree on a case-by-case basis.

9. **Resolution of Defects**. IGLOO's resolution of defects may take the form of new code, new or supplementary operating instructions or procedures, workarounds or any other commonly used method for correcting defects, as IGLOO deems appropriate. Customer shall be consulted during such resolution efforts that require new software code and shall have an opportunity if requested by Customer to test before use in live production. The formal acceptance process outlined in the Agreement shall be followed unless the parties agree in writing (including via email) upon an alternative.

10. **Span of Control**. In the event that Customer and IGLOO identify an incident that is determined to be caused by third-party software, IGLOO will use commercially reasonable efforts to provide workarounds to such issues that enable the Hosted Service to function properly and reduce reoccurrences of the issue. Span of control means those aspects of the Hosted Service which IGLOO can control, specifically all software, hardware and networking used to provide the Hosted Service up to and including the third-party software and hardware provided to Customer by IGLOO. IGLOO will not be responsible for Customer's LAN, LDAP, Active Directory and core networks which are not within IGLOO's span of control.

11. **Unresolved Incidents**. IGLOO will promptly escalate any unresolved incident if it has not been resolved within the timeframes set forth in this Exhibit. IGLOO shall provide Customer updates and maintain contact through the appropriate escalation contact as each incident dictates and as Customer requests escalation.

12. **Third-Party Software**. IGLOO will obtain support, at no additional cost to Customer, for any third-party products that are included in the Hosted Service that runs within the IGLOO data centre.

13. Customer Obligations. Customer will notify IGLOO one (1) week in advance for scheduled maintenance on Customer dependent services that are going to result in outages of the Hosted Service. All such communications between IGLOO and Customer, whether written or oral, must be in English.

14. Availability Of Hosted Service.

14.1   Service Availability Level. For purposes of this Agreement, "Availability" means the percentage of the total number of minutes in a calendar month that the production environment of the Hosted Service is fully operational with all features and Services in complete operation and in compliance with this Agreement including the Customer's ability to access, upload or download data on any component of the Hosted Service maintained by IGLOO via a supported web browser, but excluding schedule maintenance, upgrade periods and as otherwise described in Section 14.6 of this Exhibit C. IGLOO shall use commercially reasonable efforts to achieve Availability of the Hosted Service of at least 99.5% of the time calculated and on a calendar monthly basis as measured pursuant to Section 14.2 of this Exhibit C, IGLOO shall provide a web based report on the IGLOO support site demonstrating achieved Availability levels for the previous month.

14.2   Availability Service Level Formula. Each month, the Availability shall be calculated by IGLOO's third party monitoring tool called Pingdom ([www.pingdom.com)](www.pingdom.com). This is conditioned upon Customer having access to the monitoring tool and that the majority of the modules/components are tracked within this tool.

14.3   Computing the Service Level Score (Rounding). The measured result for Availability may require rounding in order to align with the defined scoring criteria. Where applicable, a simple rounding practice will be used. Two-decimal place accuracy will be used as the rounding precision, unless Customer has explicitly requested measurements to an accuracy of additional decimal places.

> **Example:** If the Availability measured result equalled 99.499%, then the rounding algorithm, using three-decimal play accuracy, would result in an Availability measurement of 99.50%.

14.4   Scheduled Maintenance. Customer will be notified at least seven (7) calendar days in advance of any scheduled maintenance via the IGLOO support site. The notification will provide the date, time and expected downtime of the Hosted Service.

14.5   Unscheduled Maintenance. Customer will be notified within fifteen (15) minutes of the beginning of an unexpected outage of the Hosted Service. Such notification will take the form of an email. Unscheduled maintenance may occur due to the following: (i) outages caused by hardware, software, or network issues; (ii) outages caused by Force Majeure Events; (iii) outages solely resulting from the misuse of the Hosted Service by Customer; and (iv) outages solely resulting from the failure of Customer equipment or integrations.

14.6   Exclusions and Exceptions to Downtime. Notwithstanding anything in this Exhibit C or otherwise in this Agreement, IGLOO shall not be responsible for Downtime in the Hosted Service or any other failure to achieve Availability that is caused by: (a) unavailability or delay in performance of Internet networks controlled by entities other than IGLOO or traffic exchange points that are controlled by entities other than IGLOO; (b) unavailability or delay in any connections or equipment of Customer or any Named User which are not IGLOO-managed and are used by Customer or such Named User to access the Hosted Service; (c) where the Hosted Service is unavailable or delayed as a result of the negligence or acts or omissions of Customer, its employees, contractors, agents or its Named User, including Customer's breach of this Agreement or acts or omissions of a Named User that would constitute breach of this Agreement; (d) where the Hosted Service is unavailable or delayed as a result of Customer's or Named Users' software or hardware or third party software or hardware, or both; (e)

features designated as "Alpha" or "Beta" (unless otherwise agreed to by the parties in writing); or (f) where the Hosted Service is unavailable or delayed as a result of Force Majeure, including, but not limited to, denial of service attack or other malicious or unwanted attack.

14.7   Service Commitment. If the Availability for Customer drops below 99.5% in a calendar month, Customer will be eligible to receive a Service Credit (as defined below). For the purposes of this Agreement, "**Service Credit**" means a dollar credit that is equal to the percentage set out in the Services Credits Section multiplied by one twelfth (1/12) of the annual fee for the Hosted Service, which Customer may apply against either: (i) Fees for usage of Professional Services in remainder of the Term, commencing the calendar month following the month in which Customer became eligible to receive a Service Credit, or (ii) Fees for the Hosted Service for the next contract year remaining in the Term. Service Credits do not have a cash or refund value.

14.8   Service Credit. Except as set out in a Sales Contract, IGLOO Service Credits are as follows:

	Availability	Response Time	Targeted Resolution Time
	Availability is less than or equal to <99.5%	IGLOO approved P1 or P2 incidents in which the Response Time was not met by 15 minutes or greater	IGLOO approved P1 or P2 incidents in which the Targeted Resolution Time was not met by 1 business day or greater
Service Credit	15%	1.5% per incident (inclusive)	1.5% per incident (inclusive)

14.9   **Eligibility for Service Credits**. In order to receive any of the Service Credits described above, Customer must notify IGLOO within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Customer must also provide IGLOO with server log files showing loss of external connectivity errors and the date and time those errors occurred. If Customer does not comply with these requirements, Customer will forfeit its right to receive a Service Credit.