



TERRAHUB TECHNOLOGIES INC MASTER TERMS
TerraHub Technologies Inc. (dba Credivera)
("Master Terms")

TERMS OF MASTER SERVICES AGREEMENT: in consideration of all services that Credivera agrees to provide in the Master Services Agreement and for which Customer agrees to subscribe to and pay Fees, the Parties enter into this contractual relationship subject to the following terms and conditions:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 Confidential Information:** means all information, data and financial information relating to each Party's business, commercial strategies, pricing (including the Fees in the Master Services Agreement), personnel, customers, products or services of the Party, including Electronic Documents, but excludes any information that:
- (a) was lawfully in the Party's possession before receiving it from the other Party,
 - (b) is provided in good faith to the Party by a third party without breaching any rights of the other Party,
 - (c) is or becomes generally available to, or accessible by, the public through no fault of either Party, or
 - (d) is independently developed by a Party;
- 1.2 Cover Page:** means the cover page of the Master Services Agreement;
- 1.3 Credivera Proprietary Information:** means any information disclosed by Credivera with respect to the Master Services Agreement or a proposed amendment to the Master Services Agreement which consists of information (including any copies, extracts, summaries or adaptations of such information), regardless of the form of its disclosure, that, by its nature or by the circumstances in which it is disclosed, ought reasonably to be considered to be confidential. For greater certainty, Credivera Services and Documentation, as well as the service levels, specifications, performance restrictions and data configuration requirements of the Credivera Services and any pricing for Credivera's products and/or services shall be deemed to be Credivera Proprietary Information;
- 1.4 Deployment:** Credivera's setup work required to enable Customer's access to Credivera Services (not Professional Services);
- 1.5 Fees:** All amounts payable by Customer, including Subscription, Deployment, and Professional Fees;
- 1.6 Documentation:** means any end-user instructional or supplementary materials in human or machine readable form, but only to the extent that Credivera, in its sole discretion, makes such materials generally available for commercial distribution;
- 1.7 Effective Date:** means the date that the Master Services Agreement becomes effective by and between Credivera and Customer, as identified on the Cover Page, in the absence of a specific effective date being set out, the date of signature of the Master Services Agreement by Credivera or the Stripe invoice date;
- 1.8 Force Majeure:** Events outside Credivera's control (e.g., natural disasters, war, terrorism, strikes, pandemics, Internet or utility failures);
- 1.9 Harmful Components:** means any software, code, file, script, program, or technological element that is designed to, or has the potential to, disrupt, damage, degrade, interfere with, or unauthorizedly access or extract data from systems, networks, or devices;
- 1.10 Initial Term:** has the meaning ascribed thereto in Section 5.1;
- 1.11 Intellectual Property Rights:** means all patent rights (including patent disclosures and patent divisions, continuations, continuations-in-part, reissues, re-examinations, and extensions thereof), copyright rights, and other rights in works of authorship (including registered and unregistered copyrights and unpublished works of authorship), mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence in Credivera Services, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction;
- 1.12 Services:** Credivera is a digital trust platform enabling the issuance, management, sharing, and verification of workforce credentials across regulated and commercial industries. Credivera is not a consumer reporting agency, not providing legal advice and holds no employment decision responsibility. If results are wrong/delayed/incomplete, Credivera (a) does not control source data, (b) does not warrant completeness/accuracy, (c) users must make their own decisions and comply with law, and (d) Credivera is not liable for decisions made using results. The Services include, without limitation:
- Credivera Services (web-based credential platform and web wallet)
 - Credivera Wallet (native iOS and Android wallet)
 - Credivera Verification Services (third party provided services including: identity, education, and criminal background checks)
 - Credivera Access Services (verifiable credential-based authentication)
 - Verifiable Credential Infrastructure (including DID hosting, Status Lists, and Key Manager)
 - APIs and developer tools



TERRAHUB



Credivera

Professional services delivered under a separate statement of work

- 1.13 **Professional Services:** services delivered under a separate statement of work;
- 1.14 **Party:** means Credivera or Customer and "**Parties**" means Credivera and Customer;
- 1.15 **Professional Fees:** means the amount Credivera will charge Customer for Professional Services as further set forth in Appendix "D";
- 1.16 **Professional Services:** means those services other than Deployment or provision of use of Credivera Services, that Credivera has expressly agreed to provide to Customer, and are billed separate and apart from Deployment herein and described in Section 7, if applicable;
- 1.17 **Renewal Term:** has the meaning ascribed thereto in Section 5.1;
- 1.18 **Service Levels:** means the service quality guidelines provided by Credivera as described in detail in Appendix "C";
- 1.19 **Subscription:** has the meaning ascribed thereto in Section 2.1;
- 1.20 **Subscription Fee:** means the entire amount specified in Appendix "B" payable by Customer for access and Use of Credivera Services for the duration of the Term;
- 1.21 **Support:** has the meaning ascribed thereto in Section 3.1(b);
- 1.22 **Term:** has the meaning ascribed thereto in Section 5.1;
- 1.23 **Third Party Services:** Certain Services rely on third-party providers, including identity verification, education verification, criminal background check providers, hosting providers, and analytics tools. The Services may include third-party features and functions including access through a third-party's API or may allow you to access content on a third-party website. Such features, functions or content may be subject to third-party terms and conditions and privacy policies and governed by third-party terms. Credivera holds no liability for third party services, content or APIs. You acknowledge sole responsibility for and assume all risk arising from, use of any third-party resources. Some Services provide a platform that facilitates digital identification verification, which may include document verification and facial recognition technologies, including technologies and services from our vendor Incode. Please see the Incode [Terms of Use](#) and [Privacy Policy](#), which you shall be subject separate from Credivera's Terms.
- 1.24 **Use:** Accessing Credivera Services; excludes redistribution or sublicensing;
- 1.25 **User Data:** All data submitted by Customer or its Users;
- 1.26 **User(s):** Customer's authorized users, including employees, contractors, associates, and In Network Connected Companies;

2. **GRANT OF LICENSE**

- 2.1 Subject to the payment of applicable Fees and other terms and conditions set forth in the Master Services Agreement, Credivera hereby grants a world-wide, non-transferable non-exclusive, license to Customer, to access and to Use Credivera Services ("**Subscription**") as it exists at the Effective Date for the Term at the Service Levels described in Appendix "C" and with the Support described in Section 3.1(b), on the following terms:
 - (a) The license granted in this Section 2.1 does not include any right for Customer to use, or authorize the use of, Credivera Services (and Customer covenants that it will not use, or authorize the use of, Credivera Services): (a) for the benefit of any person other than Customer or its Users. Without limiting the generality of the foregoing, Customer shall not rent, lease, lend or otherwise share the benefit of Credivera Services to or with any third party (other than its Users) or authorize any third party (other than its Users) to do so.
 - (b) Customer may not copy, modify, or create derivative works from or merge Credivera Services with or into other material to make an updated or different functionality.
 - (c) Customer shall use Credivera Services only in accordance with the Master Services Agreement, the Documentation and any instructions provided by Credivera to Customer from time to time.
 - (d) Customer is solely responsible for compliance with any applicable laws and regulations and its own contractual obligations to third parties through use of Credivera Services.
 - (e) No license is granted to Customer for any of the underlying software, source code or object code in Credivera Services.
 - (f) Customer is solely authorized to access Credivera Services via an Internet or mobile browser or through such other connections or methods that are compatible with Credivera Services, as determined by Credivera. Customer shall be responsible for procuring and maintaining all equipment (including hardware and software) and subscribing to all third-party services which are required for connection to and use of Credivera Services.
 - (g) Customer must adhere to all such specifications in configuring such connections to properly function with Credivera Services. Customer may request that Credivera assist in such configuration efforts, which assistance by Credivera shall constitute Professional Services subject to Section 7.



- (h) Credivera is in no way responsible or liable for the provision or cost of connections (or upgrades thereto) or any related hardware or software required for the use of Credivera Services. In addition, Credivera shall not be required to make modifications to or upgrade Credivera Services to facilitate the connections and shall not be responsible or liable for the ability or inability of such connections to properly function or be compatible with Credivera Services, or for such connections to perform on behalf of Customer.
- 1.1 Credivera reserves the right to, at any time and in its sole discretion, audit Customer's use of Credivera Services to ensure it is being used in accordance with the terms and conditions of the Master Services Agreement. Customer agrees to cooperate with any such audit and provide reasonable assistance and access to relevant books, records and other information necessary to confirm such compliance. To the extent Credivera determines following an audit that Customer has violated the terms and conditions of the Master Services Agreement, Credivera reserves the right to take such action as it deems necessary, including but not limited to suspending or terminating the Subscription and terminating the Master Services Agreement with immediate effect.
- (i) From time to time, Credivera may in its sole discretion add new features to Credivera Services or otherwise modify or change Credivera Services (including its functionality, its visual design and "look and feel") as long as these modifications or additions do not impair the features of Credivera Services at the Effective Date. The Subscription includes any such addition of new features, and releases, modifications, improvements, enhancements, updates or other changes that Credivera makes to Credivera Services, but Credivera shall be under no obligation to develop new releases, modifications, improvements, enhancements, updates or other changes to Credivera Services.
- 2.2 Customer is solely responsible for any User Data that is uploaded, published, displayed, linked to or otherwise made available to Customer or Users through Credivera Services, and Customer agrees and acknowledges the following:
 - (a) that Credivera Services is only a passive conduit for Customer's communication and interaction with Users and its handling of User Data;
 - (b) Credivera takes no responsibility and assumes no liability for any User Data transmitted over Credivera Services. Customer understands and agrees that any loss or damage of any kind that occurs as a result of the transmission and/or use of any User Data made available or accessed through Customer's use of Credivera Services is solely Customer's responsibility;
 - (c) Customer agrees and acknowledges that Credivera is not responsible, or liable to any User or third party, for the content or accuracy of any User Data, including but not limited to inaccurate, offensive, indecent, or objectionable User Data; and
 - (d) and Customer agrees that Credivera shall not be liable for any damages Customer and/or its end user alleges to have incurred as a result of such User Data.

3. SERVICES

- 3.1 Credivera will provide the following services to Customer in connection with the Subscription:
 - (a) Credivera will initiate the Deployment, if applicable, as described in Appendix "A".
 - (b) Credivera will provide to Customer Tier 2 and Tier 3 email and telephone support (Tier 1 support for end users will be provided by the Customer as laid out in Appendix C) for Credivera Services by Credivera technicians from 8:00am to 5:00pm MST from Monday to Friday ("**Support**"). Emails and calls received outside of Support hours will be collected and a message taken, however no action can be guaranteed until the next working day.
 - (c) In the event the Deployment of Credivera Services is beyond the scope of a typical migration or requires customization of Customer systems, in Credivera's reasonable assessment, Credivera will advise Customer, and Customer may need to enter into a Professional Service as per Section 7 for completion of Deployment.
- 3.2 Customer agrees that the Master Services Agreement does not apply any restriction on Credivera's current or future work with other individuals, companies or businesses in the same industry and target markets as Customer.
 - 3.2.1 Customer agrees that Credivera may reference Customer (through use of Customer's name and brand logo) in Credivera's marketing and promotional materials as a customer of Credivera.

4. FEES AND PAYMENT

- 4.1 In consideration of the license granted hereunder, Customer shall pay to Credivera the Subscription Fee, the Deployment Fee and the Professional Fees (if applicable).
 - 4.1.1 Credivera shall submit invoices to Customer for the Fees. Customer shall pay Credivera all Fees invoiced within thirty (30) days of receipt of an invoice. All fees shall be invoiced and paid in Canadian dollars. Any fees remaining unpaid after their due date shall bear interest at the rate of 1.5% per month (18% per annum) from such due date until paid. If customer is enrolled in auto-pay via Stripe, an automatic renewal will be processed, unless the Customer opts out 60 days before the renewal date.



- 4.2 If Customer believes any adjustments are needed with respect to any invoices received from Credivera, or if Customer has any other questions, disputes or concerns regarding any invoice provided by Credivera, Customer shall notify Credivera in writing within thirty (30) days after such invoice is received. If Customer fails to notify Credivera within such thirty (30) day period, Credivera will not be required to investigate the matter or effect any related adjustment, absent any willful misconduct by Credivera.
- 4.3 All Fees payable by Customer hereunder are exclusive of, and Customer shall be solely responsible for, any and all taxes that may be levied or for which there is an obligation to collect, in connection with this Agreement, including HST, GST, provincial sales tax, or any other taxes which may be implemented in the future.
- 4.4 Customer agrees to reimburse Credivera for any and all collection related expenses incurred by Credivera in the collection of any amounts owed to Credivera pursuant to the Master Services Agreement.

5. TERM AND TERMINATION

- 5.1 The Master Services Agreement shall become effective as of the Effective Date and shall continue in full force and effect for the period stated in Appendix B clause 1.2, unless earlier terminated in accordance with the Master Services Agreement or upon the mutual consent of the Parties (the "**Initial Term**"). Thereafter, the Initial Term shall automatically renew for successive periods equal to the Initial Term (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**"), unless either Party notifies the other of its intent not to renew upon written notice of no less than sixty (60) days prior to the end of the then-current Term.
- 5.2 The Subscription Fee for all Renewal Terms shall be in accordance to market rates at that time. Credivera, in its sole discretion will determine whether or not any further Deployment type services are required for any Renewal Term to ensure Customer and its users can continue to access Credivera Services. Any such additional Deployment type services shall constitute Professional Service.
- 5.3 Credivera may terminate the Master Services Agreement at any time upon written notice to Customer if Customer is in breach of any of its obligations, representations or warranties pursuant to the Master Services Agreement and fails to rectify such breach within thirty (30) days after receiving written notice of the breach from Credivera. Customer's failure to pay any Fees when due shall constitute a material breach of its obligations under this Section 5.3.
- 1.2 Either Party may terminate the Master Services Agreement immediately upon written notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally.
- 5.4 Upon termination or expiration of the Master Services Agreement for any reason:
- (a) all rights granted to Customer hereunder, including the license granted pursuant to Section 2.1 shall immediately terminate;
 - (b) Customer shall, as directed by Credivera, either delete, destroy or return any Credivera Proprietary Information in the possession of Customer or its Users;
 - (c) Credivera shall issue to Customer an invoice for all accrued Fees payable under the Master Services Agreement shall be immediately due upon Customer's receipt of such final invoice;
 - (d) Customer shall not be entitled to any refund of any Fees paid hereunder; and
 - (e) both Parties shall, in good faith, effect transition and decommissioning of Customer from Credivera Services with Credivera transition services to be billed as Professional Service, separate from any Subscription Fees owing. Any Fees payable on account of Professional Services to effect such transition shall be paid by Customer prior to the commencement of any such transition services.
- 5.5 In the event of a change in ownership in the corporate organization of either Party, whereby directly or indirectly, more than 50% of the voting securities or rights of the corporation are acquired by a third party, with respect to:
- (a) Customer, the purchaser of such voting securities or rights of Customer shall be liable for Customer's obligations in the Master Services Agreement for the duration of the Term; or
 - (b) Credivera, the purchaser of such voting securities or rights of Credivera under the Master Services Agreement shall continue with the Master Services Agreement for the Term.

6. THIRD-PARTY SOFTWARE & SERVICES

- 6.1 Except to the extent the third-party software includes a written warranty in its packaging, Credivera does not make any warranties or representations, either express or implied, with respect to the third-party software or any third-party service to be provided to Customer. Without limiting the foregoing, in respect of any third-party software or services, Credivera expressly disclaim any warranties of quality, performance, merchantability or fitness for a particular purpose or non-infringement, and those arising by statute or otherwise in law or from a course of dealing, usage or trade thereof.

7. PROFESSIONAL SERVICES



- 7.1 In the event Customer requires consulting and/or technical services, including but not limited to further development of Credivera Services, training services, implementation, development, customization, deployment or updates in Renewal Terms, and related services or services beyond the scope of the services set forth herein, Customer may request from Credivera the provision of additional professional services, separate and apart from the grant of Subscription herein. If Credivera agrees to provide such additional services, such additional services shall constitute Professional Services as further set forth in Appendix "D" and Customer agrees to pay Fees for such Professional Services, as further set forth in Appendix "D".

8. REPRESENTATIONS AND RESPONSIBILITIES

- 8.1 Each Party represents and warrants to the other Party that: (a) the Master Services Agreement has been duly executed and delivered by the Party and constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; (b) it has the full right, power and proper authority to enter into the Master Services Agreement and to perform its obligations hereunder and the execution and performance of the Master Services Agreement do not violate the articles, charter or by-laws of such party or any contractual obligation of such Party; and (c) it will perform its obligations under the Master Services Agreement in accordance with all applicable federal, provincial and local laws, rules and regulations of any governmental authority.
- 8.2 Credivera will:
- (a) perform the services described herein in a good and workmanlike manner, in accordance with the standards of care and diligence normally practiced by similar firms performing services and providing technology of a similar nature;
 - (b) take commercially reasonable measures to keep Credivera Services secure;
 - (c) retain all such rights and interests in and to Credivera Services as are necessary and sufficient to provide the Subscription; and
 - (d) make reasonable efforts to achieve the Service Levels in Appendix "C".
- 8.3 Customer represents and warrants that it:
- (a) is solely liable for determining whether Credivera Services is suitable for Customer, having regard to any applicable laws and regulations; and
 - (b) shall comply with all applicable laws and regulations, including but not limited to laws and regulations in respect of data protection, electronic communication, and privacy laws that apply to Customer in using Credivera Services, and Customer shall collect, store, use, and transfer all User Data relating to any end user in compliance with all applicable laws and regulations.
- 8.4 Customer shall:
- (a) cooperate with Credivera and respond to all reasonable requests in a timely way, including but not limited to during Deployment;
 - (b) make reasonable efforts to report to Credivera all malfunctions and errors it discovers in Credivera Services;
 - (c) maintain the confidentiality and security of all usernames and passwords issued to Customer and the Users;
 - (d) be responsible and liable for all activities conducted by its Users under such Users' usernames and passwords;
 - (e) immediately notify Credivera in writing if it becomes aware of any unauthorized use of any username or any other security breach regarding Credivera Services;
 - (f) not resell the Subscription or authorize any third party (other than a User) to use or access those services without Credivera's prior written consent; and
 - (g) ensure that it and the Users:
 - (i) have the knowledge, skill, technology and communications connections necessary to access and use Credivera Services, including a computer workstation or mobile browser with the minimum features specified by Credivera from time-to-time;
 - (ii) use Credivera Services in a manner consistent with all applicable laws and regulations;
 - (iii) do not hack, reverse engineer, disable, disrupt or interfere with the functioning of Credivera Services;
 - (iv) do not upload to, or transmit from Credivera Services anything that, if reproduced, published, transmitted or used, may be defamatory, threatening, abusive, obscene, pornographic, harmful or invasive of anyone's privacy, may violate any law including but not limited to copyright, trademark, trade secret, patent, privacy or other laws, or may give rise to civil or other liability;
 - (v) do not upload or transmit, or permit anything to be uploaded or transmitted, to Credivera Services any data, file or software that contains any Harmful Components; and
 - (vi) do not use Credivera Services for spamming, other advertising, other bulk message transmission or other similar activity that is objectionable to Credivera in its sole discretion.



- 8.5 Customer acknowledges that, as with all systems that permit messaging, document exchange, file upload or transmission, there is a risk that Customer or a User may send or receive a message, or upload or transmit a file, that contains Harmful Components, and that Harmful Components may cause damage to Customer's or the Users' computers, systems or electronic files, and may spread and may cause damage to other persons' computers, systems or electronic files. Credivera will take reasonable measures to guard against Harmful Components, but Credivera shall not be responsible or liable for any damages (financial or otherwise) caused to Customer or any User by any Harmful Components.

9. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PRIVACY

- 9.1 As between Credivera and Customer, Credivera owns all right, title and interest in and to all aspects of Credivera Services including the underlying software(s) that operates Credivera Services, the graphical design and "look and feel" of Credivera Services and its user interface, code libraries, data exchange systems, and all modifications, customizations and additions thereto, and all work product created by or for Credivera in association with Credivera Services, and all Intellectual Property Rights in the foregoing, excluding the User Data.
- 9.2 Customer acknowledges Credivera's ownership and Intellectual Property Rights and will not take any action to jeopardize, limit or interfere in any manner with Credivera's ownership and rights with respect to Credivera Services and the Intellectual Property Rights. Customer agrees that nothing contained in the Master Services Agreement shall be construed to restrict any of Credivera's rights of use of the same technologies, algorithms, methods, programming languages, interfaces and software architectural solutions for further work.
- 9.3 Customer and its Users may download the Documentation to the extent necessary to Use Credivera Services for the purposes of the Master Services Agreement, but Customer may not otherwise copy, reproduce, republish, post, transmit, display, perform, distribute, modify or create derivative works from the Documentation without Credivera's prior written approval.
- 9.4 Credivera does not own the User Data input or transmitted using Credivera Services. Credivera may manipulate, format, display, transmit to third parties and otherwise use the User Data as necessary to perform its obligations under the Master Services Agreement and to give effect to the Subscription granted herein, to provide Support to Customer and the Users, to develop, maintain and improve Credivera Services. Credivera acknowledges that the User Data may contain Confidential Information, and Credivera agrees not to disclose the User Data, or permit the User Data to be disclosed, except as permitted by the Master Services Agreement or as otherwise permitted or requested by Customer. Credivera will maintain the confidentiality of all User Data, and agrees to delete or destroy same upon final termination of the Master Services Agreement.
- 9.5 Either Party shall hold and maintain in strict confidence all Confidential Information of the other Party and shall: (a) use at least the same degree of care to prevent unauthorized use and disclosure of the Confidential Information as such Party uses with respect to its own Confidential Information of a similar nature, provided that in all cases, the manner and method used to prevent unauthorized use and disclosure is commercially reasonable in the circumstances; (b) use such Confidential Information only in performance of its obligations under the Master Services Agreement; and (c) not disclose or grant access to such Confidential Information to any third party without the express prior written consent of the other Party. Notwithstanding the foregoing, a Party may disclose the Confidential Information the other Party to its consultants, directors, officers and employees, but only to the extent to which such disclosure is necessary in furtherance of the Master Services Agreement, provided that such Party shall procure from such persons commitments to treat and maintain the Confidential Information in strict confidence and secrecy and to not use the information for any purpose whatsoever except in the performance of their duties in furtherance of the Master Services Agreement.
- 9.6 A Party shall provide prompt written notice to the other Party of any actual or potential unauthorized disclosure or unauthorized use of Confidential Information and shall assist the other Party in the remedying to prevent and/or stop the disclosure or use of such Confidential Information. In the event a Party becomes legally compelled to disclose any Confidential Information, such Party shall provide the other Party with prompt prior written notice of such requirement so that such Party may seek a protective order or other appropriate remedy.
- 9.7 Credivera acknowledges that in connection with providing services pursuant to the Master Services Agreement, it may be provided with, have access to, or otherwise collect on behalf of Customer, personal information (which includes all information about an identifiable individual, as defined by Canadian privacy laws). Credivera agrees:
- (a) not to use such personal information for any purpose other than as necessary to provide services pursuant to the Master Services Agreement;
 - (b) not to disclose such personal information to any person except:



- (i) authorized employees and consultants who require access to such information in order to provide services pursuant to the Master Services Agreement and who are bound by obligations of confidentiality with respect to such information;
- (ii) as authorized in writing by Customer; or
- (iii) where required by law;
- (c) to use reasonable physical, organizational and technological security measures that are appropriate having regard to the sensitivity of the information to protect such personal information against loss, theft and unauthorized access, disclosure, copying, use, modification or disposal;
- (d) to notify Customer of any enquiry received from an individual relating to, among other things, the individual's right to access, modify or correct his or her personal information;
- (e) to notify Customer of any actual or suspected loss, theft or accidental or unauthorized access, disclosure, copying, use, or modification of personal information;
- (f) upon termination of the Master Services Agreement or upon request of Customer, whichever comes first, to immediately cease all use of and securely return to Customer or, at the direction of Customer, securely dispose of or destroy all such personal information in Credivera's possession or control; and
- (g) otherwise comply at all times with applicable Canadian privacy laws in respect of such personal information.

10. NON-COMPETITION AND NON-SOLICITATION

10.1 Customer hereby agrees that during the Term and for twelve (12) months following termination of the Master Services Agreement for any reason or cause:

- (a) Customer is prohibited, either directly or indirectly, through its own directors, officers, personnel, agents, representatives or through third parties, either as an individual or as a partner or in a joint venture or as a consultant, employee, principal, organization, syndicate, company or corporation, or in any manner, from directly or indirectly offering any products or services competitive to or related to Credivera Services in any manner whatsoever; and
- (b) Customer shall not directly or indirectly, through its own directors, officers, personnel, agents, representatives or through third parties, either as an individual or as a partner or in a joint venture or as a consultant, employee, principal, organization, syndicate, company or corporation, or in any manner do or attempt to induce or cause or attempt to solicit, induce or cause any of Credivera's employees, contractors, sub-contractors or any Credivera personnel to terminate their employment or relationship with the Credivera and shall not, directly or indirectly, hire or engage or attempt to hire or engage any individual who shall have been an employee of Credivera, whether for or on behalf of Customer or for any entity in which Customer shall have a direct or indirect interest (or subsidiary or affiliate of any entity, whether as a proprietor, partner, co-venturer, financier, investor or stockholder, director, officer, employer, employee, servant, agent, representative or otherwise).

11. INDEMNIFICATION

11.1 Customer agrees to defend, fully indemnify and hold harmless Credivera and its directors, officers, employees, agents, contractors, successors and assigns from and against any and all liabilities, damages, harm, losses, costs, penalties, and expenses (including attorneys' fees) arising out of any claim, complaint, suit, proceeding, or cause of action, brought against any of them by a third party relating to or resulting from any use or misuse of Credivera Services by Customer or its User.

12. DISCLAIMER OF WARRANTIES

12.1 Credivera shall not be liable or responsible for any User Data, nor be liable to Customer or any User or any third party for any claims or damages whatsoever in connection with the User Data.

12.2 Subject to the warranties and representations made by Credivera herein, Customer's exercise of this Subscription is at Customer's sole risk and liability; Customer access and Use of Credivera Services is at Customer's own risk, and Credivera Services is provided "AS IS" and "AS AVAILABLE" to the maximum extent permitted by law. That means Credivera do not provide warranties of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. In particular, Customer acknowledges that Credivera makes no warranties with respect to:

- (a) using third-party vendors and hosting partners to provide the necessary hardware, application, networking, storage, and related technology required to run Credivera Services;
- (b) the technical processing and transmission of any User Data;
- (c) Credivera Services meeting Customer's specific requirements or expectations;
- (d) the results that may be obtained from the use of Credivera Services including but not limited to accuracy or reliability; or
- (e) statements or conduct of any third party using Credivera Services.

- 12.3** Credivera disclaims and will not be bound by any representations, warranties, conditions or guarantees whatsoever, whether express or implied, other than the ones explicitly set forth herein.
- 12.4** EXCEPT AS EXPRESSLY PROVIDED IN THE MASTER SERVICES AGREEMENT, CREDIVERA MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY HARDWARE, SYSTEM OR SERVICES THAT MAY BE UTILIZED AS PART OF THE MASTER SERVICES AGREEMENT OR OTHERWISE, AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CREDIVERA SPECIFICALLY DISCLAIMS ANY COLLATERAL WARRANTIES AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CREDIVERA DOES NOT REPRESENT OR WARRANT THAT THE HARDWARE, SYSTEM OR CREDIVERA SERVICES WILL OPERATE UNINTERRUPTED OR THAT THEY WILL BE FREE FROM DEFECTS OR ERRORS OR THAT THE HARDWARE, SYSTEM OR SERVICES ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS.

13. LIMITATION OF LIABILITY

- 13.1** CUSTOMER AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY LIABILITY ON THE PART OF CREDIVERA UNDER THE MASTER SERVICES AGREEMENT (INCLUDING FOR BREACH OF ANY PROVISION OF THE MASTER SERVICES AGREEMENT, FUNDAMENTAL BREACH OR ANY OTHER BREACH GIVING RISE TO LIABILITY OR ARISING OUT OF OR RELATED TO THE MASTER SERVICES AGREEMENT, HARDWARE, SYSTEM OR SERVICES IN ANY OTHER WAY), FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL SUBSCRIPTION FEES PAID TO CREDIVERA BY CUSTOMER IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.
- 13.2** TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CREDIVERA OR CREDIVERA SUBSIDIARIES BE LIABLE TO CUSTOMER OR ITS SUBSIDIARIES OR ANY OTHER PERSON, FIRM, CORPORATION OR ENTITY FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, LOSS OF REVENUE, WORK STOPPAGE, DATA LOSS OR COMPUTER MALFUNCTION, OR ANY DAMAGES IN THE NATURE OF LOST OPPORTUNITY COSTS OR COSTS FOR PROCUREMENT OF AN ALTERNATIVE TO THE HARDWARE, SYSTEM OR SERVICES PROVIDED UNDER THE MASTER SERVICES AGREEMENT, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR OTHERWISE, EVEN IF CREDIVERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT IN NO EVENT WILL CREDIVERA'S DIRECTORS, OFFICERS, EMPLOYEES OR SHAREHOLDERS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, ORDINARY, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES ARISING OUT OF THE MASTER SERVICES AGREEMENT. CREDIVERA SHALL NOT HAVE ANY LIABILITY REGARDING DELIVERY OR FAILURE OF DELIVERY OF ANY PACKAGE OR FREIGHT, EITHER BY OR TO CUSTOMER, OR IN RESPECT OF DELIVERIES FACILITATED BY CUSTOMER, REGARDLESS OF THE CAUSE OF SUCH LOSS OR DAMAGE.
- 13.3** IN NO EVENT SHALL EITHER PARTY HAVE LIABILITY TO THE OTHER PARTY, OR ANY OTHER THIRD PARTY, FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY ARISING OUT OF, OR RELATING TO, THE MASTER SERVICES AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK. CREDIVERA WILL NOT BE LIABLE IN ANY WAY TO CUSTOMER OR THE USERS FOR ANY DAMAGE, LIABILITY, COST OR EXPENSE INCURRED BY ANY OF THEM AS A CONSEQUENCE OF RECEIVING ANY HARMFUL COMPONENT THROUGH USE OF CREDIVERA SERVICES OR THE SERVICES OR AS A CONSEQUENCE OF AN INTENDED RECIPIENT NOT BEING ABLE TO SEND OR NOT RECEIVING A TRANSMISSION THROUGH THE USE OF CREDIVERA SERVICES OR THE SERVICES.

14. GENERAL PROVISIONS

- 14.1** Customer may only assign the Master Services Agreement with the prior written consent of Credivera, which consent will not be unreasonably withheld. The Master Services Agreement shall be binding upon and inure to the benefit of the Parties to the Master Services Agreement, and their respective successors and permitted assigns. Credivera may assign the Master Services Agreement in full without the prior consent of Customer



to a successor to all or substantially all of Credivera's business or assets, whether by way of merger, consolidation, sale of shares, sale of assets, operation of law, or otherwise.

- 14.2** The Master Services Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior proposals, agreements or understanding between the Parties, whether oral or written with respect to the subject matter. Unless made in writing and executed by duly authorized representatives of all Parties to the Master Services Agreement, no amendments or modifications to the Master Services Agreement shall be binding. The terms of any document submitted by Customer to Credivera from time to time shall be of no force or effect to the extent that they are inconsistent with the terms of the Master Services Agreement.
- 14.3** Customer has carefully read and considered the provisions of the Master Services Agreement and, having done so, agrees that any restrictions set forth herein are fair and reasonable and are reasonably required for Customer's access and Use of Credivera Services, and for the protection of the interests and business of Credivera.
- 14.4** Sections 5, 6, 8-13 and 14.12 shall survive termination of the Master Services Agreement.
- 14.5** The invalidity or unenforceability of any term or provision of the Master Services Agreement will not affect any other term or provision of the Master Services Agreement; the remaining terms and provisions will continue in full force and effect. To the extent reasonably possible, the Parties will negotiate in good faith to agree to a substitute term that will be as close as possible to the intention of any invalid or unenforceable term if rendered valid and enforceable. Regardless, the invalidity or unenforceability of any term in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.
- 14.6** Any appendices, attachments and schedules referred to in the Master Services Agreement and attached hereto or thereto are incorporated herein or into the Master Services Agreement by reference to the same extent as if set forth in full in the Master Services Agreement. In the event of any inconsistency between any appendix, attachment or schedule and the main body of the Master Services Agreement, the terms and conditions of the main body of the Master Services Agreement shall prevail unless otherwise expressly provided to the contrary in such appendix, attachment or schedule or in the Master Services Agreement.
- 14.7** Neither Party hereto shall, by mere lapse of time without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any provision of the Master Services Agreement. Failure by either party to enforce any term of the Master Services Agreement shall not be deemed a waiver of future enforcement of that or any other term in the Master Services Agreement.
- 14.8** The Master Services Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the Parties.
- 14.9** Each Party agrees to comply with all applicable laws, regulations, and ordinances relating to its performance under the Master Services Agreement.
- 14.10** The Master Services Agreement will be governed by and construed in accordance with the laws of the province of Alberta. The Parties hereby attorn irrevocably to the exclusive jurisdiction of the Alberta courts in Calgary, Alberta.
- 14.11** All notices ("**Notice**") under the Master Services Agreement shall be in writing and shall be deemed given:
- (a)** when delivered personally by hand (with written confirmation of receipt),
 - (b)** when sent by email (with written confirmation of transmission),
 - (c)** one (1) business day following the day sent by overnight courier (with written confirmation of receipt), or
 - (d)** if mailed by registered, certified or express mail, either five (5) days after the date on which the envelopes containing the Notice and copy are deposited in the mail, properly addressed, and with sufficient postage prepaid, or on the actual date of receipt, whichever is earlier, in each case at the addresses and facsimile numbers as provided on page 1 of the Master Services Agreement (or to such other address or facsimile number as a party may have specified by Notice given to the other party pursuant to this provision).
- 14.12** Except for the right of either Party to apply to a court of competent jurisdiction for interim or interlocutory relief or other provisional remedy to prevent irreparable harm pending final determination or to pursue a claim for infringement of any intellectual property right, in the event of any dispute or controversy between the Parties arising out of or relating to the Master Services Agreement (each, a "**Dispute**"), the Parties shall first attempt to resolve any such dispute or controversy by way of good faith negotiations between the Parties which negotiations should not terminate until the Dispute has been considered by a senior officer of each Party. In the event that any such dispute or controversy cannot be resolved within thirty (30) days of the commencement of negotiations between the Parties, the Parties shall be entitled to seek all remedies available to it by law or equity to resolve such dispute.
- 14.13** The Parties will execute and deliver to each other all other supplemental agreements and other instruments and take any other actions necessary to give full effect to the Master Services Agreement and to make the Master Services Agreement legally effective, binding, and enforceable as between them and as against third parties.

- 14.14** Credivera will not be in breach of the Master Services Agreement or other liable to Customer for any delay in performance or any non-performance of any obligations under the Master Services Agreement (and the time for performance will be extended accordingly) if and to the extent of the delay or non-performance is a result of *Force Majeure*. If the *Force Majeure* continues for a period in excess of ninety (90) days after it is declared as *Force Majeure*, then the Parties may terminate the Master Services Agreement.
- 14.15** Nothing in the Master Services Agreement shall constitute or be deemed to constitute one party as agent for the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.
- 14.16** All transactions concluded through Use of Credivera Services or the Internet by Customer shall be between Customer and other Parties to that transaction pursuant to the terms and conditions agreed upon by Customer and those Parties. Credivera shall not be a party to any transaction or contract concluded through Use of Credivera Services.
- 14.17** Execution and delivery of a facsimile transmission of the Master Services Agreement or execution and delivery of the Master Services Agreement in a PDF or similar document-scanning file format shall constitute, for purposes of the Master Services Agreement, delivery of an executed original and shall be binding upon the party whose signature appears on the transmitted copy. Any party so executing the Master Services Agreement hereby undertakes to originally-execute and deliver to the other party hereto a copy of the Master Services Agreement as soon as possible after execution by facsimile and execution and transmission in PDF and other document-scanning programs.