



Master Services Agreement

This Master Services Agreement ("Agreement") made effective on _____ ("Effective Date") by and between _____ (hereinafter "Customer"), with its principal address at _____ and Jatheon Technologies Inc. (hereinafter "Jatheon"), an Ontario, Canada corporation with its principal place of business at 15 Prince Arthur Avenue, 3rd floor, Toronto, Ontario, M5C, 1P1, Canada.

IN CONSIDERATION OF the definitions, terms, and conditions made in this Agreement, Customer and Jatheon agree to the following:

1. DEFINITIONS

- **"Agreement"** means this Master Services Agreement
- **"Business Day"** means a day on which banks are open in Canada open, but does not include a Saturday, Sunday or Public Holiday.
- **"Confidential Information"** means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential; (c) is specifically deemed to be confidential by the terms of this Agreement. This entire Agreement is deemed Confidential Information of Jatheon.
- **"Customer"** means the person, firm, corporation or other entity which is to receive services under this Agreement.
- **"Customer Data"** means all data of the Customer that is archived in the Jatheon Cloud platform.
- **"Exhibit A"** means the pricing information provided at the end of this Agreement.
- **"Initial Term"** means the first full year or multi-year term of the Service Period starting with the Effective Date.
- **"Jatheon"** means Jatheon Technologies Inc.
- **"Jatheon Cloud"** means the cloud-based SaaS (software as a service) provided by Jatheon for archiving data, including all or any one of the following: email, social media, instant messaging, chats, mobile text and mobile voice, MS Teams, WhatsApp and Bloomberg.
- **"Public Holiday"** means a nationally recognized holiday in Canada..
- **"Renewal Term"** means each yearly term following the Initial Term
- **"Service Period"** means the period of time, no less than one year, that Jatheon Cloud is being provided by Jatheon to Customer.
- **"Subscription"** means the fees prepayable by Customer to Jatheon for each term, no less than one year.
- **"Support"** means monitoring and technical support services provided by Jatheon to Customer for



Jatheon Cloud.

2. JATHEON CLOUD

2.1. Nonexclusive Rights

During the Service Period, Customer will receive a nonexclusive and non-assignable right to access and use Jatheon Cloud solely for Customer's internal business operations subject to the terms of this Agreement.

2.2. Reliability and Performance

Jatheon agrees that Jatheon Cloud is provisioned on AWS (Amazon Web Services) infrastructure to deliver the highest quality of performance in accordance with the industry's top privacy standards and ensures a high level of data availability of 99.99%.

2.3. Data Security

Jatheon will use industry best practices with respect to its security technologies in providing Jatheon Cloud. Jatheon has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer Data and to protect against unauthorized or unlawful disclosure or corruption of or access to such information.

2.4. Security Information Disclosure

From time to time upon Customer's request, Jatheon shall (a) provide information about the security configurations of its servers, firewalls, or security devices and (b) verify where the confidential information is stored.

2.5. Product Changes

Jatheon may, in its sole discretion, make any changes to Jatheon Cloud that it deems necessary or useful to:

- a. Maintain or enhance its quality of delivery to Customer, its competitive strength, and/or its efficiency or performance.
- b. Change or discontinue features of Jatheon Cloud obtained through a third party partnership which for reasons outside of Jatheon's control will be altered or discontinued.
- c. Comply with applicable laws

Jatheon shall provide at least 12 months of advance notice of discontinuing material functionality of Jatheon Cloud that the Customer is using, except that this notice will not be required if the 12 month notice period would pose a security or intellectual property issue to Jatheon or Jatheon Cloud; is economically or technically burdensome; or would cause Jatheon to violate legal or regulatory requirements.

2.6 Customer Responsibility



The Customer shall be responsible for all uses of any Jatheon Cloud account that Customer has ordered, whether or not the Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use.

2.7. Loss of Customer Data

Jatheon shall not be responsible for any loss of any Customer Data due to any irresponsible or uninformed act by the Customer.

2.8 Right of Ownership

Jatheon shall own and retain all rights, title, and interest in any kinds of services, software, applications, inventions, or other technology developed in connection with Jatheon Cloud.

2.9 Software Releases

Jatheon will make available all software updates automatically when released during the Service Period. Jatheon Software updates to the Jatheon Cloud platform include new features and functionality, changes and improvements to fix known defects, and improvements to the operational quality of the platform, all as generally made available by Jatheon to the Customer from time to time.



3. SUPPORT

3.1. Monitoring and Technical Support

Jatheon will provide Support as described herein for Jatheon Cloud as needed, providing that Customer remains in good standing in payments under the Agreement.

3.2. Standards of Support

At all times, Jatheon hereby covenants to Customer that all Support provided hereunder shall be performed in a professional, competent manner and with the skill level to perform all Support services described in this Agreement and in accordance with industry standards and applicable law and regulation.

3.3. Support by Telephone, Email and Chat.

Jatheon will use commercially reasonable efforts to provide Support via chat, telephone and email in service of Jatheon Cloud.

3.4. Support Availability and Response Times

Support services are provided by telephone, email and chat 24/7, 365 days a year. Jatheon shall respond to all Customer inquiries within:

- a. one hour for issues that impact multiple users, Jatheon Cloud is down, major functionality is unavailable or materially impacted by performance issues and no workaround is available;
- b. 12 hours where the issue impacts multiple or single users, intermittent disruption of Jatheon Cloud or important features are unavailable but a workaround is available;
- c. two business days where a minor feature is unavailable, there is a minor performance impact, or the Customer makes a routine request.

3.5. Scope of Telephone Support. Jatheon's telephone Support provides assistance with questions, issues or problems related to Jatheon Cloud configuration and functionality. Jatheon reserves the right to limit the number of calls in the case where the Customer is consuming a commercially unreasonable amount of Jatheon Support resources.

3.6. Monitoring. Jatheon shall monitor Jatheon Cloud infrastructure and provide Support if any issues arise that impact the Customer's use of Jathon Cloud.

3.7. Jatheon Access

Customer agrees that Jatheon's Support engineers may need to obtain access to Customer's Jatheon Cloud platform in order to provide certain types of Support under this Agreement. Such access shall require compliance by Customer with standard technical procedures as defined by Jatheon and granting Jatheon all necessary authorizations by Customer to perform such Support.

4. Security



4.1. Best Practices

Jatheon will use industry best practices with respect to its security technologies in providing Jatheon Cloud. Jatheon has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, to preserve the security, integrity, and confidentiality of Customer Data, and to protect against unauthorized or unlawful disclosure or corruption of or access to such information.

4.2. Verification of Customer Data

From time to time, upon Customer's request, Jatheon shall provide information about the security of its servers, firewalls, or security devices and verify where the Customer Data is stored.

4.3. Location of Customer Data

Jatheon shall maintain all Customer Data in the country agreed upon by Customer and Jatheon in this Agreement, which shall be construed to include the physical location of relevant storage devices, data centers, and core servers owned, operated, or otherwise controlled by or on behalf of Jatheon.

4.4. Breach in Security

Jatheon shall promptly (and in no event longer than two (2) Business Days following its discovery thereof) notify Customer in writing of any breaches of its security safeguards or of any unauthorized or unlawful disclosure or corruption of Customer Data. In the event of a breach of Jatheon's systems or databases, Jatheon shall comply with any applicable privacy or other laws related to a data breach. Jatheon will work with Customer in good faith on such notifications. Jatheon will also provide corrective action in response to the data breach to prevent future occurrences and report to Customer the corrective actions taken. Jatheon will cooperate with Customer in the event of any legal action or regulatory inquiry related to or arising out of the data breach.

5. Payments

5.1. Customer Invoice and Payment

Jatheon shall invoice Customer 30 days in advance for Subscription payable under this Agreement. Jatheon will submit all invoices via email to Customer. All undisputed amounts payable by Customer under this Agreement shall be payable within 30 days after receipt of invoice, except as may be otherwise agreed by the parties in writing.

5.2. Late Payment Penalty

Interest at the rate of 1.5% per month (18% per annum) shall be payable by Customer from and after the date upon which any payments are due and payable.

5.3. Suspension

In addition to any other rights or remedies Jatheon may have under this Agreement, Jatheon may suspend or discontinue the Customer's use of Jatheon Cloud under this Agreement in the event that Jatheon does not receive payment within 60 days after such amount becomes due and payable.

6. Term and Termination



6.1. Term of Agreement

The term of this Agreement is delineated as follows:

- a.** The Initial Term will be the period commencing on the Effective Date and expiring on either the one year anniversary of the Effective Date or
- b.** the multi-year anniversary of the Effective Date in the case of a multi-year term.

Such Initial Term shall be extended for additional one year Renewal Terms unless Customer gives Jatheon at least thirty (30) days prior written notice of its intent not to renew at the end of the Initial Term or any then current Renewal Term. The Initial Term and any Renewal Term together shall be deemed the Term of the Agreement.

6.2. Termination of Agreement

Either party may terminate this Agreement and any license granted under or pursuant to the Agreement by written notice to the other party upon the following events:

- a.** any breach by the other party of this Agreement or any other agreement between the parties that has not been cured within thirty (30) days after receipt of notice of such breach
- b.** the termination of the business of other party
- c.** if the other party is adjudicated bankrupt or insolvent or makes an assignment for the benefit of its creditors, if proceedings in bankruptcy are instituted against it or a receiver of its property is appointed, or execution against it or its property remains unsatisfied for such period as would permit its property or any substantial part thereof to be sold;
- d.** proceedings are commenced to wind up, dissolve, liquidate or reorganize the other party, or for an arrangement in respect of such party.

6.3 Reinstatement

If payment by Customer under this Agreement is late or has lapsed for a period of time, or this Agreement has otherwise been suspended by Jatheon for nonpayment or terminated by notice of non-renewal given by Customer, Jatheon Cloud will be reinstated under this Agreement upon full payment of all past due Subscription owing.



7. Pricing

7.1 Pricing of Jatheon Cloud

Jatheon Cloud pricing, with the specific data types to be archived on the Jatheon Cloud platform, is represented in Exhibit A of this Agreement.

7.2 Increase in Pricing

From time to time, at its sole discretion, Jatheon may elect to increase pricing of Jatheon Cloud. If pricing increases are made at any time within the Service Period, Customer's pricing will not be changed. Customer will be notified of such increases during the Service Period three months prior to the expiration of the Service Period or at the time of the increase, whichever is later.

8. Notices

8.1 Communication between Parties

All notices, consents, and other communications between Jatheon and Customer under or regarding this Agreement must be in writing via email. All communications will be deemed to have been received on the date actually received.

8.2 Change of Address

Either party may change its address by giving written notice of the new physical address and/or email address to the other party in accordance with this section.

9. Assignment

9.1. Assignment Terms

Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction.

9.2. Successors and Permitted Assigns

In the event of a merger, reorganization, consolidation, sale of assets or similar transaction by either party, this Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

10. Third-Party Service Provider

Jatheon may, from time to time, host and/or maintain a product or feature using a third party technology service provider. Jatheon cannot offer any additional or modified procedures to Customer other than those put in place by such technology provider with respect to such technology service.

11. Confidentiality

During the term of this Agreement and for 5 years thereafter, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to



exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

12. Taxes

12.a. Payment

The Subscription specified by Jatheon for Jatheon Cloud under this Agreement does not include any present or future sales, use, goods and services, harmonized, excise, value added, business transfer or similar taxes, whether federal, provincial or state, and all such taxes shall be paid by Customer or Customer shall provide Jatheon as the case may be with evidence of exemption therefrom. All amounts to be paid by Customer are payable as invoiced.

12.b. Responsibility of Customer

Any taxes (including income, stamp and turnover or value-added taxes), duties, fees, charges or assessments of any nature levied by any governmental authority outside Canada in connection with transaction, whether levied against Customer, against Jatheon or its employees, subcontractors or their employees, shall be the responsibility of Customer and shall be paid directly by Customer to the governmental authority concerned. If Jatheon, subcontractors, or the employees of any of the foregoing, are required to pay any such levies and/or fines, penalties, or assessments in the first instance, or as a result of Customer's failure to comply with any applicable laws or regulations governing the payment of such levies by Customer, the amount of any payments so made, plus the expense of currency conversion, shall be promptly reimbursed by Customer upon submission of Jatheon's invoices therefore.



13. Limitation of Liability

JATHEON DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES IN RESPECT OF THIS AGREEMENT AND THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT WILL JATHEON OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, USE OR DATA (INCLUDING DATA LOSS DUE TO THE FAILURE OF JATHEON CLOUD), COST OF CAPITAL, DOWNTIME COSTS, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR APPLIANCE, EVEN IF JATHEON OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL JATHEON'S OR ITS SUPPLIERS' CUMULATIVE LIABILITY TO CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO JATHEON FOR SERVICES UNDER THIS AGREEMENT DURING THE PRIOR 12 MONTH PERIOD.

The limitations and exclusions of liability contained in this Agreement shall apply in respect of any actions, claims, demands, awards, judgments, settlements, damages, losses, costs, liabilities or expenses whether for breach of contract, breach of warranty, tort (including negligence or strict liability) or otherwise, and regardless of any allegation of breach of fundamental term, fundamental breach or failure of essential purpose.

14. Indemnification.

14.a. Indemnification by Jatheon

Jatheon agrees to indemnify, defend, and hold harmless Customer and its respective officers, directors, agents, and employees from any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising out of or as a result of any claim by a third party to the extent arising from (i) its gross negligence, willful misconduct or fraudulent activities, (ii) its material breach of this Agreement, (iii) its material breach of applicable law in performing the services described herein, (iv) any claim that, in each case, Customer's use of Jatheon Cloud or any other materials, information, or intellectual property in the form delivered by Jatheon violates any intellectual property, rights of any third party, or (v) if Jatheon has been negligent in its supervision of its employees, agents and contractors providing services on Customer's premises (including without limitation, not abiding by Customer's request to exclude a specific individual from Customer's premises).

14.b. Indemnification by Customer

Customer agrees to indemnify, defend and hold harmless Jatheon and its respective officers, directors, agents, contractors and employees from any and all claims, damages, liabilities, costs, and expenses, including reasonable attorney' fees and litigation expenses, arising out of or as a result of any claim by a third party to the extent arising from (i) its material breach of this Agreement, (ii) its material breach of



applicable law in connection with performing any of its obligations herein, (iii) any claim that Customer's logos, marks, or any other information, materials or intellectual property in the form delivered by Customer to Jatheon violates any intellectual property rights of any third party.

14.c. Indemnification Conditions

A party seeking indemnification under this section shall promptly notify the other party of the claim; give the other party sole control of the defense and settlement of the claim; and provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.



15. Excusable Delay

Neither party shall be in breach of any of its obligations under this Agreement where failure to perform or delay in performing any obligation is due, wholly or in part, to a cause beyond its reasonable control; an act of God, an act or omission of any governmental authority, governmental priorities, riots, strike or other labour disputes, fires, flood, sabotage, earthquake, storm, terrorist attack, epidemic; or inability due to a cause beyond Jatheon's reasonable control to obtain necessary instructions or information from the other party. The foregoing shall apply even though any such cause exists at the time of the order or occurs after either party's performance of its obligations under the Agreement is delayed by another cause.

16. Severability

If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

17. Publicity

Jatheon may include Customer's name and logo in its customer lists and on its website. Upon signing, Jatheon may issue a high-level press release announcing the relationship and the manner in which Customer will use Jatheon Cloud. Jatheon shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.

18. General

18.a. Place of Jurisdiction

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario Canada. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement and to the matters provided for herein. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario Canada. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

18.b. Waiver

EACH PARTY HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ANCILLARY AGREEMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the services to be provided under this Agreement, and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal, including, without limitation, and purchase order from Customer. This Agreement ensures to the benefit of and binds the parties and their respective heirs, executors, administrators, personal and legal



representatives, successors and permitted assigns. The parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only.

Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

Executed as of the Effective Date specified above.



Jatheon Technologies Inc.
Signature:
By:
Title
Date:

Customer: [Company.Name]
Signature:
By:
Title:
Date: