



MASTER SERVICES AGREEMENT

The documents describe the relationship between 360insights (Canada) Ltd. ("360insights") and the Client. The Schedules attached to this Signature Page are: General Terms; Schedule A (Definitions); Schedule B (Data Protection Agreement); Schedule C (Summary of Insurance Cover); Schedule D (H.S.T. Certification); Schedule E (Program Schedules); Schedule F (Order Form); Schedule G (Statement of Work) and Schedule H (Service Level Addendum).

This Signature Page, the General Terms, and all attached Schedules, as they may be amended from time to time, constitute the Master Services Agreement (the "MSA").

The MSA will become effective as of the date these terms are accepted (the "Effective Date").

ARTICLE 1—SCOPE OF SERVICES

1.1 **Scope of Services.** In consideration for the Fees, 360insights will provide the Services in accordance with the requirements and specifications set forth in the Agreement. Schedule E (Program Schedules) defines the Services to be provided by 360insights to Client. Schedule F (Order Form) and Schedule G (Statement of Work) define: (i) Fees and payment terms relating to the Services; (ii) the period during which the Services will be provided; and (iii) additional terms and conditions. One or more Order Forms or SOWs may be entered into, and each will be clearly and uniquely identified. 360insights will not begin work on any Services prior to the execution of this MSA and an Order Form or SOW. In the event of any conflict between this MSA and an Order Form or SOW, the MSA will control, unless the Order Form or SOW expressly states that such provision is intended to override the terms of the MSA. Services under the Agreement may be provided by 360insights or any of its Affiliates. 360insights may also engage subcontractors, subprocessors, agents, vendors, or other third parties (collectively, "Subprocessors") to assist with the performance or delivery of the Services. 360insights will remain fully responsible for compliance by its Affiliates and Subprocessors with the terms of the Agreement.

1.2 **Change Order General.** Either Party may propose changes to the scope or execution of the Services but no proposed changes will come into effect until a relevant Change Order has been signed by both Parties. A Change Order will be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Services;
- (b) the Fees;
- (c) the timetable for the Services; and
- (d) any of the other terms of the relevant SOW or Order Form.

1.3 **360insights Change Order.** If 360insights wishes to make a change to the Services it will provide a draft Change Order to the Client.

1.4 **Client Change Order.** If the Client wishes to make a change to the Services:

- (a) it will notify 360insights and provide as much detail as 360insights reasonably requires; and
- (b) 360insights will, as soon as reasonably practicable after receiving the information at Section 1.4(a), provide a draft Change Order to the Client.

1.5 **Effecting the Change Order.** If the Parties:

- (a) agree to a Change Order, they will sign it and that Change Order will amend the relevant SOW or Order Form; or
- (b) are unable to agree a Change Order, either Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Section 11.15.

1.6 **Change Order Fees.** 360insights may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to 360insights' hourly rates.

1.7 **Affiliates.** Any Affiliate of Client and 360insights, in their respective countries, may procure Services under the Agreement by entering into an Order Form that specifically provides that it is governed by the terms of the Agreement. If Affiliates of the Parties enter into an Order Form referencing the terms of the MSA: (i) with respect to such Order Form all references to Client and 360insights in the MSA will be deemed to be to such Client Affiliate or 360insights Affiliate; (ii) such Client Affiliate and 360insights Affiliate will be solely responsible for its own obligations, including without limitation all charges incurred in connection with such Order Form; and (iii) each such Order Form together with the MSA will constitute a distinct contract enforceable according to its terms between the 360insights Affiliate and the Client Affiliate that executed the Order Form.

ARTICLE 2—CLIENT OBLIGATIONS

2.1 **Program Approval.** Client is responsible for approving all Programs and the Program mechanics, and 360insights will act on the Client's instructions to administer such Programs.

2.2 **Promotional Contest.** In the event the Client administers a Promotional Contest using 360insights' Services, the Client shall require, as a condition for allowing entry into the Promotional Contest, the contestants to (a) release 360insights from all liability whatsoever arising from or related to the Promotional Contest, and (b) acknowledge that the Promotional Contest is "in no way sponsored, endorsed by, or associated with 360insights."

2.3 **Client Marketing Collateral.** If applicable, Client will make available in a timely manner at no charge to 360insights all Client Marketing Collateral. Client represents and warrants that it owns or otherwise has sufficient right to grant 360insights access to and use of the Client Marketing Collateral in accordance with the terms of the Agreement. Client will be responsible for, and assumes the risk of, any delays or expenses resulting from corrupt, inaccurate, incomplete or inconsistent Client Marketing Collateral provided to 360insights. Other than as required to fulfill its obligations under the Agreement, 360insights will not change, modify or delete any Client Marketing Collateral.

ARTICLE 3—RETAINED RIGHTS

3.1 **Ownership of Client Brand and Client Content.** Client retains all right, title and interest in and to the Client Brand and Client Content. Client is solely responsible for all Client Content. Subject to the foregoing, Client grants to 360insights a limited, non-exclusive, non-transferable right and licence during the Term to use the Client Brand and Client Content provided by Client for the purpose of performing 360insights' obligations under and in accordance with the Agreement.

3.2 **Ownership of 360insights Content etc.** 360insights and its third-party licensors (where applicable) own all right, title and interest, including all related intellectual property rights in and to 360insights Content, enhancement requests, feedback, recommendations or other information that is developed, created, authored, conceived, reduced to practice or acquired by 360insights whether provided by Client or others relating to the Services. Client further acknowledges that 360insights retains the right to use the foregoing for any purpose in 360insights' sole discretion.

3.3 **License for Documentation.** In the event 360insights provides Documentation to Client, subject to Client's compliance with the restrictions set forth in Section 3.4, 360insights hereby grants Client a non-exclusive license to reproduce and use the Documentation solely for Client's internal business purposes and in accordance with the Agreement.

3.4 **Restrictions on License for Documentation.** Copies of the Documentation created pursuant to the Agreement are licensed, not sold, and Client receives no title to or ownership of any copy or of the Documentation itself. Furthermore, Client receives no rights to the Documentation other than those specifically granted above in Section 3.3. Client receives no right to and shall not: (a) modify, create derivative works from, distribute, publicly display, or publicly perform, the Documentation; (b) sublicense or otherwise transfer any of the rights granted in Section 3.3. 360insights grants the license in Section 3.3 under copyright and also, solely to the extent necessary to exercise such rights, under patent and any other applicable intellectual property rights.

ARTICLE 4—FEES & PAYMENT

4.1 **Fees.** Unless otherwise stipulated in an Order Form, all Fees set out in the Agreement are expressed and payable in immediately available funds in **USD**.

4.2 **Adjustment for CPI.** On the first anniversary of the Effective Date and annually thereafter during the Term, Fees will be increased by the increase in the consumer price index for **the United States of America** over the prior 12 months.

4.3 **Timing of Payments.** In consideration for the Services granted to Client, Client will pay to 360insights all Fees stipulated in each separate SOW or Order Form pursuant to payment schedules and instructions specified therein. All invoices will be delivered to Client electronically. Client will provide 360insights with complete and accurate billing and contact information and will notify 360insights in writing of any changes within 10 business days of any such change.

4.4 **Requests to Redirect Payments.** 360insights is very unlikely to change bank details and will only do so after written and verbal confirmation with the Client. Client will not accept any changes to bank details, unless 360insights has supplied Client with the code word "Tilt Cove". If Client receives any communications attempting to change bank details, there is a risk that this is fraudulent, and Client should contact 360insights immediately both by phone and email, using contact details that Client is familiar with. 360insights will not be responsible for any amount paid by Client to a wrong or fraudulent account.

4.5 **Taxes.** The price for the Services does not include taxes which, if applicable, will be clearly specified on any invoice. Client will be responsible for payment of any taxes that 360insights is required to charge to Client in respect of the Services. Except as required by law, Client will make all payments to 360insights without reduction for withholding taxes. Neither the Client nor 360insights will be responsible for taxes imposed on either Party's income or arising from the employment or contractual relationship between either Party's officers, directors, employees, agents or subcontractors.

4.6 **Late Payments; Interest; Suspension.** Any undisputed amounts invoiced but not paid when due will accrue interest at one percent per month, compounded (12.68% annually) from the due date until paid. If Client fails to pay any undisputed amounts due

on or before the applicable payment due date, 360insights may suspend the Services and, if the delinquency continues for an additional 30 days after the initial suspension date, 360insights may terminate the Agreement. Fees and interest will continue to accrue during any such suspension.

4.7 **Invoice Disputes.** If Client disputes any portion of an invoice or any other amount due under the Agreement, Client will notify 360insights within 30 days after receipt of the invoice with an explanation of the nature of the dispute. Unless a written notice of a dispute as to invoiced or due amounts is received by 360insights within such 30-day period, the invoice or amount due will be deemed correct and payable in full by Client.

ARTICLE 5—WARRANTY AND WARRANTY LIMITATIONS

5.1 **Service Warranty.** 360insights represents and warrants that it has the necessary rights and consents to perform its obligations under the Agreement and that the Services will:

- (a) be provided in a professional and workmanlike manner with personnel having the requisite knowledge, skill and experience to perform the Services; and,
- (b) materially conform to the specifications and requirements set forth in the Agreement and the applicable Order Form(s) and/or Statement(s) of Work.

5.2 **Limitation of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN SECTION 5.1 OR IN ANY APPLICABLE ORDER FORM OR SCHEDULE, 360INSIGHTS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES ARISING UNDER ANY OTHER LEGAL REQUIREMENT. 360 INSIGHTS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. 360INSIGHTS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OF ANY NATURE, KIND OR EXTENT RESULTING FROM SUCH PROBLEMS.

ARTICLE 6—INDEMNIFICATION OBLIGATIONS

6.1 **360insights' Indemnity Obligations for Infringement or Misappropriation of Intellectual Property Rights.** 360insights will indemnify and defend Client, its Affiliates, and each of their respective officers, directors, employees, contractors, agents, representatives, successors and assigns (each, a "**Client Indemnitee**") from and against any and all losses, costs (including reasonable legal fees) or damages actually incurred by any Client Indemnitee to the extent arising out of a direct infringement claim by any third party that the Services, or Client's use thereof in compliance with Article 2 and any other Client Obligations in the Schedules, directly infringes such third party's patents, or infringes or misappropriates, as applicable, such third party's patent, copyright, trade secret or other intellectual property or proprietary rights under applicable laws of any jurisdiction in which the Services under the Agreement are provided, delivered, received or used, provided that Client promptly notifies 360insights in writing of the claim, cooperates with 360insights, and allows 360insights sole authority to control the defence and settlement of such claim. If such a claim is made or appears possible, 360insights will, at 360insights' sole discretion, enable Client to continue to use the Services, or modify or replace any such infringing material to make it non-infringing. If 360insights determines that none of these alternatives is reasonably available, Client will, upon written request from 360insights, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim.

6.2 360insights' obligation to indemnify and defend pursuant to Section 6.1 will not apply if Client is in breach of the Agreement or if the alleged infringement arises from:

- (a) modification of the Services by Client, but only if infringement would not have occurred absent such modification;
- (b) combination, operation or use of the Services with other software, hardware or technology not provided or recommended by 360insights, but only if infringement would not have occurred absent such combination, operation or use;
- (c) use of a superseded or altered release of the Services, if such infringement would have been avoided by the use of a then-current release of the Services, as applicable, and if such then-current release has been made available to Client;
- (d) use of Client Marketing Collateral in accordance with the requirements given by Client if infringement would not have occurred absent such Client Marketing Collateral; or
- (e) compliance with Client requests.

6.3 **360insights' Cap to Indemnification.** 360insights is not required to spend more than \$250,000 pursuant to Section 6.1, including, without limitation, on court fees, attorneys' fees, settlements, judgments, and reimbursement of costs.

6.4 **Client Indemnity Obligations.** Client shall indemnify 360insights, its Affiliates, or each of their respective officers, directors, employees, contractors, agents, representatives, successors and assigns for any losses, costs (including reasonable legal fees) or damages incurred for:

- (a) any claim by any third party that arises from or is related to (i) a breach of the Agreement by the Client; (ii) the Client's use of the Services in combination with other technology not provided by 360insights; (iii) 360insights's use of Client Marketing Collateral or 360insights' compliance with Client requests; or (iv) any Client administered Service where the Client's administration of such Service caused the Claim; and,
- (b) any loss of data, security breach, fraud or introduction of malware, viruses or malicious code to the Services arising from Client's use of the Services.

ARTICLE 7—EXCLUSIONS FROM AND LIMITATIONS OF LIABILITY

7.1 **Exclusions of Remedies.** IN NO EVENT WILL 360INSIGHTS BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, MORAL, PUNITIVE OR EXEMPLARY DAMAGES; LOSS OF PROFITS, USE OR REVENUE; BUSINESS INTERRUPTION; OR LOSS OR CORRUPTION OF DATA, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THE AGREEMENT EXCLUDES THE LIABILITY OF 360INSIGHTS FOR DEATH OR PERSONAL INJURY CAUSED BY 360INSIGHTS' NEGLIGENCE; OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

7.2 **Limitation of Liability.** EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THE AGREEMENT, LIABILITY FOR BREACH OF CONFIDENTIALITY, LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, OR LIABILITY FOR BREACH OF THE DATA PROTECTION AGREEMENT (COLLECTIVELY, "**EXCLUDED CLAIMS**"), THE CUMULATIVE LIABILITY OF 360INSIGHTS FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), BY STATUTE, OTHER LEGAL THEORY, OR OTHERWISE HOWSOEVER ARISING, WILL NOT EXCEED THE FEES PAID TO 360INSIGHTS BY CLIENT IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. NO ACTION OR PROCEEDING RELATING TO THE AGREEMENT MAY BE COMMENCED BY THE CLIENT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ARISES. IN THE CASE OF EXCLUDED CLAIMS, THE LIABILITY OF 360INSIGHTS WILL NOT EXCEED THE AMOUNT OF AVAILABLE INSURANCE REQUIRED TO BE MAINTAINED UNDER THE AGREEMENT, AS OUTLINED IN ARTICLE 10.

7.3 **Essential Basis of the Agreement.** Each Party acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Article form an essential basis of the Agreement and that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in the Agreement.

ARTICLE 8—TERM, RENEWAL AND TERMINATION.

8.1 **Term.** The Term of the Agreement is 1 year from the Effective Date, unless otherwise renewed or terminated in accordance with the provisions of the Agreement (the "**Term**").

8.2 **Renewal.** The Agreement will automatically renew for successive one-year terms, unless either Party provides written notice of its desire not to renew at least 60 days prior to the expiration of the Term or any renewal. In the event that one or more Order Forms cause a Program to extend beyond the Term or any renewal, 360insights may, at its sole discretion: (i) extend the Agreement to co-terminate with the specific Order Form; (ii) end the Order Form(s) effective upon the expiration of the Term or any renewal; or, (iii) engage Client in contract renewal discussions.

8.3 **Termination for Breach.** Either Party may, at its option, terminate the Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within 30 days of receipt of such notice, and the Agreement will terminate in the event that such cure is not made within such 30-day period.

8.4 **Effect of Termination.** Upon any termination of the Agreement: (i) Client and Client Administrators will immediately discontinue all use of the Services and any 360insights Content or 360insights Confidential Information; (ii) Program Users will immediately discontinue access to the Services; (iii) Client will delete any 360insights Confidential Information from Client's computer storage or any other media including, but not limited to, online and off-line libraries; (iv) Client will return to 360insights or, at 360insights' option, destroy, all copies of any 360insights Confidential Information then in Client's possession; (v) Client will promptly pay to 360insights all Fees for the Services to the date of termination as well as any fees or expenses arising out of or incurred in relation to termination; (vi) 360insights will return to Client, or at Client's option, destroy any Client Confidential Information and Client Content then in 360insights' possession (or its Affiliates or contractors who perform under the Agreement); and (vii) 360insights will provide to Client the Termination Data File. Any provisions of the Agreement, which by their nature are

intended to survive termination, will continue after termination, including but not limited to Articles 7, 9, and 10 and this Section 8.4. Following termination or expiration of the Agreement, for the avoidance of doubt, each Party will remain liable for any claims, actions or obligations that arose prior to termination or expiration (e.g., post-termination indemnification claims, and damages for breach occurring prior to expiration or termination).

8.5 **Transition Assistance.** Upon the termination or expiration of the Agreement or any Order Form for any reason other than Section 8.3, 360insights will, upon 90 days' prior written notice and in consideration of a fee of US\$5,000, provide to Client all Client Content and a Termination Data File in the form and format that the content is stored within the 360insights system (the "**Transition Assistance Services**"). Additional Transition Assistance Services beyond those specified herein may be provided at 360insights' sole discretion and will be subject to additional fees as agreed between the Parties.

ARTICLE 9—TREATMENT OF CONFIDENTIAL INFORMATION.

9.1 **Ownership of Confidential Information.** The Parties acknowledge that during the performance of the Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

9.2 **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use Confidential Information of the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination; (iii) that neither Party will create any derivative work from Confidential Information of such Party by the other Party; and (iv) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information as confidential.

9.3 **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Section 9.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed through no fault of the recipient without breach of an obligation of confidentiality or other restriction on disclosure; (ii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iii) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (iv) is independently developed by the recipient without the use of the other Party's Confidential Information; or (v) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or to establish a Party's rights under the Agreement, including to make such court filings as it may be required to do. Client also acknowledges and agrees that 360insights may freely use any comments, ideas or error reports provided by Client, Program Users or Client Administrators to 360insights that relate to the Services.

9.4 **Remedies.** The Party receiving Confidential Information under the Agreement acknowledges that the remedies of the Party disclosing the Confidential Information at law for money damages may be inadequate in the event of a breach or threatened breach of these confidentiality obligations. The disclosing Party will be entitled to seek a temporary restraining order, injunctive relief or other equitable relief in the event of any such breach or threatened breach.

9.5 **Duration of Confidentiality.** The obligations of confidentiality in the Agreement will survive for three years beyond the expiration or termination of the Agreement except for the obligations of confidentiality regarding the Parties' trade secrets, which will survive indefinitely, and the obligations of confidentiality for Personal Data, which will survive for that period of time required by Applicable Data Protection Laws.

9.6 **Data Protection Agreement.** Where applicable, both Parties will comply with the terms and conditions set forth in **Schedule B** (Data Protection Agreement).

ARTICLE 10—INSURANCE

10.1 **Insurance Coverage.** 360insights will maintain, at its sole cost at all times while performing the Services, insurance coverages similar to those listed on **Schedule C** (Summary of Insurance Cover). Any deductibles associated with the insurance coverage set forth above will be assumed by 360insights, at its sole cost.

10.2 **Certificates of Insurance.** Upon Client's request, 360insights will provide to Client a copy of the corresponding certificates of insurance reflecting such coverage and will certify that the insurance coverages set forth above are in full force and effect.

ARTICLE 11—MISCELLANEOUS.

11.1 **Governing Law and Venue.** The Agreement will be governed in all respects, including validity, interpretation and effect by, and will be enforceable in accordance with the laws of the province of Ontario without regard to its conflict of laws principles. With respect to any action commenced to interpret or enforce the terms of the Agreement, each of the Parties irrevocably submits to the nonexclusive jurisdiction of the courts of that same jurisdiction. Each Party irrevocably agrees that service of process may be

made upon it by any means allowed by the governing law. Venue for any legal proceeding relating to or arising out of the Agreement will be the administrative capital of that same jurisdiction; provided, however, 360insights may bring such action in any which has subject matter jurisdiction over the dispute. Each Party waives all questions of personal jurisdiction for the purpose of carrying out this provision. No implied covenant of good faith or statutory duty of fair dealing will be used to alter the express terms of the Agreement.

11.2 **Waiver of Right to Jury Trial.** The Parties waive any right to demand or have trial by jury in any action relating to the Agreement in which the other is a party.

11.3 **Entire Agreement.** The Agreement sets forth the entire agreement of the Parties with regard to the subject matter hereof, and supersedes, replaces, and controls with respect to any and all prior oral or written agreements or understandings between the Parties as to the subject matter of the Agreement. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth in the Agreement.

11.4 **Amendments.** No modification of the Agreement will be valid unless it is in writing and signed by authorized representatives of both Parties. No previous course of dealing will be admissible to explain, modify, or contradict the terms of the Agreement.

11.5 **Time Limits.** The Parties agree that the time limits set out in the Agreement will be strictly enforced.

11.6 **Waivers.** Failure on the part of any Party to the Agreement to complain of any act or failure to act of any Party to the Agreement or to declare such Party in default, irrespective of how long such failure continues, will not constitute a waiver by the non-defaulting Party of its rights hereunder. Each and every waiver of any covenant, representation, warranty or other provision of the Agreement must be in writing and signed by each Party whose interests are adversely affected by such waiver. No waiver granted in any one instance will be construed as a continuing waiver applicable in any other instance; and without limiting the generality of the foregoing, the waiver by either Party of a breach of any provision of the Agreement will not operate or be interpreted as a waiver of any other or subsequent breach

11.7 **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision

11.8 **Assignment.** Neither the Agreement nor any obligations or rights arising hereunder may be assigned or transferred by either Party, by operation of law, merger or otherwise, to any third party without the other Party's prior written consent, which will not be unreasonably withheld, except that either Party may freely assign its rights under the Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets or business.

11.9 **Notices.** Any notice, payment, demand, or communication required or permitted to be given by the Agreement will be in writing and will be delivered personally to the Party to whom the same is directed, or sent by electronic mail, registered, or certified mail, or by overnight courier, return receipt requested, to the principal contact of the Client identified on the Signature Page. In the case of any notice to be given to 360insights under the Agreement, the notice may be delivered electronically to contracts@360insights.com, or by mail or courier to 360insights, Attention: Contracts, 300 King St. Whitby ON L1N 4Z4, Canada. The address given for the delivery of a notice may be changed at any time by either Party by written notice in accordance with this Section 11.9. Any notice delivered personally or by email will be considered to be received on the day delivered. Any notice sent by registered or certified mail will be considered to be received upon receipt by the sender of confirmation of delivery. Any notice sent by courier will be considered to be received on the next business day following the date of dispatch.

11.10 **Counterpart Execution and Delivery.** The Agreement and any Order Form may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. An executed copy of the Agreement (or any portion of the Agreement) may be delivered by any of the Parties by facsimile, digital, or similar capability regardless of the medium of transmission, and such delivery will be effective and binding upon such Party, and will not in any way diminish or affect the legal effectiveness, validity or enforceability of the Agreement.

11.11 **Force Majeure.** 360insights will have no liability to the Client under the Agreement if it is impeded, prevented from, or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions, accidents or unavailability of supply beyond its reasonable control, including, by way of example, inability to access the Internet, unavailability of a cloud services provider, war, public disorder, terrorism including any act of sabotage, riot, fires, floods, epidemics, or failure of public or private utilities, transportation or communication systems, malicious acts of third parties, including by way of example the installation of malware, DDoS attacks, hacking, or ransomware, compliance with a law or governmental order, and accident or breakdown of plant or machinery or technical failure not due to the negligence of 360insights. Such failure or delay will not be deemed to constitute a breach of the Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if 360insights is prevented or delayed from performing for more than 90 days, the Client may terminate the Agreement upon 30 days' written notice.

11.12 **No Third-Party Beneficiaries.** The Parties acknowledge that the covenants set forth in the Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal, statutory (including the Contracts (Rights of Third Parties) Act 1999) or equitable right whatsoever to enforce any provision of the Agreement.

11.13 **Independent Contractors.** In making and performing the Agreement, Client and 360insights have acted and will at all times act as independent contractors, and, except as expressly set forth herein, nothing contained in the Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.14 **Non-Solicitation.** During the Term of the Agreement and for a period of one year thereafter, neither Party will, directly or indirectly, take any action or cause any action to be taken relating to the solicitation for employment of any employee or contractor of the other Party.

11.15 **Multi-Tiered Dispute Resolution Procedure.** If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it (a "**Dispute**") then the Parties will follow the procedure set out in this Section 11.15:

- (a) either Party will give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Contract Manager of the Client and Contract Manager of 360insights will attempt in good faith to resolve the Dispute;
- (b) if the Contract Manager of the Client and Contract Manager of 360insights are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute will be referred to a senior vice-president of the Client and senior vice-president of 360insights who will attempt in good faith to resolve it; and
- (c) if the senior vice-presidents of the Client and of 360insights are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation. The mediator will be determined by mutual agreement of the Parties. To initiate the mediation, a Party must serve notice in writing (an "**ADR Notice**") to the other Party to the Dispute, requesting mediation. A copy of the ADR Notice must then be provided to the agreed mediator. The mediation will start not later than 15 days after the date of the ADR Notice.
- (d) No Party may commence any court proceedings in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- (e) If the Dispute is not resolved within 60 days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute will be finally resolved by the courts of the jurisdiction specified in Section 11.1.

11.16 **Joint Preparation of Agreement.** Each Party, personally and by its legal advisors, has participated in the preparation of the Agreement. It is agreed that the Agreement will be construed as if the Parties were joint authors, and any ambiguity in the Agreement will not be construed against one Party as if that Party or that Party's lawyer were the sole or major author of the Agreement.

11.17 **Publicity.** In consideration for the rights granted under the terms of the Agreement, Client grants 360insights the limited right to publish the Client's logo on its promotional materials, and to reference Client as a customer of 360insights.

[End of General Terms]

SCHEDULE A - DEFINITIONS

1. **Definitions.** Capitalized terms used in the Agreement have the meanings set forth below.
 - (a) **360insights** means the entity signing on behalf of 360insights named on the Signature Page.
 - (b) **360insights Content** means the technology owned by 360insights or licensed to 360insights by a third party including any software, reports, software tools, algorithms, software (in source and object forms), user interface designs, architecture, platforms, programs, tool-kits, plug-ins, objects, network designs, processes, know-how, methodologies, trade secrets, data, media, content, and suggestions made to 360insights that are incorporated into any of the foregoing (which will be deemed to be assigned to 360insights), as well as any of the derivatives, modifications, improvements, enhancements, or extensions of the above, whenever developed.
 - (c) **Affiliates** means all entities, now or hereafter, Controlling, Controlled by, or under common Control with a Party.
 - (d) **Agreement** means and includes the Signature Page, the General Terms, **Schedule A** (Definitions), **Schedule B** (Data Protection Agreement), **Schedule E** (Program Schedules), and any addendum conforming with the provisions of Section 11.4, and each and every SOW and Order Form executed by the Parties intended to form a part hereof.
 - (e) **Change Order** means a written request by either Party to propose changes to the scope or execution of the Services made in accordance with Section 1.2.
 - (f) **Client Administrator** means an employee, independent contractor, or an agent of Client, whom Client has authorized to access and manage the Services for the Program Users.
 - (g) **Client Brand** means any trademarks, service marks, trade names, domain names, logos, business and product names, slogans, or other indicia of product or service origin and registrations and applications for registration thereof owned by Client.
 - (h) **Client Content** means the data, media and content provided by Client, Client Administrators, and Program Users for use with and access through the Services.
 - (i) **Client Marketing Collateral** means all content, graphic files, Client Content, Client Brand information or other information and resources of Client that constitute marketing collateral that Client desires 360insights to use for the performance of 360insights' obligations under the Agreement.
 - (j) **Confidential Information** means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of the Agreement, 360insights Content will be deemed Confidential Information of 360insights. Without limiting the foregoing, for purposes of the Agreement, the Client Content will be deemed Confidential Information of Client.
 - (k) **Control, Controlling or Controlled** means direct or indirect ownership of 50% or more of the shares of stock entitled to vote for the election of directors in the case of a corporation or 50% or more of the equity interest in the case of any other type of legal entity.
 - (l) **Documentation** means any written or electronic documentation, help or training materials provided or made available by 360insights to Client or its Client Administrators or Program Users.
 - (m) **Effective Date** means the date first set out on the Signature Page.
 - (n) **Fees** means all fees identified in an SOW or Order Form relating to the ongoing provision of Services.
 - (o) **Order Form** means an order form in substantially the form attached as **Schedule F** (Order Form) (or such other form as agreed from time to time between the Parties) and includes any order form submitted pursuant to the Agreement. Each Order Form will be signed by both Parties identifying the Services to be made available by 360insights to Client, the payments to be made to 360insights by Client, and other relevant terms and conditions governing the provision of the Services.
 - (p) **Party** means either 360insights or Client, and **Parties** means both 360insights and Client.
 - (q) **Person** means any individual, partnership, firm, corporation, limited liability company, association, joint venture, trust or other entity, and, in addition, any governmental or political subdivision or agency, department or instrumentality thereof.

- (r) **Program** means the specific software, software-as-a-service, event management services, configuration services, and any other services purchased by Client under the Agreement as contained under **Schedule E** (Program Schedules).
- (s) **Program User** means any individuals authorized by the Client to access and benefit from the applicable Services.
- (t) **Promotional Contest** means any conduct where the Client, for the purpose of promoting any business interest, directly or indirectly disposes of any benefit by mode of chance, skill, or both. Promotional Contests are also referred to as sweepstakes and contests in the United States and prize draws and skill competitions in the United Kingdom.
- (u) **Services** means any combination of Programs provided by 360insights pursuant to the Agreement, any Order Form, or any SOW, which can include any professional services, marketing services, software-as-a-service, and including the configuration of the Services for the Client and its Client Administrators and Program Users and the ongoing administration and management services carried out by 360insights in relation to it in accordance with the Agreement.
- (v) **Sites** means any websites intended to deliver the applicable Services to the Client and its Program Users.
- (w) **Statement of Work or SOW** means a statement of work in substantially the form attached as **Schedule G** (Statement of Work) (or such other form as agreed from time to time between the Parties). A SOW will be signed by both Parties identifying the Services to be made available by 360insights to Client, the payments to be made to 360insights by Client, and other relevant terms and conditions governing the provision of the Services.
- (x) **Term** has the meaning set forth in Section 8.1.
- (y) **Termination Data File** means an electronic file in a common standard format reasonably determined by 360insights, containing, for each consumer or channel-based Program executed during the Term, all applicable data pertaining to each specific program transaction.
- (z) **Terms of Use** means the website terms of use posted on the Sites.
- (aa) **Third-Party Content** means all data, content and material, in any format, that is obtained or derived from third-party sources outside of 360insights or its Affiliates. Third-Party Content includes third-party sourced materials accessed or obtained by Client's use of any 360insights Services.
- (bb) **Transition Assistance Services** has the meaning set forth in Section 8.5

SCHEDULE B - DATA PROTECTION AGREEMENT

ARTICLE 1—DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In addition to the defined terms set out in Schedule A (Definitions), the following terms used in this DPA have the meanings given below.

- (a) **Applicable Data Protection Laws** means all laws, rules, regulations, orders and other binding restrictions of any jurisdiction or subdivision thereof in which Services are to be provided by 360insights relating to the privacy, security, confidentiality or integrity of Personal Data that are applicable to 360insights and Client.
- (b) **Contractor Third Party** means any third party that assists 360insights in performing its obligations under the Agreement, including an Affiliate or direct or indirect subcontractor of Contractor.
- (c) **Data Controller** means the natural or legal person which alone or jointly with others determines the purposes and means of the Processing of Personal Data.
- (d) **Data Processor** means an individual or legal entity that Processes Personal Data on behalf of and under instructions of the Data Controller.
- (e) **Data Security Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed, which involves Client data.
- (f) **Data Subject** means an individual to whom Personal Data relates.
- (g) **DPA** means this Data Protection Agreement.
- (h) **EEA** means the European Economic Area, as the same may be constituted from time to time.
- (i) **EU** means the European Union, as the same may be constituted from time to time.
- (j) **Personal Data** means any information that, individually or in combination, does or can identify a specific individual or device or by or from which a specific individual or device may be identified, contacted or located, and all information deemed to be protected under Applicable Data Protection Laws.
- (k) **Process, Processed, or Processing** means any handling of Personal Data by any means, including, without limitation, collecting, accessing, receiving, using, transferring, retrieving, manipulating, recording, organizing, storing, maintaining, hosting, adapting, altering, possessing, sharing, disclosing (by transmission, dissemination or otherwise making available), blocking, erasing, destroying, selling, or licensing.

1.2 **Conflict; Survival.** This DPA is made a part of the Agreement. In the event of a conflict or inconsistency between this DPA and any other portion of the Agreement, this DPA will govern. For the avoidance of doubt, this DPA governs the treatment of Personal Data notwithstanding that it may be considered Confidential or proprietary information that is subject to other obligations regarding confidentiality and use under the Agreement.

ARTICLE 2—ROLES AND OBLIGATIONS

2.1 **Ownership and Rights.** At no time will 360insights acquire any ownership, license, rights, title or other interest in or to Personal Data, provided that 360insights will retain the right to use any data in an anonymized format.

2.2 **Roles.** In relation to any Personal Data, Client will remain the Data Controller and 360insights will act as Data Processor.

2.3 **Compliance with Applicable Data Protection Laws and Permitted Processing.** 360insights will, and will cause all third-party subcontractors to: (i) hold Personal Data in confidence; (ii) use such Personal Data only for the benefit of Client and its Affiliates ; and (iii) Process Personal Data in compliance with: (a) Applicable Data Protection Laws (b) the Agreement, (c) Client's documented lawful instructions as set forth in this DPA (d) the terms of any consent of a Data Subject or other person legally empowered to consent on behalf of a Data Subject, and (e) this DPA; provided, however, that 360insights or any third-party subcontractor with whom 360insights has executed an agreement pursuant to Section 2.7 of this DPA, may Process Personal Data in accordance with the terms herein.

2.4 **HIPAA.** If the Health Information Portability and Accountability Act applies to the Services, and 360insights accesses, retains, or is exposed to "Protected Health Information" as defined in 45 C.F.R. § 164.501 in the course of providing the Services, 360insights and Client shall agree to a Business Associate or Subcontractor Agreement, whichever is applicable.

2.5 **Required Consents.** Where the Client requires 360insights to process Personal Data, Client confirms that it has received the informed consent of each applicable Data Subject to provide this Personal Data to 360insights and is able to provide proof of this consent upon request of 360insights.

2.6 **Limitations on Processing.** Provided that 360insights will retain the right to use any Personal Data in an anonymized format, 360insights will not be entitled to use, retain, disclose, sell or otherwise Process Personal Data for its own purposes or the purposes of any third party except any Affiliate of Client. 360insights will ensure that all Personal Data is Processed only as instructed by Client, to perform obligations under the Agreement (including any Order Form), or, as specifically permitted by this DPA.

2.7 **Employees and Subprocessors.** 360insights will ensure that its employees and Subprocessors who have access to Personal Data or Confidential Information: are appropriately qualified to perform their duties; and, are obligated to protect Personal Data and Confidential Information in accordance with the requirements of the Agreement and this DPA during the term of their employment or retention. 360insights will enter into an agreement with any Subprocessor that is at least as comprehensive as this DPA. The Parties agree that the list of Subprocessors located at <https://360insights.com/subprocessors> is a list of all Subprocessor relationships existing as of the date of this DPA, and such Subprocessors are approved and agreed to by the Client. Should the list of Subprocessors be modified or require modification, 360insights will provide notice of same to Client. Client may within 10 days of receipt of such notice, advise Client that it has reasonable commercial grounds to object to the appointment of such new Subprocessor. If Client objects, then 360insights and Client will work together to resolve the grounds for objection, or to find a substitute Subprocessor. If such resolution or substitution is not possible, then either 360insights or Client may terminate this DPA and the Agreement, and the provisions of Sections 8.4 and 8.5 of the Agreement will apply to such termination.

2.8 **Data Privacy and Information Security Program.** 360insights will implement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access including, but not limited to encrypting Personal Data using industry standard encryption tools, whether in transit or at rest. 360insights will safeguard the security and confidentiality of all encryption keys associated with encrypted Personal Data. If 360insights disposes of any paper, electronic or other record or media containing Personal Data, 360insights will do so by taking all reasonable steps to destroy the information by (i) shredding; (ii) permanently erasing and deleting; (iii) degaussing; or (iv) otherwise modifying the Personal Data in such records to make it unreadable, un-reconstructable and indecipherable.

2.9 **Data Security Breach.** 360insights will notify Client in writing within 72 hours of confirmation that there has been a Data Security Breach involving 360insights' facilities, systems or equipment, or those of a third-party subcontractor, and will provide information regarding the nature and scope of the Data Security Breach, its cause, and the measures being taken by 360insights to investigate, correct or mitigate the breach and prevent future breaches. 360insights will not notify any individual or any third party other than a regulatory authority or law enforcement agency of a Data Security Breach, except as directed by Client or as required by law. Within 30 days of identifying or being informed of the Data Security Breach, 360insights will develop and execute a plan that reduces the likelihood of a recurrence of a similar Data Security Breach.

2.10 **Requests of Data Subjects.** Upon receipt of any request by a Data Subject to access, modify, correct or delete Personal Data, 360insights will notify Client immediately and will not respond or otherwise communicate directly with any Data Subject, except as directed by Client. In the event of any request for deletion, 360insights may instead anonymize such data in order to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

2.11 **Requests of Law Enforcement Authorities.** 360insights will notify Client as soon as practicable (but no later than one business day from receipt) of any request made by any governmental, law enforcement or regulatory agency for information concerning, or access to, Personal Data, unless 360insights is prohibited by law from notifying Client. If notification is made by phone or email, 360insights will confirm such notice in writing. Prior to responding to any such requests, 360insights will comply with all reasonable directions of Client regarding the response.

2.12 **Requests in Legal Proceedings.** If 360insights is requested or required to disclose any Personal Data to a third party, 360insights will immediately notify Client of any such anticipated disclosure (except to the extent prohibited by law). 360insights will not disclose the Personal Data to the third party without providing Client at least 48 hours, following such notice, so that Client may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure.

2.13 **Return or Destruction of Documents.** Upon termination or expiration of the Agreement, or as requested in writing by Client at any time, 360insights will, (i) return promptly all Personal Data, or destroy all documents, materials, and other media that may contain Personal Data, without retaining any portion or copy thereof.

2.14 **Further Assistance.** At Client's expense, 360insights will execute and deliver such documents and take such further actions reasonably requested by Client to comply with notification to a data protection authority or other obligations applicable to Client or its Affiliates under Applicable Data Protection Laws and will assist Client with the eventual preparation of data privacy impact assessments and prior consultation with data protection authorities as appropriate.

2.15 **Location for Storage and Processing.** 360insights and its Subprocessors may store and Process Confidential Information and Personal Data in the EEA, the UK, and in any other jurisdiction that has received an adequacy decision by the European Commission. To the extent that 360insights and its Subprocessors Process Personal Data in the United States or any other jurisdiction that has not received an adequacy decision by the European Commission, 360insights will sign "EU Model Clauses" or abide by the EU Binding Corporate Rules with that Subprocessor.

ARTICLE 3—AUDITS AND REGULATOR INVESTIGATIONS.

3.1 **Audits.** Client, its auditors and designated audit representatives, will have the right (but not the obligation) to audit 360insights' operations for compliance with this DPA and all applicable laws. Client will provide reasonable notice to 360insights of Client's intent to audit 360insights, and 360insights will provide all necessary information to carry out a comprehensive review of its Processing of Personal Data.

3.2 **Regulator Investigations.** If and to the extent that any regulatory investigation relates to Personal Data handled by 360insights on behalf of Client, 360insights will reasonably assist Client to comply with the regulatory process as required. Such assistance will be at Client's sole expense.

3.3 **Indemnification.** Notwithstanding anything to the contrary in the Agreement, if, to the extent that a Data Security Breach occurs as a result of negligence or willful misconduct on the part of 360insights, 360insights will indemnify and, upon Client's request, defend Client, its Affiliates and their respective directors, officers, employees, shareholders and agents from and against any and all claims, losses, actions, damages, expenses and liabilities (including reasonable legal fees and expenses) resulting or arising from, such action, provided that 360insights' indemnity obligations under this Section 3.3 will be limited by and subject to the Cyber Liability insurance limits specified in **Schedule C** (Summary of Insurance Cover).

3.4 **Privacy Notice and Consent.** In connection with the Agreement, and any Order Form issued or Services provided pursuant to it, 360insights may provide Personal Data, such as name, signature and contact information, relating to its personnel ("**360insights Personal Information**") to Client. 360insights Personal Information may be transferred to, stored, accessed or otherwise Processed in countries that have privacy and data protection laws that differ from, or are not as stringent as, those where 360insights Personal Information originates. Client will Process Contractor Personal Information: (i) in connection with the services provided under the Agreement, including Order Forms; (ii) to administer and enforce the Agreement; and (iii) for other actual or potential legal and business transactions involving the Parties. By executing and delivering the Agreement, 360insights represents and warrants that it has the right to provide 360insights Personal Information to Client for Processing as described in this paragraph.

SCHEDULE C - SUMMARY OF INSURANCE COVER

Type	Risk Covered	Amount	Insurer
360insights (Canada) Ltd.			
Statutory Workers' Compensation insurance, as required by jurisdictions in which the workers are located			
Commercial Liability	General for ALL Canadian operations protects against physical injury to people or damage to property arising from daily operations	C\$6,000,000	Intact
Tenants Legal Liability	Liability and contents coverage	C\$1,500,000	Intact
Crime Insurance	loss of money, securities, and other assets resulting from dishonesty, theft or fraud (including funds transfer (BEC) fraud)	C\$5,000,000	AIG
Professional Liability & Errors & Omissions	protection against claims for economic losses sustained by third parties as a result of alleged negligence	US\$5,000,000	AIG
Cyber Liability	Security & Privacy Liability	US\$5,000,000	AIG
	Network Interruption	US\$1,000,000	AIG
	Event Management	US\$1,000,000	AIG
	Cyberextortion	US\$2,000,000	AIG
	Reputation Guard	US\$100,000	AIG
360insights (USA) Ltd.			
Workers Compensation and Employer's Liability	as required by statute in jurisdictions in which the workers are located	US\$1,000,000	Citizens
Commercial Liability	General Each Occurrence	US\$1,000,000	Citizens
	Damages to Rented Premises (ea. occurrence)	US\$100,000	
	Medical Expense (any one person)	US\$5,000	
	Personal & Adv. Injury	US\$1,000,000	

Type	Risk Covered	Amount	Insurer
	General Aggregate	US\$2,000,000	
	Products – Comp/OP AGG	US\$2,000,000	
Automobile Liability	Owned, hired and non-owned autos	US\$1,000,000 per accident	Citizens
Umbrella Liability		US\$4,000,000	Hanover
Commercial Insurance	Property		
	Business Income	US\$1,000,000	Citizens
	Replacement Costs	US\$10,500 to \$543,400 per location	
	Equipment Breakdown	US\$100,000	
	Loss to Undamaged Portion of Building	US\$25,000	
	Demolition Cost	US\$25,000	
Crime Insurance	loss of money, securities, and other assets resulting from dishonesty, theft or fraud (including funds transfer (BEC) fraud)	C\$5,000,000	AIG
Professional Liability & Errors & Omissions	protection against claims for economic losses sustained by third parties as a result of alleged negligence	US\$5,000,000	AIG
Cyber Liability	protection against claims for economic losses sustained by third parties as a result of alleged negligence	US\$5,000,000	AIG
	Security & Privacy Liability	US\$5,000,000	AIG
	Network Interruption	US\$1,000,000	AIG
	Event Management	US\$1,000,000	AIG
	Cyberextortion	US\$2,000,000	AIG
360insights (Europe) Ltd.			
Crime Insurance	loss of money, securities, and other assets resulting from dishonesty, theft or fraud (including funds transfer (BEC) fraud)	C\$5,000,000	AIG
Professional Liability & Errors & Omissions	protection against claims for economic losses	US\$5,000,000	AIG

Type	Risk Covered	Amount	Insurer
	sustained by third parties as a result of alleged negligence		
Cyber Liability	protection against claims for economic losses sustained by third parties as a result of alleged negligence	US\$5,000,000	AIG
	Security & Privacy Liability	US\$5,000,000	AIG
	Network Interruption	US\$1,000,000	AIG
	Event Management	US\$1,000,000	AIG
	Cyberextortion	US\$2,000,000	AIG

Schedule D - RESERVED

RESERVED

SCHEDULE E - PROGRAM SCHEDULES

Attached on next page.

SCHEDULE F - ORDER FORM

Attached on next page.

SCHEDULE G - STATEMENT OF WORK

Attached on next page

SCHEDULE H – SERVICE LEVEL ADDENDUM

Any capitalized terms not otherwise defined in this Service Level Addendum have the meanings given in the Master Services Agreement of which this Services Level Addendum forms a part.

Uptime

360insights will provide the Application Services to Client with a monthly uptime percentage of at least 99.5% as calculated below ("**Monthly Uptime Percentage**") during each month of the Term (the "**Service Commitment**"). The Service Commitment will apply separately to each SOW. The Service Commitment will apply only to production environments and not to staging or testing environments nor to any downtime caused by or resulting from:

- (i) internet access or similar problems beyond the demarcation point of 360insights' network or the network of 360insights' cloud hosting provider;
- (ii) any actions or omissions of Client or its Authorized Users or Administrative Users including log-in failure not attributable to downtime;
- (iii) any breach of the Agreement or Terms of Use by Client or its Administrative Users or Authorized Users;
- (iv) any suspension or remedial action in accordance with the Terms of Use;
- (v) the equipment, software, or technology of Client or its Authorized Users or Administrative Users (or the equipment, software, or technology of a third party used by or on behalf of Client or its Authorized Users or Administrative Users);
- (vi) use of the Application Services beyond intended capacity or use;
- (vii) events beyond the control of 360insights whether or not foreseeable; or
- (viii) reasonable periods of scheduled that 360insights makes commercially reasonable efforts to (i) provide Client with written notice of such maintenance; and (ii) perform such maintenance at periods of lowest traffic to the Application Services.

(together, "**Excused Downtime**").

Monthly Uptime Percentage will be calculated as follows:

$$a = \frac{(b - c - d)}{(b - c)} \times 100$$

"a" = the percentage of uptime in the relevant month;

"b" = the total number of hours in such month, measured from 12:00am Eastern Time on the first day of the month to 11:59pm Eastern Time on the last day of the month;

"c" = the total number of hours of Excused Downtime in such month; and

"d" = the total number of hours of downtime in such month, where "downtime" means that the Application Services cannot be accessed or used by Client in a production environment in an operable state but excluding Excused Downtime.

Maintenance

Without limiting any other provision of this Service Level Addendum, 360insights currently conducts scheduled and emergency maintenance as follows.

Scheduled Maintenance

All scheduled maintenance will be communicated to clients 2 weeks prior to the date of maintenance, where down time in the platform is required, using the 360insights' StatusBoard. Clients are required to be signed up to this StatusBoard to automatically receive notifications when changes are made. During any downtime related to these maintenance windows, a user-friendly message will be uploaded to the page so users understand the purpose of the site outage.

Emergency Maintenance

Emergency maintenance may be conducted in response to an immediate threat to the security or stability of the Application Services, such as a critical software bug, an identified security vulnerability, or an infrastructure or data integrity issue, in circumstances in which the maintenance should not be reserved for the next scheduled maintenance window. 360insights makes commercially reasonable efforts to provide clients with notice of emergency maintenance through the 360insights' StatusBoard. In circumstances in which emergency maintenance includes an off-cycle release, 360insights will make commercially reasonable efforts to provide twenty-four (24) to forty-eight (48) hours' written notice through the 360insights' StatusBoard. However, any emergency maintenance could require the platform to be taken offline without notice in order to restore full service to the entire platform. This scenario would also be communicated through the 360insights' StatusBoard in real-time.

Support

Support requests to 360insights are to be submitted through the client account team representatives.

360insights will maintain defined severity levels for incidents in accordance with the chart below. 360insights will triage incident reports and assign a severity level as part of the triage process. 360insights will action incident reports in order of severity level.

360insights under no circumstances guarantees any resolution time for any incident whatsoever, as resolution times vary widely based on the nature of each specific incident. Response time refers only to acknowledgment of receipt of a Client-reported incident.

For the purposes of this Service Level Addendum: (a) "**Business Hour**" means one (1) hour during a Business Day; and (b) "**Business Day**" means any day between Monday to Friday but only as between the hours of 9:00am to 5:00pm Eastern Time, and excludes any statutory holiday observed in the Province of Ontario.

Severity	Definition of Incident	Client Notification Time	Resolution
1. Critical	An incident resulting in a complete outage of one or more critical functions of the system and in respect of which no immediate workaround is available	As soon as possible not to exceed one (1) Business Hour after receiving notification of incident. This notification will be provided through 360insights' StatusBoard.	360insights will work continuously to bring the system up as quickly as possible.
2. High	Either an incident impacting one or more critical functions of the system and in respect of which a temporary workaround exists OR an incident intermittently impacting one or more critical functions of the system	Within five (5) Business Hours after receiving notification of incident.	360insights will work continuously during normal Business Hours and resolve issue as quickly as possible.
3. Medium	An incident not impacting any critical functions of the system and that does not impede use of the system	Within one (1) Business Day after receiving notification of incident.	360insights will work during normal Business Hours to provide a patch or work-around. A fix may be considered for future release.
4. Low	An incident causing minimal interruption to the affected client	Within three (3) Business Days after receiving notification of incident.	A fix may be considered for future release.

Suspected Security Incident

In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data, 360insights will:

- Execute its incident response plan.
- Provide notice to the Client.
- Contain, investigate and remediate the incident.
- Provide regular on-going communications to the Client regarding the incident.
- Support the Client in their legal and regulatory obligations.

General

Any notice under this Service Level Addendum need not be made by 360insights in accordance with the notice provisions of the Master Services Agreement and may instead be made by email to any key administrative user of the Client.