

MANAGED SERVICES MASTER AGREEMENT

This Agreement is entered into by Virtual Guardian Inc, (hereinafter “**Virtual Guardian**”), with its head office at 1100-1550- Metcalfe Street, Montreal, Quebec H3A 1X6 and the client (hereinafter the “**Client**”), which have accepted and signed any service offer (“**Service Offer**”) entered into by Virtual Guardian and the Client. Virtual Guardian and the Client are hereinafter individually designated as a “**Party**” and collectively as the “**Parties**.” For the purposes herein, the term “**Agreement**” means collectively this Agreement, a Service Offer that includes it by reference and Specific Conditions (as this term is defined hereinafter).

The purpose of this Agreement is to define the general terms and conditions regarding managed services to be delivered by Virtual Guardian to the Client, personally or by certain Sub-Contractors (as defined at sub-paragraph 3.2), (the “**Services**”), which are more fully detailed in any Service Offer. All appendixes or documents to which this Agreement refers are an integral part of it.

By signing a Service Offer, the Client acknowledges having read, understood and accepted this Agreement and its provisions in their entirety. The Parties acknowledge that this Agreement must be read jointly with the Service Offer which the Parties have entered into simultaneously with this Agreement and the Specific Conditions applicable to the Specific Services that will be supplied by the Virtual Guardian to the Client pursuant to a Service Offer (the “**Specific Conditions**”).

1. PRECEDENCE OF DOCUMENTS

1.1. **Precedence.** In case of a conflict, the following documents shall respectively have precedence:

1.1.1. Any Service Offer shall have precedence over the Specific Conditions and the Agreement;

1.1.2. The Specific Conditions have precedence over the Agreement.

2. TERM OF THE AGREEMENT; SERVICE PERIOD; TERMINATION (RESILIATION)

2.1. **Term of the Agreement.** The Agreement comes into force on the date of signature of a Service Offer by a Client, and it shall remain in force until the end of the Service Period (as defined at article 2.2) of the last Service Offer then in force, unless the Services are terminated pursuant to this Agreement.

2.2. **Duration of the Services.** The Services to be rendered by the Virtual Guardian to the Client, must be delivered during the Service Period defined in any relevant Service Offer and in any renewal period which may be specified in a Service Offer, the whole as provided for in any Service Offer (the “**Service Period**”), unless the Services are terminated pursuant to this Agreement.

2.3. **Termination.** Each of the Parties may terminate the Agreement as follows:

2.3.1. In the event the other Party defaults on its obligations under the Agreement, as the case may be, at the expiry of a 60 day delay following a written notice regarding said default given to the defaulting Party if such Party has not remedied the default (the non-defaulting Party may decide at its own discretion to extend the time limit of 60 days for as long as the defaulting Party makes reasonable efforts to remedy the default); or

2.3.2. Automatically, upon written notice to the other Party from the beginning or the occurrence of any event in connection with insolvency, bankruptcy, the winding up or liquidation of a Party or if a Party ends or takes means to end its operations.

2.3.3. If you terminate the Services prior to the end of the contracted term, you will be responsible for 50% of the remaining recurrent monthly fees associated to the date of termination, including without limitation unbilled charges, all of which immediately become due and payable.

2.4. Subject to any other right of termination specifically provided in the Agreement, the Client waives any rights of termination other than those specifically mentioned in this article, including namely the right to unilateral termination provided under article 2125 of the *Civil Code of Quebec*.

2.5. **Effect of Termination or Resiliation.** In case of the termination or resiliation of the Agreement, Virtual Guardian:

2.5.1. Is entitled to payment by the Client of all amounts due up to the termination date;

2.5.2. If Virtual Guardian terminates any Service Offer as specified at sub-paragraph 2.3.1, the Client shall pay all amounts accumulated before the termination, as well as all remaining unpaid amounts for the Services rendered under any such Service Offer, in addition to the related taxes and expenses.

3. SERVICES

3.1. **Services.** During the Service Period, Virtual Guardian shall render to the Client the Services specified in any Service Offer. For more clarity and certainty, the Client agrees that any reference to Services rendered by Virtual Guardian under this Agreement also includes Services rendered by a Subcontractor (as defined at sub-paragraph 3.2), or the use of products or services from Third-Party Suppliers (as defined at sub-paragraph 3.3), as applicable and with the necessary adaptations.

3.2. **Sub-Contracting.** The Client acknowledges that part or all of the Services may be directly rendered by Virtual Guardian, via one or several of its employees, or if applicable, by or with the support of one or several sub-contractors who shall be chosen by Virtual Guardian at its entire discretion (hereinafter individually a “**Sub-contractor**”). When Services are rendered by a Sub-contractor as the case may be, Virtual Guardian shall ensure the entire responsibility of such Sub-contractor and the good performance of the Services, nevertheless including, without limiting the general nature of what precedes, responsibility for the quality of Services rendered, the time in which they are rendered and the delivery of the Services to the Client’s benefit.

3.3. **Third-Party Suppliers.** The Client acknowledges that in rendering some or all of the Services, Virtual Guardian may use products and services supplied by one or several third-party suppliers, or belonging to one or several third parties (hereinafter the “**Third-Party Suppliers**”) or “**ThirdParty Products**” or “**Distinct Third-Party Licenced Technologies**”, as the case may be). The Client shall comply with the distinct conditions specified by Virtual Guardian which govern use by the Client of Distinct Third-Party Licensed Technologies. The Client acknowledges that Virtual Guardian is not bound by the conditions for use which apply to Third-Party Products and that it neither gives nor assumes any warranty or liability whatsoever, including legal warranties, regarding said third-party Products. Likewise, the Client shall ensure the safety/protection of Third-Party Products which may be installed in its premises and is liable for anything it does regarding Third-Party Products that are installed in its premises. The Client acknowledges that Virtual Guardian does not give or assume any warranty or liability regarding what may happen at the Client’s premises in connection with Third-Party Products installed on its premises.

3.4. **Suspension of Services.** Virtual Guardian may temporarily suspend passwords, accounts, access to or use of the Client's Services, if in Virtual Guardian's reasonable judgment, the Services or their components are on the verge of sustaining a serious threat to their security or functionality or in case of a default in payment pursuant to article 7.3.3. Virtual Guardian shall give the Client a prior notice of such suspension at Virtual Guardian's reasonable discretion on the basis of the circumstances which warrant the suspension. Virtual Guardian shall deploy reasonable efforts to quickly restore the Services in question as soon as it considers that the situation which warranted the suspension of the Services has been remedied.

4. USE OF SERVICES AND SERVICE LEVEL

4.1. **Use of Services.** The Client shall use the Services rendered by Virtual Guardian exclusively in compliance with this Agreement and for purposes strictly permitted by any applicable legislation or regulations. In addition, the Client is entirely responsible for the content of information and data transiting by the Third-Party Supplier networks or by the use of their services, including any activity performed by the Client using the Services.

4.2. **Service Level.** The service levels to be attained by Virtual Guardian under the Service Agreement are specified in Service Offers, as applicable. The Client acknowledges that Virtual Guardian is not bound by the service levels the Client may have agreed to with its own clients and Virtual Guardian shall not offer any warranty or assume any liability regarding such service levels.

5. CHANGES

5.1. **Changes to the Client's IT Resources.** The Client shall notify Virtual Guardian of its intention to make any change to its IT resources, its IT infrastructure or network, including the integration of new programs, software or hardware, and consequently shall obtain approval from Virtual Guardian before making any such changes. If the Client makes changes to its technical resources without obtaining the prior approval of Virtual Guardian, Virtual Guardian shall not be held liable for any problems caused by said changes made by the Client. Additional work time related to any incident directly or indirectly resulting from the Client's omission to respect the preceding paragraph, shall be invoiced to the Client on a time and material basis. If the Client makes changes to its technical resources which prevent Virtual Guardian from delivering the Services, Virtual Guardian may terminate the Services and the Agreement by giving notice to the Client, and all expenses for the Services specified in any Service Offer regarding the Services shall be payable by the Client notwithstanding the fact that Virtual Guardian is unable to deliver such Services.

5.2. **Changes to Services.** Virtual Guardian may make changes or updates to the Services (such as infrastructure, security, technical configurations, functionalities of applications, choice of subcontractors, etc.) during the Service Period, including modifications reflecting technological changes, industry practices, system use modes, the requirements and availabilities of Third-Party content. If Virtual Guardian considers that such changes may have a negative impact on the Client, it shall give said Client reasonable notice before making such changes.

5.3. **Termination of a Material Sub-Contract.** If a material sub-contractor associated with the performance by Virtual Guardian of its obligations hereunder, is terminated for any reason, Virtual Guardian shall make commercially reasonable efforts to obtain or purchase said sub-contracted services elsewhere according to substantially similar conditions. If Virtual Guardian is unable to do so, it may, by giving a prior notice of thirty (30) days to the Client, update, change or modify the Services under this Agreement or as determined by Virtual Guardian at its discretion, terminate this Agreement in all cases without incurring any liability to the Client in any case in which Virtual Guardian considers that it is unable to obtain substantially similar sub-contracted services.

5.4. **Patches.** The Client shall accept and download all patches, updates, maintenance and service packs (collectively the "**Patches**") suggested by Virtual Guardian for the proper operation and security of the Services, as such Patches are published by Virtual Guardian. Virtual Guardian shall not be liable for the performance, security or other problems the Client may run into resulting from the Client's refusal to accept and download the Patches suggested by Virtual Guardian for the proper operation and security of the Services. If Virtual Guardian considers that such Patches may have a negative impact on the Client, it shall reasonably notify said Client before suggesting the use of such Patches.

6. PARTIES' OBLIGATIONS

6.1. **Virtual Guardian's Obligations.** Virtual Guardian shall:

6.1.1. Render the Services with competency and professionalism, in compliance with industry standards;

6.1.2. Comply with the specifications in any Service Offer;

6.2. **Client's Obligations.** The Client shall:

6.2.1. Pay Virtual Guardian;

6.2.2. Supply to Virtual Guardian all information, access and reasonable cooperation required to allow Virtual Guardian to properly deliver the Services;

6.2.3. Before entering into the Agreement, notify Virtual Guardian of all technical requirements which result from regulatory obligations to which the Client is subject.

7. COST AND PAYMENTS

7.1. **Cost.** Services shall be invoiced on the last day of each month or as otherwise specified in any Service Offer. The cost of Services is specified in each Service Offer. The Client shall pay all costs owing to Virtual Guardian under any Service Offer within thirty (30) days from the date of an invoice to that effect, in addition to the applicable taxes and all expenses reasonably related to the delivery of Services, without any right of deduction, set off or holdback for any reason whatsoever.

7.2. **Increase in Cost.** Virtual Guardian may increase or otherwise modify the cost of Services for any Service Period renewal by giving a written notice to the Client at least ninety (90) days before the beginning of said renewal period and any Service Offer that is to be renewed shall be deemed to be renewed accordingly.

7.3. **Late Payment.** If the Client omits to make any payment when due, in addition to the other recourses which may be available:

7.3.1. Virtual Guardian may apply interest to the amount past due for more than 30 days at a rate of 12%, calculated daily and totaled monthly;

7.3.2. The Client shall reimburse Virtual Guardian all expenses reasonably incurred by Virtual Guardian to recover late payments or interest, including legal fees, judicial fees and fees for collection agencies, at Virtual Guardian's demand; and

7.3.3. If such a default persists for more than ten (10) days following a written notice, Virtual Guardian may suspend the delivery of Services until the complete payment of all amounts and accrued interest is made, without incurring any obligation or liability to the Client or to any other person by reason of such suspension.

8. OWNERSHIP AND RESTRICTIONS

8.1. **Property of Virtual Guardian.** Virtual Guardian and its licensors, including Third-Party Suppliers and Sub-Contractors, as the case may be, shall remain the owners of the Services and the Technologies distinctly licensed by Third-Parties, including the intellectual property rights therein, and everything that was developed, created, delivered or made available by and in the name of Virtual Guardian, regarding or in connection with this Agreement.

8.2. **Property of the Client.** The Client remains the owner of all the content that may be supplied by it to Virtual Guardian for the Services, including all intellectual property rights in said content.

8.3. **Notice of Ownership.** The Client shall not delete or modify the trade-marks or any notice from the Virtual Guardian or its licensors regarding their property, including Third-Party Suppliers and SubContractors, or allow other parties to do so.

8.4. **Use of Suggestions, Ideas and Comments.** Virtual Guardian may at its sole discretion for any purpose whatsoever, use, modify and incorporate in its services any ideas from comments, recommendations and suggestions made to it by the Client or its authorized users, without having any obligation to the Client or to its authorized users and without having to acknowledge their moral rights.

9. CONFIDENTIALITY

9.1. **Confidential Information.** Each Party acknowledges that the very nature of the Services provided hereunder requires an exchange of Confidential Information between the Parties. Each Party shall use the other Party's Confidential Information strictly for the purposes required by the Agreement and the Services and shall disclose the Confidential Information only to its employees, contract employees and authorized Sub-Contractors (collectively the "**Representatives**") who have a need to know such information for the performance of their obligations and the exercise of its rights under any Service Offer. Each Party shall be liable for any disclosure by its respective Representatives which is contrary to the terms hereunder. For the purposes herein, "**Confidential Information**" is limited to the conditions and rates provided in the Agreement, including the Service Offer, of any Client content to which Virtual Guardian may have access, Personal Information (as defined in sub-paragraph 10.1) and any other information clearly identified as being confidential when disclosed or which is reasonable to consider being confidential.

9.2. **Exceptions.** Notwithstanding the above, Confidential Information does not include information that:

9.2.1. Is or becomes generally known to the public without any action or omission by the Party which receives the Confidential Information;

9.2.2. Was legally possessed by the Party which receives the Confidential Information before its disclosure by the other Party;

9.2.3. Is legally communicated to the Party receiving the Confidential Information from a third party without any restriction as to disclosure; or

9.2.4. Is independently developed by the Party which receives the Confidential Information.

9.3. **Disclosure.** The Parties shall not use the Confidential Information or directly or indirectly copy, reproduce, disclose, give access to it, circulate or publish the Confidential Information or allow such to be done otherwise than in compliance with this Agreement and for the purposes of the Services. A Party must deal with Confidential Information as Confidential property of the other Party (or of its licensors) and use the same degree of care that it uses for its own confidential information, which in any case, shall not be less than a reasonable standard of diligence, to prevent the disclosure of the Confidential Information.

9.4. **Ownership.** All rights, title and interest in Confidential Information shall remain the exclusive property of the disclosing Party.

9.5. **Duration of the Obligation.** In consideration of the value of the Confidential Information to the disclosing Party, the obligations of the other Party under this Agreement shall remain in force for a period of five (5) years following the end of this Agreement or of any applicable Service Period.

10. PROTECTION OF PERSONAL INFORMATION

10.1. During the delivery of Services, Virtual Guardian does not have access to the Client's personal information, that is, all data and information regarding a physical person which may be used to identify that person ("**Personal Information**"). However, Virtual Guardian may collect Personal Information for the purposes of opening a Client account. Virtual Guardian shall only use such Personal Information for opening a Client file and in compliance with applicable legislation. This obligation shall also apply to the Representatives of Virtual Guardian.

11. NON-SOLICITATION

11.1. Each of the Parties shall not for the duration of this Agreement, and for one (1) year following its termination for any reason whatsoever, directly or indirectly on its own behalf or on behalf of any other person or entity, mandate, retain the services of, hire or attempt to hire, incite or attempt to incite an employee of the other Party to terminate his employment with that Party. If any of the Parties infringes this section 11.1, said Party shall pay to the other Party a penalty equivalent to 100% of the base annual salary of the employee in question who holds employment with that Party, without prejudice to any other recourse and procedure, including any injunction procedures to have that infringement cease.

12. WARRANTIES, EXONERATIONS AND RESTRICTIONS

12.1. Virtual Guardian warrants that it shall deliver the Services exactly as described in any Service Offer and in a professional manner. If the Services delivered to the Client are not as guaranteed, the Client must quickly provide written notice to Virtual Guardian describing the shortcomings in the Services (including as the case may be, the service request number notifying Virtual Guardian

of the shortcoming in the Services), and Virtual Guardian shall use commercially reasonable efforts to remedy the discrepancies between the Services in question and the above-mentioned warranty.

- 12.2. Virtual Guardian does not guarantee that (a) the Services will be delivered without errors or without interruptions, or that Virtual Guardian will correct all errors affecting the Services; (b) the Services will function together with the elements supplied by the Client, or other materials, software, systems, services or data which are not supplied by Virtual Guardian, and (c) the Services will meet the Client's requirements, specifications or expectations. The Client acknowledges that Virtual Guardian does not control data transfer along means of communication, namely Internet, and that the Services may be subject to restrictions, delays and other problems inherent in these means of communication. Virtual Guardian is not liable for any delay, delivery failure or other damages caused by said problems. Virtual Guardian is not responsible for any issues related to the performance, operation or security of the Services due to the content, which is not supplied by Virtual Guardian. Virtual Guardian does not make any representation and gives no warranty regarding the reliability, accuracy, exhaustiveness, precision or use of the Services and declines any liability resulting from or related to the Services.
- 12.3. For any infringement of the warranty related to the Services, the Client's only recourse and Virtual Guardian's sole liability shall be to use all commercially reasonable efforts to make the Services in question comply with the warranty for the future, or if Virtual Guardian cannot do so despite making commercially reasonable efforts, the Client may terminate the deficient Services, and Virtual Guardian, as its sole and exclusive obligation towards the Client, shall reimburse the Client all prepaid costs for the Services terminated for the period following the effective termination date.
- 12.4. To the extent permitted by law, these warranties are exclusive and no other explicit, tacit, legal or statutory warranty applies, including for material, services, software, platforms, systems, networks, intellectual property or the environment or for merchantable quality, satisfactory quality, fitness for a particular or a general purpose, hidden defects, peaceful enjoyment, title, noninfringement or other.

13. LIMITATION OF LIABILITY

- 13.1. No Party shall be liable to the other for indirect, accessory, special, punitive damages, or for any loss of business, savings, income or benefits (besides costs strictly specified under the Agreement), data or their use. Other than and excluding the obligations pursuant to article 14, the total cumulative liability of Virtual Guardian for all damages and claims resulting from or related to the Agreement, whether contract, civil liability, extracontractual liability, strict liability or other, shall be limited to the total amounts actually paid to Virtual Guardian for the Services supplied under the Agreement (which entailed liability) over the last twelve (12) months, minus the reimbursements or credits received by the Client from Virtual Guardian under the Agreement.

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14. INDEMNIFICATION

- 14.1. **Indemnification by the Client.** Except in cases of gross or willful negligence by Virtual Guardian, the Client shall indemnify and hold harmless Virtual Guardian and release it from any liability resulting from a claim made by a third party in connection with the content supplied by the Client to Virtual Guardian for the Services or the use of the Services by the Client or its authorized users if the use infringes the Agreement. Likewise, the Client shall indemnify Virtual Guardian for any court order in principal and interest and for all judicial and extrajudicial fees (including reasonable attorneys' fees and expenses) which Virtual Guardian may accordingly incur.

14.2. **Indemnification by Virtual Guardian.** Virtual Guardian shall indemnify, hold harmless and release the Client from any liability for expenses, damages and costs, including reasonable attorneys' fees and expenses resulting from a third-party claim against the Client or against its authorized users, to the extent that the plaintiff alleges that the Services infringe its intellectual property rights. Virtual Guardian shall not in any case be liable for or bound by obligations pursuant to this article if the complaint results from a non-compliant use of the Services or in relation to elements which were not supplied by Virtual Guardian or if the complaint results from the content supplied by the Client, authorized users or other third parties.

15. TOOLS AND AUXILIARY PROGRAMS

15.1. Virtual Guardian may use tools, scripts, software and utilities (collectively the "**Tools**") to monitor and administer the Services and to help meet the Client's requests for Services made to Virtual Guardian. The Tools do not collect or store any of the Client's content or data which may be supplied by the Client to Virtual Guardian for the purpose of the Services, except if necessary to supply said Services or troubleshoot requests for Services or other problems with the Services. The information collected by the Tools (excluding the Client's content or data which may be supplied by the Client to Virtual Guardian for the purpose of the Services) may also be used to assist in managing the products and services available from Virtual Guardian, to assist Virtual Guardian in correcting shortcomings in its products and services and for the management of licences and Services in all cases, including support for other Clients. The Client acknowledges that Virtual Guardian does not give or assume any warranty or liability whatsoever, including legal warranties, for its Tools.

16. SERVICE ANALYSES

16.1. Virtual Guardian may (i) compile statistical information and other information regarding the performance, operation and use of the Services, and (ii) use the data generated in the Services in an aggregated form for the management of security and operations, to develop statistical analyses and for research and development purposes (clauses (i) and (ii) collectively referred to as "**Service Analyses**"). Virtual Guardian may make the Service Analyses public. The Service Analyses shall not however use the Client's Confidential Information in a form which would allow identification of the Client or any physical person, and Service Analyses shall not constitute information that is personal in nature. Virtual Guardian shall remain the owner of all intellectual property rights in the Service Analyses.

17. GENERAL PROVISIONS

17.1. **Notices.** Any notice required under this Agreement shall be given to the other Party in writing and may be given by hand or sent by email during regular business hours with an acknowledgement of receipt, by a recognized courier service with next day delivery or by registered mail with an acknowledgement of receipt. Any such notice or other communication shall be conclusively deemed to have been received on the next business day following its transmission, or if given by hand, it shall be conclusively deemed to have been received on the actual delivery date at the specified address. Notices and other communications shall be addressed with the contact information appearing in any Service Offer or in the information in the Client's account.

- 17.2. **Force Majeure.** No Party shall be liable for a default or a delay in performance if it is caused by: an act of war, hostilities or sabotage, force majeure, a pandemic, electrical outage, an internet or telecommunications breakdown which is not caused by the affected Party; government restrictions (including a refusal or the cancellation of export or import licenses or of any other licence), or any other event beyond the reasonable control of the Party in question. Both Parties shall make reasonable efforts to mitigate the effects of the force majeure. The Parties specifically acknowledge that a cyber attack is a case of "Force Majeure" within the meaning of this article.
- 17.3. **Relationship Between the Parties.** Virtual Guardian is an independent contractor and both Parties agree that no partnership, joint venture or agency relationship exists between them. Both Parties shall pay their own employees, including all fees and costs related to employment taxes and insurance. The Client understands that Virtual Guardian's business partners and other third parties, including third-party businesses whose services are retained by the Client to supply consultation or implementation services or applications that interact with the Services, are independent from Virtual Guardian and are not its agents and in no case will Virtual Guardian be held liable for such third parties.
- 17.4. **Assignment.** Virtual Guardian may, without the Client's consent, assign the Agreement in whole or in part at any time to an affiliated corporation or to a third party which acquires a substantial portion of its business or assets. The Client cannot assign the Agreement or give or transfer the Services or an interest in said Services to any other individual or entity.
- 17.5. **Entire Agreement.** This Agreement, including any Service Offer referring to this Agreement and the documents incorporated by a written reference in the Agreement are the entire Agreement between the Parties about the Services and they replace and cancel any oral or written agreement entered into by the Parties regarding the Services, the content of which may be similar or contrary to the provisions of the Agreement.
- 17.6. **Amendments.** No amendment to the Agreement or a Service Offer is valid unless it is specifically titled as being an amendment to the Agreement or to any Service Offer and is approved in writing by the authorized representatives of the Parties.
- 17.7. **Severability.** If a provision of the Contract is ruled to be invalid or inapplicable, the remaining provisions shall continue to be in force and this provision shall be replaced by another one which is consistent with the purposes and object of the Agreement.

- 17.8. **Exclusion of Implicit Waivers.** The omission by a Party at any time to demand that the other Party perform its obligations under this Agreement, is not a waiver to subsequently exercising its legal remedies. In addition, the omission by a Party to exercise its rights in case of the nonperformance of its obligations under this Agreement by the other Party cannot be interpreted as a waiver to exercise its legal remedies in case of a new omission by the other Party.
- 17.9. **Disputes. Applicable Law. Jurisdiction.** Any dispute between the Parties shall be discussed in good faith by them in an attempt to settle it out of court. If the dispute is not resolved at an operational level within ten (10) business days, the Parties must submit the dispute to their respective upper management for settlement. If the dispute is still not settled by upper management within ten (10) business days, the Parties may exercise all of their legal rights. The Agreement is governed under the laws of the province of Quebec and the federal laws which apply and the Client and Virtual Guardian shall submit to the exclusive jurisdiction of the competent courts in the province of Quebec (including as the case may be, the Federal Court of Canada), in Montreal, Quebec, for any litigation resulting from or inherent in this Agreement.
- 17.10. **Language.** The Parties have requested that this Agreement, as well as all related documents, be drafted in the English language only. *Les Parties ont demandé que cette Convention, ainsi que tous les documents qui s'y rattachent, soient rédigés en Anglais seulement.*