

## MANAGED SERVICES TERMS

These Managed Services Terms (the “**Agreement**”) are applicable to any statement of work (the “**Statement of Work**” or “**SOW**”) entered into with **WHITE TUQUE INC.** (the “**Company**”) which explicitly references these Managed Services Terms. The Statement of Work is also subject to the general terms and conditions (the “**Service Agreement**”) available at <https://whitetuque.com/terms/>. When used herein, the term “**Client**” refers to the organization entering into the SOW with the Company and the term “**Parties**” refers to the Client and the Company. Any capitalized terms used and not defined herein shall have the meaning ascribed to them in the Statement of Work or the Service Agreement.

### 1. Definitions.

- a. “**Assets**” means any Client-provided equipment, Software or Intellectual Property Rights owned or licensed by the Client and required to be used by the Company for the delivery of the Managed Services to the Client.
- b. “**Assumed Contracts**” means contracts of the Client that the Company identifies as part of the Set-up Services.
- c. “**Business Day**” a day, other than a Saturday, Sunday or public holiday in the Province of Ontario when banks in Toronto are open for business.
- d. “**Client Data**” means any information that is provided by or on behalf of the Client to the Company as part of the Client’s use of the Services, including any information derived from such information.
- e. “**Client Policy**” means those policies of the Client communicated to the Company prior to the commencement of the Services hereunder.
- f. “**Client Site**” any premises occupied by the Client at which it receives the Managed Services.
- g. “**Client-provided Equipment**” means any equipment belonging a Client but controlled or to be controlled or used by the Company as part of the Managed Services.
- h. “**Company's System**” means the information and communications technology system to be used by the Company (or any of its sub-contractors) in performing the Services, including the hardware required hereunder, the Software, the Client-site Equipment and communications links between the hardware and the Client-site Equipment and the Client's operating environment.
- i. “**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of and rights to claim priority from such rights, and all

similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

j. “**Managed Services**” means the service described in the Managed Services Specification to be performed by the Company.

k. “**Managed Services Specification**” means the specification for the Managed Services as described in the Statement of Work

l. “**Normal Business Hours**” means [9:00 AM to 5:00 PM local Toronto time on Business Days].

m. “**Replacement Company**” means any entity with which the Client contracts (or proposes to contract) to provide services similar to all or any of the Managed Services and Maintenance upon the expiry or termination of all or any part of this agreement for any reason.

n. “**Service Credit**” means any credits payable to the Client in accordance with the Service Level Arrangements.

o. “**Service Level Arrangements**” means the service level arrangements set forth the Statement of Work.

p. “**Set-Up Services**” means the due diligence, configuration and related work referred to in Section 3 of this Exhibit and in the SOW, to be performed by the Company to set up the Managed Services.

q. “**Software**” means any software used by the Company (or any of its sub-contractors) to provide the Managed Services to the Client whether owned by a third party (“**Third-Party Software**”), by the Client (“**Client Software**”) or by the Company.

r. “**Transferring Contracts**” the third-party contracts (including licences to Third-Party Software) that the Company reasonably considers necessary to enable the transition of the Managed Services to the Client or any Replacement Company on expiry or termination of all or any part of this agreement for any reason.

s. “**Malware**” means any malicious code, Trojan, worm and virus, lock, authorisation key or similar device that impairs or could impair the operation of the Software or the Managed Services.

t. “**Vulnerability**” means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

2. Interpretation. If there is an inconsistency between any of the provisions of this Agreement, the Statement of Work, or the Service Agreement, the order of prevalence shall be this Agreement, the Statement of Work, and then the Service Agreement. i

3. Set-Up Services. The Company shall perform the Set-up Services in accordance with the timetable set out in the Statement of Work. If the Client does not provide any written

comments within the five Business Days of the completion of the set up of the Managed Services, the Managed Services shall be deemed accepted as from such date (the “**Acceptance Date**”).

4. Assumed Contracts and Assets.

a. With effect from the Acceptance Date the Client shall (i) transfer the Assets to the Company in accordance with the provisions of the SOW; and (ii) subject to paragraph 4.b, transfer the benefit of the Assumed Contracts to the Company provided, in each such case, that the Company hereby accepts and undertakes the related burden.

b. The Client shall use reasonable endeavours to assign or transfer each of the Assumed Contracts to the Company with effect from the Acceptance Date. Unless or until any Assumed Contract is assigned or transferred, or any necessary consent is obtained, the Parties shall work together, in good faith, to agree an alternative solution which may include the Company finding an alternative source of supply and/or the Client holding the benefit of the relevant Assumed Contract as agent for the Company.

5. Client Responsibility. The Client shall remain responsible for the use of the Managed Services under its control, including any use by third parties (whether fraudulent or invited by the Client). The Client shall not provide the Managed Services directly or indirectly to third parties.

6. Warranties.

a. The Client warrants, represents and undertakes that:

i. it has the authority to grant any rights to be granted to the Company under this Agreement, the Service Agreement, or the SOW (the “**Documentation**”) including the right to provide the Software and hardware to the Company as indicated in the Documentation and for the same to be used in the provision of the Services and otherwise in connection with the Documentation;

ii. it shall comply with and use the Services in accordance with the terms of the Documentation and all applicable laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws or in breach of any acceptable use policy published or communicated to the Client by the Company from time to time;

iii. it owns or has obtained valid licences, consents, permissions and rights to use, and where necessary to license to the Company, any materials reasonably necessary for the fulfilment of all its obligations under the Documentation, including any third-party licences and consents in respect of any Client Software; and

iv. the Company's possession and use in accordance with the Documentation of any materials (including third-party materials supplied by the Client to

the Company) shall not cause the Company to infringe the rights, including any Intellectual Property Rights, of any third party.

b. The Company warrants, represents and undertakes that:

i. it owns, or has obtained valid licences, consents, permissions and rights to enable the Company to comply with the Documentation and to use any of the Intellectual Property Rights necessary for the fulfilment of all its obligations under the Agreement including for the Client's use and receipt of the Services, and the Company shall not breach the provisions of any such necessary licences, consents, permissions and rights or cause the same to be breached;

ii. it shall comply with all applicable laws and regulations in performing its obligations under the Documentation;

iii. the Client's possession and use in accordance with the Documentation of any materials (including third-party materials) supplied by the Company to the Client shall not cause the Client to infringe the rights, including any Intellectual Property Rights, of any third party; and

iv. it will not introduce, or permit the introduction of, any malware or vulnerabilities into Client's operating environment, or the Client's other network and information systems, while performing the Services.

7. Exclusions from Limitation of Liability. The limitation of liability provisions set forth in Section 23 of the Service Agreement shall not apply to any breach of the warranties set forth in paragraph 6 above nor to any breach by the Client of the provisions of paragraph 10.d.

8. Limitation of Liability. Except as specifically set forth herein and without limiting the generality of Section 23 of the Service Agreement, the Client assumes sole responsibility for results obtained from the use the Services, and for conclusions drawn from such use. The Company shall have no liability for any damage caused by the performance and availability of the Managed Services, or their non-performance and non-availability, errors or omissions in any information, instructions or scripts provided to the Company by the Client in connection with the Services, or any actions taken by the Company at the Client's direction.

9. Termination. On expiry or termination of the Statement of Work for any reason, the Company shall immediately cease provision of the Set-Up Services, Managed Services and Maintenance Services but may provide Transition Services for a further period in accordance with the provisions of paragraph 10 of this Agreement.

10. Exit Assistance and Transfer of Assets.

a. If the parties decide to terminate the contract after six months from the Acceptance Date, the Company shall, on request from the Client at any time, prepare or update a detailed plan for the orderly transition of the Services from the Company to the Client or its nominated Replacement Company (an "Exit Plan"). The Company shall be entitled to charge a reasonable fee for the preparation of the Exit

Plan, as agreed to between the Company and the Client prior to the preparation of the Exit Plan.

b. The Client may, at any time before expiry or termination of all or any part of the Agreement for any reason request the Company to provide the transition services set forth in the Exit Plan or otherwise to offer reasonable assistance in transitioning the Services to the Client or a Replacement Company (the “**Transition Services**”). The Company shall, in consideration of a reasonable fee (to be agreed in advance), provide such Transition Services for a maximum period of three months from the service termination date agreed upon by both parties, or until expiry or termination of all or any part of the relevant Statement of Work in accordance with its terms.

c. The Company and Client shall co-operate to procure the assignment to the Client and/or Replacement Company of the Transferring Contracts. The Client shall accept assignments from the Company or join with the Company in procuring an assignment of each Transferring Contract.

d. Once a Transferring Contract is assigned to the Client or the Replacement Company, the Company shall carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract or, as applicable, procure that the Replacement Company does the same.