

Last update: January 1, 2022

Terms Agreement

This Agreement (“Agreement”) contains the terms and conditions that govern the use of the Products and Services listed in your Service Offering and constitutes a contract between you (“**the Licensee**” or “**you**”) and **PG Solutions Inc. (“PG Solutions”)**, a company whose head office is located at 217, avenue Léonidas Sud, door 13, Rimouski, Québec, QC G5L 2T5. This Agreement takes effect upon the signature of the Service Offering. This Agreement is subject to occasional updates. Notices of updates will be sent to Licensees.

1. Definitions

“**Fault**” refers to all defects in the design or production of the Software. Also called bugs or errors.

“**API**” refers to an Application Programming Interface intended to be open and accessible both to the Licensee and their Users and to third parties.

“**Applications**” or “**Products**” refers to the Software and its related Documentation.

“**PG Solutions Hosting Centre**” refers to one of the hosting centres used by PG Solutions.

“**CESA**” means the CESA (Contrat d’Entretien et de Soutien des Applications [Application Maintenance and Support Contract]) program, which includes the support service, error correction and a basic solution-upgrade service. The CESA program is mandatory to keep your licenses up to date and to ensure their support. Any termination of the CESA program will result in the loss of these services.

“**Documentation**” refers to all the reference documents provided with the Software and intended for the Licensee and their Users, regardless of the media used.

“**Data**” means both the data entered or imported by the Licensee or their Users as well as the data calculated or produced (reports, screenshots and exports) by the Software programs.

“**Personal and confidential data**” are information of a non-public or confidential nature concerning a natural person and allowing that person to be identified—directly or indirectly—such as, but not limited to a name, a photo, a fingerprint, a postal address, an email address, a telephone number, a social insurance number, an internal employee number, an IP address, a computer login ID, a voice recording, etc.

“**Intellectual Property Rights**” means all patents, copyrights, trademarks, trade names, trade secrets, moral rights, rights of publicity and privacy, and other exclusive rights, and all archiving activities or requests relating to the foregoing;

“**Computer equipment**” refers to all the hardware and software required to use the Software: the type of computer, its brand and specificities, the peripherals that accompany it (printer, modem, scanner, etc.), the operating system and the installed application software (antivirus, etc.).

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“Confidential information” means any information and any document on any medium whatsoever, tangible or intangible and, without limiting its scope; any Personal Data, software, source code, method, procedure, process or manual; any financial, strategic, commercial, technical or legal information related to the operations of a party, in particular with respect to their business opportunities, their Intellectual Property, their contracts and other information of this nature; or any other information belonging to a Party or any of its customers or suppliers – all above elements which are not known to the public through generally recognized sources of information.

“IT infrastructure” means the hardware, software and network components, the operating system and any data storage system that are used to provide IT services and solutions.

“Perpetual License” means a licensing model that grants the Licensee a perpetual right to use.

“Limited Term License” is also referred to as Subscription License or Annual Fee License. This licensing model grants the Licensee a time-limited right of use.

“Software” refers to all application programs, procedures and other related tools acquired from PG Solutions or its authorized distributor by the Licensee.

“Proprietary software” refers to any Software developed by PG Solutions.

“Third Party Software” refers to software developed by an independent company and intended to be added to proprietary Software.

“Malfunctions” refers to the abnormal state of the Software making it impossible for it to perform its functions.

“Data model”, also called data schema, designates the description of the organization of data as well as its implementation in a relational database management system (RDBMS).

“Service offering” means the document describing the products and services of PG Solutions as well as the price terms and any other terms specific to these Products and Services to the prospective Licensee. The Service Offering may occasionally be superseded by PG Solutions’ response document to a Licensee’s call for bids.

“Intellectual property” means all ideas, concepts, inventions, methods, processes, skills, works, software, computer programs and other software (including, without limitation, all source codes, executables, algorithms, architectures, structures, screens, layouts, and development tools), databases, designs, plans, drawings, leaflets, web content and advertising, sales and marketing documents or materials, including any improvements to the foregoing or any application or derivative works of the foregoing, as well as any other form of intellectual property, whether or not all such elements have been archived or can be archived;

“Services” refers to all professional services for installation, configuration, conversion, training, project management or custom development of the Software.

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“**PG Solutions Hosting Services**” refers specifically to the Software hosting services offered by PG Solutions.

“**Licensee**” or “**Customer**” refers to the customer to whom PG Solutions has granted a right of use.

“**Users**” refers to the Licensee’s users. These must be employees or subcontractors duly authorized contractually by the Licensee.

“**Data View**” designates a read-only view into a database that is ultimately a summary of a database query request. The Data View is intended as an interface allowing the Licensee and Users to extract a set of denormalized data for use through an SQL query.

2. General License Terms

2.1. Perpetual License Grant

Subject to full payment of the acquired perpetual license fee and compliance with this Agreement, the Perpetual License grants a perpetual right of use, non-exclusive and non-transferable.

2.2. Limited Term License Grant

Subject to payment of subscription fees and compliance with the terms of this Agreement, the Limited Term License grants a time-limited, non-exclusive, non-transferable right of use.

2.3. Intellectual Property Right

The Products are licensed, not sold. PG Solutions (or its licensors) retains all Intellectual Property Rights for: (i) the Software (including all upgrades, updates, interfaces and other products developed by PG Solutions in relation to the Software); (ii) the Documentation; (iii) all the trademarks of PG Solutions; and (iv) all the Intellectual Property Rights relating to any of the above. The Licensee agrees to use reasonable means to protect the Products from any unauthorized use, reproduction, distribution or publication. The Licensee is prohibited from using the Software for any purpose other than that for which it was designed and provided to the Licensee.

PG Solutions and its licensors reserve all rights not expressly granted by this Agreement, including the right to modify and improve the Products.

2.4. Ownership and Use of Data

The Data is the property of the Licensee and can be read and used without restriction. The Licensee owns all rights, titles and interests to their Data, except for those portions of the Software that are incorporated into the Licensee’s Data (for example, stored procedures [“stored proc”]).

2.4.1. Use of Data by the Licensee and Their Users

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The operation of all the Data is possible either through the human-machine interface of the Software, through Data Views (whether or not programmed by PG Solutions) or through APIs developed by PG Solutions.

2.4.2. Use of Data by Third Parties

The exploitation of all Data is possible only through Data Views (whether or not programmed by PG Solutions) or through APIs developed by PG Solutions.

2.4.3. Restrictions and Additional Information

At all times, the Data Model information must be protected by all reasonable means of the Licensee and their Users in order to protect the intellectual property of PG Solutions.

As part of its normal Software development activities, PG Solutions cannot be held responsible for any changes related to the Data Models.

2.4.4. Privacy Responsibilities

The Licensee and their Users are responsible for:

- Protecting personal and confidential Data;
- Protecting the access to the Data Model;
- Protecting PG Solutions' Intellectual Property.

In the event that an unfortunate leak of personal and confidential Data results from any exploitation that the Licensee and their Users have authorized, PG Solutions cannot be held responsible, unless one of the representatives of PG Solutions has directly or negligently participated in this leak.

2.4.5. Operational Responsibilities

The Licensee and their Users are responsible for ensuring that any access to the Data and any use of the Data does not affect nor alter the Data (Data corruption) or the performance of the Software. Any related remedial work by PG Solutions will be at the Licensee's expense, unless the data corruption is caused by a Fault, in which case all remedial work will be at the sole expense of PG Solutions.

2.4.6. Read-Only Access

The Licensee may at all times access all Software Data through read-only access to databases. Depending on the license agreement for certain databases used, access to and use of the Data may only be possible through the functionalities of the Software, i.e.: through the human-machine interface or through the APIs developed by PG Solutions. This is the case, among others, with Oracle licenses of the ASFU (application specific full use) type and certain Microsoft licenses.

2.4.7. Costs Related to the Use of Data

The only fees applicable to the Licensee are those related to the professional services of PG Solutions for the creation of Programmed Views and data

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extraction or those related to the acquisition of a generic or specific API developed by PG Solutions.

2.5. Data Model Property

PG Solutions retains ownership of the Data Model, also known as the Data Schema. Under no circumstances shall the Licensee and their Users make the Data Model accessible to third parties without the prior written consent of PG Solutions.

2.6. Reproduction Restrictions

The Product is protected by Intellectual Property Rights. Any reproduction without the prior written permission of PG Solutions of the Software, (including its modification, merger or inclusion in another product), or of the accompanying Documentation is strictly prohibited. The Licensee may be subject to legal penalties for any violation of such Intellectual Property Rights caused or encouraged by the Licensee's failure to comply with the terms of this Agreement.

Subject to the above restrictions, the Licensee may make backup copies of the Software for the Licensee's own use if such Software is not copy-protected. The copyright notice shall be reproduced and included on backup copies.

2.7. Usage Restrictions

Distribution to third parties of copies of the Software or accompanying Documentation is strictly prohibited. Any modification, adaptation, translation, "reverse engineering", decompilation, disassembly, exploitation of stored procedures or creation of works based on the Software, as well as any modification, adaptation, translation or writing of works based on the Documentation are strictly prohibited without the prior written consent of PG Solutions.

2.8. Transfer Restrictions

The license to use the Software is granted only to the Licensee and cannot be transferred to anyone without the prior written authorization of PG Solutions. Any transferee so authorized shall be bound by the terms of this Agreement and the Limited Warranty. The Licensee may not under any circumstances transfer, assign, rent or sell the Software, or dispose of it in one way or another on a temporary or permanent basis, except as expressly provided herein. In the event of a change in status (or entity) of the Licensee while this license is in force, such as a merger with another entity, for example, all the clauses of this Agreement must be reassessed as of when such change comes into effect. PG Solutions may, at its sole discretion, assign or transfer this license to any new entity upon payment of any additional license fees that may apply.

2.9. Other prohibitions

Except as provided herein, it is strictly prohibited to:

- 2.9.1.** Cause or permit the development of works which would result in competing directly or indirectly with the PG Solutions Products in the Licensee's possession and therefore covered by this Terms Agreement.
- 2.9.2.** Disclose any results of performance testing or security testing of the Software to any third party outside of the Licensee's normal course of business without obtaining PG Solutions' prior written consent.

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Software Warranty

2.10. Subject to full payment of the CESA program, the warranty covers all Software Faults caused by defects in the design or production of the Software. Not covered by this warranty:

- 2.10.1.** Irregularities caused by improper use by the Users;
- 2.10.2.** Data corruption resulting from the unapproved use of the database by the Licensee and their Users;
- 2.10.3.** Problems resulting from the instability of the Licensee's IT infrastructure;
- 2.10.4.** Problems caused by other software that resides with the Warranted Software;

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- 2.11. The costs of transferring the Software to another Computing Equipment of the Licensee. **The warranty and obligation of PG Solutions to give the Services provided for in this Agreement** are subject to the Software being used in conjunction with Computer Equipment meeting the specifications required by the Software and to the condition that there have been no changes or modifications to the Software by anyone other than PG Solutions and which have not been endorsed by PG Solutions.
- 2.12. The costs incurred to correct the malfunctions noted by the Licensee will be borne by PG Solutions, with the exception of items not covered by the warranty in points 2.10.1 to 2.10.4.
- 2.13. The Licensee acknowledges that there are no other obligations, representations, warranties or conditions for PG Solutions, express or implied, statutory or otherwise, than those set forth in this Agreement in connection with the general conditions governing the use of the Products and Services. PG Solutions undertakes, however, to make the Products and Services referred to herein comply with the good practices applicable in the matter.
- 2.14. The foregoing text constitutes the only warranty given by PG Solutions for its Software and excludes all other warranties, of any form whatsoever, express or implied, statutory or otherwise, including, without this enumeration being exhaustive, any implied warranty of the nature suitable for marketing or a particular purpose.
- 2.15. No oral or written information or advice given by PG Solutions, its dealers, its distributors, its agents or its employees shall create a warranty or in any way extend the subject matter of this warranty, and the Licensee shall not rely on any such information or advice as such.
- 2.16. This warranty gives you specific legal rights. You may have other rights which vary from province to province and some of the limitations contained in this limited warranty may not apply to you.
- 2.17. In the event of a conflict between any provision herein and any applicable federal or provincial law, that law shall prevail over the conflicting provision, but shall not invalidate the other provisions. This limited warranty is governed by the laws in force in the province of Québec for the benefit of PG Solutions, its successors and right holders.
- 2.18. PG Solutions shall not be liable for any damage caused by a delay in delivery, the installation or provision of Software or Services under this Agreement, when such delays are due to causes beyond reasonable control.

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Liability of the Licensee

The Licensee is subject to the following responsibilities:

- 2.19. The responsibility for monitoring, managing, controlling, using and installing updates to the Software, including updating the Documentation.
- 2.20. The responsibility for maintaining their IT Equipment and IT Infrastructure according to the specifications prescribed by PG Solutions for the proper use of the Software under agreement.
- 2.21. The responsibility to ensure that the Users using the Software subject to this Agreement will have all the skills and will have received all the training necessary for the proper use of the Software.
- 2.22. The responsibility to ensure the establishment of an adequate backup plan including, for example, alternative methods or accesses to qualified technical personnel to assist in the diagnosis and collaborate in the correction of Software Faults.
- 2.23. The responsibility to take the necessary measures and to act as a guarantor for all Users having access to the Software or related material so that they comply with the same obligations that the Licensee has to comply with, relating to the use, reproduction, modification, protection and security of the Software and the documentation on its use and operation.
- 2.24. The responsibility to comply with all applicable laws and regulations when using the Products and any related services.

Entry Into Force of Licenses

- 2.25. The effective date of the Licenses corresponds to the date on which PG Solutions begins the installation of the Software.

Payment for Software and Services

2.26. Invoicing Methods:

- 2.26.1. Proprietary Software is billed upon installation;
- 2.26.2. Third-Party Software is invoiced when ordered;
- 2.26.3. Professional Services are billed monthly based on the services rendered.

Termination of License Without Cause

2.27. Termination of a Perpetual License

As the Perpetual License grants a right of perpetual use, the termination is only applicable to the CESA program. The Licensee should refer to Section 3.9, Termination of the CESA.

In the event that the Licensee wishes to exercise their right to cancel the Software, the Licensee agrees in good faith to do the following:

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- To ensure that a backup copy of the Data is taken;
- In the case of perpetual licenses: to keep a single copy of the Software and to destroy all other copies;
- To respect clauses 3.3 to 3.9 of this agreement, which remain applicable even in the event of a termination.

2.28. Termination of a Limited Term License

As the Limited Term License grants a right of use for a limited period of time, termination may apply either by the non-renewal of the subscription period at the end of the term or by termination of the current subscription. The Licensee should refer to Section 3.9, Termination of the CESA.

In the event that the Licensee wishes to exercise their right to cancel the Software, the Licensee agrees in good faith to do the following:

- To ensure that a backup copy of the Data is taken;
- To respect clauses 3.3 to 3.9 of this agreement, which remain applicable even in the event of a termination.

3. General Terms and Conditions of the CESA Program

CESA

The CESA program includes maintenance and support services, as well as a basic Software evolution service. The CESA program is mandatory to keep your licenses up to date and to ensure their support. Any termination of the CESA program would result in the loss of these services.

In the event that the Licensee wishes to migrate to another business solution, a request for the termination of the CESA program must be made (clause 3.9). As provided when granting a Perpetual License, the Licensee retains their right of use during the transition period to the other business solution. These transition periods are generally a few months and cannot exceed 6 months without prior agreement with PG Solutions. Following these transition periods, the consultation of data remains a perpetual right.

PG Solutions is the only company authorized to offer maintenance and support services, as well as a basic upgrade service for PG Solutions' Software.

3.

3.1. Maintenance Services

PG Solutions undertakes towards the Licensee to maintain the maintenance of its Software according to the evolution of the related business domain. To this end, the Licensee may benefit from the main following advantages:

3.1.1. Software updates, including:

- All Fault fixes available;
- Any enhancements to existing functionalities that result from specific and/or relevant enhancement requests by other Licensees;
- Any improvements that PG Solutions deems relevant to include;

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- Any changes resulting from legislative and regulatory modifications.
- 3.1.2. Remote assistance, including:**
 - The correction of any Fault preventing the Software from performing its normal and intended functions or the assistance to Users to circumvent it.
 - The correction of interruptions, beyond the Licensee's control, of a computer process resulting directly from a programming error within the framework of the normal and intended use of the Software that does not make it possible to carry out the normal and expected functions of the Software or the assistance to the Users to circumvent interruptions.
 - Assistance in recovering Data from the most recent readable backup copy if needed because of a Fault.
 - The availability to the Licensee of corrections (patches) on the current version of the Software, the exclusive purpose of which is the immediate and/or temporary correction of the Faults.
 - The availability to the Licensee of a copy of each new version of the Software that PG Solutions issues, as they become available.
 - PG Solutions cannot commit to release new versions for the Software during the term of this Agreement, nor to release a predetermined number of versions, nor with respect to a predetermined time frame in relation to the release of versions.

3.2. Support Services

PG Solutions commits to the Licensee to provide remote support through a support agent for a maximum annual duration of between 10 and 40 hours depending on the Software (Product Line) acquired (See Appendix A). This maximum duration per Software applies to all Software acquired by the Licensee as well as to those acquired during the year.

In the event that the Licensee exceeds the maximum duration of support, they must acquire a bank of additional hours. Exceeding this maximum generally indicates the need for refresher training. These banks of hours will not be reduced if any intervention by PG Solutions is required for a reason related to a Software Fault. To this end, the Licensee may benefit from the main following advantages:

- 3.2.1.** Access to the PG Solutions Customer Portal;
- 3.2.2.** Access to a toll-free telephone support line;
- 3.2.3.** Access to support services.

This assistance is available to Users who have undergone prior training on the use of the Software, whether this has been provided by PG Solutions or by the Licensee, and to the resources of the IT department's management.
- 3.2.4.** For all services requiring travel to the Licensee's premises, actual working time and travel will be billed at prevailing rates.
- 3.2.5.** In addition to the services mentioned, PG Solutions undertakes to make available to the Licensee and their Users professional consulting services, training or any other form of assistance related to the Licensee's computer systems and not covered by this Agreement. These additional services will be billed at the current rate.
- 3.2.6.** Limitations to the Support Services:

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- This Agreement does not include any liability for Malfunctions caused by external software;
- PG Solutions does not recognize any responsibility in relation to the direct or indirect consequences that may result from the use of the Software. In the event of malfunctions, the responsibility of PG Solutions is limited to correcting the Faults or providing the Users with an alternative working method (a different way of using the Software/Data to produce an adequate result) to circumvent these malfunctions.
- Although PG Solutions undertakes to correct all Faults, it is possible that any method of circumvention by an alternative working method (a different way of using the Software and/or its data to produce the expected result) judged as adequate by PG Solutions will be deemed a temporary or permanent fix, in which case the Licensee shall proceed with that method.

3.2.7. Support Services Exclusions:

In a non-exhaustive manner, this Agreement does not include the types of interventions aimed at the following:

- Assistance to new Users or temporary Users hired by the Licensee who have not followed the prior training sessions on the use of the Software by PG Solutions or equivalent training provided by the Licensee;
- The addition, replacement or configuration of workstations;
- The addition, replacement or configuration of peripherals;
- Assistance for problems related to Equipment and software, other than proprietary PG Solutions Software and third-party Software sold by PG Solutions, that the Licensee owns;
- The correction of problems caused by a virus not introduced by PG Solutions;
- The installation and configuration of related software, such as Microsoft Windows, Microsoft SQL Server, Microsoft Office, backup software, or antivirus software;
- The reinstallation and reconfiguration of the Software, following problems such as breakage or failure of Computer Equipment, viral infections not introduced by PG Solutions, installation of software other than that of PG Solutions, change of Computer Equipment or any other cause unrelated to the use of PG Solutions Software;
- Data conversion for Software changes, data merges or data transfers to a third-party software;
- The export or bridges to external systems;
- Unless otherwise agreed, the modification and customization of the Software.

3.2.8. Accessibility of the Support Services

- Monday to Friday from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 4:30 p.m. (EST), except for statutory holidays applicable in the province of Québec.

Upon prior agreement, the Licensee may use the support services of PG Solutions twenty-four (24) hours a day and seven (7) days a week, and this, according to specific terms and rates agreed between the parties.

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3.3. Basic Evolution Service

PG Solutions undertakes towards the Licensee to offer a basic evolution of its Software. The basic evolution includes minor improvements, whether of a functional or ergonomic nature. PG Solutions cannot commit to delivering a predetermined number of enhancements in each version made available to the Licensee.

3.4. CESA program exclusions

This excludes the following:

- 3.4.1. Support resulting from a lack of User training;
- 3.4.2. Support resulting from issues caused by the Licensee's or their Users' negligence or misuse of the Licensed Software;
- 3.4.3. Support resulting from problems with the Licensee's Computing Equipment or Computing Infrastructure;
- 3.4.4. Support resulting from problems arising from other software not covered herein;
- 3.4.5. Maintenance costs relating to changes to be made to the Agreement Software as a result of any modifications by other Licensee's suppliers to their own products which may or may not be linked with such Agreement Software;
- 3.4.6. Support related to databases that are not related to the Software provided by PG Solutions, or to the Data architecture thereof;
- 3.4.7. Travel expenses incurred by travel required by the Licensee and which will be billed at the prevailing rate.

3.5. Licensee Responsibilities

Since PG Solutions' liability is linked to that of the Licensee, the Licensee agrees to the following:

- 3.5.1. Not to allow unauthorized users access to PG Solutions Software, unless specified and authorized by the parties;
- 3.5.2. To make available all the necessary resources to allow the realization of the support;
- 3.5.3. In the event of a movement of the Licensee's personnel, the latter must ensure that the users of the Software under the agreement will have all the skills necessary for the proper use of the Software when and if the need arises. To this end, they must provide a suitable training plan to meet the needs of their Users;
- 3.5.4. To determine, in agreement with PG Solutions, the time periods during which the support to the Software will have to be provided;
- 3.5.5. To give PG Solutions full access to its facilities during support periods;
- 3.5.6. To provide PG Solutions with all required information, authorizations, approvals and instructions necessary or useful to enable PG Solutions to fulfill its obligations hereunder;
- 3.5.7. To enter, update, verify and correct the various basic parameters of the Software;
- 3.5.8. To test the various Software following the delivery of modifications or corrections;

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- 3.5.9.** To connect its computer system to a fast and adequate internet network so that PG Solutions can provide the expected services;
- 3.5.10.** To identify a main stakeholder responsible for communications with PG Solutions who can make decisions regarding the computer systems;
- 3.5.11.** To ensure that its users have the minimum knowledge required for the operation of the Software as well as the Microsoft Windows environment and the Microsoft Word and Microsoft Excel office tools.

3.6. Entry Into Force of the CESA Program

The effective date of the CESA program corresponds to the date on which PG Solutions begins the installation of the Software.

3.7. Duration of the CESA Program

Unless there is a prior agreement with the Licensee, the term of this agreement begins on the date of entry into force of the CESA program and ends on December 31st of the current year.

3.8. Renewal of the CESA Program

Unless there is a prior agreement with the Licensee, the CESA program is renewed on January 1st of each year, for a period of twelve (12) months.

More than ninety (90) days before the renewal date, a CESA program renewal notice indicating the applicable statutory increase for the following twelve (12) month period will be sent to Licensees.

More than sixty (60) days before the renewal date, PG Solutions will send the CESA program renewal invoice for the following twelve (12) month period.

3.9. Termination of the CESA Program

It being understood that the Licensee expressly waives their right to terminate under the terms of sections 2125 and following of the Civil Code of Québec, upon sixty (60) days written notice to PG Solutions, the Licensee may terminate the CESA program.

3.9.1. Termination of a Perpetual Licensed Software's CESA Program

In the event that the Licensee wishes to terminate their CESA program, the Licensee understands that they will cease to benefit from the CESA program on the date of termination agreed to by the parties.

3.9.2. Termination of a CESA Program for a Software with a Limited Term License

In the event that the Licensee wishes to terminate their CESA program, the Licensee understands that they will cease to benefit from the use of the Software and the CESA program on the termination date agreed to by the parties.

3.9.3. CESA Program Credits and Termination Fees

- If the termination is requested within thirty (30) days of the entry into force or renewal of the CESA program for the current year, a prorated credit for the number of months remaining in the current year will be issued.
- If the termination is requested after more than thirty (30) days from the entry into force or renewal of the CESA program for the current year, a

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prorated credit for the number of months remaining in the current year minus an administrative fee of 15% will be issued.

- In the event of a termination for cause by PG Solutions, no credits will be issued.

3.10. Payment of the CESA Program

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- 3.10.1.** The price of the CESA program appears either in the Service Offering duly signed by the parties or on the renewal invoice issued.
- 3.10.2.** The price of the CESA program payable in the first year normally corresponds to the prorated distribution of the current year's remaining months from the date of entry into force of the CESA program.
- 3.10.3.** If the Licensee fails to make payment for CESA program on time, PG Solutions reserves the right, at its sole discretion, to discontinue the CESA program services until the Licensee has paid to PG Solutions the sums due to it in capital and interest or to terminate their CESA program.

3.11. General Provisions

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- 3.11.1.** PG Solutions assumes no responsibility for the validity and accuracy of the Licensee's Data, and for the loss of Data or processed files. In general, and without limiting the scope of the foregoing, PG Solutions cannot:
 - Be liable to the Licensee or any other person for any damage to any equipment, facility, device or appliance provided by or for such Licensee, or to any property belonging to the Licensee;
 - Be liable for any indirect financial loss that may result from the application of this Agreement of any nature or for any reason whatsoever, unless a representative of PG Solution has participated directly or through negligence in the mistake giving rise to financial loss;
 - Be liable for any circumstance arising from an act of God or any circumstance or event beyond the control of PG Solutions including, without limitation, fires, accidents, wars, riots, strikes, lockouts, labour relations problems, acts of civil or military authority, or inability to obtain from usual suppliers the materials or labour necessary to perform the obligations of PG Solutions.
 - Be liable in the event of a virus present on the Licensee's system, but not transmitted by PG Solutions. If this should happen, PG Solutions undertakes to provide a new copy of the Software recently delivered and affected if necessary, but cannot be held responsible for the direct or indirect consequences resulting from the presence of a virus on the Licensee's system prior to or subsequent to delivery of the Software.

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4. General Terms and Conditions of Hosting Services

PG Solutions offers Hosting Services through Hosting Centres located in Canada.

4.

4.1. Hosting Services

PG Solutions agrees to use reasonable efforts to provide the following Hosting Services:

- 24/7 exploitation and operation of the Software;
- A service availability rate of 99.5%;
- Secure physical access with limited access, biometric access and a 24/7 security guard;
- Infrastructure monitoring and availability as well as support in case of failure;
- The management of daily “on-site” backup copies for a retention period of fifty-six (56) days of the server content and the weekly transfer of this data to the secure external vault for a retention period of twenty-eight (28) weeks;
- An application recovery time within 24 to 48 hours;
- The detection and protection against intrusions and the verification of attack models. Any intrusion will be communicated to the Licensee;
- A secure access link (https);
- Updates to server operating systems and databases as well as updates to the hosted software;
- The optimization of the solution’s Hosting Centre’s capacity and performance.

4.2. Installation and Configuration of Hosted Software

PG Solutions undertakes to deliver the Hosted Software installation and configuration services to the Licensee, with either:

- The implementation of the Software, including its technical configuration;
- The Software evaluation and verification process;
- The relevant documentation.

4.3. Duration, Price and Renewal

- The duration of the Hosting service is as specified in the Service Offering;
- The prices and terms of renewal are as specified in the Service Offering.

4.4. Termination of Hosting Services

It being understood that the Licensee expressly waives their right to terminate under the terms of Article 2125 and following articles of the Civil Code of Québec, upon sixty (60)-day written notice to PG Solutions, the Licensee may cancel the Hosting Services.

4.4.1. Credits and Termination Fees for Hosting

- If the termination is requested within thirty (30) days of the entry in force or renewal of the current year’s Hosting, a prorated credit for the number of months remaining in the current year will be issued.
- If the termination is requested after more than thirty (30) days from the entry into force or renewal of the Hosting for the current year, a prorated

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credit for the number of months remaining in the current year minus an administrative fee of 15% will be issued.

- In the event of a termination for cause by PG Solutions, no credits will be issued.

4.5. Data

As part of the Hosting Services entrusted to PG Solutions and for this sole purpose, the Licensee grants PG Solutions the authorization to collect, handle and store their Data. Whereas, to the extent possible, the Licensee has obtained the consent of the relevant people or entities and, in doing so, does not violate any applicable law.

4.5.1. Location of customers' Data

Customer Data is located at all times in Canada.

4.5.2. Customer Data measures

At the end of this Agreement, if any Data collected under this Agreement remains in the possession of PG Solutions or one of PG Solutions' Hosting Centres, PG Solutions declares and warrants that such Data will be immediately returned to the Licensee or destroyed, as the Licensee requires. Data will be returned to the Licensee in a format reusable by the Licensee.

4.6. Security Measures

PG Solutions will implement reasonable security standards in its Hosting Centres as it deems necessary, but in no way lower than industry standards.

PG Solutions undertakes to take the necessary steps to allow access to the Data only to people for whom this information is necessary for the performance of their duties.

4.7. Audit

PG Solutions applies a policy of annual audits.

4.8. Exclusions

PG Solutions shall have no obligation or liability to the Licensee in connection with its Hosting Services other than the services listed in clause 4.1. Any other aspect of PG Solutions' Hosting Centres not listed in this clause is the sole responsibility of the Licensee, including:

- The Licensee's local network;
- The Licensee's internet access;
- The performance or errors of the DNS service;
- The Licensee's workstations;
- The Licensee's Equipment;
- Other items of the same nature.

4.9. Other Exclusions

PG Solutions shall have no obligation or liability to the Licensee to maintain the Hosting Services in the following cases:

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- Any disruption resulting from the cessation of operation of a utility or third-party provider outside of PG Solutions' control;
- Any interruption of an exceptional nature, with notice to the Licensee at least five (5) days before this interruption (except in the event of an emergency, in which case this notice must be given as soon as possible), due to maintenance, inspection, repair or optimization of the server, which may not exceed two (2) hours per interruption or more than once a month (except in the event of exceptional circumstances beyond the control of PG Solutions); and
- Any interruption for financial reasons, with prior notice to the Licensee at least 45 days prior to such interruption, due to the Licensee's failure to pay any fees or other amounts payable to PG Solutions under the Agreement or hereof, if the Licensee has not corrected the said failure within this period of 45 days of notice from PG Solutions, all without prejudice to its other rights and remedies; and
- Any interruption imposed by a judgment or any other enforceable decision of a competent authority.

5. General (Applicable to All Services and Products)

5.

5.1. Applicable Law and Jurisdiction

This Agreement is governed by the laws of the Province of Québec and the laws of Canada applicable therein and shall be interpreted in accordance with these laws, with the exception of the rules governing the conflict of laws. Each of the parties agrees that any dispute arising directly or indirectly from this Agreement, in particular any question concerning its existence, validity or termination, will be subject to the exclusive jurisdiction of the courts of the Province of Québec.

5.2. Privacy

The parties acknowledge that in the performance of the Agreement, they may obtain or have access to Confidential Information of the other party. The parties undertake to use the Confidential Information only for the purposes for which it has been disclosed, and this, within the framework of the execution and exercise of their rights under the Agreement, or as may be required by law. The parties agree not to disclose the other party's Confidential Information to anyone except: (i) to their respective employees, suppliers, subcontractors, agents and representatives, only insofar as this is necessary for the purposes of the Agreement and where these parties undertake to comply with the Agreement and apply confidentiality measures which are at least as demanding as those set forth in this Agreement and (ii) in response to a subpoena or court order. In such event, the party subject to such order shall immediately direct the requesting party to the other party, and, to the extent that such notice is not prohibited by law, shall immediately notify the latter upon receipt of such a request. The party affected by such an order will allow the other party to intervene and make the necessary representations with respect to it.

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5.3. Limit of Liability

- 5.3.1.** To the extent permitted by applicable law, PG Solutions' cumulative maximum liability under the Agreement, whether under tort or contract, shall under no circumstances exceed in the aggregate the value of the total amount paid to PG Solutions by the Licensee within the twelve (12) months prior to the event that engaged PG Solutions' liability hereunder.
- 5.3.2.** Neither party shall be liable to the other party for any indirect damages, consequential damages, punitive damages, loss of income or profits or exemplary damages, even if it has been advised of the possibility of such damages.
- 5.3.3.** PG Solutions is not liable for damages caused by an act of God, labour strike or any other event beyond its control or for damages caused by the acts, deeds or omissions of the Licensee's agents, representatives, employees or third parties.

5.4. Termination for Breach

Either Party May Terminate this Agreement:

- a) If the other party materially breaches any provision of this Agreement and does not correct such breach within 60 (sixty) days upon receipt of a written notice of such breach from the non-faulty party.
- b) Upon termination of the Agreement: (i) the Licensee must immediately cease using the cancelled Software and erase it from their equipment and systems (including, to the extent possible, all backup copies); (ii) PG Solutions ceases to provide the Licensee with the Professional Services, Hosting Services and Support Services, as applicable; (iii) PG Solutions is entitled to payment of all undisputed charges accrued to the date of termination, as applicable.

5.5. Warranty

PG Solutions underwrites and maintains a civil and professional liability insurance policy of one million dollars (\$1,000,000) per claim and ten million dollars (\$10,000,000) globally for all claims occurring during the term of the Agreement.

5.6. Act of God

Except for the obligation to pay any amount due, a party who cannot perform an obligation as expected or on time due to an act of God event is excused from performing its obligation so long as, and to the extent that the act of God event prevents, hinders or delays its execution. For the purposes hereof, an "**Act of God**" means any event beyond a party's reasonable control, including but not limited to natural disasters, government actions, floods, fires, earthquakes, public disorders, acts of terrorism, strikes, lockouts or other labour disputes, pandemics, failures or delays attributable to an internet provider or utility, or denial-of-service attack. The party affected by an Act of God must notify the other party in writing. If the party having notified the other party of the Act of God is unable to resume performance of its obligations within 30 days and is unable to give within this period reasonable assurance

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that it will resume performance of its obligations within 15 days of this period, the other party may terminate the Agreement by giving a 15-day prior written notice.

5.7. Entire Agreement

This Agreement (including its preamble and Service Offerings) constitutes the entire agreement between the parties and supersedes and replaces all prior or existing agreements, representations and warranties, whether oral or written, between the parties regarding the subject of this Agreement.

5.8. Notice and Election of Domicile

Any notice under this Agreement must be given in writing and sent by any means allowing the sender to obtain proof of receipt by the addressee at the addresses indicated in the Service Offering, at which the parties otherwise elect domicile for the purposes of the Agreement. These addresses may, however, be changed by notice to the other party.

5.9. Language

Any written or oral communication relating to the Agreement must be in writing and in French unless there is a written agreement between the parties.

5.10. Independent Companies

The parties acknowledge that they each act as independent entities and are free to operate and manage all aspects of their business at their sole discretion. PG Solutions will not act as an agent of the Licensee, except in accordance with a written mandate.

5.11. Nullity of a Provision

If any provision of this Agreement is declared invalid, illegal or otherwise unenforceable by a court having jurisdiction, its invalidity, illegality or unenforceability will not affect the other provisions of the Agreement, nor the Agreement as a whole, but such provision shall be deemed modified to the extent required in the opinion of the court to avoid its invalidity, illegality or unenforceability. As of this modification, the rights and obligations of the parties will be interpreted and applied according to this modification, while preserving as much as possible the intention and the agreement of the parties stipulated in this Agreement.

5.12. Waiver

Any waiver of any provision of the Agreement must be in writing and signed by the parties. The waiver of the exercise of a right shall never be interpreted as a waiver of the exercise of this right in the future or of the exercise of any other right, unless the text of this waiver indicates otherwise.

5.13. Jurisdiction

The settlement of any dispute arising from the application or interpretation of this Agreement that has not been settled amicably shall be submitted to the competent court sitting in the judicial district of Montréal, Québec, excluding any other court.

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5.14. Survival of Certain Provisions

The conclusion of the Agreement in no way releases the parties from their obligations and commitments stipulated in Articles 2.3 to 2.9, 5.2 and 5.9, the extent and nature of which are such that they must survive the conclusion of the Agreement.

This Agreement is available in its entirety on the PG Solutions website:
<https://www.pgsolutions.com/fr/xxx/>

Conclusion of Terms Agreement

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Appendix A – Additional Information

Support Hours by Software (Product Line):

Software (Product Line)	Maximum Annual Duration
AC-Finances SFM	40 hours
AC-Finances MegaGest	15 hours
AC-Évaluation	20 hours
AC-Territoire	15 hours
AC-Loisirs	15 hours
Right to use RL-24 slips	5 hours
Addition of an organization in the multi-organization	5 hours
AC-Documents	15 hours
AC-En Ligne UEL	0 hour
AC-En Ligne PMEL, PEL et DEL	0 hour
Web portal and configuration tool (Ivwana)	5 hours
Première Ligne	15 hours
Première Ligne – Multi-services only	5 hours
CTSpec	15 hours
Evaluation + SMI	10 hours
Equipment	0 hour
ACCEO – Finances	40 hours
ACCEO – Justice	15 hours
ACCEO – Loisirs	15 hours
ACCEO – Territoire	15 hours
ACCEO – Immonet	0 hour
ACCEO – Général	0 hour

Rates in effect for the current year (2022):

Population under 5,000: Hourly rate = \$130/hour

Population of 5,000 and over: Hourly rate = \$160/hour

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SLO

This table represents our goals for call-handling response time based on priority:

Level	Priority	Description	Maximum response time	Objective
1	Critical	Complete shutdown, inability to access or major failure of the <i>software</i> which halts the client's operations for one or more users for a critical period.	1 hour	95% of cases
2	High	Major <i>software</i> problem disrupting operations.	4 hours	90% of cases
3	Moderate	Issue that does not disrupt operations and has an acceptable workaround.	8 hours	85% of cases
4	Low	Minor issue or user information request.	24 hours	80% of cases