

SERVICE LEVEL AGREEMENT

This Service Agreement ("SLA") is a legal agreement between you ("Client") and TaiRox Software Inc. ("TaiRox") that sets out the terms and conditions governing TaiRox's Integrity Testing Service ("Testing Service").

1. **DESCRIPTION OF SERVICE.** There are 3 key infrastructure components involved in the provision of the Testing Service: Client's Sage 300 infrastructure, TaiRox's cloud based FTP service ("FTP Site") and TaiRox's testing infrastructure. Client's Sage 300 infrastructure will include a TaiRox program, SOX Backup Express that will be set up by Client's staff or Sage 300 business partner to run on a daily basis, backing up specified Sage 300 databases and uploading the databases to the FTP Site. TaiRox's testing infrastructure will include a TaiRox program, SOX Backup Enterprise that will be set up by TaiRox to download the databases from the FTP Site, restore the downloaded databases and perform an integrity check of the restored databases. The SOX Backup Enterprise program will be set up to manage a specified number of downloaded sets ("Archives") with the oldest daily Archive to be deleted at the end of each daily cycle. Email notifications are sent to specified Client email addresses as the last step in each SOX Backup Express and SOX Backup Enterprise programs. Notifications, if sent, indicate the success or failure of a portion of the service. Notifications, if not sent, indicate a failure of a portion of the service.

2. **CRITICAL SERVICE FAILURES.** An inability of the FTP Site to receive or transmit data for 2 consecutive business days is agreed to be a Critical Failure of the Testing Service. An inability of TaiRox's infrastructure to retrieve data from the FTP Site for 2 consecutive business days is agreed to be a Critical Failure of the Testing Service.

3. **NON-CRITICAL SERVICE FAILURES.** TaiRox's infrastructure is based on a Microsoft Windows platform that experiences occasional software failures. Such failures may cause the restoration of one or more databases retrieved from the FTP Site to fail occasionally. The information in a database that is not restored remains in the daily Archives. An inability to restore or test a database is agreed to be a Non-Critical Failure of the Testing Service. Any failure of the Testing Service not agreed to be a Critical Failure of the Testing Service is considered to be a Non-Critical Failure of the Testing Service.

4. **SERVICE FAILURE EXCLUSIONS.** TaiRox is not responsible for any service failure caused by a failure of Client's infrastructure or set up. Such failures include, but are not limited to: changed or expired network passwords, changed or expired database passwords, changed or expired Sage 300 passwords, changed network access rights, changed database access rights, changed Sage 300 permissions, hardware failures, power failures, shut-down or rebooting of computers, failures caused by software changes, failures caused by user actions that temporarily restrict access to databases or Sage 300 programs, failures caused by malware infections, failures caused by ransomware lockdown of files, failures caused by duplication of scheduled tasks in test environments, and failures caused by extended interruption of Client's internet connectivity.

5. **SERVICE LEVELS AND REFUNDS.** More than 1 Critical Failure or more than 2 Non-Critical Failures in any one calendar month qualifies client for a single refund of 10% of the monthly fee (or 0.85% of the annual fee) paid by Client to TaiRox. Total refunds in any one calendar month will be capped at 40% of the monthly fee (or 3.4 % of the annual fee) paid by Client to TaiRox. Refunds will not apply if failures are the result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Refunds will be applied when the next fee is due. Clients may ask at any time for a record of refund events that have occurred, but no more frequently than twice per month.

6. **ACCESS TO TAIROX ARCHIVES.** The Testing Service stores Client's Sage 300 databases at a location not on Client's site. This data could represent the most recent or most accessible data after a catastrophic failure of Client's infrastructure and backup processes. Upon request, TaiRox employees will provide access to a TaiRox

copy of Client's data on a time and material basis, which is a cost in addition to the cost of the Testing Service. There are important limitations to data quality and data completeness set out in this SLA.

7. DATA QUALITY. The Testing Service provides a mechanism for daily testing of Client's Sage 300 databases. A successful daily service restores the Client's data in an off-site location, performs a data integrity test specific to Sage 300 databases and sends an email notification that includes the data integrity test results as an attachment. TaiRox does not review or provide an opinion on the importance of the data integrity test results and is not responsible for the quality of Client data. TaiRox recommends that the data integrity test results be reviewed by the Client and their Sage 300 business partner on a regular basis.

8. DATA COMPLETENESS. Client may occasionally add Sage 300 databases to their infrastructure or make other changes to their infrastructure that affect what data is being backed up as part of the Testing Service. It is Client's responsibility to inform TaiRox of any changes that affect the Testing Service. Failure to do so may result in missing databases in the TaiRox Archive or non-production copies of databases in the TaiRox Archive. TaiRox recommends that Client and their Sage 300 business partner review the Testing Service email notifications on a regular basis. The email notifications contain a list of all databases processed by the Testing Service and the server names on which the operation is performed.

9. TERM AND TERMINATION. The Testing Service is provided on a monthly basis. TaiRox or Client may cancel the Testing Service with 3 months' notice. Without prejudice to any other rights, TaiRox may terminate this SLA without notice if Client payments are overdue.

10. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TAIROX OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE TESTING SERVICE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS SLA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF TAIROX OR ANY SUPPLIER, AND EVEN IF TAIROX OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that Client might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of TaiRox and any of its suppliers under any provision of this SLA and Client's exclusive remedy hereunder shall be limited to the amount actually paid by Client for the Testing Service. The foregoing limitations, exclusions and disclaimers (including Section 10) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

12. APPLICABLE LAW. This SLA is governed by the laws of British Columbia, Canada and any parties hereby submit to the exclusive jurisdiction of the British Columbia courts.

13. ENTIRE AGREEMENT; SEVERABILITY. This SLA is the entire agreement between Client and TaiRox relating to the Testing Service and the support services (if any) and they supersede all prior oral or written communications, proposals and representations with respect to the Testing Service or any other subject matter covered by this agreement. To the extent the terms of any TaiRox policies or programs for support services conflict with the terms of this agreement, the terms of this agreement shall control. If any provision of this agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.