TASKE Services
End User License Agreement (EULA)

With both parties executing this Agreement and by Customer accessing and using the Services (as defined below), **Customer** ("Customer") and TASKE Technology Inc. agree to be bound by this End User License Agreement (the "EULA") and the Sales Order document provided to Customer by TASKE or sent as a private offer that is accepted by Customer from TASKE via the AWS Marketplace (the "Sales Order") (the EULA and the Sales Order are collectively, the "Agreement") which is a legal contract between Customer, and TASKE Technology Inc. ("TASKE" or "Vendor"). If Customer execute this Agreement and Customer are using the Services on behalf of a company, organization, or other legal entity, Customer represent and warrant that Customer are authorized to do so and have the authority to bind such entity to this Agreement, in which case the word "Customer" shall refer to such entity. This Agreement contains exclusions of warranties and limitations of liability. "Services" means the TASKE Cloud and/or TASKE Contact services made available to Customer by TASKE pursuant to this Agreement. This Agreement may be modified only through a mutually executed amendment to this Agreement. This Agreement is effective upon acceptance of Private Offer (the "Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees as follows:

1. Users

A. Customer will designate one or more individuals as the application administrator(s) for Customer who will be responsible for setting up a username and a password for each individual user (each a "Registered User"). Customer is responsible for each Registered User's compliance with this Agreement and or any person to whom Customer has given access to the Services or who gains access to the Services even if such user was not authorized by Customer excluding any person, but not a Registered User, who accesses the Services by or through TASKE (or TASKE's supplier(s), partner(s), agent(s), or subcontractor(s)) without Customer's written authorization.

B. Customer is solely responsible for all actions of the Registered Users as well as any unauthorized use, excluding use by or through TASKE (or TASKE's supplier(s), partner(s), agent(s), or (sub)contractor(s)), without Customer's written authorization, including the content of all visual, written, or audible communications. Customer represents, warrants and covenants that it will not use the Services in any way that is unlawful, is prohibited by this Agreement and which would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although TASKE and its third-party suppliers and partners are not responsible for the misuse of the Registered User Account, unless the misuse is a result of the act(s) or omission(s) of TASKE (or TASKE's supplier(s), agent(s), or (sub)contractor(s)), TASKE and its third-party suppliers and partners may delete any content in violation of the foregoing that TASKE or its third-party suppliers or partners become aware of, at any time without notice. Customer shall ensure that the Registered User Account credentials remain private and confidential.

C. Payment. Customer agrees to pay the applicable amount for Customer's use of services as set out in the Private Offer. Any renewal term fees for Services shall not exceed five percent (5%) of the previous term pricing. All Services invoiced hereunder that are not the subject of a written good faith dispute are due and payable within thirty (30) days of the date of the invoice. Interest shall be due and payable on all overdue, undisputed amounts at the lower of 18% per annum (1.5% per month) and the highest rate of interest provided by and allowed by applicable law, until paid in full. The fees do not include taxes. Customer will be responsible for, and agrees to pay, all applicable sales, use, excise, personal property and value added taxes, or taxes of a similar nature imposed by any federal, state, provincial, or local

government, or other taxing authority on all Services being paid for by Customer to TASKE under this Agreement.

2. Term and Termination

(a) The term of this Agreement shall commence as of the Effective Date of this Agreement and shall continue in effect for the duration of the Service subscription as set out in the Sales Order, unless superseded or otherwise earlier terminated in accordance with the terms of this Agreement or by written agreement of the parties (the "Subscription Period").

(b) Termination for Cause. Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within ten (10) days from receiving written notice detailing the breach. Upon termination of this Agreement, Customer will cease use of the Services immediately. Unless if otherwise specified in this Agreement, amounts paid to TASKE pursuant to this Agreement are non-refundable.

(c) Customer may terminate this Agreement or any Sales Order by giving TASKE at least thirty (30) days advance written notice. In the event that Customer has pre-paid any amounts or fees under this Agreement or any Sales Order, TASKE will issue a pro-rata refund of the unused Service fees upon the effective termination of this Agreement or the applicable Sales Order, except in the case of termination for Customer's uncured, material breach.

(d) Termination for Bankruptcy or Insolvency. Each party shall have the right to immediately terminate this Agreement, in whole or in part, upon notice to the other party in the event the other party (or any permitted successor organization) ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, is insolvent or the subject of receivership, or in the event any substantial part of that party's property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within ten (10) days thereafter.

(e) Effect of Termination. Upon termination of this Agreement or expiration of the Subscription Period, TASKE shall immediately cease providing the Services and all usage rights granted under this Agreement shall terminate. If TASKE terminates this Agreement due to a breach by Customer, then Customer shall immediately pay to TASKE all amounts then due under this Agreement and thirty percent (30%) of all amounts to become due applicable to the remaining Subscription Period of this Agreement, but for such termination, together with all taxes. If Customer terminates this Agreement due to a material breach by TASKE, then TASKE shall immediately repay to Customer all pre-paid amounts for any unperformed Services scheduled to be delivered after the termination date. Upon expiration or termination of this Agreement each party shall immediately destroy any of the other party's confidential information and provide written certification of such return or destruction. Both parties acknowledge that termination and/or monetary damages may not be a sufficient remedy if the other party breaches this Agreement and that either party will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach.

3. Availability of Services

TASKE will use commercially reasonable efforts to make the Services available. In the event that it is unable to provide access to the Services, including for reasons beyond its control, TASKE will use commercially reasonable efforts to communicate the reasons for the outage and expected duration of the outage to Customer. These outages could be due to third parties that the Service depends on, such as Customer's cloud marketplace provider or third-party hosting service providers. In the event of recovery

from an outage, the Customer may have to perform reconfiguration services. TASKE has implemented commercially reasonable technical and organizational security measures designed to meet the following objectives: (a) ensure the security and confidentiality of Customer data in TASKE's custody and control; (b) protect against anticipated threats or hazards to the security or integrity of Services; (c) protect against unauthorized access to or use of Services; and (d) ensure that TASKE's return or disposal of Customer data is performed in a manner consistent with industry standards.

4. Ownership

The Services contain the copyright protected material, trademarks, trade secrets, and other intellectual property ("Intellectual Property") of TASKE and its suppliers and licensors. Customer acknowledge that TASKE is warranting and representing that the Services, including the functionality, structure and pricing of the Services is and contains TASKE confidential information and Customer shall not use such confidential information except to the extent necessary to exercise the rights granted to Customer to use the Services for Customer's internal business purposes as set out in this Agreement. TASKE and its suppliers and licensors own and retain all Intellectual Property in and to the Services, including any Intellectual Property created in the performance of the Services. Customer is not permitted to resell, share, assign, or sublicense the rights granted under this Agreement or the Services in whole or in part. Customer shall not decompile, disassemble, reverse engineer (except to the extent permitted otherwise by applicable laws), reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Services. No title or ownership of any rights are transferred to Customer under this Agreement. TASKE and its applicable third-party suppliers and partners hereby reserve all rights in and to the Services. Except for the express license rights granted herein, no other licenses implied or otherwise are granted to Customer. Customer agrees that TASKE has the right to anonymize and aggregate any Customer data with other data and use such data including for TASKE's purposes including for improving the Services. To the extent TASKE has access to Customer data TASKE agrees to comply with privacy laws applicable to TASKE's business.

5. Use of Services

TASKE may modify the Services with notice to Customer. Customer must use the Services in accordance with any and all applicable laws and regulations. TASKE must and will provide the Services in accordance with any and all applicable laws and regulations. Customer is responsible for assessing the suitability of the Services for Customer's intended use. By using the Services, Customer accepts responsibility for use of the Services, and acknowledges that they meet its requirements and enable its compliance with applicable laws. Customer also acknowledges that Customer is under no obligation to provide to TASKE Customer's confidential information in order to use the Service. The TASKE Privacy Notice (https://www.taske.com/privacy-policy) as amended from time to time, is hereby incorporated by reference into this Agreement. Please contact us (support@taske.com) with any questions regarding this Agreement.

6. Disclaimer.

THE SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. TASKE (INCLUDING ITS RESPECTIVE THIRD-PARTY SUPPLIERS AND PARTNERS) DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS, WARRANTIES AND IMPLIED CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TASKE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-

FREE, OR COMPLETELY SECURE. TASKE AND ITS SUPPLIERS AND LICENSORS DO NOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES. THE SERVICES ARE INTENDED AS A DATA PRESENTATION AND REPORTING TOOL AND CUSTOMER'S USE OF, AND RELIANCE UPON, THE OUTPUT IS CUSTOMER'S SOLE RESPONSIBILITY, WITH CUSTOMER ASSUMING ALL ASSOCIATED RISKS.

7. Limitation of Liability.

EXCLUDING A PARTY'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT AND EXCLUDING TASKE'S INDEMNIFICATION OBLIGATIONS SPECIFIED UNDER THIS AGREEMENT, IN NO OTHER EVENT AND UNDER NO OTHER CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, SHALL TASKE OR ITS AGENTS, LICENSORS, SUPPLIERS OR REPRESENTATIVES HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER, LOSS OF GOOD WILL, LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL OR ECONOMIC DAMAGES OR LOSSES, EVEN IF TASKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THIS SECTION SHALL SURVIVE AND APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR THE FAILURE OF ESSENTIAL PURPOSE OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL RESTRICT TASKE'S LIABILITY IN A MANNER WHICH IS EXPRESSLY PROHIBITED BY APPLICABLE STATUTE OR REGULATION. CUSTOMER AGREES THAT TASKE'S AND ITS AGENTS', LICENSORS', SUPPLIERS' AND REPRESENTATIVES' LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND IRRESPECTIVE OF FAULT OR NEGLIGENCE, SHALL IN NO EVENT AND SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AGGREGATE AMOUNT OF SUBSCRIPTION PAYMENTS MADE TO TASKE BY CUSTOMER UNDER THIS AGREEMENT IN THE PRECEDING THREE MONTH (3) MONTH PERIOD, AND WITH RESPECT TO ANY BREACH OF CONFIDENTIALITY, SUCH LIMIT SHALL BE MULTIPLIED BY TWO (2).

8. Export Controls.

The Services may be subject to export control rules of Canada, the United States, and other countries. The Services may not be exported to, re-exported to, or downloaded or accessed by any person (i) in any embargoed countries under Canadian or the United States export laws, which currently include Iran, North Korea, Cuba, Syria, Sudan, Russia and the Crimea; or (ii) by any person or entity prohibited from accessing the Services pursuant to sanctions imposed by Canada, the United States, the United Kingdom, the European Union or any of its member states, or Australia; or (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing and using the Services, or by providing the Servies, as the case may be, each party represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

9. Electronic Communications.

The communications between Customer and TASKE use electronic means, whether Customer sends emails to TASKE, or whether TASKE posts notices on the Services or communicates with Customer via email. For contractual purposes, the other party: (a) consents to receive communications from in an electronic form; and (b) agrees that notices, disclosures, and other communications that a party provides

to the other party electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect Customer's non-waivable rights.

10. Indemnity

Customer agrees to indemnify, defend (at TASKE's option) and hold TASKE, its subsidiaries, affiliates, directors, shareholders, employees, agents, licensors, contractors and other partners harmless from, any loss, damage, liability, claim, or demand, including reasonable legal fees due to or arising out of Customer's misuse of the Services with misuse being defined as a breach of this Agreement or use expressly prohibited by this Agreement or the applicable Sales Order.

TASKE shall defend, indemnify and hold harmless Customer, their owners, parents, affiliates, subsidiaries, agents, directors and employees ("Indemnified Parties") from and against all third party claims against any of the Indemnified Parties that may result by reason of: (i) any infringement or claim of infringement of any patent, trademark, copyright, or trade secret arising from or relating to the Services provided pursuant to this Agreement; or (ii) Vendor's gross negligence or willful misconduct. If preliminary or final judgment shall be obtained against Vendor's provision, or Customer's use, of any of the Services or any part thereof by reason of alleged patent, copyright or trademark infringement or if in Vendor's opinion, such Services and/or the use thereof are likely to become subject to a claim of infringement, Vendor shall, at its expense and option either: (a) procure for Customer the right to continue using such Services, or (b) replace or modify the Services so that they become non-infringing but only if the modification or replacement does not adversely affect Customer's rights or ability to use same as specified herein. If neither of those options is reasonably possible, TASKE shall terminate this Agreement and refund to Customer any unused portion of the Service fees. This paragraph sets forth Customer's sole remedy and TASKE's sole liability for any infringement of intellectual property rights. TASKE shall have no liability in respect of any infringement claim to the extent that such infringement claim results from: (i) modification of the Services by a person other than TASKE and other than on TASKE's authority, direction, request or specification, to the extent such claim would have been avoided but for such modification; or (ii) use of Services in combination with other products or services where such use (1) was not recommended by TASKE and (2) does not reasonably constitute an intended or expected combination or use of such Services, to the extent such infringement claim would have been avoided but for such combination or use.

11. Governing Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to conflicts of law principles. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the courts located in Ottawa, Ontario, Canada and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

12. Publicity

TASKE shall refrain from using in advertising, publicity or otherwise, any Customer marks, the name or trademarks of Customer, or any of their affiliates, or representing, directly or indirectly, that any product or service provided by TASKE has been approved or endorsed by Customer or any of their affiliates without prior written permission from Customer.

13. Support

TASKE provides technical support Monday through Friday, 9:00 a.m. to 8:00 p.m. Eastern time, excluding holidays via email at support@taske.com. Customer should report any unscheduled system

downtime and any error, bug, or defect in the Services to support@taske.com upon becoming aware or receiving notice of such system downtime, error, bug, or defect.

14. General

This Agreement contains the entire agreement between Customer and TASKE regarding the Services and supersedes and replaces all prior or contemporaneous understandings, representations, communications, or agreements, written or oral, including any additional or contrary terms contained in any Customer purchase order or other procurement document whether presented contemporaneously or after Customer has agreed to be bound by this Agreement regardless of any signature by TASKE on any Customer purchase order or procurement document. Customer may assign this Agreement to an affiliate with consent from TASKE, such consent not to be unreasonably withheld. TASKE may assign this Agreement at any time without Customer's consent and without notice. Upon any such assignment, TASKE shall be fully released from its obligations hereunder but only if the assignee assumes in writing all the rights and obligations of TASKE as if the assignee were an original party to this Agreement. TASKE may use subcontractors to perform this Agreement without Customer's consent and without notice. TASKE may remotely audit Customer's use of the Services on written notice no more than once per year and at TASKE's sole cost and expense. Customer agrees to cooperate with TASKE's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations. Customer agrees to pay within thirty (30) days of written notification any undisputed fees applicable to Customer's excess use of the Services resulting from the audit. Failure to pay for any undisputed excess use of Services may result in TASKE terminating Customer's Services and/or this Agreement. Customer agrees that TASKE shall not be responsible for any of Customer's costs incurred in cooperating with the audit. The Services are not fault-tolerant and are not designed or intended for use in or in conjunction with any emergency or any on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, or direct life support machines. TASKE, its affiliates, service providers, licensors, suppliers, subcontractors, resellers and distributors specifically disclaim any express or implied representations, implied warranties or implied conditions for such uses. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect. The failure of TASKE to exercise or enforce any right or provision herein shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The following sections shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Section 1(C) (Payment), 2(e) (Effect of Termination), 4 (Ownership), 6 (Disclaimer), 7 (Limitation of Liability), 10 (Indemnity), 11 (Governing Law), 12 (Publicity) and 14 (General).

15. Force Majeure

In the event TASKE is unable to perform its obligations under this Agreement due to a force majeure event TASKE shall be excused from its obligations under this Agreement for the duration of such event, however if such event is not cured with a ten (10) day period, Customer may, at its sole discretion, terminate the Agreement on written notice. In such an event, Customer shall receive a pro-rated refund for any unused portion of Service fees; if any. If such a circumstance occurs, the party invoking this force majeure provision shall undertake reasonable action to notify the other party of same.

16. Insurance

TASKE shall, at its own cost and expense, maintain the following insurance and all insurance that may be required under the applicable laws, ordinances and regulations of any governmental authority:

(a) Workers Compensation Insurance as prescribed by applicable law.

(b) Commercial General Liability Insurance, including contractual liability insurance, with minimum limits of $1,000,000 per occurrence, covering all of TASKE's operations under the Agreement, including without limitation bodily injury, death, personal injury or property damage occurring or arising out of TASKE's performance of the Agreement.

(c) Commercial Automobile Liability Insurance, with minimum limits of $1,000,000 per occurrence.

(d) Professional Liability Insurance (errors and omissions), with minimum limits of $1,000,000 per occurrence.

The above insurance shall include a requirement that the insurer provide Customer with 30-days written notice prior to the effective date of any cancellation of the insurance. Except for Professional Liability Insurance, the insurance specified above shall name Customer as additional insured with respect to operations performed under the Agreement. Before placement of any individual(s) by TASKE at or with Customer, TASKE shall provide Customer with certificates or other documentary evidence satisfactory to Customer of the required insurance coverage and endorsements.

17. Click Agreements

For sake of clarity, any consent provided by Customer related to any click-thru agreements or any similar agreement or arrangement for the access and use of the Service is hereby null and void and shall be superseded by the terms of this Agreement.

18. Security

TASKE shall supply Customer with a security report annually upon Customer's reasonable request. TASKE shall utilize appropriate security measures to protect the communication of information processed, transmitted, or communicated via the TASKE platform, while such information is in transit (minimum, TLS v1.2 protocol) or stored at rest in any TASKE system(s), platform or storage device (AES256 based encryption technology or other similar encryption methods). In the event that TASKE becomes aware that any Customer Confidential Information, including but not limited to Customer data, or any Customer information system, is subject to any actual or suspected accidental, unauthorized or unlawful destruction, loss, theft, modification, alteration, disclosure, or access, or any other compromise that affects the availability, integrity or confidentiality of such confidential information, including but not limited to Customer data, or any such information system, if such occurrence is caused by or through the Services (such occurrence is a "Security Incident"), TASKE shall promptly notify Customer in writing of known details of the Security Incident as reasonably determined by TASKE. If the Security Incident is caused, in whole or in part, by or through the Services, TASKE shall also: (i) provide Customer with regular status updates on the Security Incident (including actions taken to resolve the incident); and (ii) take steps to remediate TASKE's security measures as reasonably determined by TASKE to help to prevent a similar Security Incident from recurring.