

# MASTER SUBSCRIPTION AGREEMENT

**Last Modified: February 12, 2024**

This Master Subscription Agreement (“**Agreement**”) is a binding contract between CUSTOMER (as defined below) and UNION POWERED INC. (“**UPI**”, “**we**”, “**us**”). This Agreement governs the Customer’s access to and use of Union Powered (“**UP**”) on a software as a service basis and any services related to such software, pursuant to the terms and conditions set out in this Agreement.

This Agreement, together with any other Schedules or terms of use, will take effect upon acceptance or use of UP or the Services (defined below) (“**Effective Date**”). Please read this agreement carefully.

BY ACCEPTING THIS AGREEMENT, BY CLICKING A BOX INDICATING ACCEPTANCE, OR BY ACCESSING OR USING UP OR THE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT.

IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UPI and Customer agree as follows:

## **1. DEFINITIONS AND SCHEDULES**

1.1 Definitions. In this Agreement including the Schedules hereto, unless the context requires otherwise, the following words and phrases shall have the respective meanings set out below:

- (a) “**Affiliate**” means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity. For purposes of this definition, an entity is deemed to control another entity if the first entity: (a) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the second entity; or (b) has the ability to elect a majority of the directors of the other entity;
- (b) “**Agreement**” means this Master Subscription Agreement, and any Schedules or other documents incorporated by reference, as each may be amended from time to time;
- (c) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (d) “**Confidential Information**” means any information of UPI or any of its Affiliates, licensors, and other customers that (a) is confidential in nature, is treated as confidential by UPI or by any of its Affiliates, or would be considered confidential by a Party exercising reasonable business judgment, and (b) has or will come into the possession of Customer or is provided or transferred by or on behalf of UPI or any of its Affiliates to Customer, any of its Affiliates and/or Users in connection with or under this Agreement, whether that information is written, oral, or in some other tangible or intangible form, and whether it is marked “confidential” or not, or acquired

directly or indirectly, and includes but is not limited to business plans and processes, trade secrets, technical, financial and employee data, proprietary technology and product information and designs, customer data, ideas, concepts, know-how, or information relating to Personnel, UP, and the terms of this Agreement. Notwithstanding the foregoing, “Confidential Information” does not include information that: (i) Customer can show, by documentary or other evidence, was rightfully known by Customer before UPI disclosed it; (ii) is or becomes generally available to the public except as a result of a breach of this Agreement or other obligation of confidentiality; (iii) information that is or becomes available to Customer on a non-confidential basis from a source other than UPI, provided that other source is not in breach of any non-disclosure or confidentiality obligations with respect to such information; (iv) information that Customer can show, by documentary or other evidence, was developed independently by or for Customer without using the Confidential Information; or (v) information that UPI has authorized in writing to be disclosed;

- (e) “**Customer**” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement.
- (f) “**Customer Data**” has the meaning set out in Section 7.2;
- (g) “**Documentation**” means help content available on the UP system or made available by UPI from time to time;
- (h) “**Error**” means a problem which causes UP to not perform substantially in accordance with the Documentation;
- (i) “**Fees**” means the fees, charges, and other amounts payable as specified in this Agreement;
- (j) “**Governmental Authority**” means any domestic, international, or foreign, federal, provincial, state, municipal or local government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, each having or reasonably purporting to have jurisdiction in the relevant circumstances, including, for greater certainty, any person acting or reasonably purporting to act under the authority of any Governmental Authority;
- (k) “**Intellectual Property Right**” means any right that is or may be granted or recognized under any Canadian or foreign legislation regarding patents, inventions, copyrights, neighbouring rights, moral rights, trade secrets, trade-marks, trade names, service marks, industrial designs, mask works, integrated circuit topography, privacy, publicity, celebrity and personality rights, and any other statutory provision or legal principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application, registration, renewal, or extension for any of the foregoing;
- (l) “**Loss**” means any loss, liability, damage, cost, expense, charge, fine, penalty, or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement, or compromise and all interest, fines, penalties, and reasonable professional fees and disbursements;
- (m) “**Parties**” means UPI and Customer, and “**Party**” means either one of them;
- (n) “**Personnel**” means directors, officers, employees, agents, and representatives or any other person assigned to act on the relevant entity’s behalf;

- (o) “**Services**” means the provision of UP together with any additional services to be made available to Customer by UPI set out in Schedule B (Additional Services);
- (p) “**Taxes**” has the meaning set out in Section 4.2;
- (q) “**Term**” has the meaning set out in Section 3.1;
- (r) “**UP**” means the subscription-based Union Powered software in object code form provided on a service basis to Customer under this Agreement and as described in Schedule A (UP Subscription); and
- (s) “**UPI Providers**” means UPI’s agents, suppliers, hosting providers, and subcontractors;
- (t) “**User(s)**” means Customer’s members, employees, and representatives that Customer permits to use UP.

1.2 Schedules. The following schedules are attached to and form part of this Agreement:

- (a) Schedule A – UP Subscription; and
- (b) Schedule B – Additional Services.

1.3 Rules of Interpretation. In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words “including” or “includes” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively. Unless otherwise specified in this Agreement, time periods within which or following which any calculation or payment is to be made, or action is to be taken, will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a business day, the time period will end on the next business day.

## 2. SERVICES

- 2.1 Services. UPI will provide the Services to Customer in accordance with the terms and conditions of this Agreement and any applicable Schedule.
- 2.2 UPI Providers. UPI may perform its obligations under this Agreement, in whole or in part, through UPI Providers. UPI shall exercise full control, direction, and supervision over its UPI Providers and is wholly responsible for withholdings and payments to its UPI Providers, including all applicable Taxes.
- 2.3 License. Subject to the terms and conditions of this Agreement, UPI agrees to provide Customer and Customer hereby accepts a subscription and license to use UP pursuant to the terms and conditions set out in Schedule A (UP Subscription).
- 2.4 Access to UP. Customer acknowledges that UP shall be controlled by UPI and UPI may disable access to UP: (a) in the event any Fees owing have not been paid in accordance with the terms of this Agreement; or (b) upon termination of this Agreement.

## 3. TERM AND TERMINATION

- 3.1 Term. This Agreement becomes effective on the Effective Date and shall continue until all applicable Schedules hereunder have properly terminated or expired, or unless this Agreement is terminated earlier in accordance with this Agreement (“**Term**”).
- 3.2 Termination for Cause. Either Party may terminate this Agreement, including any Schedule therein, upon written notice to the other Party, if any of the following circumstances arise:

- (a) if the other Party ceases to do business;
- (b) if the other Party becomes subject to any bankruptcy or insolvency proceeding under any present or future debtor relief law, or subject to direct control by a trustee, receiver, or similar authority, and in the case of any such involuntary proceedings it remains undismissed thirty (30) days after filing; or
- (c) if the other Party is declared bankrupt, or is wound-up or liquidated, voluntarily or otherwise, effective from the date of written notice.

Notwithstanding the foregoing, UPI may terminate this Agreement, including any Schedule therein, in whole or in part, upon written notice to Customer in the event of a breach by Customer of the Agreement or Schedule, provided that such breach is not cured within ten (10) Business Days of notification of such breach by UPI.

3.3 Termination for Convenience. UPI may terminate this Agreement, including any Schedule therein and any Services provide hereunder, at any time upon ten (10) calendar days' prior written notice to Customer, and that all outstanding Fees shall be due and payable on the effective date of such termination or as specified in the notice.

3.4 Obligations on Termination. Customer and UPI agree and acknowledge that the obligations below shall arise upon termination:

- (a) Customer shall, and shall ensure its Users, immediately cease using UP, the Documentation, and all Confidential Information of UPI;
- (b) within ten (10) Business Days after the termination of this Agreement, Customer shall return all Confidential Information to UPI; and
- (c) termination of this Agreement, including any Schedule therein, shall not relieve Customer of any obligation or liability accruing prior to such termination, including with respect to any payments due as of the date of termination. Termination of the Agreement shall be in addition to, and not in lieu of, any other remedies available to UPI.

3.5 Survival. Upon termination of this Agreement, all provisions of this Agreement, which, by their nature and surrounding circumstances, reasonably should survive termination will survive termination of this Agreement.

#### **4. FEES AND PAYMENT**

4.1 Fees. Customer shall pay all Fees, Taxes and other amounts in accordance with this Agreement and any applicable Schedules. Payment obligations are non-cancelable and Fees paid are non-refundable.

4.2 Taxes. Customer shall be responsible to pay all applicable local, state, provincial, federal, national, use, excise, sales, and value added taxes (collectively, "**Taxes**") (except for taxes imposed on UPI's income generally), as well as customs duties or tariffs, levied or imposed by reason of the transactions contemplated in this Agreement, including any new Taxes introduced during the Term. Concurrently with payment of all amounts hereunder, Customer shall remit to UPI all Taxes due. If any Taxes are required to be withheld, then Customer shall pay UPI an amount such that the net amount after withholding of such Taxes shall equal the amount that would have been otherwise payable under this Agreement.

4.3 Currency. All amounts referred to in this Agreement are in Canadian dollars, and shall be invoiced and payable in Canadian dollars, unless otherwise agreed to by the Parties in writing.

- 4.4 Payment Terms. Except as otherwise expressly stated in a particular Schedule, all payments will be charged on a monthly basis to the pre-authorized credit card associated with Customer's account. Invoice summaries are available for review by Customer online at any time in their respective account. Invoice summaries may be provided upon request by Customer. Any Fees that are more than thirty (30) calendar days overdue shall bear interest from the date such amounts are due at the lesser of (a) 1.5% per month (equivalent to 18% per annum) or (b) the maximum allowable rate of interest allowed by applicable law. In the event of any outstanding Fees, UPI shall have the right in its sole discretion to suspend Services and/or disable all access to UP by Customer and any Users until such time as payment in full of all amounts owing have been received.
- 4.5 Fee Adjustments. UPI reserves the right to vary the Fees, at any time and from time to time, upon thirty (30) calendar days' written notice to Customer of the new Fees.

## **5. LIMITATION OF LIABILITY**

- 5.1 Disclaimer. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE SERVICES PROVIDED HEREUNDER ARE LICENSED AND PROVIDED "AS IS" AND "AS AVAILABLE", AND UPI EXPRESSLY EXCLUDES AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.2 Limitation of Liability. IN NO EVENT SHALL UPI OR ITS EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, DIRECTORS, SUPPLIERS, AFFILIATES, OR UPI PROVIDERS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, COSTS, LOSS OF PROFITS, LOSS OF GOODWILL OR REPUTATION, LOSS OF REVENUE, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, INTERRUPTION OR DELAY OF OPERATIONS OR BUSINESS, BREACH OF DATA OR SYSTEM SECURITY, OR ANY THIRD PARTY CLAIMS WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, AND WHETHER OR NOT UPI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, CUSTOMER ACKNOWLEDGES THAT THE AGGREGATE LIABILITY, IF ANY, OF UPI AND/OR ITS EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, DIRECTORS, SUPPLIERS, AFFILIATES, OR UPI PROVIDERS SHALL IN NO EVENT EXCEED THE TOTAL AGGREGATE FEES PAID BY CUSTOMER TO UPI FOR ONE (1) MONTH BEFORE THE EVENT GIVING RISE TO SUCH CLAIM, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, AND WHETHER OR NOT UPI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.3 Indemnification. Customer agrees to indemnify, defend (at UPI's option), and hold harmless UPI, its employees, contractors, agents, officers, directors, suppliers, Affiliates, and UPI Providers from and against any Loss arising out of, relating to, or in connection with the use of UP, any Services, or a breach of this Agreement or any applicable law, including any injury, death, or damage or loss of property, except to the extent caused by UPI's gross negligence or willful misconduct.

## **6. CONFIDENTIALITY**

- 6.1 Non-Disclosure and Non-Use. Customer agrees: (a) not to disclose Confidential Information to any third party; (b) only to disclose Confidential Information to employees with a need to access the Confidential Information for the purposes of exercising Customer's rights under this Agreement and who are subject to confidentiality obligations no less restrictive than this Agreement; (c) not to use the Confidential Information other than as part of its use of UP in accordance with this Agreement; and (d) to take the same

care to safeguard the Confidential Information as it takes to safeguard its own confidential information, but in no event less than reasonable care. Upon termination of this Agreement, Customer shall return or destroy, at UPI's option, all Confidential Information.

- 6.2 Notification. Customer agrees to notify UPI promptly in writing in the event that any unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction, or use of the Confidential Information or any portions thereof, is established. UPI shall have the right to take all legal action it deems necessary or advisable to minimize the consequences of such unauthorized use or disclosure of its Confidential Information.
- 6.3 Remedies. Customer acknowledges that a breach of this Section 6 may irreparably harm UPI. UPI will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance or any other relief available from any court in connection with any actual, threatened, or potential breach of this Section 6 and to enforce this Section 6 specifically (including but not limited to the protection of UPI's Intellectual Property Rights) in any action properly instituted in court.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 UPI Ownership. As between UPI and Customer, all rights, title, and interest in and to all Intellectual Property Rights in the Services are owned exclusively by UPI. Except as provided in this Agreement, UPI does not grant Customer any rights, express or implied, or ownership in the Services or any Intellectual Property Rights therein. UPI shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to use or incorporate into the Services any templates, customizations, suggestions, enhancements, recommendations or other feedback provided by Customer and its Users relating to the Services.
- 7.2 Customer Data. As between UPI and Customer, Customer warrants that it has all right, title, and interest in and to all of the data inputted by Customer ("**Customer Data**") for the purpose of using UP or the Services and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of such Customer Data. Customer may access the Customer Data at any time in .csv format. Upon termination of this Agreement, UPI will hold Customer Data for a period of thirty (30) calendar days, after which UPI shall not be liable for any loss, destruction, or deletion of Customer Data.
- 7.3 UPI Data. Customer agrees that UPI shall have the right to copy or otherwise reproduce Customer Data and be entitled to use, for its own purposes and for data analysis, anonymized Customer Data. Customer agrees, notwithstanding any other provision of this Agreement, that UPI has the right to anonymize and aggregate Customer Data with other data and leverage learnings and insights regarding the use of the Services ("**UPI Data**") and that UPI owns UPI Data and may use UPI Data for UPI's business purposes during and after the Term.

## **8. GENERAL PROVISIONS**

- 8.1 Entire Agreement. This Agreement, together with the Schedules attached hereto, which are incorporated by reference, constitute the complete agreement between the Parties and supersedes all prior or contemporaneous agreements, negotiations, understandings, or representations, written, electronic, or oral, concerning the subject matter hereof. There is no representation, warranty, collateral term, or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement.
- 8.2 Amendment. Customer acknowledges and agrees that UPI has the right, in its sole discretion, to modify this Agreement or any Schedule from time to time, and that modified terms become effective on posting. Customer will be notified of modifications through in-system notifications, posts on www.unionpowered.com or via email communications from UPI. Customer is responsible for reviewing and becoming familiar with any such modifications. Customer's continued use of UP or the Services after

the effective date of the modifications will be deemed acceptance of the modified terms. Notwithstanding the foregoing, UPI will provide Customer with prior written notice of any material changes to the Services or adjustments to the Fees.

- 8.3 Further Assurances. Each Party hereto shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out its obligations hereunder and to implement the terms and conditions of this Agreement.
- 8.4 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of law rules. The Parties specifically exclude the *United Nations Convention on Contracts for the International Sale of Goods* from this Agreement. Each of the Parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario, Canada, to determine all issues, whether at law or in equity, arising from this Agreement, it being further provided that UPI shall not be prevented from seeking injunctive relief from a court outside of Ontario.
- 8.5 Compliance with Law. Each Party agrees that all of its obligations contained in this Agreement, and any action taken by it pursuant to this Agreement, shall be performed in accordance with all applicable federal, state, provincial, local, and foreign laws, statutes, rules, regulations, and ordinances, including all export restrictions. Without limiting the generality of the foregoing, Customer expressly agrees that it shall not, and shall cause its Users and representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer UP, UPI Intellectual Property Rights or any direct product thereof to any destination, company, or person in any manner that violates applicable export law.
- 8.6 No Assignment. Customer shall have no right to share, license, or sublicense the use of the Services to any Affiliate or third party. Customer shall not transfer or assign this Agreement, whether voluntarily or by the operation of law or otherwise. UPI may assign this Agreement without the prior written consent of Customer where the assignee agrees to abide by and adhere to the terms and conditions of this Agreement and upon such assignment the assignee shall assume all of UPI's rights and obligations under this Agreement and UPI shall be released of all liability.
- 8.7 No Waiver. No delay or failure of UPI in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. Any consent by UPI or any waiver or breach of any express or implied terms of this Agreement, shall not constitute a consent to, waiver of, or excuse of any subsequent or other breach.
- 8.8 Force Majeure. UPI shall not be liable or deemed to be in default for any delay, interruption, or failure in performance under this Agreement resulting directly or indirectly from acts of God, civil or military authority, war, riots, civil disturbances, cyber terrorism, accidents, epidemic, pandemic, fire, earthquakes, hurricanes, floods, strikes, slowdowns, power or telecommunication outages, lockouts, labor disturbances, court or governmental order, expropriation of property, lack of electrical power, water, or transportation, or any other cause beyond the reasonable control of UPI (collectively, "**Force Majeure Event**"). UPI agrees to provide Customer with notice upon becoming aware of a Force Majeure Event and such notice will contain details of the circumstances giving rise to the Force Majeure Event.
- 8.9 Relationship between the Parties. The relationship of UPI and Customer is that of independent contractors. This Agreement does not create a partnership, franchise, joint venture, co-ownership, agency, fiduciary, or employment relationship between the Parties. Neither Party shall have the right or authority to assume or create any obligation or responsibility, express or implied, on behalf of the other except as may be expressly provided otherwise in this Agreement. Each Party shall be solely responsible for the performance of its employees hereunder and for all costs and expenses of its employees, including employee benefits. Customer acknowledges and agrees that UPI may provide UP or perform services comparable to the Services for other clients, and some of them may be competitors of Customer.

- 8.10 Severability. In the event that a particular provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the Agreement and shall not affect the validity of this Agreement as a whole or any of its other provisions. The Parties hereto agree to replace such invalid provision with a new provision that has the most nearly similar permissible, economic, or other effect.
- 8.11 Notices. Any notices to UPI must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by UPI. Notwithstanding the foregoing, Customer hereby consent to receiving electronic communications from UPI. These electronic communications may include notices about applicable Fees and charges, transactional information, and other information concerning or related to the Services. Customer agrees that any notices, agreements, disclosures, or other communications that UPI sends to Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.
- 8.12 Language. The Parties hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
- 8.13 Publicity. Customer shall not make any public announcements or publicity releases relating to the Services this Agreement, or any Schedule, without the prior approval of UPI which shall not be unreasonably withheld or delayed. UPI shall be entitled to refer to Customer in its marketing materials and website as a client of UPI and Customer hereby grants UPI a limited right to use Customer's logos and name for such promotional or marketing purposes.



## SCHEDULE A – UP SUBSCRIPTION

### 1. OVERVIEW

- 1.1 Definitions. Capitalized terms used but not defined in this Schedule have the meanings given to them in the Agreement.
- 1.2 Conflict. If there is any conflict between the terms of the Agreement or this Schedule, the Agreement shall govern, unless otherwise expressly provided in writing in this Schedule.
- 1.3 Service. UPI shall provide Customer with access to the Union Powered (UP) software on a subscription basis, in accordance with the terms and conditions of this Schedule and the Agreement.
- 1.4 Subscription. The Services are provided on a month to month subscription basis, which shall commence on the Effective Date and automatically renew at the end of each thirty (30) day billing period (“**Subscription**”). Customer may cancel its Subscription at any time by providing written notice to UPI and the Subscription will be considered expired at the end of the applicable Subscription billing period. Upon notice of cancellation, Customer may continue to use the Services until the expiration of the Subscription, under the same terms and conditions of this Schedule and the Agreement.
- 1.5 Term. This Schedule becomes effective on the Effective Date and shall continue unless or until terminated earlier in accordance with the Agreement or upon expiration of the Subscription. Upon expiration or termination of this Schedule or the Agreement, UPI will issue a final invoice and Customer shall pay any unpaid or outstanding Fees in connection with its Subscription and the Services. For greater certainty, any pre-paid Fees will not be refunded or pro-rated upon termination of this Schedule or the Agreement.

### 2. SERVICE DESCRIPTION

- 2.1 Features. The Services will include the features and functionalities of Customer’s selected Subscription package, as amended or modified from time to time.
- 2.2 Upgrades. Customer may select any add-on or upgrade, as and when available, upon written notice to UPI, under the terms and conditions stipulated by UPI. UPI shall have the right, but not the obligation, to enhance, update or modify UP from time to time in its sole discretion.

### 3. PAYMENT

- 3.1 Fees. Customer agrees to pay to UPI the Fees, in addition all applicable Taxes, calculated on a monthly basis in consideration of the selected Subscription package and Customer’s membership size based on the number of “Active Members” and “Inactive Members”. For the purposes of this Schedule, an “Active Member” refers to Customer’s members that are actively employed, on parental leave, sick leave, or long-term disability leave, and an “Inactive Member” refers to all other Customer’s members. The number of Users and members noted above shall be determined by UPI based on Customer’s use of UP.

For greater certainty, the Fees payable under this Schedule are in addition to and not in substitution for any other Fees, costs, expenses, or duties payable by Customer under the Agreement or any other Schedule.

- 3.2 Payment. At the end of every thirty (30) day billing cycle, UPI shall calculate the Fees owing by Customer. UPI shall charge to the pre-authorized credit card associated with the Customer’s account the amount of the Fees and applicable Taxes set out in clause 3.1. Customer acknowledges that Fees may vary from month to month based on Customer’s usage of UP.

## 4. UP TERMS AND CONDITIONS

- 4.1 License Grant. UPI hereby grants to Customer and Customer hereby accepts a non-exclusive, non-transferable, non-sublicensable, revocable license for the duration of the Term to use UP. Any rights not expressly granted herein shall be reserved for UPI. For greater certainty, UP is provided on a service basis and Customer is not entitled to have access to any object or source code material or any other information pertaining to the logic, design, or structure of UP (collectively, the “Code”). Such Code is specifically excluded from the license granted hereunder.
- 4.2 Restrictions. Customer shall not, shall not cause and shall ensure Users or other third party do not:
- a) reverse engineer, disassemble, decompile, disclose, modify, copy or create adaptations of derivative works of or from UP, including without limitation, to derive or attempt to derive, or permit or help others to derive or duplicate, or determine the source code relating to UP;
  - b) sell, assign, transfer, license, sublicense, distribute, loan, lease, share, sublease, mortgage, pledge, or encumber UP;
  - c) design software with similar or competitive functionality with UP;
  - d) use UP, or any part thereof, in violation of the law, in aid of any unlawful act or in any other manner than as permitted in the Agreement or this Schedule;
  - e) alter, remove or destroy any proprietary markings or confidentiality legends or notices placed upon or contained within UP; or
  - f) take any other action that could jeopardize the UPI’s rights or interests in UP.
- 4.3 Use of UP. Customer agrees to use UP solely for its own internal business purposes and will not permit UP to be used by or for the benefit of anyone other than Customer or its Users in connection with Customer’s business. Customer shall indemnify UPI against, and shall be solely responsible for, all of the activities of the Users, including their compliance with the terms of this Agreement, and will use best efforts to prevent unauthorized access to, or use of, UP and will notify UPI promptly if it has knowledge of any such unauthorized use.
- 4.4 Notification of Unauthorized Use. Customer agrees to notify UPI promptly in writing in the event that any unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction, or use of UP or any portion thereof, is suspected or found to have occurred.
- 4.5 Property of UPI and Retention of Rights. UPI reserves all rights in UP. Without limiting the generality of the foregoing, Customer acknowledges and agrees that:
- a) as between the Parties, UPI retains all rights, ownership, title, and interest in and to UP, improvements, Documentation, UPI Intellectual Property Rights and UPI’s Confidential Information, and Customer acknowledges and agrees that except as specifically set out in this Agreement, it does not acquire any rights, express or implied therein;
  - b) any configuration, implementation, or deployment of UP shall not affect or diminish UPI’s rights, title, and interest in and to UP; and
  - c) nothing contained herein shall be construed so as to restrict the right of UPI or its Affiliates to grant any rights in UP to other parties.
- 4.6 Compliance. UPI may from time to time request evidence of compliance by Customer with this Agreement. In addition to UPI’s audit rights under clause 3.4, Customer agrees that UPI may upon

reasonable notice cause an inspection to be made at its cost of Customer's applicable records and facilities in order to verify compliance with the terms and conditions of this Agreement.

- 4.7 Non-Exclusive. Customer agrees nothing herein shall be deemed to limit UPI's right to use UP, or license UP to third parties, or such third party's right to use UP, and exchange information, enter into agreements and conduct business relationships of any kind with such third parties, to the exclusion of Customer.
- 4.8 Liability. UPI and the UPI Providers are not liable for: (i) any use of UP which exceeds the scope of the license granted to Customer or due to the content of any data submitted by Customer to UPI; (ii) use of UP by Customer not in compliance with applicable law; (iii) use of UP after UPI notifies Customer to discontinue use; (iv) modifications to UP or use of UP in combination with any software, application or service made or provided other than by UPI or (v) Customer's failure to implement any reasonable instructions.
- 4.9 Errors. If Customer becomes aware of any errors or issues in the use of UP, Customer shall promptly contact UPI. UPI shall use its commercially reasonable efforts to correct such errors or issues and to bring UP into compliance with this Schedule as soon as reasonably possible. Notwithstanding the foregoing, any delays will not constitute a breach of the Agreement or this Schedule.

## **5. General**

- 5.1 Additional Terms. By accessing and using UP Customer and its Users are deemed to accept UPI's Terms of Use and Privacy Policy available on UPI's websites ([www.unionpowered.ca](http://www.unionpowered.ca) or [www.unionpowered.com](http://www.unionpowered.com)) or within the Customer's UP account, as amended from time to time and hereby incorporated by reference. By accessing or otherwise using UP, Customer acknowledges that it has read, fully understands and agrees to be legally bound by the Terms of Use and Privacy Policy.
- 5.2 Customer Work. Customer agrees and hereby assigns to UPI any rights to templates, formats or any other works produced via UP during the Term.

## SCHEDULE B – ADDITIONAL SERVICES

### 1. OVERVIEW

- 1.1 Definitions. Capitalized terms used but not defined in this Schedule have the meanings given to them in the Agreement.
- 1.2 Conflict. If there is any conflict between the terms of the Agreement or this Schedule, the Agreement shall govern, unless otherwise expressly provided in writing in this Schedule.
- 1.3 Service. UPI agrees to perform such additional services as determined in writing by the Parties from time to time (“**Additional Services**”), in accordance with the terms and conditions of this Schedule and the Agreement.
- 1.4 Term. UPI shall provide any Additional Services for a period to be determined in writing by the Parties, unless or until otherwise expired or terminated under this Schedule or the Agreement.

### 2. PAYMENT

- 2.1 Fees. The provision or performance of Additional Services shall be on a time and materials basis at UPI’s standard rates for the individuals providing the Additional Services. For greater certainty, the Fees payable under this Schedule are in addition to and not in substitution for any other Fees, costs, or duties payable by Customer under the Agreement or any other Schedule, including any Fee for the license to use or access UP.
- 2.2 Payment. UPI shall, on a monthly basis, charge the amount of the Fees and applicable Taxes for Additional Services to the pre-authorized credit card associated with Customer’s account.

### 3. OBLIGATIONS

- 3.1 UPI Delays. Upon UPI becoming aware of any material delays in its performance of any of the Additional Services, UPI shall use commercially reasonable efforts to provide Customer with written notice of such actual or expected delays, and any reasons, influences, and circumstances that may reasonably be expected to cause, or that have caused, such delays. UPI shall use its commercially reasonable efforts to correct such failure and to bring the performance of such Additional Services, obligations, or duties into compliance with this Schedule as soon as reasonably possible. Notwithstanding the foregoing, any material delays will not constitute a breach of this Agreement or this Schedule.
- 3.2 Customer Obligations. Customer shall provide UPI with the contributions and other assistance required for the purpose of facilitating UPI's performance of the Additional Services (the “**Customer Contributions**”). Customer Contributions may include specific information, cooperation, direction, data access, personnel assistance, access to premises, activities, duties, or other responsibilities to the extent reasonably and directly required for the complete and proper performance and provision of the Additional Services.