

## SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into today (the “**Effective Date**”) between KnowledgeFlow Cybersafety Foundation with a place of business at 1 Yonge St, Suite 1801 Toronto M5E1W7 (“**Company**”), and the purchasing entity listed on the Order Form (“**Purchaser**”). This Agreement includes and incorporates the Order Form, as well as the Terms and Conditions set out below which contains, among other things, warranty disclaimers, liability limitations and use limitations.

### 1. SCOPE AND APPLICATION

The description of the scope of all of the services offered by KnowledgeFlow Cybersafety Foundation (“**the Company**”) are available through Company’s services representative or at Company’s website at KnowledgeFlow.org (the “**Website**”). Please confirm the services you wish to receive from the Company prior to entering into this Agreement.

The terms and condition of this Agreement apply to services offered by the Company which have been selected and confirmed by you (the “**Purchaser**”) and which are listed on the Order Form (the “**Services**”) (Purchaser, together with the Company, the “**Parties**”).

IF AN INDIVIDUAL IS ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, INCLUDING BUT NOT LIMITED TO SUCH INDIVIDUAL’S EMPLOYER, SUCH INDIVIDUAL HEREBY REPRESENTS AND WARRANTS TO THE COMPANY THAT SUCH INDIVIDUAL IS DULY AUTHORIZED TO BIND SUCH ENTITY TO THESE TERMS.

IF SUCH INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE TO THESE TERMS, SUCH

INDIVIDUAL MUST NOT ENTER INTO THIS AGREEMENT.

IF YOU ARE AGREEING TO THIS AGREEMENT ONLINE:

CHECKING THE "I AGREE TO THE TERMS AND CONDITIONS OF SALE" BOX (OR LOGICAL EQUIVALENT) CONTAINED IN AN ONLINE SUBMISSION FORM OR OTHERWISE DISPLAYED AS PART OF THE SUBMISSION OR ORDERING PROCESS, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS READ THESE TERMS, UNDERSTANDS THEM AND AGREES TO BE BOUND BY THEM, INCLUDING ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE IN THESE TERMS, AS IF PURCHASER HAD SIGNED THESE TERMS WITH A ‘WET INK’ SIGNATURE.

Purchaser expressly consents to the terms and conditions in this Agreement without the need for a ‘wet ink’ signature by either Purchaser or the Company. Purchaser agrees that a printed version of this Agreement and of any notice given by the Company in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by the Company.

### 2. SERVICE PACKAGES, SERVICE PROVIDERS AND THIRD PARTY TERMS OF SERVICE

One of the key elements of the services offered by the Company is to aggregate various services that business require provide such services from various service providers (“**Service Providers**”) in one package. This means that elements of the Services will not be provided by the Company and may be provided by different

Service Providers. The Purchaser acknowledges the benefit it gets from having one person (the Company) organize the Services to be provided to Purchaser from various Service Providers. The Service Providers providing the various Services are as set forth on the Order Form.

Each Service Provider may have its own terms of use for the provision of its respective Services. The terms of use for each Service are attached to the Order Form (or in the case of entering into this Agreement online, linked to the Order Form in a manner that may be opened and printed for you to look at before entering into this Agreement).

The terms of this Agreement govern the relationship between the Purchase and the Company. The terms of the agreements govern the relations between the Purchaser and Service Provider(s). The Service Provider agreements may have terms relating to warranty, service standards and limitations on liabilities and it is important those are read and understood prior to agreeing to them.

By selecting the Services on the Order Form, you acknowledge that you have read all terms of use and agreement terms mandated by the various Service Providers that are attached to or linked within the Order Form.

Throughout the term of this Agreement, if the Company feels that the Services are better offered by a different Service Provider, Company may substitute different service providers for different services being offered and Company will provide notice of such change to Purchaser. Purchaser acknowledges and agrees with this.

#### WHO DO I CONTACT?

As the Company's role includes one of aggregating Services from different Service Providers, the Company will be the main point of contact for any questions about

whether certain services are appropriate for the Purchaser, pricing and the overall satisfaction with the Services. The Service Providers are the Purchaser's main point of contact for issues specific to their Services such as technical questions or concerns about the Services offered by that Service Provider.

### **3. PRICES AND TAXES**

PRICES FOR THE SERVICES ARE SET OUT ON THE ORDER FORM WHICH PURCHASER SELECTED. ALL PRICES ARE IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED ON THE WEBSITE, THE INCIDENT COUNT IS IN REFERENCE TO THE NUMBER OF INCIDENTS SUBMITTED TO THE COMPANY.

If Purchaser selects one grade of Services (for example, a "Basic" level, and later selects a higher grade of Services (for example "Premium", the Purchaser shall be responsible to pay the difference between the two levels of Services.

The prices for the Services do not include any federal, provincial, state, and/or local taxes, including, harmonized sales tax (HST), goods and services tax (GST), supply, sales, excise, and income taxes (collectively, "**Taxes**"). Purchaser shall pay all Taxes for purchased Services.

All of Purchaser's orders services are subject to acceptance by the Company. The Company reserves the right to reject any order from Purchaser. Orders may not be cancelled by Purchaser after acceptance by the Company, except with the Company's prior written consent.

#### **4. PAYMENT**

Purchaser must select a payment method to pay the Company. Every time Purchaser purchases Services, Purchaser reaffirms that (i) the Company or its authorized billing agent is authorized to charge Purchaser's designated payment method; (ii) the Company may submit for payment charges incurred under Purchaser's account; and (iii) Purchaser will be responsible for such charges, even if Purchaser's account is cancelled or terminated. Purchaser agrees to provide the Company with accurate and complete billing information, including valid credit card or other payment method information, the Purchaser's name, address and telephone number, and to provide the Company with any changes in such information promptly after the change.

PURCHASER AGREES THAT THE COMPANY (INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY BILLING AGENT THE COMPANY USES) MAY CHARGE PURCHASER'S PAYMENT METHOD FOR ALL AMOUNTS DUE TO THE COMPANY WITHOUT ADDITIONAL NOTICE OR CONSENT UNLESS REQUIRED OTHERWISE BY LAW.

Purchaser is responsible for all charges incurred under Purchaser's account made by Purchaser or anyone who uses Purchaser's account.

If Purchaser believes that a billing discrepancy has occurred, Purchaser must notify the Company within 30 days after the date on which such discrepancy first appeared on Purchaser's credit card or other payment method account statement or invoice, as the case may be, or such amounts will be deemed to have been accepted by Purchaser. Purchaser agrees to release the Company from any liability for any error or discrepancy that is reported to the Company after such period.

Purchaser's failure to pay according to the terms of this Agreement shall entitle the

Company, without prejudice to the Company's other rights and remedies, to charge interest from the original due date at the lesser of (i) a rate of 18.56% per annum (calculated and compounded monthly); and (ii) the highest rate permissible under applicable law. Purchaser shall reimburse the Company for all reasonable costs incurred by the Company in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable legal fees and court costs. the Company may charge a fee for reinstatement of suspended or terminated accounts.

#### **5. SERVICES, CHANGES AND REFUNDS**

Once Purchaser's request for Services has been accepted, the Company shall use reasonable efforts to deliver the Services in a timely manner. The Company makes no warranties, except for those expressly provided herein. All other warranties and conditions, express or implied, are expressly disclaimed.

The Company endeavours to provide current and accurate information on the Website. Nevertheless, misprints or other errors may occur. Accordingly, the Company reserves the right to change the prices, fees and charges regarding the Services available through the Website at any time and from time to time without any notice or liability to Purchaser or any other person. the Company cannot guarantee that the Services advertised on the Website will be available when purchased or at any relevant time. Accordingly, the Company reserves the right at any time to reject, correct, cancel or terminate any order. If Purchaser orders Services for which the fee was incorrectly displayed, the Company will provide Purchaser with an opportunity to cancel its request for Services. If Purchaser orders Services that are not available, the Company will notify Purchaser, and the purchase price Purchaser actually paid will be refunded to Purchaser. the Company reserves the right to refuse to accept any request for Services, notwithstanding any

course of dealing between the Company and Purchaser in the past.

## **6. INTELLECTUAL PROPERTY RIGHTS**

All right, title, and interest in and to the following (including all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trade-mark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world) shall remain with the Company (or if applicable, the respective third party rights holder):

- (a) the Services, including any deliverables;
- (b) the Company's software applications that the Company uses or provides Purchaser with remote access to, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing (collectively, the "**the Company Software**"); and
- (c) materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to the Company.

As between the Company and Purchaser, Purchaser is and will remain the sole and exclusive owner of all right, title, and interest in and to Purchaser's intellectual property rights in any brands, trademarks, logos, or other intellectual property that are provided to the Company in order for the Company to provide the Services.

## **7. CONFIDENTIALITY**

Purchaser and the Company acknowledge that in connection with the Services, each party (as the "**Disclosing Party**") may, disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, and customers, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, the Company Software and any documents that the Company makes available to Purchaser which describe the functionality, processes, components, features or requirements of the Services or the Company Software, are the Confidential Information of the Company. Notwithstanding any of the foregoing, no obligations arise under this Agreement relating to information that (i) was rightfully known to the Receiving Party without restriction on use or disclosure before such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by non-compliance with this Agreement by the Receiving Party; or (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.

The Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information, and in no event less than a reasonable degree of care.

The Receiving Party shall not access or use Confidential Information, other than as necessary to exercise its rights or perform

its obligations under and in accordance with this Agreement. The Receiving Party shall not disclose or permit access to Confidential Information other than to its representatives who need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement.

If the Receiving Party is compelled by applicable law to disclose any Confidential Information, then, to the extent permitted by applicable law, the Receiving Party shall promptly, and before such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy.

Improper use or disclosure of Confidential Information by Purchaser shall be deemed to be a material breach of this Agreement.

## **8. WARRANTY AND DISCLAIMER**

WARRANTIES FOR THE SPECIFIC SERVICES (AND LIMITATION ON WARRANTIES) ARE PROVIDED BY THE SERVICE PROVIDER WHO IS PROVIDING THE SPECIFIC SERVICE. THE COMPANY DOES NOT WARRANT THE SERVICES PROVIDED BY THE SERVICE PROVIDERS. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **9. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE COMPANY BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR ANY ACTION OR INACTION OF A SERVICE PROVIDER, NOR FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE COMPANY BY PURCHASER FOR THE SERVICES IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Each Service Provider may have their own limitations on liability that apply to the Services being provided by such Service Provider as set out in the Service Provider's terms of use referenced in section 2 above.

## **10. TERM AND TERMINATION**

Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the Order Form (different Services may have different Service Terms), and shall be automatically renewed for additional periods of the same duration as the Service Term (collectively and individually, as applicable, the initial Service Terms and the renewal terms, if applicable, shall be referred to as the

“Term”), unless either party requests termination at least ninety (90) days prior to the end of the then-current Term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **11. OTHER TERMS**

**Assignment:** Purchaser may not transfer or assign this Agreement without the prior written consent of the Company. The Company may assign, subcontract and/or transfer all or part of its rights and obligations under this Agreement to any third party without notice or consent of the other Purchaser.

**Governing Law and Jurisdiction:** This Agreement is governed by and construed in accordance with the Laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably submits to the exclusive jurisdiction of the Courts of the Province of Ontario in connection with this Agreement and the provision of the Services.

**Force Majeure:** the Company shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any of this Agreement to the extent such failure or delay is caused

by or results from acts or circumstances beyond the reasonable control of the Company.

**Enurement:** These terms are binding on and inures to the benefit of Purchaser and the Company, and their respective successors and permitted assigns.

**Waiver:** No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. Failure or delay by either party to exercise any of its rights, powers or remedies hereunder shall not constitute a waiver of those rights, powers or remedies.

**Language:** The Parties have required that this Agreement and all documents and notices resulting from them be drawn up in English. Les Parties aux présents ont exigé que la présente convention ainsi que tous les documents et avis qui s’y rattachent ou qui en découleront soit rédigés en la langue anglaise.

**Severability:** If any term or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Remedies:** Except as specifically provided in this Agreement, the rights and remedies provided in this Agreement and all other rights and remedies available to either party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity.



**KnowledgeFlow Cybersafety Foundation**

By: \_\_\_\_\_

Name: Claudiu Popa

Title: Director and Signing Officer

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