Order Form

This Agreement, between Bounced Inc., located at 502-119 Spadina, Toronto, Ontario M5V 2L1 ("**Bounce**") and **Students' Society of McGill University**, located at 3600 McTavish Street, suite 1200, Montreal, QC, H3A 0G3, Canada ("**Client**"), is comprised of this Order Form, and the Legal Terms and Conditions attached hereto as Schedule A and any other Schedules referred to herein ("**Agreement**").

CONTACT PERSONS	
Bounce Representative	Sean Monteiro +1 (778) 676-2323 Sean.monteiro@bouncedinc.com
Client Representative	Dymetri Taylor +1 514-398-6800 president@ssmu.ca

TERMS OF ORDER	
Service Description	Bounce will provide the following services to Client (the "**Services**"): (a) publish, display and list Client Events (including related information) and related Event Collateral on the Bounce website or Application; (b) accept and process online orders for Event Collateral and process all payments, including credit card payments on behalf of Client; (c) provide each purchaser of a ticket for a Client Event with an electronic version of the purchased ticket or an electronic receipt for such ticket; (d) provide to Client an accounting of the Service Fees for each sale of Event Collateral processed by Bounce in accordance with Schedule A; (e) provide Client with access as set out in Schedule A to the Application to allow Client to view the available information with respect to Event Collateral and the Client Event; (f) provide Client with technical support in accordance with the service levels set out in Schedule B (Service Levels); (g) provide Client with advanced enterprise feature suite outlined in the Order Form Table Summary below; and (h) provide Client with a centralized activity feed for enrolled students to view all sanctioned campus events.
Effective Date	September 1st, 2025 ("**Effective Date**")
Initial Term	The initial term of this Agreement will be for a period commencing on the Effective Date of this Agreement and will expire thirty-six (36) months following the Effective Date ("**Initial Term**"), subject to renewal in accordance with Schedule A.
Fees	Service Fees: The "**Service Fee**" is: a fee of CAD $1.00 applied to each Event Collateral sold, exclusive of the third party payment processing fees, taxes, and other government charges. The annual "**Association Fee**" is: CAD $96,000.00 exclusive of tax and other government charges. The Association Fee will follow the Payment Schedules and associated discounts outlined in the Order Form Table Summaries below. After September 1st, 2026, all subsequent payments will be issued a 37.50% discount on the features outlined in the Total Purchase Order Summary Table and will incur 13% tax. For the first year of the Agreement, the Client will receive the "Granular Analytics" advanced feature at 100% feature discount. For all subsequent years, the feature will be subject to a 75%

	discount off its standard price. The Client may opt out of Granular Analytics by providing written notice at least ninety (90) days prior to the first anniversary of this Agreement. If the Client opts out, Bounce will issue an updated payment schedule reflecting the adjusted pricing for the remaining features in the package. The order form's pricing is built on the assumption of 24,000 governed members annually. If the governed membership changes by 10% in any 12-month period, a pricing review will be triggered by both parties.
Major Client Events	"**Major Client Events**" means any Client Event promoted or targeted to over 500 individuals.
Exclusivity	Except for services offered by the Client directly through its own website and provided such services refer to the Bounce website and Application, Client agrees that it is receiving the Services from Bounce for Client Events and Event Collateral on an exclusive basis. During the Term, Client will not, directly or indirectly, utilize any other third-party platform or service provider to:(i) organize, commercialize, or manage any Client Events; and/or (ii) sell Client items, goods, or merchandise. Notwithstanding the foregoing, the Client may promote or advertise events organized by its governed student organizations, even if such events are not hosted on the Bounce platform, provided that such events are not directly organized, operated, or sponsored by the Client itself. The Client agrees to act in good faith and to make commercially reasonable efforts to ensure all governed student organizations to utilize the Bounce platform to manage their events and sell Event Collateral, in accordance with the spirit and intent of this partnership. Individual exceptions or clarification of event classifications may be granted or agreed upon in writing by both parties.

Order Form Table Summaries:

Total Purchase Order Summary Table: 24,000 Governed Students

Item Name	Annual Price	Total Annual Price
Standard Feature: Basic Association & 1,500 Bounce Organizations	$0.00	$0.00
Clubs & Society Digital Directory	$0.50	$12,000.00
Financial Reconciliation and Gating	$1.00	$ 24,000.00
Form Digitization & Event Request to Publish	$1.00	$ 24,000.00
Granular Event Analytics	$2.00	$ 48,000.00

INITIAL TERM ANNUAL PAYMENT

Annual Platform Subtotal:	$108,000.00
Annual Tax (Tax Rate 13%):	$14,040.00
Initial Term Total Cost:	$122,040.00

RENEWAL TERM ANNUAL PAYMENT

Annual Subtotal:	$108,000.00
Renewal Term Annual Tax (Tax Rate 13%):	$14,040.00
Renewal Term Total Annual Cost:	$122,040.00

Initial Term (36 Months) Payment Schedule

Payment Date	Discount	Customer Payment
September 1st, 2025	55.55%	$54,240.00
September 1st, 2026	44.44%	$67,800.00
September 1st,2027	44.44%	$67,800.00

RENEWAL TERMS PAYMENT SCHEDULE

Payment Date	Discount	Customer Payment
September 1st, 2028	44.44%	$67,800.00
September 1st, 2029	44.44%	$67,800.00
September 1st, 2030	44.44%	$67,800.00

By signing below, each party acknowledges that it has read this Agreement in its entirety, understands it, and agree to be bound by its terms and conditions.

BOUNCE   **CLIENT**

By: _____   By: _____
      Name: Sean Monteiro   Name: Dymetri Taylor
      Title: CEO   Title: President

SCHEDULE A

LEGAL TERMS AND CONDITIONS

1.   SERVICES

1.1   Services. During the Term and in consideration of the Fees (as set out in the Order Form), Bounce will provide to Client the Services set out in the Order Form. For greater certainty, other than as expressly set out in the Order Form, this Agreement does not obligate Bounce to promote or advertise any event held, facilitated, booked, organized, or promoted by Client that Client markets, promotes, organizes, commercializes, or otherwise manages through the Bounce website or the Application ("**Client Events**"). With agreement from the Client, Bounce may modify, discontinue or replace the Services provided.

1.2   Access. During the Term and in consideration of the Fees (as set out in the Order Form), if the Services set out in the Order Form include access to Bounce's software solution (the "**Application**"), Bounce hereby grants Client a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Application for Client's own internal business purposes. Client is permitted to authorize its employees, contractors and end-customers to use the Application in accordance with the terms of this Agreement ("**Users**"), provided that Client will be responsible for any breach of this Agreement by its Users. Bounce may modify the Application at any time.

1.3   Standards. Bounce will provide the Services with promptness and diligence, in a good and proficient manner, in accordance with applicable industry standards and best practices, and with no less than the standard of professional skill, care, and diligence customarily applied by contractors performing or providing similar services for similar projects in Canada, but at all times in accordance with this Agreement.

1.4   Ticketing Information. For each Client Event, Bounce will display on each ticket the information provided by Client through the Bounce website or Application, including but not limited to, the event name, event date, event time, purchased pricing tier, and event location.

1.5   Marketing and Announcements. Upon reasonable request by Bounce, Client will cooperate with Bounce and participate in Bounce's marketing or promotional activities relating to the Services. Subject to Section 4.4, Client agrees to use Bounce's name, logos, trademarks, and service marks in all marketing and promotional activities, content, and material for Major Client Events. Client agrees to be responsible for its own marketing expenses and will provide its own personnel, equipment, tools, and other materials. The parties will consent to appropriate press releases and other public announcements relating to the Services, such consent not to be unreasonably withhold or delayed.

1.6   Terms of Use and Privacy Policy. By entering into this Agreement, Client also acknowledges and agrees, and will ensure all Users and purchasers of any items, goods, or merchandise related to a Client Event that is sold through the Bounce website or Application, including tickets to the Client Event ("**Event Collateral**") agrees, to be bound by the terms of use, available at the following URL link https://www.bouncelife.com/terms (the "**Terms of Use**"), and privacy policy available at the following URL link https://www.bouncelife.com/privacy (the "**Privacy Policy**"). Notwithstanding the foregoing, the parties agree that to the extent there is any conflict between this Agreement and the Terms of Use or Privacy Policy, the terms in this Agreement will prevail.

1.7   Responsibilities of the Parties. Each of Bounce and Client will perform the obligations set forth in this Agreement in a competent, diligent, and professional manner, in accordance with this Agreement and in compliance with all applicable laws and regulations. Each party will obtain all necessary approvals (regulatory or otherwise), licenses, and permits applicable to its business and its performance of its rights and obligations under this Agreement.

1.8   Subcontractors. Bounce may provide the Services through a subcontractor or otherwise subcontract or delegate the performance of any of its obligations pursuant to this Agreement, provided that Bounce remains fully responsible and liable for the acts or omissions of such subcontractors.

1.9   Information, Feedback, and Resources. Client will provide all reasonable information, feedback, and resources required to enable Bounce to perform its obligations under this Agreement. Bounce will not be responsible for any error, omission, missed deadline, or damages caused by: (a) any inaccuracy with the information provided by Client or its Users; (b) a failure by Client or its Users to provide required information or resources; or (c) delays in performance caused by acts or omissions of Client or its Users. Bounce and the Client will each designate a qualified representative as set out in the Order Form or amended by written notice to the other party who will communicate and have authority to make decisions at regular scheduled meetings as may be necessary (each, a "**Representative**").

1.10   Insurance. During the Term and for a period of one year thereafter, Client has and will maintain, at its sole cost and expense, comprehensive general liability insurance with limits of not less than one million dollars ($1,000,000) per occurrence and a general aggregate limit of not less than five million dollars ($5,000,000).

2.   FEES

2.1   Service Fees. Bounce will charge, and Client will be responsible for paying the Service Fee set out in the Order Form for all Event Collateral sold through the Bounce website or Application (the "**Service Fee**"). The Service Fee is automatically deducted from the sale of the Event Collateral after payment is received and confirmed by the payment processor Third Party Application provider.

2.2   Fee Increases. Bounce reserves the right to increase the Service Fees up to 50% annually by providing written notice to the Client no fewer than 30 days, unless otherwise set out in the Order Form, before the expiry of the then current Term. Client acknowledges that any payments processing fees are determined by the payment processor Third Party Application provider in its sole discretion.

2.3   Pricing Contingency. Bounce is not required to commence the Services in relation to a Client event until the Client has added the pricing for Event Collateral through the Bounce website or Application. The pricing added by the Client will be deemed to include: (a) the Service Fee; (b) any governmental charges or taxes applicable; and (c) any venue charges.

2.4   Association Fee. Bounce will charge, and Client will be responsible for paying the Association Fee set out in the Order Form on an annual basis. Client will pay the association Fee annually in a single instalment within thirty (30) days of Order Form completion and thirty (30) days of the Agreement's subsequent anniversaries.

2.5   Account Settlement. With respect to each Client Event, Bounce will: (a) collect all proceeds from Event Collateral through the third party payment processor as part of the Services; (b) deduct from such proceeds all Service Fees due to Bounce as and when such fees become due and any other amount then due to Bounce for any reason; (c) deposit the remaining proceeds into a general account maintained by Bounce and hold such proceeds on Client's behalf; and (d) remit to Client such proceeds (net of the deductions described in subsection (b)) no later than ten (10) business days following the conclusion of the applicable Client Event (the "Settlement"). Bounce will remit the Settlement into Client's direct deposit account or denoted associated student organization bank account unless otherwise directed in writing by the Client. Notwithstanding the foregoing, Bounce reserves the right to withhold funds at any time as Bounce, in its sole discretion, determines to be necessary for the processing and settlement of all returns, disputed charges, customer complaints, allegations of fraud, chargebacks, expected chargebacks, and other discrepancies. Bounce's obligation to pay the Settlement to Client is subject to the Terms of Use.

3.   **TERM AND TERMINATION.**

3.1   Term. The Initial Term is set out in the Order Form. This Agreement will renew for successive thirty-six (36) month terms (each a "**Renewal Term**", and together with the Initial Term, the "**Term**") beginning on the expiration of the Initial Term and on each anniversary of the expiration of the applicable Renewal Term thereafter, unless either party sends written notice to the other party of its intention not to renew at least ninety (90) days prior to the expiration of the then-current Term.

3.2   Termination. Either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure such breach within ten (10) days after receiving written notice thereof. Bounce may terminate this Agreement by providing thirty (30) days advance written notice to Client or in the event of the Client's or its Users' misuse or abuse of the Services or if allowing Client or its Users to use, or continue to use, the Services would result in the violation of any applicable law.

3.3   Effect of Termination. Upon expiration or earlier termination of this Agreement for any reason: (a) Client will pay any amounts it owes to Bounce for Services rendered up to the date of termination; (b) the licenses granted in Sections 1.1 and 1.2 will terminate and the parties will cease all activity hereunder, provided that each party shall return to the other party all of its property, including Confidential Information, within its possession or control, as applicable, other than Confidential Information of the other party that is contained in an archived backup which will remain subject to Section 5; (c) Bounce will remove all content related to Client Events and Event Collateral from the Bounce website or Application; and (d) any outstanding amounts in the general account maintained by Bounce for the proceeds from Client Events or Event Collateral, will be remitted by Bounce to Client (net of any fees or other amounts owing to Bounce) no later than thirty (30) days following the date of termination.

3.4   Survival. Any provisions in this Agreement which, by their nature, should survive termination or expiry of this Agreement in order to give effect to the rights and obligations of the parties that accrued prior to the effective date of termination, will survive any such termination or expiry.

4.   **INTELLECTUAL PROPERTY**

4.1   No Transfer. Except as expressly set out in this Agreement, neither party grants the other party any rights or licenses to its intellectual property under this Agreement. Each party will retain all intellectual property rights in its intellectual property developed before the commencement of this Agreement, including any modifications or improvements to the foregoing made by the other party.

4.2   Retained Intellectual Property. Subject to Client's express use rights in this Agreement, Bounce and Bounce's licensors retain all intellectual property and intellectual property rights in and to the Application, Services and related Bounce technology, templates, formats, documents, marketing materials, and dashboards, including any modifications or improvements of the foregoing made by Bounce or Client, other than to brand any delivered materials with Client's logos, trademark or name.

4.3   Client Grant of License. Client grants to Bounce a worldwide, non-exclusive, fully paid up, revocable (upon termination) and royalty-free license and right to access, use, copy, and reproduce the Client intellectual property provided to Bounce for the sole purpose of fulfilling the obligations under this Agreement.

4.4   Trademarks. During the Term, each party hereby grants to the other party a limited, revocable, personal, royalty free, non-exclusive, non-sublicensable, and non-transferable license within Canada to use, reproduce, and display the other party's name, logos, trademarks, and service marks, solely: (a) as is necessary in connection with the performance of its obligations under this Agreement; and (b) in accordance with any branding guidelines it may provide in writing from time to time. Without limiting the generality of the foregoing, neither party will directly or

indirectly modify or combine the other party's name, logos, trademarks, and service marks with any third party intellectual property or otherwise create composite marks, without the written consent of the other party. All materials featuring Client's name, logos, trademarks, or service marks must be approved by the Client's Representative prior to publication in any format by Bounce.

4.5   Residual Information. Bounce may use any ideas, concepts, know-how or techniques that are inadvertently retained in the unaided memory of its personnel as a result of authorized access to the Confidential Information (defined below) and intellectual property of Client in the course of performing its obligations under this Agreement.

4.6   Feedback. Client may choose to submit comments, questions, ideas, suggestions, or other feedback to Bounce on the Bounce Services ("**Feedback**"). Client agrees that Bounce may, at any time during or after the Term, reach out to Client for Feedback. Bounce may in connection with any of its products or services freely use, copy, disclose, license, distribute, and exploit any Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise.

5.   CONFIDENTIALITY, PRIVACY AND RECORDS

5.1   Definition. In connection with this Agreement, "**Confidential Information**" means all information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), in whatsoever form or media, whether communicated visually, orally, electronically, in writing or otherwise, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure. Confidential Information includes, but is not limited to, any data or information that relates to either party or any of either party's existing or contemplated business activities, technology, developments, software, methods, trade secrets, and clients, where such data or information is not otherwise publicly available and information that is capable of identifying an individual ("**Personal Information**").

5.2   Exclusions to Confidentiality Obligations. The confidentiality obligations do not apply to information that: (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no act or omission of the Receiving Party; (c) is rightfully communicated to the Receiving Party by persons that, to the best of the Receiving Party's knowledge, are not bound by confidentiality obligations with respect thereto; (d) is already in the Receiving Party's possession free of any confidentiality obligations with respect thereto; (e) is independently developed by the Receiving Party without the use of any Confidential Information; or (f) is approved for release or disclosure by the Disclosing Party in writing without restriction. The foregoing exclusions do not apply to Personal Information.

5.3   Confidentiality Obligations. The Receiving Party will maintain the confidentiality of the Disclosing Party's Confidential Information and neither party will use or disclose Confidential Information obtained from the Disclosing Party, except as may be required under this Agreement, without the prior written consent of the Disclosing Party. The parties agree not to make copies of, discuss, disclose, or otherwise disseminate, or assist or permit others to copy, discuss, disclose, or otherwise disseminate, any of the Disclosing Party's Confidential Information and not to use the Disclosing Party's Confidential Information for any purpose whatsoever, except in accordance with this Agreement. The Receiving Party will take all reasonable steps to safeguard the Disclosing Party's Confidential Information and to protect it from disclosure, misuse, loss, or theft, which will be at least as protective as the precautions it takes to preserve its own Confidential Information of a similar nature. The Receiving Party will promptly notify in writing the Disclosing Party upon discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information, or any other breach of this Section 5.

5.4   Permitted Disclosures. The Receiving Party may disclose Confidential Information: (a) to its accountants, attorneys, or advisors who need to know such information, provided that each such persons are bound to protect the Confidential Information by confidentiality obligations substantially as protective as those set forth in this Agreement and that the Receiving Party will be responsible for its accountants, attorneys, or advisors' compliance with this Agreement; and (b) to the extent required by applicable law or legal process, provided that the Receiving Party notifies the Disclosing Party of their obligation to disclosure (except to the extent prohibited by law) and limits the disclosure to only what is legally required.

5.5   Remedies. Each party acknowledges that any breach of this Section 5 may cause irreparable injury to the other party and that such Disclosing Party will be entitled to seek injunctive relief in such circumstances.

5.6   Privacy. Client acknowledges and agrees that by providing Bounce with Personal Information, Client consents to the collection, use, and disclosure of such Personal Information in accordance with Bounce's Privacy Policy. Client acknowledges and agrees that they have all legal rights and consents required by applicable law to disclose any Personal Information to Bounce.

5.7   Records and Audit. Bounce will create and maintain complete and accurate records of the performance of Bounce's obligations under this Agreement and maintain those records for at least seven (7) years. Once per annum during the Term, the Client, or a third party auditor appointed by the Client, may audit Bounce's records in support of any statements of account or payments under this Agreement, at Client's sole expense. Bounce will reasonably cooperate with and assist the Client or its appointed third party auditor in the course of any audits conducted hereunder, and upon request by the Client or its third party auditor, Bounce will make available on a timely basis all records and information relevant to the audit. An audit will be conducted on not less than thirty (30) days' prior notice to Bounce, during normal business hours, in a manner that does not interfere unreasonably with Bounce's business operations, and subject to reasonable confidentiality and security requirements requested by Bounce. In the event that any audit reveals an underpayment by Bounce or Client in excess of ten percent (10%), then each party will reimburse the other party for such underpayment and the costs of the audit. Any audits conducted hereunder shall not include access to any systems, data, or information relating to other customers of Bounce.

6.   REMEDIES AND LIMITATIONS

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6.1   DISCLAIMER. EXCEPT AS EXPRESSLY STATED ELSEWHERE IN THIS AGREEMENT, THE APPLICATION AND SERVICES ARE PROVIDED "AS IS" AND BOUNCE MAKES, AND THERE ARE, NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, UNDER THIS AGREEMENT REGARDING ANY MATTER, INCLUDING NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

6.2   Indemnification. Client will defend, indemnify and hold harmless Bounce and their respective directors, officers, employees, personnel, representatives and agents (collectively, the "**Indemnitees**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, incurred by any of the Indemnitees, arising out of: (a) personal injury (including fatal injury and disease or illness) or property loss or damage; (b) Client's breach of this Agreement, applicable law or the rights of a third party; (c) any activity that Client engages on or through the Application, Event Collateral or Client Event; or (d) Client's fraud, gross negligence, or wilful misconduct.

6.3   Limitation of Liability.

(a) Except in relation to Bounce's gross negligence, fraud or willful misconduct and Client's obligation to pay the Fees and indemnify in Section 6.2, each party's aggregate liability under this Agreement, whether in contract or tort (including negligence), as a result of breach of warranty, strict liability, indemnity or under any other theory of liability whatsoever, will be limited to direct damages in an amount not exceeding the amount paid by the Client in the preceding twelve (12) months prior to such claim for liability.

(b) Except in relation to the Client's obligation to indemnify in Section 6.2, neither party will have liability to the other party for any indirect, consequential, special, incidental, exemplary, punitive, or reliance damages, or loss of profit, arising out of this Agreement, even if reasonably foreseeable or if such party was advised of the possibility of such damages in advance.

(c) This Section 6.3 applies irrespective of the nature of the cause of action, demand, or claim, including breach of contract, negligence, tort, or any other legal theory.

7.   GENERAL

7.1   Governing Law. This Agreement will be governed by and will be construed in accordance with the laws of the Province in which Bounce is registered (the "**Jurisdiction**") and the laws of Canada applicable therein. For the purpose of all legal proceedings, this Agreement will be deemed to have been made and performed in the Jurisdiction and the courts of the Jurisdiction will have exclusive jurisdiction to entertain any action arising under this Agreement. Bounce and Client each hereby attorn to the exclusive jurisdiction of the courts of the Jurisdiction.

7.2   Third Party Applications. The Services may be integrated with, or may otherwise interact with, certain third-party applications, products, websites, devices, tools, and services to make the Services available to you, including the third party payment processor ("**Third Party Applications**"). These Third Party Applications may have their own terms and conditions of use and privacy policies, and client's and its users' use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. Client understands and agrees that Bounce does not endorse and are not responsible or liable for the behavior, features, or content of any Third Party Applications or for any transaction Client may enter into with the provider of any such Third Party Applications. Bounce does not warrant the compatibility or continuing compatibility of the Third Party Applications with the Services. Bounce reserves the right to modify the payment processor Third Party Application provider at any time during the Term, with or without notice to Client.

7.3   Force Majeure. Excluding either party's payment obligations, neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted party's control.

7.4   Independent Contractor. For all purposes hereof and in the performance of its obligations under this Agreement, Bounce is and will remain an independent contractor and nothing in this Agreement will be deemed or construed to create a joint venture or partnership relationship between Bounce and Client. Neither party will have any authority to insure any obligations on behalf of the other party or to make any promise, representation, or contract of any nature on behalf of the other party.

7.5   Severability. Each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. Any invalid or unenforceable provision will be deemed severed from this Agreement and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular provisions(s) held to be invalid or unenforceable.

7.6   Assignment. This Agreement will bind and enure to the benefit of Bounce and Client and their respective successors and permitted assigns. Neither party may assign this Agreement in whole or in part, without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement to a purchaser of all or substantially all of its assets or shares without the consent of the other party.

7.7   Entire Agreement. This Agreement constitutes the entire agreement between Bounce and Client with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and representations written or oral, relating to the subject matter hereof.

7.8   <u>Amendment of Schedule A (Legal Terms and Conditions)</u>. Bounce reserves the right to update, change, or replace any part of the Services or Schedule A by providing an updated version to the Client in writing. It is Client's responsibility to check their email or post periodically for changes. Your continued use of or access to the Services following notice of any change(s) constitutes acceptance of those changes.

7.9   <u>Amendment of Order Form</u>. No amendment or modification of the Order Form will be effective unless set forth in writing and duly signed by an authorized representative of each party.

7.10   <u>Waiver</u>. The failure of any party to insist upon strict adherence to any provision of this Agreement, on any occasion, will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to such provision or any other provision of this Agreement on any other occasion. No purported waiver will be effective as against any party unless consented to in writing by such party. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of this Agreement.

7.11   <u>Notice</u>. Any notice, consent, demand, or other communication that may be or is required to be given pursuant to this Agreement will be in writing and will be delivered or sent by pre-paid single registered mail or facsimile or other form of electronic communication to the addresses of Bounce or client, as the case may be, as set forth in the Order Form. Any notice or other communication contemplated herein will be deemed to have been given (or received by the other party): (a) on the date sent when sent by confirmed facsimile transmission or other electronic transmission; or (b) five (5) days after being sent by pre-paid single registered mail to an address set forth herein.

7.12   <u>Counterparts</u>. The Order Form of this Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SCHEDULE B

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") forms an essential part of the Agreement between Bounce and the Client. All capitalized terms not defined herein have the meanings ascribed to them in the Order Form or Schedule A of the Agreement.

1.   **Definitions.**

   (a)   "**Available**" means the period of time in each calendar month during which the Application is available for use by Client in accordance with the Agreement, but excluding any Scheduled Maintenance, expressed as a percentage, and "**Availability**" has a corresponding meaning.

   (b)   "**Excluded Event**" has the meaning set out in Section 5 of this Schedule B.

   (c)   "**Scheduled Maintenance**" means the window during which scheduled maintenance of the Application is performed by Bounce, at Bounce's sole discretion.

   (d)   "**Service Credit**" has the meaning set out in Section 3(a) of this Schedule B.

   (e)   "**Service Level**" has the meaning set out in Section 2 of this Schedule B.

   (f)   "**Service Level Failure**" means the Service Level is not met by Bounce in a calendar month, other than any failure or delay to do so which is caused by an Excluded Event.

2.   **Service Availability.** During the Term of the Agreement, Bounce will use commercially reasonable efforts to ensure that the Application meets an Availability of 99% ("**Service Level**").

3.   **Service Credits.**

   (a)   Subject to Section 3(d) of this Schedule B, in the event of a Service Level Failure, Bounce will issue a service credit to Client which is equal to two percent (2%) of the Service Fees payable to Bounce for the calendar month during which the Service Level Failure occurred ("**Service Credit**"), provided that the maximum amount of Service Credits the Client may receive within any calendar month for all Service Level Failures, regardless of the number of instances of failure, will not exceed ten percent (10%) of the Service Fees payable to Bounce for a calendar month.

   (b)   Service Credits will be applied to the next applicable invoice.

   (c)   Service Credits are Client's sole and exclusive remedy and Bounce's sole and entire liability with respect to any Service Level Failures.

   (d)   Service Credits for a Service Level Failure will accrue only to the extent that:

      (i)   Client reports the Service Level Failure within twenty-four (24) hours of the occurrence of the Service Level Failure;

      (ii)   Bounce confirms that the Service Level Failure was the result of an outage or fault on the part of Bounce;

      (iii)   Client is not in material breach of the Agreement, including its payment obligations; and

      (iv)   Client submits a written request for Service Credits to Bounce within twenty (20) days of the date in which the Service Level Failure occurred, including a short explanation of the Service Credit claimed.

4.   **Scheduled Maintenance**. Bounce will provide Client with notice of Scheduled Maintenance using one of the following methods: (a) written notice in advance of the Scheduled Maintenance (email being sufficient); (b) posting notice of the Scheduled Maintenance in the Application support portal; or (c) displaying a conspicuous on-screen message to the administrator user(s) on the Application.

5.   **Excluded Event.**

   (a)   An "**Excluded Event**" means:

      (i)   an agreed-upon service interruption;

(ii)   a force majeure event, as described in Section 7.3 of the Agreement;

(iii)   any use or operation of the Application by Client in a manner that is deemed not other than in accordance with the Agreement;

(iv)   any material delay on the part of Client to reasonably cooperate with Bounce for the purposes of investigating, diagnosing, or correcting the Service Level Failure;

(v)   any unreasonable restriction by Client to Client's systems and facilities where required by Bounce to investigate, diagnose, or correct the Service Level Failure;

(vi)   a Service Level Failure caused by Client's internal system, network, software, hardware, internet access, connectively, or any other telecommunications or data communications network; or

(vii)   a Service Level Failure caused by Client or any third parties that are not authorized by Bounce.

(b)   Any delay or failure by Bounce to meet the Service Level will not be deemed a Service Level Failure to the extent that such delay or failure is caused by an Excluded Event.

6.   **Maintenance**. During the Term and at no additional cost to Client, Bounce will use commercially reasonable efforts to maintain the Application so that: (a) the Application performs materially in accordance with the Agreement; (b) there is no material degradation or reduction in functionality of the Application; and (c) Client receives the benefit of any updates, advancements in functionality, or bug fixes that are generally available to Bounce's other licensees of the Application.

7.   **Access to Support.** During the Term and at no additional cost to Client, Bounce will use commercially reasonable efforts to provide Client with technical support with respect to the Application. Technical support does not include training sessions on the features and functionality of the Application (e.g., implementation) or training in relevant computer skills considered prerequisite to an individual's ability to use personal computers, the internet, or online software in accordance with the requirements of the Agreement.

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