MASTER SERVICES AGREEMENT

July 2021

This **MASTER SERVICES AGREEMENT** (this "**MSA**") is entered into this   day of   , 20   ("Effective Date") by and between PureBackend Inc. with offices located at 5666 chemin de Chambly, Saint Hubert, Quebec, J4Z1C2 ("PureBackend Inc") and with offices located at ("Customer"), and consists of and is subject to the terms and conditions set forth in this MSA and all Service Schedules and Service Orders (each as defined below) that are attached to this MSA or are subsequently entered into by the parties hereto referencing this MSA (collectively, the "Agreement").

1. Services

1.1 PureBackend Inc will provide services ("Services") to Customer, in accordance with the terms and conditions of this MSA and the terms and conditions of any schedule(s) referencing this MSA, and attached here to or executed by the parties (each, a "Service Schedule"). This Agreement shall apply to all Services provided to Customer by PureBackend Inc.

1.2 PureBackend Inc will perform the Services specified in any written order form designated by PureBackend Inc and signed by both parties or, in the case of online orders, accepted by PureBackend Inc in accordance with its then current online order acceptance procedures (each, a "**Service Order**"). PureBackend Inc and Customer may execute multiple Service Orders under this MSA.

1.3 Each Service Order shall describe the Services to be provided, the applicable charges and the term for which the Services are to be provided.

1.4 Service Orders under this MSA may be entered into and performed by PureBackend Inc and/or any of its Affiliates (as defined below), including an Affiliate authorized to provide Services in a country or jurisdiction other than the country or jurisdiction within which this MSA has been executed. Customer's Affiliates may purchase Services pursuant to the Agreement; provided, however, Customer shall be jointly and severally (solidarily) liable, and waive all benefits of discussion and division, for all claims and liabilities related to the Services ordered by any Customer Affiliate, and any default under the Agreement by any Customer Affiliate shall be deemed a default of Customer. As used herein, "Affiliate" shall mean, as applied to any person, any other person directly or indirectly controlling, controlled by or under common control with that person.

1.5 PureBackend Inc may perform the Services itself or through a subcontractor provided that it shall at all time remain responsible for the acts and omissions of its subcontractors.

2. Billing & Payment

2.1 PureBackend Inc will deliver written or electronic notice ("Installation Notice") to Customer that Customer's ordered Services have been installed and are available for use. Upon receipt of the Installation Notice, Customer shall have 3 business days to confirm if the Services are functioning in accordance with the Service Order. In the event Customer does not notify PureBackend Inc in writing of any non-compliance with the applicable Service Order ("Deficiencies") within such 3-business day period, the Services shall be deemed accepted and billing shall commence upon the date of the Installation Notice regardless of whether Customer is ready to accept delivery of Services or not. If Customer notifies PureBackend Inc in writing within such 3-business day period of any Deficiencies, PureBackend Inc shall correct such Deficiencies and reissue the Installation Notice once completed, and the above process shall be repeated.

2.2 Unless otherwise agreed between the parties, any non-recurring charges will be invoiced by PureBackend Inc following execution of the applicable Service Order. Recurring charges will be invoiced monthly in advance, except for charges that are Service usage dependent, which will be invoiced in arrears. Billing for partial months will be prorated based on the calendar month.

2.3 All amounts payable under the Agreement shall be due and payable without set-off within 30 days following the date of invoice (the "Invoice Due Date"). PureBackend Inc reserves the right to charge a late fee on any past due amounts of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less, calculated pro-rata from the Invoice Due Date. Customer remains responsible for all charges for the Services, even if incurred as a result of unauthorized use. Unless otherwise specified, all amounts are in Canadian dollars.

2.4 If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount with reasonable specificity (including supporting documentation) on or before the Invoice Due Date. If Customer does not submit such written dispute notice to PureBackend Inc within such 30 day period, then notwithstanding anything in the Agreement to the contrary, Customer waives all rights to dispute such disputed amount. If the dispute is resolved against Customer, Customer shall pay such disputed amounts plus interest from the original Invoice Due Date.

2.5 Customer will provide PureBackend Inc with credit information as requested from time to time. PureBackend Inc reserves the right to change Customer's payment terms and/or require a security deposit in the event (i) Customer's payment history fails to comply with the terms of the Agreement; or (ii) PureBackend Inc reasonably determines that Customer has had an adverse change in financial condition since the Effective Date (including an Insolvency Event (as defined below)). As used herein, "Insolvency Event" means making a general assignment for the benefit of a party's creditors, filing a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization or similar relief or an involuntary petition in bankruptcy or other insolvency protection is filed against the applicable party. The acceptance and deposit by PureBackend Inc of any payment from Customer that contains reference of any type that such payment constitutes "payment in full" shall not constitute an accord and satisfaction or a waiver by PureBackend Inc of any right(s) it possesses, in law or equity, to collect payment in full from Customer for any and all Services provided to Customer under the Agreement.

2.6 Except for taxes based on PureBackend Inc's net income, Customer shall be responsible for all taxes and fees arising in any jurisdiction, however designated, including, without limitation, value added, consumption, sales, use, interexchange carrier charges, gross receipts, foreign withholding, excise, access, bypass, ad volorem, franchise or other taxes, fees, duties or surcharges imposed on or incident to the provision, sale or use of the Services.

3. Term, Default & Termination

3.1 Unless otherwise specified in a Service Order, all Service Orders shall automatically renew for successive terms equal to 12 months in duration, except for Service Orders that have month

to month terms which automatically renew for successive one-month terms, unless either party provides written notice of non-renewal to the other party at least 30 days prior to the end of the then-current term. PureBackend Inc may increase any charges payable by Customer to PureBackend Inc during any renewal term by providing written notice of the new applicable charges at any time prior to the end of the then-current term; provided, however, Customer shall have 30 days from the date of PureBackend Inc's notice of increased charges to give written notice of non-renewal effective at the end of the then-current term.

3.2 If (i) Customer fails to make any payment when due and such failure continues for 10 days following written notice from PureBackend Inc, (ii) either party fails to observe or perform any material term or condition of the Agreement and such failure continues for 30 days after written notice from the other party, or (iii) either party has an Insolvency Event; then the non-defaulting party may terminate the Agreement and/or any Service Order, in whole or in part, and pursue such other remedies it may have at law or in equity. For the avoidance of doubt, except as otherwise provided in the Agreement, neither party may resiliate the Agreement or any Customer Order during a term, and Customer expressly waives the application of Section 2125 of the Civil Code of Québec.

3.3 In addition to any other rights, in the event Customer fails to pay any amounts invoiced under the Agreement, PureBackend Inc may (i) suspend the performance of Services under any or all Service Orders; (ii) restrict Customer's access to the PureBackend Inc facility, the Customer space and/or equipment; and/or (iii) refuse to provide any existing Services and/or new Services requested by Customer.

3.4 Upon the expiration or earlier termination of the Agreement and/or any Service Order, Customer shall remove all of its equipment and other personal property (which shall include any hardware or software licensed by Customer from a third party) from PureBackend Inc's facility(ies). If Customer fails to remove its equipment or other personal property, PureBackend Inc may, without prior notice to Customer, (i) continue charging monthly recurring charges and such other amounts applicable to such Services as set forth in the applicable Service Order, and/or (ii) disconnect, remove, store and/or dispose of Customer's equipment or other personal property at Customer's sole liability and expense.

3.5 In the event of any change in applicable law, regulation, rule or order that materially increases the costs or other terms of delivery of the Services, the parties will negotiate in good faith appropriate changes to the Agreement. In the event that the parties are unable to reach agreement within 30 days after PureBackend Inc's delivery of written notice requesting renegotiation, then (i) PureBackend Inc may upon written notice pass along to Customer any increased costs relating to the delivery of Service, and (ii) if PureBackend Inc elects to do so, Customer may terminate the affected Services by delivering written notice of termination to PureBackend Inc no later than 30 days after its receipt of PureBackend Inc's notice.

4. Representations and Warranties

4.1 PureBackend Inc represents and warrants to Customer that PureBackend Inc: (i) has the authority to enter into the Agreement and the Agreement constitutes a valid and binding obligation of PureBackend Inc that does not violate any other agreement between PureBackend Inc and any other person; and (ii) will provide the Services in compliance with all applicable laws, rules and regulations.

4.2 Customer represents and warrants to PureBackend Inc that Customer: (i) has the authority to enter into the Agreement and the Agreement constitutes a valid and binding obligation of Customer that does not violate any other agreement between Customer and any other person, (ii) will use the Services in compliance with all applicable laws, rules and regulations; (iii) it will procure all necessary consents and licenses to use its equipment and software in PureBackend Inc`s facilities, and (iv) will ensure that its employees, agents, representatives and contractors comply with the terms of this Agreement and PureBackend Inc's then current facility user guide, as amended from time to time and supplied to Customer ("User Guide"), as well as any third party software license terms to the extent PureBackend Inc provides Customer access to such third party software.

4.3 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND PureBackend Inc MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR AND PureBackend Inc EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES OF ANY KIND RELATING TO CUSTOMER'S SOFTWARE AND HARDWARE, INCLUDING THIRD-PARTY SOFTWARE AND/OR HARDWARE LICENSED BY CUSTOMER.

5. Liability & Insurance

5.1 Each party agrees to indemnify the other party, its Affiliates, and their respective officers, directors, members, shareholders, employees, agents, representatives, assigns and successors, and shall hold them harmless against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) resulting from a third party claim, arising out of or alleged to have arisen out of, (a) such party's breach of its obligations, representations or warranties under the Agreement; (b) any infringement of any third party's proprietary rights; or (c) bodily injury, death or property damage caused by the negligence or willful misconduct of such party. The indemnified party agrees to give prompt written notice to the indemnifying party of any such claim; provided, that any delay in furnishing such notice shall not discharge the indemnifying party from its indemnification obligation hereunder, except to the extent such delay results in actual prejudice to the indemnifying party. The indemnifying party shall undertake and conduct the defense of any claim so brought. The indemnifying party shall keep the indemnified party advised of the progress of any such claim and the indemnified party shall have the right to participate in such claim at its own expense. If the indemnifying party shall fail to take timely

action to defend any such claim then the indemnified party may defend such claim at the indemnifying party's expense. The indemnifying party shall not have the right to settle, compromise, or otherwise enter into any agreement regarding the disposition of any claim without the indemnified party's prior written consent, which may not be unreasonably withheld, except for a claim solely for monetary damages.

5.2 Neither party shall be liable to the other party for any indirect, consequential, incidental, special, unforeseeable or punitive damages, including, without limitation, loss of use, interruption of business, loss of data or loss of profits, arising out of or in any way connected with the Agreement or the Services, even if the relevant party has been advised of the possibility of such damages. In no event shall PureBackend Inc's aggregate, cumulative liability for direct damages under a Service Order exceed the fees paid under such Service Order in the 12 months prior to the date on which the liability arose, less any amounts paid for previous claims under such Service Order.

5.3 Notwithstanding anything in the Agreement to the contrary, Customer's sole remedies and PureBackend Inc's sole liability for Service outages, failures or defects are contained in any service level agreement(s) ("SLAs") included in any Service Schedule, if any.

5.4 Subject to Section 5.2, in any proceeding to enforce the terms of the Agreement, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including, without limitation, court costs, attorneys' fees and other related costs and expenses.

5.5 Customer agrees to keep in full force and effect during the term of the Agreement: (a) comprehensive general liability insurance, including contractual liability insurance, in an amount not less than $1,000,000 per occurrence, providing for the investigation, defense and satisfaction (by settlement or otherwise) of any claim under the Agreement and (b) "All Risk" Property insurance covering all of Customer's personal property located at any of PureBackend Inc's facilities. Customer acknowledges that (i) it retains the risk of loss for, or damage to, its equipment and other personal property located at any of PureBackend Inc's facilities; and (ii) PureBackend Inc's insurance policies do not provide coverage for Customer's equipment or other personal property. Customer's general liability policy shall indicate that insurer provides the primary insurance for any claims under the Agreement and shall include a provision denying insurer subrogation rights against PureBackend Inc or the PureBackend Inc indemnitees. Upon request, Customer shall cause the insurance company issuing such policy to issue a certificate to PureBackend Inc confirming that such policy is in full force and effect and provides coverage to PureBackend Inc and PureBackend Inc indemnitees as additional insureds and confirming that before any cancellation or material modification, the insurance company will provide PureBackend Inc with 30 days' prior written notice. Customer shall require any contractor, customer or other third party entering an PureBackend Inc facility on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer.

6. Confidential Information

To the extent the parties have entered into a stand-alone non-disclosure agreement that remains in effect, the terms and conditions of such nondisclosure agreement shall govern any information disclosed between the parties in the performance of the Agreement. In the event there is no standalone non-disclosure agreement between the parties then in effect, Customer agrees that the terms and conditions of the Agreement and all documents, proprietary technology, software tools, hardware and architecture designs and information provided by PureBackend Inc or to which Customer has access in the performance of Services shall be the property of PureBackend Inc or its licensors and shall be considered "Confidential Information", and that it (i) will not communicate, sell, or otherwise disclose the Confidential Information to any third party except as required by law or with PureBackend Inc's prior written consent and (ii) Customer will use an appropriate and reasonable degree of care to preserve the confidentiality of the Confidential Information. In the event that Customer is required by law to make any disclosure of any Confidential Information, Customer must first give written notice of such requirement to PureBackend Inc, and must permit PureBackend Inc to intervene in any relevant proceedings to protect its interests in the Confidential Information. Customer acknowledges and agrees that damages at law would be an insufficient remedy to PureBackend Inc in the event that any of the covenants contained in this Section are violated. Accordingly, in addition to any other remedies or rights that may be available to PureBackend Inc, PureBackend Inc shall also be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of this Section.

7. General

7.1 Except for any Customer payment obligations, neither party will be liable for any failure or delay in its performance under the Agreement due to (i) causes beyond such party's reasonable control or (ii) an unforeseeable and irresistible event ("Force Majeure Event"). In the event PureBackend Inc is unable to deliver the Services as a result of a Force Majeure Event, Customer shall not be obligated to pay for the affected Services for so long as PureBackend Inc is unable to deliver such Services.

7.2 During the term of the Agreement, Customer grants PureBackend Inc the right to use Customer's logo and name on PureBackend Inc's website and promotional materials. Customer shall have the right to require PureBackend Inc to terminate any such uses at any time by written notice.

7.3 Nothing in the Agreement will be construed to imply a joint venture, partnership or agency relationship between the parties.

7.4 Customer may not assign the Agreement without PureBackend Inc's prior written consent. The parties do not intend that the Agreement benefit or create any legal or equitable right, remedy or cause of action in, or on behalf of, any person other than a party and no person, other than a party, is entitled to rely on the provisions of the Agreement in any proceeding. If Customer resells or sublicenses the Services to a third party, Customer will: (i) remain liable for

the payment of all charges due under each Service Order, and all acts or omissions of any customer or sublicensee of Customer shall be attributable to Customer under the Agreement; (ii) in no event resell or sublicense Services to any customer of Customer at a price less than PureBackend Inc's then current list price for such Services; (iii) be solely responsible for providing support to its end customer (for greater certainty, PureBackend Inc will only interact with Customer for billing, support and other Service issues); (iv) not make any representations or warranties relating to the quality or availability of the Services other than as authorized by PureBackend Inc; and (v) will indemnify, defend and hold PureBackend Inc harmless from claims made against PureBackend Inc by any third party that Customer resells or sublicenses the Services to.

7.5 All notices, requests, demands and other communications hereunder shall be either (i) delivered in person, (ii) sent by overnight courier service or other express commercial delivery service, or (iii) sent by email with confirmation of receipt, i.e. email having been opened and read (if an email address is provided below): If to PureBackend Inc:

For billing enquiries/disputes:
Attn: PureBackend Inc. 5666 chemin de Chambly, Saint Hubert, Quebec, J3Y7E5
E-mail: kgray@purebackend.com

For all other notices: Attn: PureBackend Inc. 5666 chemin de Chambly, Saint Hubert, Quebec, J3Y7E5
E-mail: kgray@purebackend.com

If to Customer, at the address specified on the first page of this MSA or at such other address as a party may specify in writing pursuant to this Section. All notices shall be deemed given when received.

7.6 The Agreement is to be construed in accordance with and governed by the laws of the Province of Québec without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of Province of Québec to the rights and duties of the parties. The parties agree that any dispute or disagreement which may arise under the Agreement shall be enforceable against the parties hereto in the courts in the Province of Québec sitting in the district of Montréal. For such purpose, the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts, and agree that all claims in respect of the Agreement may be heard and determined in such courts.

7.7 Any waiver of, or consent to depart from, the requirements of any provision of the Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under the Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

7.8 Any term or provision of the Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of the Agreement, shall so survive.

7.9 Should any one or more of the provisions of the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be modified or deemed severed to the minimum extent necessary such that the Agreement shall otherwise remain in full force and effect.

7.10 The parties agree that each party has had a reasonable opportunity to seek independent legal advice with respect to the subject matter of the Agreement and ask questions with respect to the Agreement and has received satisfactory answers to such questions. The parties and their counsel have participated jointly in the negotiation and drafting of the Agreement. If an ambiguity or a question of intent or interpretation arises, the Agreement is to be construed as if drafted jointly by the parties. No presumption or burden of proof should arise in favour of any party by virtue of the authorship of any provision of the Agreement.

7.11 The Agreement may be executed in any number of counterparts which may be delivered by facsimile or email, each of which shall be deemed to be an original, but all of which counterparts shall together constitute one and the same instrument. The Agreement constitutes the entire and final agreement and understanding between the parties with respect to its subject matter, and supersedes all prior agreements and understandings between the parties with respect to its subject matter. The Agreement may only be amended, supplemented or otherwise modified by written agreement of both parties. In case of a conflict between any of the terms and conditions in this MSA and any other terms and conditions in any Service Schedule or Service Order, the order of precedence shall be: any Service Schedule, any Service Order, and this MSA. For the avoidance of doubt, any terms and conditions set out in any purchase order sent to PureBackend Inc by Customer shall have no binding effect.

7.12 The parties hereto have expressly required that the Agreement and all deeds, documents and notices relating to the Agreement be drafted in the English language. Les parties aux présentes ont expressément exigé que cette convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise.

Acknowledged and Agreed by the parties' duly authorized representatives.

PureBackend Inc.
By :
Name :
Title :
Date :

By :
Name :
Title :
Date :