

Cloud Services Agreement

This Agreement (as defined below) is a binding contract between you ("**Customer**", "**you**", or "**your**") and **BLACKACRE SOFTWARE INC.** ("**Provider**", "**we**", or "**us**"). This Agreement governs your access to and use of the Cloud Services (as defined below) and, by accessing or using the Cloud Services, you agree to be bound by this Agreement.

1. Definitions.

(a) "**Administrator**" means the individual registering, as or on behalf of Customer (as the case may be), Customer for access to the Cloud Services and includes any other individual that, after such registration, is designated as such by Customer.

(b) "**Aggregated Statistics**" has the meaning set forth in Section 3(f).

(c) "**Agreement**" means this cloud services agreement and includes all Schedules attached hereto and all subsequent amendments and change orders, work orders and all documents, attachments, appendices, and hyperlinked resources specifically referenced therein or herein.

Schedule A: *Acceptable Use Policy*

Schedule B: *Service Levels Policy*

Schedule C: *Support Policy*

Schedule D: *Privacy Policy*

(d) "**AUP**" has the meaning set forth in Section 4(a).

(e) "**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.

(f) "**Cloud Services**" means the services provided by Provider under this Agreement that are detailed on Provider's website available at www.blackacrepro.com (as amended from time to time).

(g) "**Confidential Information**" has the meaning set forth in Section 9.

(h) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(i) "**Customization**" has the meaning set forth in Section 11.

- (j) **"Documentation"** means Provider's user manuals, handbooks, videos, tutorials, and guides relating to the Cloud Services provided by Provider to Customer either electronically or in hard copy form and end user documentation relating to the Cloud Services available through the Cloud Services or otherwise at www.blackacrepro.com.
 - (k) **"Effective Date"** means the date the Provider notifies Customer it can access the Cloud Services.
 - (l) **"Feedback"** has the meaning set forth in Section 11.
 - (m) **"Fees"** has the meaning set forth in Section 6.
 - (n) **"Privacy Policy"** has the meaning set forth in Section 10.
 - (o) **"Provider IP"** means the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Cloud Services but does not include Customer Data.
 - (p) **"Service Levels Policy"** has the meaning set forth in Section 5(a).
 - (q) **"Service Suspension"** has the meaning set forth in Section 3(h).
 - (r) **"Storage Period"** has the meaning set forth in Section 4(c).
 - (s) **"Support Policy"** has the meaning set forth in Section 5(b).
 - (t) **"Term"** has the meaning set forth in Section 15(a).
 - (u) **"Third-Party Claim"** has the meaning set forth in Section 13.
 - (v) **"Third-Party Products"** means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Cloud Services.
2. Authority to Bind. The Administrator registering, as or on behalf of Customer (as the case may be), Customer for access to the Cloud Services represents and warrants that they have the appropriate authority to duly enter into this Agreement and bind Customer to the terms herein.
3. Access and Use.
- (a) Provision of Access. Subject to and conditioned on your payment of Fees and compliance with the terms and conditions of this Agreement, Provider hereby grants you a revocable, non-assignable, non-exclusive, non-transferable, non-sublicensable,

limited right to access and use the Cloud Services and Documentation during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Provider shall provide you the necessary access credentials to allow you to access the Cloud Services.

(b) Level of Access. Your level of access to, and Fees to be paid in respect of, the Cloud Services is subject to your selected monthly plan in respect thereof as indicated upon your initial registration for same or as indicated by any subsequent change of such monthly plan by you during the Term and as detailed on www.blackacrepro.com (as amended from time to time). At any time during the Term, you may change, through the account of an Administrator, your monthly plan and the amount of any such Fees from that date forward will reflect such change.

(c) Authorized Users. The number of Authorized Users for which access to the Cloud Services is purchased is the number as indicated upon your initial registration for access to the Cloud Services or as indicated by any subsequent change of such number of Authorized Users thereafter by you during the Term. At any time during the Term, you may change, through the account of an Administrator, the number of Authorized Users and the amount of any such Fees from that date forward will reflect such change.

(d) Downloadable Software. Use of the Cloud Services may require or include use of downloadable software. Provider hereby grants you a revocable, non-assignable, non-exclusive, non-transferable, non-sublicensable, limited right for Authorized Users to use downloadable software we provide as part of the Cloud Services. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 4(e).

(e) Use Restrictions. You shall not, and shall cause all Authorized Users to not, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not, and shall cause all Authorized Users to not, at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; (v) access the Cloud Services or Documentation with a view to compete with Provider; or (vi) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Cloud Services and collect and compile data and information related to Customer's use of the Cloud Services to be used

by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between Provider and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; *provided that* such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(g) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(h) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 6 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

4. Responsibilities.

(a) Acceptable Use Policy. The Cloud Services may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set forth in Provider's acceptable use policy ("AUP") located at www.blackacrepro.com/legal, as may be amended from time to time, which is incorporated herein by reference. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on www.blackacrepro.com from time to time, including the AUP. In the event there is a conflict between the AUP and the terms herein, the latter shall prevail to the extent of such conflict.

(b) Account Use. You are responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users and Administrators, and any act or omission by an Authorized User or Administrator that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users and Administrators aware of this Agreement's provisions, as applicable to each such Authorized User's or Administrator's use of the Cloud Services, and shall cause all Authorized Users and Administrators to comply with such provisions.

(c) Customer Data. You hereby grant to Provider a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Cloud Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for obtaining any consent(s) necessary under applicable federal or provincial legislation or regulations in relation to the collection, use, and distribution of Customer Data under this Agreement and you warrant to Provider that you have obtained such in an appropriate manner and at the appropriate time. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data. Provider shall delete or otherwise permanently remove all Customer Data, other than that incorporated within the Aggregated Statistics, no later than sixty (60) days after the day on which Customer's right to access the Cloud Services expires ("**Storage Period**"), unless Customer re-establishes such right to access before the expiry of the Storage Period. Provider shall not use the Customer Data or sell or otherwise transfer the Customer Data to any other person for the purposes of marketing any of Provider's or any such other person's services or products.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Cloud Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

5. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Cloud Services available in accordance with the service levels ("**Service Levels Policy**") available at www.blackacrepro.com/legal, as may be amended from time to time, which is incorporated herein by reference. In the event there is a conflict between the Service Levels Policy and the terms herein, the latter shall prevail to the extent of such conflict.

(b) Support. The access rights granted hereunder entitles Customer to support in accordance with the support services ("**Support Policy**") described on Provider's website located at www.blackacrepro.com/legal, as may be amended from time to time, which is incorporated herein by reference. In the event there is a conflict between the Support Policy and the terms herein, the latter shall prevail to the extent of such conflict.

6. Fees and Payment. Customer shall pay Provider the fees on a per-Authorized User basis commensurate to Customer's monthly plan in respect of the Cloud Services and as detailed on www.blackacrepro.com (as amended from time to time) or as otherwise agreed to by the parties in writing ("**Fees**") by the appropriate due date without set-off or deduction. Customer shall make all payments hereunder in United States dollars (USD) on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge a late fee on the past due amount at the rate of fifteen percent (15%); (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such failure continues for seven (7) days or more, Provider may suspend, in accordance with Section 3(h), Customer's and all other Authorized Users' access to any portion or all of the Cloud Services until such amounts are paid in full.

7. Refund. All Fees invoiced or payable prior to the expiration or earlier termination of this Agreement are final and you are not entitled to any refund for any Fees paid, or relief from Fees payable, under this Agreement.

8. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial, territorial or local governmental entity on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

9. Confidential Information. From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Further, the receiving party shall only use the disclosing party's Confidential Information to the extent reasonably necessary to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire two (2) years thereafter; *provided, however*, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Privacy Policy. Provider shall, in providing the Cloud Services, comply with its privacy policy ("**Privacy Policy**") available at www.blackacrepro.com/legal, as may be amended from time to time, which is incorporated herein by reference. By accessing, using, and providing information to or through the Cloud Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information, or Customer Data, in compliance with the then-current version of our Privacy Policy. In the event there is a conflict between the Privacy Policy and the terms herein, the latter shall prevail to the extent of such conflict.

11. Intellectual Property Ownership; Feedback; Customization. As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback. If you or any of your employees, contractors, and agents request any customization to the Cloud Services including, without limitation, new features, products, services, or functionality relating thereto ("**Customization**"), regardless of whether such Customization is subject to Fees, you hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any newly created features, products, services, or functionality, ideas, know-how concepts, techniques, or other intellectual property rights related to or arising or resulting from any Customization and your interest in any such Customization will solely be limited to the use of the Cloud Services in accordance with this Agreement.

12. Limited Warranty and Warranty Disclaimer.

(a) Provider Warranty. Provider warrants that the Cloud Services will conform in all material respects to the Service Levels when accessed and used by Customer in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Cloud Services unless specifically identified in the Service Levels. The remedies set forth in the Service Levels are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 12(a). **THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.**

(b) Customer Warranty. You warrant that you own all right, title, and interest, including all intellectual property rights, in and to Customer Data and that both the Customer Data and your use of the Cloud Services are in compliance with the AUP.

(c) **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), THE CLOUD SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE,**

AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any claim by a third-party ("**Third-Party Claim**") (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or wilful misconduct or use of the Cloud Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further *provided that* Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.

14. Limitations of Liability. **IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE ONE (1) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

15. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and continues indefinitely unless terminated in accordance with this Agreement.

(b) Termination. In addition to any other express termination right set forth in this Agreement, either party may terminate this Agreement for any reason with written notice to the other party, such termination being effective at 11:59 P.M. (MST) on the last day of the particular month during which such notice is given.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No termination of this Agreement will affect Customer's obligation to pay any Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Proration. In the event that the Effective Date of this Agreement is on a date other than the first day of a calendar month, the Fees for such month shall be proportionately reduced and will be due and payable immediately as of the Effective Date.

(e) Survival. This Section 15(e), Section 6, Section 9, Section 13, Section 14, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

16. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting including, without limiting the generality of the foregoing, any Fees chargeable or Cloud Services features offered hereunder. You will be notified of modifications through notifications or posts on www.blackacrepro.com or direct email communication from us. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Cloud Services after the effective date of the modifications will be deemed acceptance of the modified terms. Provider will provide at least thirty (30) days' advance notice of changes to Service Levels that Provider reasonably anticipates may result in a material reduction in quality or services.

17. Governing Law. This Agreement and all related documents including all schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Province of Alberta.

18. Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Alberta, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties irrevocably and unconditionally waive any objection to the venue of any

action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

19. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

20. Notices. Any notices to be given hereunder shall be (i) in writing, (ii) addressed to the Provider at legal@blackacrepro.com and to Customer at the email address of the Administrator provided at the time of registration for use of the Cloud Services, unless notified in writing (in accordance with this Section 20) of a change in address, and (iii) given by electronic mail. All notices sent as provided herein shall be deemed to have been delivered on the next business day after the electronic mail transmittal (provided that the sending party has written confirmation of such transmittal). Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us through notifications or posts on the Cloud Services or www.blackacrepro.com. These electronic communications may include notices about applicable Fees and charges, transactional information, and other information concerning or related to the Cloud Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

21. Severability. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

22. Non-waiver. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches.

23. Assignment. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

24. Language. The parties have expressly required that this Agreement and all related documents, including notices and other communications, be drawn up exclusively in English. Les parties ont expressément exigé à ce que la présente convention ainsi que tous les documents qui s'y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.