



## Add.Me Web Form and Add.Me Import Service Agreement

Social Solutions Global, Inc.  
Effective Date: May 1, 2021

This Add.Me Web Form and Add.Me Import Service Agreement ("Add.Me Agreement") is provided in addition to the Order Form addendum which accompanies it and, governs the purchase and delivery of the Add.Me Web Form and Add.Me Import Service. By submitting the Order Form, the Client agrees to the terms and conditions of this Add.Me Agreement. Except where this Add.Me Agreement explicitly states otherwise, the terms of this Add.Me Agreement are separate from the terms of the Penelope Software as a Service (SaaS) Agreement or SSG Master Services Agreement, however this Add.Me Agreement represents a Secondary Agreement as defined in the Master Agreement. This Add.Me Agreement only applies to the applicable Add.Me Web Form and Add.Me Import Service as listed in the applicable Order Form.

The Add.Me Agreement fees ("Fees") for the duration of the Service Term from Commencement Date, as defined elsewhere in this Agreement until the end of the Service Term as specified in the Client's Order Form. Fees are due in full and paid in advance of the Service Term Commencement Date, unless otherwise stated in the Client's Order Form. SSG reserves the right to withhold delivery of any service under this Add.Me Agreement until such payment of Fees is made in full. At the end of the initial Service Term this Agreement will automatically renew for a further Service Term with the same duration as the initial Service Term unless specified differently in the Client's renewal Order Form. Fees for any subsequent Service Term will be as specified in the Client's renewal Order Form.

The terms and conditions of this Agreement are subject to change at SSG's sole discretion on ninety (90) days advance written notice. Changes will not result in a material reduction in the level of the Software subscribed to during the Service Term.

### 1. DEFINITIONS

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1.1. The following terms shall have the meaning set forth below:

- (a) "**Add.Me**" means the Web Form and Import Service developed for the purpose of collecting Client's client information and importing it into Client's Penelope Database either through Add.Me Web Form Service or the Add.Me Import Service.
- (b) "**Add.Me Agreement**" means this Add.Me Web Form and Add.Me Import Service Agreement.
- (c) "**Commencement Date**" means the date when Add.Me Web Form and Add.Me Import Service will start and first be available to Client and continue through to the end of the Service Term, provided Fees are paid in full and as described in the Client's Order Form.
- (d) "**Client**" means the organization, company or otherwise legal entity that has subscribed to the Add.Me Web Form or Add.Me Import Service under the terms and conditions of this Add.Me Agreement.
- (e) "**Add.Me Documentation**" means the electronic files and printed materials created by SSG that describes the Add.Me Web Form and Add.Me Import Service and how to properly use them.
- (f) "**First Line Support**" means an internal process of the Client that provides direct support and assistance for the Add.Me Web Form and Add.Me Import Service to the Client's own end client users.

- (g) **“Intellectual Property Rights”** shall be defined as any patent, design right, copyright, trademark, service mark (any other application or registration respecting the foregoing), database right, trade secret, know-how and/or other present or future intellectual property right of any type, wherever in the world possible.
- (h) **“Master Agreement”** means the Master Product and Service Agreement or other Agreement executed between the Client and SSG.
- (i) **“Order Form”** means an ordering document specifying the Add.Me Web Form and Add.Me Import Service to be provided hereunder that is entered into between the Client and SSG, including any addenda and supplements thereto and includes the Service Term, Commencement Date, Fees and currency of the Fees.
- (j) **“Penelope”** means the Penelope Software as Service (SaaS) product.
- (k) **“Penelope Database”** means the Client data, in its raw form as stored in a relational database management system through the Client’s use of Penelope.
- (l) **“Add.Me Web Form Service”** means the portal service interface whereby the Client can enter its data, in its raw form directly into the Client’s Penelope Database
- (m) **“Add.Me Import Service”** means a secure csv file transfer service whereby Client prepared pre-enrollment data that is stored in a csv file on a sftp site specified by SSG or the Client, is transferred by the Add.Me Import Service into the Client’s Penelope Database.
- (n) **“Set-up Services Support”** means the support service that SSG will provide to the Client for setting up its Add.Me Import Service sftp site and data files and Add.Me Web Form Service portal on a webpage that can be linked to the Client’s designated website, both as identified in the Order Form, including related Fees for each as identified in the Fees section of the Order Form
- (o) **“Service Term”** means the period of time, as more fully described in paragraph 11.1 of this Agreement, for which the Add.Me Web Form and Add.Me Import Services are provided to the Client.
- (p) **Social Solutions Global, Inc. or SSG** means Social Solutions Global and its subsidiaries, SSG Social Solutions Canada, Inc. and Athena Software Corporation.

## 2. ADD.ME WEB FORM AND ADD.ME IMPORT SERVICE

- 2.1. SSG shall, from Commencement Date and for the Service Term, provide the Client subscription access for the Add.Me Web Form and/or Add.Me Import Service to enter its data into a single Client subscribed Penelope Database. The Add.Me Web Form and Add.Me Import Service are provided solely as a service to the Client and the Client is not provided with any license rights in or any other right to the Add.Me Web Form and Add.Me Import Service under this Add.Me Agreement. SSG has no intention or obligation of any kind whatsoever in providing the Client with any other right in and to the Add.Me Web Form and Add.Me Import Service except as expressly permitted in this Add.Me Agreement.
- 2.2. The Add.Me Web Form and Add.Me Import Service provided under this Add.Me Agreement is valid during the Service Term as defined in the Order Form. The Add.Me Web Form and Add.Me Import Service are valid during the period for which the Client has subscribed to and paid Fees in full for such Service Term from SSG.
- 2.3. Where the Client has subscribed to the Add.Me Import Service as stated in the Order Form, then the following apply:
  - (a) The Client shall setup a single sftp site for the Client’s use. Where required SSG will provide Set-up Services support, for a setup fee, as outlined in the Fees section of the Order Form for the purposes of receiving and processing the csv files sent by the Client.
  - (b) The Client will format the csv file to conform to the import template provided by SSG and map the

fields to the Client's Penelope Database. SSG will provide, where required and purchased through a separately provided Add.Me statement of work ("Add.Me Statement of Work"), professional consulting services, the latter of which will be billable and payable in advance on a time and materials-based quote for services and as outlined in Section 2.5 below and will, once approved, form part of this Add.Me Agreement.

- (c) The Add.Me Import Service will listen for files within the Client's sftp site as noted in 2.3(a) and transmit the csv data in an encrypted format to the Client's Penelope Database via the Add.Me Import Service.
- 2.4. Where the Client has only subscribed to the "Add.Me Web Form Service" as defined in the Order Form, then the following apply:
- (a) SSG shall setup an Add.Me Web Form portal on a webpage that can be linked to the Client's corporate website. Fees associated with setting up this portal are part of the setup fee as outlined in the Fees section of the Order Form.
  - (b) SSG shall provide the Client with Add.Me Documentation that defines the import parameters and mapping of fields to the Client's Penelope Database. SSG will configure the Add.Me WebForm as per Client defined options in the subscribed to Add.Me Web Form Service standard package. Any requirement for custom configuration professional services work will be purchased through a separately negotiated statement of work (Add.Me Web Form Service Statement of Work")billable on a time and materials-based quote for services, payable in full, in advance and as outlined in section 2.5 below, and will, once approved, form part of this Add.Me Agreement
  - (c) The Add.Me Web Form will transmit the data entered in an encrypted format and transfer the data directly into the Client's Penelope Database.
- 2.5. Add.Me Web Form and Add.Me Import Service Setup Services
- a. SSG shall provide the Client with basic professional services according to the Add.Me Web Form and Add.Me Import Services package subscribed to and in addition, and as required, will provide a configuration quote for any additional professional services custom statement of work (Add.Me Statement of Work") for work that is not included in the Add.Me Agreement standard package. All such quotes shall be through a duly approved Statement of Work and shall be paid in full and in advance of such professional services work being performed and will, once approved, form part of the Add.Me Agreement.
- 2.6. SSG reserves the right to suspend any service under this Add.Me Agreement without being required to provide any credit or refund to Client or otherwise incur any penalty where:
- (a) the Client has not paid for the services included in the Add.Me Agreement; or
  - (b) the Client is in breach of any terms of this Add.Me Agreement.

### **3. PERMITTED USE AND RESTRICTIONS**

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- 3.1. The Client shall not rent, lease, transfer, assign, distribute, sell or otherwise provide access to the either the Add.Me Web Form service and Add.Me Import Service provided to the Client (including through a time-share or through bureau use), in whole or in part, on a temporary or permanent basis, except as otherwise expressly permitted by this Add.Me Agreement. The Client shall not grant any further licenses, sublicenses, or other rights in the Add.Me Web Form and Add.Me Import Service. The Client will not purport to be an authorized reseller, licensor, distributor, or provider of the Add.Me Web Form and Add.Me Import Service to any third party or other organization.
- 3.2. The Client shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or

create derivative works based on the Add.Me Web Form and Add.Me Import Service, in whole or in part, without the prior written consent of SSG. The Client shall not assign, sublet or transfer any rights granted herein, except as otherwise provided for in this Agreement.

- 3.3. Use of the Add.Me Web Form and Add.Me Import Service are for the Client's internal purposes and only as permitted pursuant to this Add.Me Agreement and shall not be used in any unlawful manner whatsoever.

#### **4. OWNERSHIP AND INTELLECTUAL PROPERTY**

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- 4.1. The Add.Me Web Form and Add.Me Import Service are the proprietary property of SSG and its Licensors ("IP Owners"). SSG shall at all times retain the right, title and interest, including all copyrights, licensing rights and Intellectual Property Rights, in and to their Add.Me Web Form and Add.Me Import Service software including all upgrades. The Client shall acquire no right in or title to the Add.Me Web Form and Add.Me Import Service other than the rights to use and access as specifically set out herein. The Add.Me Web Form and Add.Me Import Service software are protected by Canadian, Australian, New Zealand and United States copyright laws, the Berne Copyright Convention, the Universal Copyright Convention and other intellectual property laws and treaties.
- 4.2. The Client agrees not to alter, remove, deface, cover or otherwise obscure any copyright, trademark, patent or other proprietary rights, notices, and any other markings SSG or its licensor(s) may have placed in or on any copy of the Add.Me Web Form and Add.Me Import Service software, Add.Me Documentation or the media on which the software are supplied, in order that SSG's proprietary and licensor(s) rights and duties thereto shall be protected.

#### **5. CLIENT ACKNOWLEDGEMENTS**

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- 5.1. The Client acknowledges and agrees that the Add.Me Web Form requires specific third-party web browsers in order to function in accordance with the Add.Me Documentation. Use of the Add.Me Web Form may be limited to those web browsers and may change from time to time at SSG's discretion.
- 5.2. The Add.Me Web Form and Add.Me Import Service use software that transmits information on the Client's own clients, prospective clients or other contacts that may include personal identifying information, protected health information or other data that may be considered private to the Client. The data is not stored to disk in the Add.Me software and is encrypted in transit. Any data that is not submitted or received successfully will not be retrievable from the Add.Me software.
- 5.3. The Client acknowledges that provision of the Add.Me Web Form and Add.Me Import Service requires the services of a third-party subcontractor of SSG. SSG acknowledges that this third party is contracted to SSG to provide the same level of privacy and information security to the Client as SSG provides itself as covered under Security and Client Data Section 7. and 7.2 of the PenelopeSaaS Agreement.
- 5.4. The Add.Me Web Form and Add.me software are hosted securely in Google Cloud, and AWS respectively in the United States. SSG cannot warrant in which countries any data is routed through over the internet in the normal course of carrying out the obligations under this Add.Me Agreement.
- 5.5. The Client acknowledges and agrees that the Client's subscription purchase of the Add.Me Web Form and Add.Me Import Service are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by SSG regarding future functionality or features.
- 5.6. The Client acknowledges and agrees that, should the integration of the Add.Me Web Form or Add.Me Import Service cease to function as a result of configuration changes made by the Client to PenelopeDatabase or the csv file format or data values, that Client is responsible for any and all failed data imports and that any professional services customization work provided by SSG required to repair the

integration is billable to the Client on a time and materials basis through a Statement of Work as described in Section 2.5 and is payable in full and in advance of such professional services being provided.

- 5.7. For the Add.Me Web Form, where data import failures occur, data cannot be recovered by SSG because no data is stored to disk.

## **6. ADD.ME WEB FORM AND ADD.ME IMPORT SERVICE AVAILABILITY**

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- 6.1. SSG will use commercially reasonable efforts to minimize any actual downtime during the Service Term. SSG may, from time to time, schedule routine maintenance of the server or software resulting in the Add.Me Web Form and Add.Me Import Service not being available to the Client (herein "**Maintenance Period**"). This Maintenance Period is required to ensure the Add.Me Web Form and Add. Me Import Service are running in the most optimal and secure manner as well as perform software updates. Any Maintenance Period will be kept to the minimum amount of time needed. SSG will notify the Client not less than 48 hours in advance of any Maintenance Period
- 6.2. SSG will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards to protect the Client's data. Safeguards will include, but are not limited to, measures preventing physical or remote access to the server, monitoring of remote access attempts, firewalls and appropriate software for the purposes or providing security, all of which are to be made in SSG's sole discretion.

## **7. TECHNICAL SUPPORT**

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- 7.1. The Client's support contacts ("Client Contacts"), as defined in "Client Contacts" of the Key Client Contacts Form, are the sole liaisons between the Client and SSG. Any Support Contacts must have, at a minimum, an initial basic understanding of the Add.Me Web Form and Add.Me Import Service and csv file transfer process as required. The Client is responsible for assigning and communicating to SSG any changes to the Support Contacts. The Client is permitted to change the Support Contacts from time to time. The Client acknowledges that the Support Contacts may receive news and other general announcements from SSG concerning the matters related to this Agreement. This correspondence is optional, however, opting out of such communications may adversely impact or impair SSG's ability to meet its obligations under this Agreement.
- 7.2. SSG will provide the technical support services to the Client with all necessary care and skill and be performed and/or attended by, a suitably trained, skilled and experienced personnel that would be consistent with industry standards.
- 7.3. The Client is required to establish and maintain a First Line Support for the Add.Me Web Form and Add.Me Import Service. First Line Support shall include but is not limited to:
  - (a) a direct response to the Client's end user clients with respect to inquiries concerning the performance, functionality or operation of the Add.Me Web Form Service or Add.Me Import Service;
  - (b) a direct response to the Client's end user clients with respect to problems or issues with the Add.Me Web Form service or Add.Me Import Service;
  - (c) a diagnosis of the problem or issue of the Add.Me Web Form service or Add.Me Import Service; and
  - (d) a resolution of problems or issues of the Add.Me Web Form service or Add.Me Import Service.

If after reasonable commercial efforts the Client is unable to diagnose or resolve the issue of the Add.Me Web Form Service or Add.Me Import Service, the Client may contact SSG for technical support as directed by SSG.

- 7.4. Technical support is solely for the Add.Me Web Form Service or Add.Me Import Service, as defined in paragraph 7.3 and does not cover such matters relating to help material readily available to the Client. For clarity, technical support does not include issues such as:
- (a) an explanation of features or abilities that can be found in the Add.Me Documentation, the help materials or other forms of documentation provided by SSG;
  - (b) issues with connectivity to the Add.Me Web Form and Add.Me Import Service such as through the Client's own network, firewall, routing, and proxy server.
- 7.5. SSG will provide the support services during the timeframes and using the same methods of communication and response times as that defined in Client's Penelope SaaS Agreement.

## **8. DISCLAIMER OF WARRANTY**

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- 8.1. SSG warrants that it has proper license to provide the Add.Me Web Form and Add.Me Import Service as defined in this Agreement. Client's only rights in association with a breach of the warranty provided this paragraph is for SSG to (a) correct such breach within thirty (30) days of being provided with notice of such breach of warranty, or such additional time as may be required given the nature of the breach or (b) the termination of this Add.Me Agreement with a refund the Client for the fees paid under this Add.Me Agreement.
- 8.2. Other than as provided for in paragraph 8.1 above, the Add.Me Web Form and Add.Me Import Service, and availability of the Add.Me Web Form and Add.Me Import Service, are provided 'as-is' and without warranty of any kind, express or implied.
- 8.3. OTHER THAN AS PROVIDED IN THIS ADD.ME AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, SSG MAKES NO WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ADD.ME WEB FORM AND ADD.ME IMPORT SERVICE PROVIDED PURSUANT TO THIS ADD.ME AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE CLIENT.
- 8.4. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SSG, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES (COLLECTIVELY, "AGENTS") SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THE CLIENT ASSUMES THE ENTIRE RISK AS TO THE USE AND PERFORMANCE OF THE ADD.ME WEB FORM AND ADD.ME IMPORT SERVICE AND THE APPLICATION OF THE ADD.ME DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BOTH PARTIES EXPRESSLY WAIVE THE APPLICABILITY OF THE UNIFORM COMMERCIAL CODE AND ANY OTHER STATUTORY COMMERCIAL TERMS.

## **9. LIMITATION OF LIABILITY**

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- 9.1. THIS SECTION APPLIES ONLY IN RELATION TO THE ADD.ME WEB FORM AND ADD.ME IMPORT SERVICE SUBJECT TO THIS ADD.ME AGREEMENT; SSG IS NO WAY LIABLE IN ANYWAY FOR THE ADD.ME WEB FORM AND ADD.ME IMPORT SERVICE PROVIDED HEREUNDER UNDER THE PENELOPE SaaS AGREEMENT, THE MASTER AGREEMENT AND ANY SECONDARY AGREEMENTS. ANY LIABILITY FOR PROFESSIONAL SERVICES REQUIRED OR PERFORMED UNDER THE ORDER FORM OR ANY ADD.ME STATEMENT OF WORK SHALL BE SUBJECT TO THE MASTER AGREEMENT AND NOT THIS AGREEMENT.
- 9.2. IN NO EVENT SHALL SSG AND ITS AGENTS BE LIABLE TO THE CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT DAMAGES, SPECIAL DAMAGES,

CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, DATA LOSS, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO EITHER USE OR ACCESS THE ADD.ME WEB FORM AND ADD.ME IMPORT SERVICE OR ADD.ME DOCUMENTATION EVEN IF SSG OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OR SUCH DAMAGES OR CLAIM.

- 9.3. IN NO EVENT SHALL SSG'S AGGREGATE LIABILITY EXCEED THE FEES PAID BY THE CLIENT DURING THE TWELVE (12) MONTH PERIOD DIRECTLY PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE FOR THE SERVICES RELATED TO THE ADD.ME WEB FORM AND ADD.ME IMPORT SERVICE PROVIDED UNDER THIS ADD.ME AGREEMENT EVEN THOUGH THE FEES MAY BE COLLECTED PURSUANT TO THE PENELOPE SaaS AND/OR MASTER AGREEMENT.
- 9.4. THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM AGREEMENT.
- 9.5. THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM THAT THE CAUSE OF ACTION TAKES, INCLUDING FOR BREACH OF CONTRACT, RESCISSION OF CONTRACT, TORT, NEGLIGENCE, OR UNDER ANY EQUITABLE DOCTRINE.
- 9.6. EACH SUBSECTION ABOVE IS AN INDEPENDENT LIMITATION OF LIABILITY. TO THE EXTENT THAT ANY SUCH LIMITATION OF LIABILITY DOES NOT APPLY DUE TO A STATUTORY PROVISION, THE OTHER SUBSECTIONS SHALL CONTINUE TO BE IN FORCE DESPITE THE INAPPLICABILITY OF THE OTHER SUBSECTION.

## 10. OTHER TERMS

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- 10.1. The defined terms of the Penelope SaaS Agreement and the Master Agreement apply to this Agreement except to the extent that such defined terms are defined in this Add.Me Agreement. The following paragraphs and sections from the Master Agreement shall be included as part of this Add.Me Agreement as if they were originally written in as part of this Add.Me Agreement:
  - (a) the section titled "Payment of Fees, Invoicing and Sales Tax" or "Fees, Taxes, and Payment";
  - (b) the section titled "Other Terms";
  - (c) the section titled "Confidentiality" or "Non-disclosure"; and
  - (d) the section titled "Miscellaneous".

## 11. TERM AND TERMINATION

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- 11.1. SSG will provide the Client with the Add.Me Web Form and Add.Me Import Service for the duration as described in the Order Form commencing from Commencement Date as stated in the Client's Order Form, herein defined as the "**Service Term**".
- 11.2. Upon the termination this Add.Me Agreement or the lapse of the Service Term where the Client has not subscribed to a renewal and a subsequent term for this Add.Me Web Form and Add.Me Import Service:
  - (a) the Client shall immediately cease using the Add.Me Web Form and Add.Me Import Service;
  - (b) the Client shall immediately remove any public facing links to the Add.me Web Form URL
  - (c) The Client shall ensure that no additional files are being submitted to the SFTP site
  - (d) SSG is not obligated to provide any services and SSG is relieved of any and all obligations under this Add.Me Agreement;

- (e) in no event is any data returned to the Client;
  - (f) within fifteen (15) days, the Client shall return or otherwise destroy any Add.Me Documentation created bySSG.
- 11.3. During the Service Term, the Services provided under this Add.Me Agreement can only be terminated pursuant to the following terms:
- (a) SSG has the right to terminate the Add.Me Web Form and Add.Me Import Service provided hereunder upon the occurrence of any of the following events, which shall be deemed a breach of the terms of this Agreement:
    - (i) Failure of the Client to pay all or any part of the Fees;or
    - (ii) A violation by the Client of any of the restrictions or conditions listed in Sections 2, 3and 4 of this Add.MeAgreement.
  - (b) Without waiving, removing, limiting or restricting any legal or equitable right and remedy otherwise available to SSG attendant upon such a breach, SSG shall have the right and option to terminate the Add.Me Web Form and Add.Me Import Service provided under this Add.Me Agreement by providing written notice to the Client of such termination.
  - (c) Client shall have the right to terminate this Add.Me Web Form and Add.Me Import Service provided for under this Add.Me Agreement where SSG is in breach of this Add.Me Agreement and fails to cure such breach within thirty (30) days. Client must provide SSG with written notice of the alleged breach in sufficient detail to permit SSG to easily ascertain its obligationsin remedying the breach and in determining whether or not SSG is in breach of the terms in this Add.Me Agreement.
- 11.4. The provisions of Section titled “Confidentiality”, “Ownership and Intellectual Property”, “Disclaimer of Warranty” and “Limitation of Liability” set out in this Add.Me Agreement shall continue in force after any termination or expiry of the Service Term of thisAdd.MeAgreement.
- 11.5. Except as otherwise expressly stated in this Add.Me Agreement, SSG shall under no circumstances be under any obligation to refund to the Client any amount paid by the Client by way of Fees.