



ARTICLE 1 INTERPRETATION

1.1 Defined Terms

The terms used herein or in any amendments hereto shall have the following meanings:

“**EVOLVO**” shall mean EVOLVO Technologies Inc.

“**Party**” shall refer to either the customer or Evolvo, and collectively they shall be referred to as the “**Parties**”.

“**Agreement**” means this Service Agreement and all Schedules attached hereto, as the same may be amended from time to time.

“**Business Day**” means any day other than a day on which the principal commercial banks in Montreal, Quebec are not open for business during normal business hours, a Saturday, or a Sunday.

“**Confidential Information**” means, with respect to either Party, any information that is confidential to such Party including, without limitation, its inventions, research and development activities, products and product information, technical data, specifications and know-how relating to both existing and planned products, data, business, marketing and financial information, computer software, processes, operating and testing procedures, accounting and personnel records, existing and targeted customer and supplier identities and lists, all information clearly identified in writing at the time of disclosure as being confidential and, without limiting the generality of the foregoing, all oral disclosure reduced to writing and marked as being confidential.

“**Customer**” shall have the meaning ascribed thereto in the preamble and shall include, without limitation, Customer’s employees, authorized agents and third-parties acting on its behalf.

“**Data**” means all data supplied by Customer and utilized in connection with the Services.

“**Effective Date**” means the date Customer started using the Gatekeeper Service.

“**Delivery Date**” means the date the Gatekeeper service was made available to Customer.

ARTICLE 2 SERVICES

2.1 Firewalls

If the Customer has elected to use the EVOLVO Gatekeeper Service to obfuscate certain internet services or systems belonging to the Customer, the Customer understands and agrees that the Evolvo Gatekeeper service is not meant to act as a firewall and that he should maintain a complete firewall system to protect his networks, servers and systems. EVOLVO shall not have any responsibility or obligation to the Customer, to monitor, supervise or oversee the access and security of any services or systems belonging to the Customer. The Customer expressly agrees that the use of the Gatekeeper Service is at the Customer’s sole risk.

2.2 Third-Party Suppliers

EVOLVO may, at its sole discretion, elect to provide any or all of the Services with or without the help of third-party suppliers, agents, subcontractors or other third parties, without giving notice to Customer.

The Services are delivered within a certain Context and with the help of certain Peripheral Services. Within the context of these Services, EVOLVO may procure and make available, for the benefit of the Customer, certain third-party software products. The Customer agrees to always respect the licensing regulations and related obligations of those third-party software products and always hold EVOLVO harmless against such software product design limitations, flaws or other possible shortcomings. All such SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold. All rights not expressly granted herein are reserved.

ARTICLE 3 SUPPORT SERVICES

3.1 Support Services

EVOLVO provides limited support through the management portal of the Gatekeeper Service, on a best effort basis.

ARTICLE 4 COVENANTS

4.1 Legal requirements

Customer shall ensure that all applicable legal requirements which relate to Customer and Customer's equipment have been complied with. Customer shall meet and conform to the connectivity and other technical specifications and operating requirements and security standards established from time to time by EVOLVO.

4.2 Password

Customer shall be solely responsible for maintaining the confidentiality of its systems and passwords, and fully responsible for all activities occurring under its systems or password.

4.3 Utilization of the Services

Customer shall not use the Services or knowingly permit it to be used, for an illegal, fraudulent, defamatory, or other improper purpose.

ARTICLE 5 PAYMENTS AND EXPENSES

5.1 Fees

In consideration for the Services, Customer shall pay to EVOLVO the fees set forth on the gatekeeper.evolvo.com web site (collectively, the "Fees").

5.2 General

EVOLVO will invoice Customer for the Gatekeeper Obfuscation Service each month, for the previous month of service. EVOLVO will make every reasonable effort to invoice the monthly fees upon the first day of each month.

Any amount payable by Customer shall be paid within thirty (21) days following the date of the invoice. EVOLVO may charge interest on any amount owing by Customer under this Agreement at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, calculated from the date on which such amount becomes due until the date of payment. Payments may be made via a credit card or Paypal through our payment processing partner Paypal.

5.3 Taxes

The Fees do not include any sales, goods and services, excise, use, consumption, property or other tax or any levies, duties, deductions, charges, value added tax, customs or withholdings whatsoever imposed or collected by any governmental or taxation authority (the "Taxes"). Customer shall be responsible for the payment of all Taxes, excluding Taxes based on the income of EVOLVO. In the event EVOLVO is requested to collect such Taxes, or portions thereof, Customer shall pay to EVOLVO the amount of such Taxes, or portion thereof, within 21 days following the date of the invoice sent by EVOLVO to Customer with respect to such Taxes.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Limited Warranties

Subject to the limitations contained in Article 8, EVOLVO warrants that it strives to protect the data and information belonging to its customers against the loss, misuse and alteration of the information and data under its control, however, EVOLVO cannot, (i) guarantee or warrant the security, accuracy or content of any such information and data, and therefore cannot be responsible for the theft, destruction or inadvertent corruption or disclosure of any of Customer's data or information; or (ii) guarantee any Internet level of performance, or that Customer's data will not be stolen or lost during transmission over the Internet. EVOLVO hereby disclaims any and all guarantee of Internet performance, Internet service interruptions, interceptions, degradation, errors, spoofing, spying, hacking, delays, defects, loss or theft of data which could occur during transmission of any form of data exchange between Customer's systems, the Internet and the Evolvo infrastructure.

6.2 Service Level

(a) EVOLVO may suspend the provision of any of the Services to the Customer, for a reasonable length of time, in order to maintain, test or configure the Services or to perform such other work as EVOLVO may determine is necessary or appropriate for reasons of Scheduled Maintenance.

(b) To proactively respond and take appropriate actions in cases of possible Service Interruptions, EVOLVO may monitor its Infrastructure, including systems operating as part of, or supporting of the Customer's Services. However, since it is difficult to monitor any one individual Service, due to the many different types of Services used by EVOLVO Customers, the Customer understands and accepts that EVOLVO may be unable to predict the real, actual impact of a possible Service Interruption on any one particular Customer. It is therefore never the responsibility of EVOLVO to notify the Customer when such a Service Interruption occurs, and the Customer alone is responsible to notify EVOLVO that it has actually been affected by a possible Service Interruption.

ARTICLE 7 TERM AND TERMINATION

7.1 Term

This Agreement shall become effective upon the Effective Date. Unless terminated or renewed in accordance with this Agreement, the term of this Agreement is set forth on the cover page.

7.2 Renewal

The Agreement shall be automatically renewed for successive one (1) month periods, under the same terms and conditions, unless a written notice is received. If the price of the Services is to be modified at the next renewal date, EVOLVO will provide a written notice to that end, ninety (90) days prior to such renewal.

7.3 Termination without Cause

EVOLVO shall have the right to terminate this Agreement upon ninety (30) days prior written notice to Customer. Customer shall have the right to terminate this Agreement upon ninety (30) days prior written notice to EVOLVO by sending a notice via email to support@evolvo.com.

7.4 Termination for Cause

If either Party shall be in breach of its obligations under this Agreement, the Party not in breach shall give a written notice to the breaching Party stating the nature of the breach. If the breaching Party has not cured or is not, in the reasonable judgment of the non-breaching Party, actively and diligently seeking to cure the said breach by the end of the fifteen (15) day period following such notice, and if such breach is a material or fundamental breach, then the non-breaching Party shall have the right to terminate this Agreement immediately upon delivering a second written notice to this effect to the breaching Party. Such termination shall be without prejudice to any other rights of the Parties at law, in equity or otherwise. For the purposes of this Agreement, any failure of Customer to pay to EVOLVO the Fees in accordance with the terms and conditions set forth in this Agreement shall be a material breach that entitles EVOLVO to terminate the Agreement.

7.5 Termination by EVOLVO

This Agreement may be terminated immediately by EVOLVO by written notice given to Customer upon the occurrence of any of the following: (a) a petition or receiving order or winding up order or similar order is issued in respect of Customer under the laws of any jurisdiction; (b) Customer makes a general assignment for the benefit of its creditors; (c) a receiver or trustee in bankruptcy is appointed with respect to the business, property or assets of Customer; or (d) proceedings are initiated under any applicable insolvency or similar law for the purpose of bankruptcy, reorganization, winding-up or liquidation of Customer (e) any merger, consolidation, acquisition, sale, lease or other transfer of all or substantially all of the assets or voting shares on Customer, or any other change in the control or ownership of Customer or similar transaction that EVOLVO does not reasonably accept (f) use of the Services by Customer for fraud or any purposes described in Section 4.3.

7.6 Effect of Termination

Upon any termination of this Agreement becoming effective, EVOLVO may immediately terminate the Services. Termination of this Agreement shall not relieve Customer of its obligations to pay to EVOLVO any and all Fees that have accrued or are owed as of the date of termination.

7.7 Force Majeure

(a) If at any time during the Terms, EVOLVO is unable to provide any or all of the Services by reason of the occurrence of an event of "Force Majeure", EVOLVO will be excused from the performance of its obligations hereunder, during the continuance of such inability, provided that EVOLVO takes all reasonable commercially available measures to prevent or remove the Force Majeure.

(b) "Force Majeure" means an event that is outside of the control of EVOLVO and includes: a fire, flood, epidemic, earthquake, a severe storm, snowstorm or ice build-up, quarantine, embargo, or other act of God; explosion, damage or destruction of EVOLVO Equipment, Infrastructure or facilities; significant Internet Peering conflict or the failure of a major Internet Provider; strike, lockout, or other material dispute with workers; riots, civil disputes, war (whether declared or undeclared) or armed conflict; any municipal ordinance or provincial or federal law, governmental order or regulation or order of any court or regulatory body requiring EVOLVO to cease providing the Services; the inability to obtain, or any material delay in obtaining local access for any reason whatsoever; any other event which renders continued provision of the Services under this Agreement impossible, impractical or illegal.

7.8 Waiver

Customer hereby waives the application of the Articles 2125 to 2129 of the Civil Code of Quebec.

ARTICLE 8 DISCLAIMER AND LIMITATIONS

8.1 Disclaimer

EVOLVO does not warrant and expressly disclaims: (A) That services and support services will be performed uninterrupted or error-free, (B) That the services meet customer's requirements, satisfy its particular business, legal, technological or other needs or is otherwise fit for customer's particular purposes, (C) That any third-party software may be transmitted by electronic means (whether as an attachment

to an e-mail, through a download from the internet or otherwise) securely or remaining free of viruses, worms or other codes, routines or devices designed to disable, impair, destroy, erase, deactivate or otherwise damage the software, any software, system, equipment, hardware or data whatsoever, (D) That the services properly function in combination or when used in conjunction with hardware, products, software, equipment, systems or products, or (E) That all defects or errors associated with the services can be corrected. The warranties are the only warranties given by EVOLVO with respect to the services. To the extent legally permitted, the warranties are exclusive and in lieu of all other warranties, whether arising by law, statute, usage or otherwise.

8.2 Limitations of Liability

Notwithstanding anything contrary in this agreement, EVOLVO's aggregate liability towards customer, affiliates or other related person or representative in relation to or arising under this agreement (including without limitation, for breach of contract, or warranty, strict liability, contractual or extra-contractual liability, tort, including negligence or any other legal or equitable theory), shall be limited to customer's actual and direct damages and shall not, under any circumstances, exceed the total amounts actually paid to EVOLVO by customer as fees during the period of twelve (12) months immediately preceding the breach or the act giving rise to EVOLVO's liability. Customer acknowledges and agrees that in no event shall EVOLVO be liable for damages in respect of general, incidental, aggravated, punitive, extra-contractual, exemplary, indirect, special or consequential damages, including but not limited to, lost business revenue, lost profits, lost goodwill, failure to realize expected savings, loss of data, business interruption, loss of business information or loss of business opportunity, even if EVOLVO has been advised of the possibility of such damages.

The limitations of liability contained in this Article shall apply even if a limited warranty or limited remedy fails of its essential purpose.

8.3 Exclusive Remedies

Customer's sole remedy and EVOLVO's entire liability for any breach of the Data Security Warranty shall be for EVOLVO, at its option, to either (i) use its commercially reasonable efforts to correct reasons underlying the loss, misuse and alteration of Customer's data under its control and/or transiting through its systems or infrastructure; or (ii) terminate this Agreement and return the Fees paid by Customer.

ARTICLE 9 INDEMNIFICATION

9.1 Indemnification

Customer shall indemnify and hold EVOLVO harmless from and against any claims, demands, actions, causes of action, judgments, damages, losses, liabilities, costs or expenses (including, without limitation, interest, penalties and reasonable attorneys and experts' fees and disbursements), which may be made against EVOLVO or which EVOLVO may suffer or incur as a result of, arising out of or relating to: (i) any violation, contravention or breach of any covenant, agreement or obligation of Customer under or pursuant to this Agreement; (ii) any incorrectness in, or breach of, any representation or warranty made by Customer pursuant to this Agreement; or (iii) any third party claim in relation with the use of the Services by Customer.

ARTICLE 10 CONFIDENTIAL INFORMATION

10.1 Covenants

Each Party agrees that the Confidential Information of the other Party to which it may have access in relation to this Agreement shall be kept in strict confidence by it and shall not be used or disclosed by it or by any of its directors, officers, employees, agents, solicitors, accountants or financial advisors (collectively the "**Representatives**"), except in accordance with the terms of this Agreement. Each Party agrees that it may only transmit Confidential Information of the other Party to financial investors, to potential acquirers of all or substantially all of its shares or assets, or to Representatives who, in all cases: (a) need to know the Confidential Information; (b) are informed of the confidential nature of the Confidential Information; and (c) agree in writing to be bound by a confidentiality agreement on the same terms as those set forth in this Agreement.

10.2 Exceptions

The confidentiality provisions of this Agreement shall not apply to such Confidential Information of the other Party that the receiving Party can demonstrate (a) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement; (b) becomes available to a Party on a non-confidential basis from a source other than the other Party or its Representatives, provided that such a source is not bound by a confidentiality agreement with such other Party or otherwise prohibited from transmitting the Confidential Information by a contractual, legal or fiduciary obligation towards such other Party; (c) was known to a Party on a non-confidential basis prior to its disclosure by the other Party; (d) is independently developed by a Party without reference to the Confidential Information of the other Party; or (e) which the receiving Party is obligated to disclose pursuant to statutory or regulatory requirements or an order of a court of competent jurisdiction. In the case of (e), however, the receiving Party obligated to disclose the Confidential Information shall provide the other Party with immediate written notice of any such disclosure demand, request or similar requirement so that such other Party may seek a protective order or other appropriate remedy from a court or tribunal before any Confidential Information is so disclosed.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

11.1 Assignment

Customer may only transfer and assign this Agreement with Evolvo's prior written consent. Any purported assignment in violation of this 11.1 shall be void and shall not be binding upon the parties. EVOLVO may transfer and assign this Agreement without Customer's consent.

11.2 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid registered mail or courier or transmitted by facsimile or e-mail transmission at such Party's address, e-mail address, or facsimile number as described in the initial description of the parties. Any notice shall be deemed to have been given and received:

- (a) if delivered personally, by facsimile or e-mail, on the day it is so delivered; and
- (b) if sent by prepaid mail or courier, on the third (3rd) Business Day of its delivery, provided that no postal strike is then in effect or comes into effect;

provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the next Business Day. Any party may change its address for notice by giving notice to the other party as provided in this Section 11.2.

11.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including any non-disclosure agreement or other similar agreement entered by the Parties.

11.4 Severability

If any of the provisions contained in this Agreement, or portion thereof, is found by a court of competent jurisdiction or an arbitrator to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained in the Agreement shall not be in any way affected or impaired thereby.

11.5 Waiver

Any waiver of, or consent to depart from, the requirements of any provision of this 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 this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any or further exercise of such right or the exercise of any other right.

11.6 Independent Contractors

Each Party is an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, mandate, partnership, principal-agent or employment relationship between the Parties. No Party shall take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other and neither shall have any power or authority to bind the other or to assume or create any obligation or responsibility express or implied on the other's behalf or in its name, nor shall either represent to any one that it has such power or authority.

11.7 Applicable Law

This Agreement shall be governed by, interpreted and enforced in accordance with the laws applicable in the Province of Quebec (Canada), without regards to their conflicts of laws provision. The Parties attorn to the exclusive jurisdiction of the courts of Montreal, Province of Quebec, Canada.

11.8 Language

The Parties have required that this Agreement and all documents and notices relating to this Agreement be drawn up in the English language. *Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.*

11.9 Copyright

All content on this Web site is the property of Evolvo, its partners, or its content suppliers. The content is protected by copyright laws. The text and document downloads on this site may be used as reference material. Any other use of the text and document downloads - including, but not limited to, reproduction, modification, and distribution - is strictly prohibited.

11.10 Contact

All communications and notices should be sent to support@evolvo.com