

Marketplace Terms and Conditions

Vendasta Technologies Inc.

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Marketplace Terms and Conditions

Please read these terms and conditions (this "Agreement") carefully before using the Marketplace (the term "use" when used herein in respect of the Marketplace will mean access or use, and "using" will have a corresponding meaning). By clicking on the appropriate button underneath this Agreement or accessing or using the Marketplace, you agree to be bound by and comply with this Agreement, as updated from time to time in accordance with Section 4.3. If you do not accept and agree to be bound by this Agreement, you may not use the Marketplace.

> As a condition of entering into this Agreement and using the Marketplace, you represent and warrant that: (a) you agree to be bound by the terms and conditions of any agreement between you and us, or if you have not entered into such an agreement, then the Channel Partner Terms and Conditions set on our Trust Center at trust.vendasta.com (the "Channel Partner Agreement"); (b) you will comply with this Agreement; (c) you possess the legal authority to create a binding legal obligation; and (d) if you are using the Marketplace on behalf of

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ARTICLE 1 Acceptance and interpretation

1.1 Acceptance

Please read these terms and conditions (this "Agreement") carefully before using the Marketplace (the term "use" when used herein in respect of the Marketplace will mean access or use, and "using" will have a corresponding meaning). By clicking on the appropriate button underneath this Agreement or accessing or using the Marketplace, you agree to be bound by and comply with this Agreement, as updated from time to time in accordance with Section 4.3. If you do not accept and agree to be bound by this Agreement, you may not use the Marketplace. As a condition of entering into this Agreement and using the Marketplace, you represent and warrant that: (a) you agree to be bound by the terms and conditions of any agreement between you and us, or if you have not entered into such an agreement, then the Channel Partner Terms and Conditions set on our Trust Center at trust.vendasta.com (the "Channel Partner Agreement"); (b) you will comply with this Agreement; (c) you possess the legal authority to create a binding legal obligation; and (d) if you are using the Marketplace on behalf of another person or a corporate entity, you have the authority to bind such person or entity to this Agreement.

1.2 Definitions

"Marketplace" means the proprietary Vendasta online marketplace software platform which allows you to select Products for your Product Catalogue and distribute Products directly to your customers.

"Products" means the software (including software provided as a service), content and other products and services that are approved and made available by us or Third Party Providers through the Marketplace.

"Product Catalogue" means the product catalogue made available by you to your customers, including through any websites, containing descriptions of the Products that have been selected by you pursuant to the Marketplace for resale to your customers.

"Vendasta", "we", "our", or "us" means Vendasta Technologies, Inc.

"you" or "yours" means the person or entity visiting the Marketplace, browsing or otherwise using the Marketplace.

ARTICLE 2 Your use of the marketplace

2.1 Information about you

In order to use the Marketplace, you may be required to provide information about yourself such as your name, address, and billing details. You agree that any such information you provide to Vendasta will always be accurate, correct and up to date. Please review our current Privacy Policy, available on our Trust Center at trust.vendasta.com. This policy contains important information about how we treat your personal data and protect your privacy, and is hereby incorporated by reference and forms a part of this Agreement. You will be issued a user account by us to access the Marketplace and must keep the details of your user account secure and must not share them with anyone else.

2.2 Access to the Marketplace

You may use the Marketplace solely to browse, locate, or select for distribution certain Products. Some of these Products may be offered by Vendasta while others may be made available by Third Party Providers not affiliated with Vendasta ("Third Party Providers"). You will ensure that you and your customers comply with: (a) the obligations and restrictions set out in any terms and conditions applicable to the Products made available by Vendasta, including the Vendasta Terms of Use applicable to our Products located on our Trust Center at trust.vendasta.com; and (b) the obligations and restrictions set out in any terms and conditions applicable to the Products made available by the Third Party Providers. You agree that Vendasta is not responsible for any Product on Marketplace that originates from a source other than Vendasta, including from Third Party Providers.

2.3 Termination and limitation of access to Marketplace

You must not access the Marketplace or accept the terms of this Agreement if you are a person who is either barred or otherwise legally prohibited from using the Marketplace or any Products under the laws of the country in which you are resident or from which you use the Marketplace. If you violate any of the terms and conditions of this Agreement, your rights under this Agreement will immediately terminate and we may terminate your access to the Marketplace or the Products without notice and without refund to you. Your access to the Marketplace will terminate in accordance with the Channel Partner Agreement, including upon the termination or expiry of the Channel Partner Agreement. Notwithstanding the foregoing, we reserve the right, at our sole discretion, to limit or deny you access to or use of the Marketplace or the Products, at any time and for any reason, including for violation of this Agreement. You will cease and desist from any such access or use immediately upon request by us. If we disable access to your account, you may be prevented from accessing the Marketplace, your account details or any files or other Products that are associated with your account.

2.4 Payment for products

The Marketplace may display pricing for Products. Pricing and availability of all Products are subject to change

at any time. The payment for Products available on the Marketplace and selected for purchase via the Product Catalogue will be made directly to us. The fees and payment terms and conditions in respect of such Products are set out in the Terms of Service (specifically the fee schedule) located on our Trust Center at trust.vendasta.com, which terms and conditions are incorporated herein by reference and forms part of this Agreement.

ARTICLE 3 Rights and restrictions

3.1 Distribution of the products

Under the terms and conditions set out herein and the Channel Partner Agreement, you will have the non-exclusive right to distribute the Products solely as expressly permitted by us or the Third Party Provider and subject to the restrictions set forth herein and associated terms and policies applicable to the Product. All rights, title and interest in the Marketplace and Products not expressly granted to you in this Agreement are reserved by us and our licensors or the Third Party Providers. Except as set out herein or the Channel Partner Agreement, you may not sell, rent, lease, redistribute, broadcast, transmit, communicate, modify, sublicense or transfer or assign your rights to the Marketplace to any third party without our authorization, including with regard to any use of Products that you may obtain through the Marketplace. We may assign this Agreement or any rights hereunder to any third party without your consent. Use of any tool or feature provided as an authorized part of the Marketplace will not violate this provision so long as you use the tool as specifically permitted and only in the exact manner specified and enabled by the Marketplace. In addition, you will not and will not permit any other person to (directly or indirectly) solicit, market, access or contact the Third Party Providers in efforts to purchase, distribute, resell, or market Products or products that are similar, complementary, related or enhancements to the Products directly or indirectly from such Third Party Providers.

3.2 Security features and proprietary notices

You may not attempt to, nor assist, authorise or encourage others to circumvent, disable or defeat any of the security features or components, such as digital rights management software or encryption, that protect any Product or the Marketplace. You must not collect or harvest any personal data of any user of the Marketplace, including account names and personal data of Third Party Providers. If you violate any security feature or attempt to collect or harvest any personal data of third parties, you may incur civil or criminal liability. You may not remove any watermarks, labels or other legal or proprietary notices included in the Marketplace or any Product, and you may not attempt to modify any Products obtained through the Marketplace, including any modification for the purpose of disguising or changing any indications of the ownership or source of a Product.

3.3 Removal or unavailability of products

Subject to this Agreement, Products available on the Marketplace may only be available for a limited period of time. In certain cases (for example, if we or our Third Party Provider loses the relevant rights, a Product is discontinued, or you breach applicable terms or the law), we may remove or cease providing you with access to certain Products that you have distributed. If reasonably practicable, we will provide you with reasonable prior notice of any such removal or cessation.

ARTICLE 4 General

4.1 Governing law and jurisdiction

You must comply with any and all applicable laws, including privacy laws, intellectual property laws, and laws applicable to the reporting and payment of any taxes arising in connection with your use of the Marketplace, or the distribution of Products. This Agreement will be governed by the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. These laws apply to your use of the Marketplace, notwithstanding your domicile, residency or physical location. The Marketplace is intended for use only in jurisdictions where they may lawfully be offered for use. Except as restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Saskatoon, Saskatchewan, Canada in all disputes arising out of or relating to the use of the Marketplace. Not all of the Products described in the Marketplace are available in all jurisdictions. Furthermore, nothing on the Marketplace constitutes an offer or solicitation to buy or sell any product or service to anyone in any jurisdiction in which such an offer or solicitation is prohibited by applicable law.

4.2 Disclaimer of warranties and limitation of liability

(a) Disclaimer of warranties

EXCEPT AS OTHERWISE AGREED TO IN THE CHANNEL PARTNER AGREEMENT YOUR USE OF THE MARKETPLACE AND THE PRODUCTS WILL BE AT YOUR SOLE RISK AND THE MARKETPLACE AND THE PRODUCTS ARE PROVIDED TO YOU AND YOUR CUSTOMERS “AS IS” AND “AS AVAILABLE” WITHOUT REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND. WE DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS ABOUT THE QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, OR TIMELINESS OF THE MARKETPLACE OR THE PRODUCTS. THE MARKETPLACE OR PRODUCTS MAY INCLUDE ERRORS, OMISSIONS AND INACCURACIES, INCLUDING PRICING ERRORS. WE EXPRESSLY RESERVE THE RIGHT TO CORRECT ANY PRICING ERRORS ON THE MARKETPLACE. WE DO NOT ASSUME ANY RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES IN THE MARKETPLACE OR THE PRODUCTS. EXCEPT AS OTHERWISE AGREED TO IN THE CHANNEL PARTNER AGREEMENT, YOUR USE OF THE MARKETPLACE AND ANY PRODUCTS OBTAINED THROUGH THE USE OF THE MARKETPLACE WILL BE AT YOUR OWN DISCRETION AND RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR THAT THE MARKETPLACE OR THE PRODUCTS ARE OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. EXCEPT AS OTHERWISE SET OUT HEREIN, YOU ARE NOT AUTHORIZED TO MAKE ANY WARRANTY, GUARANTEE, REPRESENTATION OR CONDITION, WHETHER WRITTEN OR ORAL, ON BEHALF OF VENDASTA OR ANY THIRD PARTY PROVIDER.

(b) Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE (ON BEHALF OF OURSELF AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS AND LICENSORS, COLLECTIVELY, THE "VENDASTA INDEMNITEES") DISCLAIM ALL LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH, OR ANY OTHER LEGAL THEORY, FOR ANY LOSS OR DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT, INCLUDING FROM YOUR USE OF, OR INABILITY TO MAKE USE OF, THE MARKETPLACE, THE PRODUCTS, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF, OR INABILITY TO MAKE USE OF, THE MARKETPLACE OR THE PRODUCTS (INCLUDING ANY (I) DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE, (II) FRAUD, (III) LOSS OF INFORMATION, PROGRAMS OR DATA, (IV) LOSS OF USE, (V) PERSONAL OR PROPERTY DAMAGE, (VI) FINES, FEES, PENALTIES, OR (VII) ANY OTHER LOSSES OR DAMAGES, WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM YOUR USE OF, OR YOUR INABILITY TO MAKE USE OF, THE MARKETPLACE OR THE PRODUCTS). TO THE EXTENT THAT THE FOREGOING LIMITATION DOES NOT APPLY, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED FIVE THOUSAND DOLLARS ($5,000) OR THE EQUIVALENT IN LOCAL CURRENCY. FOR GREATER CERTAINTY, THE AMOUNT SET OUT IN THE PRECEDING SENTENCE REPRESENTS THE AGGREGATE CUMULATIVE MAXIMUM LIABILITY AMOUNT AND THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THAT AMOUNT.

(c) Allocation of risk

The limitation set out in this Section 4.2 reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose.

(d) Release and waiver

To the maximum extent permitted by applicable law, you hereby release and waive all claims against us and the Vendasta Indemnitees from any and all liability for claims, costs, and expenses (including litigation costs and legal fees) of any kind and nature arising from or in any way related to the Marketplace, the Products, or this Agreement.

4.3 Changes to this agreement and the marketplace

Except where prohibited by applicable law, we reserve the right to change this Agreement at any time without notice. Your continued use of the Marketplace after any changes to this Agreement indicates your acceptance of such changes. It is your responsibility to review this Agreement regularly for any changes.

4.3 Entire agreement, waiver, and English language

This agreement constitutes the entire agreement between us and you pertaining to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Platform. A printed version of this Agreement and of any

notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Our failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provisions or right. If any of the provisions contained in this Agreement are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination will not affect the remaining provisions contained herein. If any of the provisions contained in this Agreement conflict with the terms of another agreement between the parties (such as the provisions of a Channel Partner Agreement), then the terms of this Agreement will prevail. It is the express wish of the parties that these Terms of Use and all related documents be drawn up in English.