

Riipen Services Addendum

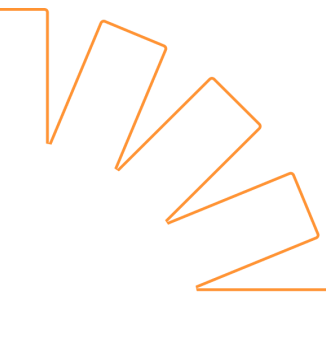
This Addendum sets forth the terms and conditions that govern the provision and use of: (a) the Riipen SaaS Services for providing an experiential learning platform; and (b) Professional Services made available by Riipen (collectively, the “**Services**”) as identified on the Order Form. This addendum and any applicable supplemental addendums related thereto (each an “**Addendum**”) are incorporated into the Order Form and together with the Order Form, form the “**Agreement.**” Supplemental addendums which can be found here:

www.riipen.com/policies/product-addendums apply to the extent that the applicable product and/or feature is listed on the Order Form and/or utilized by Customer. To the extent there is any conflict between the Order Form, this Services Addendum, or any supplemental addendum related thereto, such conflict shall be resolved pursuant to the following order of precedence: (i) the Order Form, (ii) any applicable supplemental addendum, and (iii) this Services Addendum.

1. Definitions.

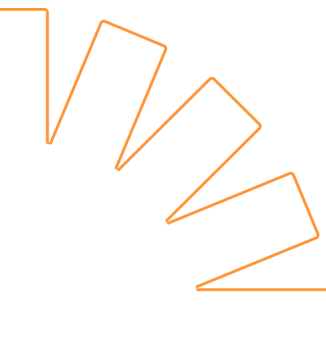
As used in this Addendum and associated Agreement, the following capitalized words have the meaning set out below:

- a. “**Affiliate**” means, with respect to a party, any corporation or other legal entity which is directly or indirectly controlling or controlled by, or under common control with that party. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation or legal entity.
- b. “**Applicable Laws**” means applicable statutes, by-laws, rules, regulations, orders, ordinances or judgments, in each case of any Governmental or Regulatory Authority.
- c. “**Customer Data**” means any data, information, content, records, and files that Customer (or any of its Permitted Users) loads or enters into, transmits to, or makes available to the Riipen SaaS Services, including but not limited to Personal Information.
- d. “**Governmental or Regulatory Authority**” means any national, provincial, state, county, municipal, quasi-governmental or self-regulatory department, authority, organization, agency, commission, board, tribunal, regulatory authority, dispute



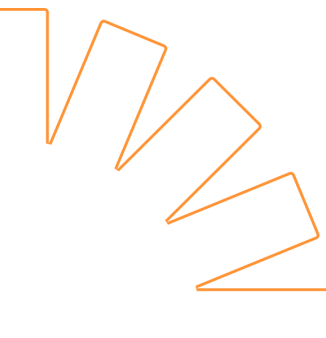
settlement panel or body, bureau, official, minister, Crown corporation, or other law, rule or regulation-making entity having or purporting to have jurisdiction over Customer or any other person, property, transaction, activity, event or other matter related to this Addendum and associated Agreement, including subdivisions of, political subdivisions of and other entities created by such entities.

- e. **“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- f. **“Loss”** or **“Losses”** means any and all losses, damages, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- g. **“Modifications”** means modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations, and **“Modify”** has a corresponding meaning.
- h. **“Permitted User(s)”** means any individual authorized by Customer to access and use the Riipen SaaS Services on Customer’s behalf.
- i. **“Personal Information”** means information about an identifiable individual or information that is subject to applicable privacy or data protection laws.
- j. **“Professional Services”** means the consulting, training and other professional services set out in the Agreement.
- k. **“Riipen SaaS Services”** means: (i) services through which Riipen hosts and makes available the Riipen solution for an experiential learning platform as described in the Agreement; (ii) any component or Modification of the services referred to in (i); and (iii) the Support Services.
- l. **“Website”** means any websites used by Riipen to provide the Riipen SaaS Services, including: <https://www.riipen.com> and <https://app.riipen.com>.



2. The Services

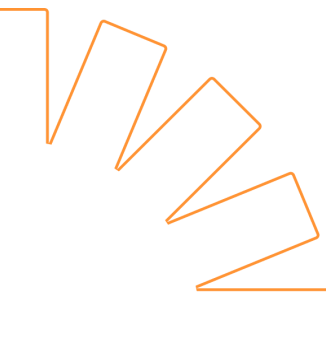
- a. Provisioning of the Services. Subject to Customer's compliance with the terms and conditions of this Addendum and associated Agreement, Riipen will make the Services available to Customer on the terms and conditions set out in this Agreement during the Term.
- b. Restrictions on Use. Customer will not itself and will not permit others to:
 - i. sub-license, sell, rent, lend, lease or distribute the Riipen SaaS Services or any Intellectual Property Rights therein, or otherwise make the Riipen SaaS Services available to the parties other than Permitted Users;
 - ii. use the Riipen SaaS Services to permit timesharing or service bureau use for third parties;
 - iii. use or access the Riipen SaaS Services: (A) that violates any Applicable Laws, or infringes, violates or otherwise misappropriates the Intellectual Property Rights or other rights of any third party (including any moral right, privacy right or right of publicity) or (B) in a manner that threatens the security or functionality of the Riipen SaaS Services or that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
 - iv. use or access the Riipen SaaS Services to create, collect, transmit, store, use or process any Customer Data that Customer does not have the lawful right to create, collect, transmit, store, use or process;
 - v. circumvent the Riipen SaaS Services directly or indirectly by conducting or undertaking any transaction outside of the the Riipen SaaS Services with other users;
 - vi. Modify the Riipen SaaS Services;
 - vii. attempt to reverse engineer, de-compile or disassemble the Riipen SaaS Services;
 - viii. access or use the Riipen SaaS Services for the purpose of building a similar or competitive product or service; or



- ix. perform any vulnerability, penetration or similar testing of the Riipen SaaS Services.
- c. Suspension of Access. Riipen may without limiting any of its other rights or remedies at law or in equity under this Addendum suspend Customer's access to or use of the Services if (A) Customer breaches this Addendum and/or associated Agreement, and such breach remains uncured seven (7) days after Riipen provides Customer with written notice of such breach; (B) for scheduled maintenance; or (C) to address any security or privacy concerns. Any permitted suspension of the Services by Riipen in accordance with this Section 2. will not excuse Customer from any of its obligations to pay Fees to Riipen.
- d. Modifications. Riipen may, from time to time and in its discretion make any Modifications to the Riipen SaaS Services provided the Riipen SaaS Services continue to materially conform to the description set forth in the Agreement.
- e. Subcontracting. Riipen may engage third parties to assist it in providing the Services or any part thereof. Riipen will remain responsible for the performance of the Services by such subcontractors in accordance with this Addendum and associated Agreement.
- f. Terms of Service. Customer understands that all individual users of the Riipen SaaS Services, including Permitted Users, are contractually bound to Riipen's end user Terms of Service, which are available at <https://www.riipen.com/terms>.
- g. Acceptable Use. Customer understands that all individual users of the Riipen SaaS Services, including Permitted Users, are contractually bound to Riipen's Acceptable Use Policy, which is available at <https://www.riipen.com/use>.

3. Ownership; Reservation of Rights

- a. Intellectual Property Ownership. Riipen or its licensors retain all right, title and interest including all Intellectual Property Rights in and to: (i) the Services; (ii) anything used, developed or delivered by or on behalf of Riipen under this Addendum and associated Agreement; and (iii) any Modifications to the foregoing.
- b. Customer Data. Except as expressly set forth in this Addendum, nothing in this Addendum or associated Agreement assigns or grants to Riipen any right, title or



interest including any Intellectual Property Rights in or to Customer Data. Customer grants to Riipen a nonexclusive, worldwide, royalty-free, irrevocable, sublicensable, and fully paid-up right during the Term to access, collect, use, process, store, disclose and transmit Customer Data to: (i) provide the Services; (ii) improve and enhance the Services and its other offerings; and (iii) produce data, information or other materials that are not identified as relating to a particular individual or company (“**Aggregated Data**”). Riipen may use, process, store, disclose and transmit the Aggregated Data for any purpose and without restriction or obligations to Customer.

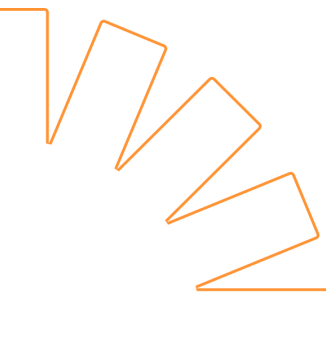
4. Privacy and Data Security

- a. Privacy Policy. Customer understands that Customer Data will be treated in accordance with Riipen’s privacy policy located at <https://www.riipen.com/privacy-policy> (the “**Privacy Policy**”).
- b. Security Policy. Customer understands that Customer Data will be treated in accordance with Riipen’s Security Policy, located at <https://www.riipen.com/security-policy> (the “**Security Policy**”). As outlined in the Security Policy, Riipen agrees to notify Customer promptly in writing upon verification of a security breach of the Services that affects the Customer Data. Riipen will cooperate within reason with any investigation by Customer into any such breach.
- c. Each party will comply with applicable data protection and privacy laws in connection with this Addendum and associated Agreement.

5. Support

Riipen will provide Customer with technical support for the Services (“**Support Services**”): (i) via a dedicated account representative or account team available to Customer and its Permitted Users during normal business hours (PDT), Monday to Friday of each week (excluding statutory and civic holidays observed in Vancouver, British Columbia); and (ii) via the help center located on the Website.

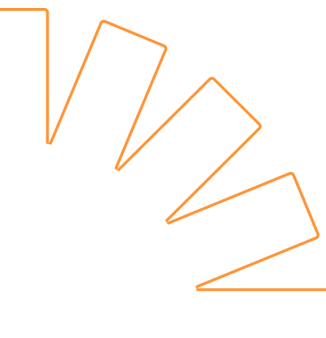
6. Service Levels



- a. Riipen will use commercially reasonable efforts to make the Riipen SaaS Services available as outlined in the Security Policy, excluding downtime or suspension of the Riipen SaaS Services for scheduled maintenance or due to a Force Majeure. If any unscheduled downtime or downtime not due to a Force Majeure prevents Customer's access or use of the Riipen Services (each, a "**Downtime Event**") for more than 48 hours and Customer promptly notifies Riipen of such Downtime Event after learning about it, Customer will be entitled to a prorated refund or credit (in Riipen's discretion) equal to the amount of Fees (if any) that are paid by Customer for the provision of Riipen SaaS Services during the specific dates that the Downtime Event occurs.
- b. Remedies in this Section are Customer's sole remedy for any failure of service levels for the Riipen SaaS Services, and Customer recognizes and agrees that if the Section does not list a remedy for a given failure, it has no remedy. Refunds or credits issued pursuant to this Section apply to outstanding or future invoices only and are forfeit upon termination of this Addendum and associated Agreement. Riipen is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Addendum and associated Agreement.

7. Fees and Payment

- a. Fees. Customer will pay to Riipen the fees described in the associated Agreement (the "**Fees**"). Unless otherwise noted on the Agreement, all Fees are identified in Canadian dollars and are payable upon invoice.
- b. Changes to the Fees. Riipen reserves the right to change the Fees and institute new charges on each anniversary of the Term upon providing not less than 60 days prior notice to Customer.
- a. Invoicing. Customer will be invoiced upon execution of the associated Agreement. All payments are due within thirty (30) days of the date of the invoice unless otherwise expressly stipulated in an invoice.
- c. Disputed Invoices or Charges. If Customer believes Riipen has charged or invoiced Customer incorrectly, Customer must contact Riipen no later than 30 days after having been charged by Riipen or receiving such invoice in which the error or problem appeared in order to request an adjustment or credit. In the

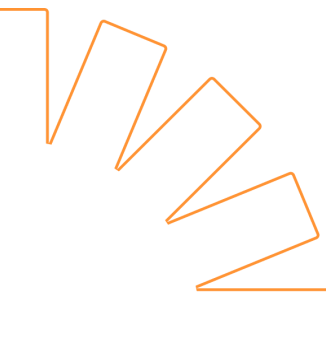


event of a dispute, Customer will pay any undisputed amounts in accordance with the payment terms herein, and the Parties will discuss the disputed amounts in good faith in order to resolve the dispute.

- d. Late Payment. Customer may not withhold or setoff any amounts due under this Addendum and associated Agreement. Riipen reserves the right to suspend Customer's access to the Services until all due amounts are paid in full. Any late payment will be increased by the costs of collection (if any) and will incur interest at the rate of one and a half percent (1.5%) compounded monthly (19.56% annually), or the maximum legal rate (if less), plus all expenses of collection, until fully paid.
- e. Taxes. The Fees set out in the associated Agreement do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes. Customer will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with this Addendum and associated Agreement, other than taxes based on the net income or profits of Riipen.
- f. Use of Third Party Payment Processors. If Customer pays for the Fees using a credit card or other third party payment processor ("Processors"), Customer acknowledges that the Fees do not include any payment processing fees assessed by Riipen's Processors for which Customer will be solely responsible. By using the Services, Customer authorizes Riipen's Processors to deduct and send directly to Riipen any amounts owed to Riipen pursuant to this Addendum and associated Agreement. Processors are not subcontractors or agents of Riipen. Riipen and its Processors are not responsible for the transmission or processing of any payments Customer makes. Customer's use of the payment services provided by Riipen's Processors may be subject to additional terms and conditions made available to Customer by such Processors.

8. Confidential Information

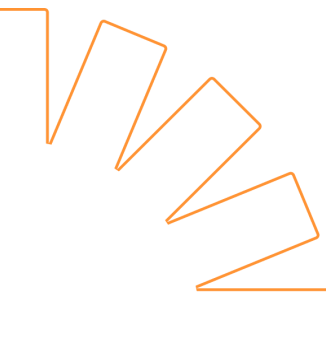
- a. Definitions. For the purposes of this Addendum and associated Agreement, a Party receiving Confidential Information (as defined below) will be the "**Recipient**", the Party disclosing such information will be the "**Discloser**" and "**Confidential Information**" of Discloser means any and all information of



Discloser or any of its service providers, licensors or customers that has or will come into the possession or knowledge of the Recipient in connection with or as a result of entering into this Addendum and associated Agreement, including information concerning the Discloser's past, present or future customers, suppliers, technology or business, and where Discloser is Customer includes Customer Data; provided that Discloser's Confidential Information does not include, except with respect to Personal Information: (i) information already known or independently developed by Recipient without access to Discloser's Confidential Information; (ii) information that is publicly available through no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

- b. Confidentiality Covenants. Recipient hereby agrees that during the Term and at all times thereafter it will not: (i) disclose Confidential Information of the Discloser to any person, except to its own personnel or Affiliates that have a "need to know" for the purposes of receiving or providing the Services and that have entered into written Agreements no less protective of such Confidential Information than this Addendum; (ii) use Confidential Information of the Discloser other than to exercise its rights or perform its obligations under this Addendum; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Each Party will take industry standard precautions to safeguard the other Party's Confidential Information, which will in any event be at least as stringent as the precautions that the Recipient takes to protect its own Confidential Information of a similar type.
- c. Exceptions to Confidentiality. Notwithstanding Section (b), Recipient may disclose Discloser's Confidential Information: (i) to the extent that such disclosure is required by Applicable Laws or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; or (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business.

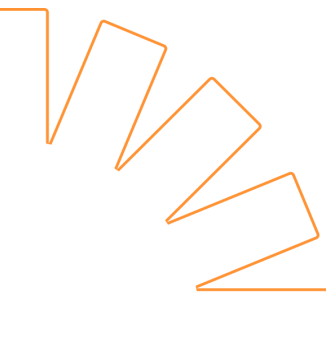
9. Warranty; Disclaimer



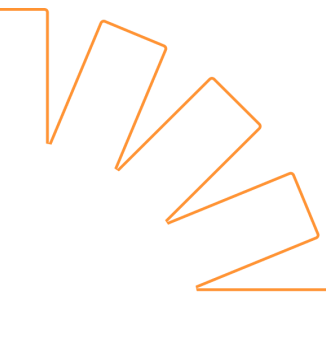
- a. Mutual Representations and Warranties. Each Party represents and warrants to, and covenants with the other Party that: (i) it has full power and all necessary rights to enter into this Addendum and associated Agreement; and (ii) it will carry out its obligations under this Addendum and associated Agreement in compliance with Applicable Laws.
- b. Customer Warranty. Customer represents and warrants to, and covenants with Riipen that the Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures (including to each Permitted User), obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by Applicable Laws, to enable Riipen to provide the Services, including with respect to the collection, storage, access, use, disclosure, processing and transmission of Personal Information, including by or to Riipen and to or from all applicable third parties.
- c. GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM AND ASSOCIATED AGREEMENT, RIIPEN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM AND ASSOCIATED AGREEMENT, THE SERVICES (OR ANY PART THEREOF), AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY RIIPEN TO CUSTOMER ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE EXTENT PERMITTED BY APPLICABLE LAW, RIIPEN HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

10. Indemnities

- a. Riipen Indemnity.



- i. Riipen will indemnify, defend, and hold harmless Customer and its officers, directors, employees, and agents (each, a “**Customer Indemnitee**”) from and against any and all Losses incurred by a Customer Indemnitee arising out of or relating to any claim, action, demand, inquiry, audit, proceeding, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (collectively, an “**Action**”) by a third party (other than an Affiliate of a Customer Indemnitee) that arise from or relate to any allegation that the Services infringe any third-party Intellectual Property Right in Canada. The foregoing obligation does not apply to any Action or Losses arising out of or relating to any: (A) incorporation of any Services into, or any combination, operation, or use of any Services with, any products or services not provided or authorized by Riipen, unless such infringement would also have resulted solely from the use of the Services without their incorporation in, or combination, operation or use, with such other products or services; (B) Modification of any Riipen SaaS Services other than by Riipen or with Riipen’s express written approval; or (C) unauthorized use of the Riipen SaaS Services.
- ii. If the Services are, or in Riipen’s opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer’s use of any Services is enjoined or threatened to be enjoined, Riipen may, at its option and sole cost and expense:
 1. obtain the right for Customer to continue to use the affected Services materially as contemplated by this Addendum and associated Agreement;
 2. Modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing while providing materially equivalent features and functionality, in which case such Modifications or replacements will constitute the Services under this Addendum and associated Agreement; or
- iii. if Riipen determines that neither of the foregoing two options are reasonably available, by written notice to Customer, terminate the

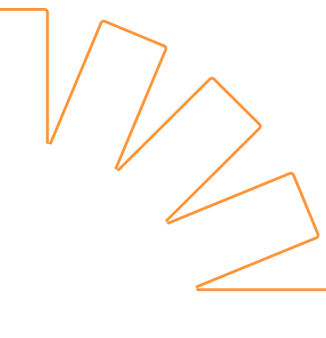


Services, in whole or in part, and require Customer to immediately cease all use of the terminated Services or part or feature thereof and refund any unused prepaid Fees for the terminated Services, if applicable.

- b. Customer Indemnity. Customer will defend, indemnify and hold harmless Riipen, and its officers, directors, employees and agents (each, a “**Riipen Indemnitee**”) from and against any and all Losses incurred by a Riipen Indemnitee arising out of or relating to any Action by a third party (other than an Affiliate of a Riipen Indemnitee) that arise from or relate to: (i) Customer Data; (ii) Customer’s breach of Section 9(b); (iii) Customer’s breach of any representations or warranties made under this Addendum and associated Agreement; or (iv) unauthorized use Services by Customer or any Permitted User.
- c. Indemnification Procedure. Each party will promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to this Section 10. The party seeking indemnification (the “**Indemnitee**”) will cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor will promptly take control of the defense and investigation of such Action and will employ counsel of its choice to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee’s failure to perform any obligations under this Section (c) will not relieve the Indemnitor of its indemnity obligations under this Section 10, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11. Limitation of Liabilities

- a. AMOUNT. EXCEPT AS OTHERWISE PROVIDED IN SECTION (c), TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH OR UNDER THIS ADDENDUM AND ASSOCIATED AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER

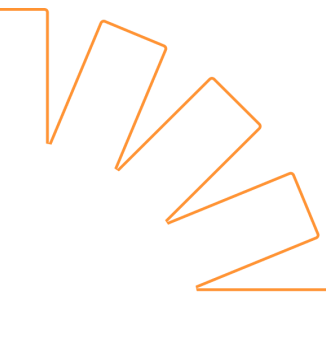


THIS ADDENDUM AND ASSOCIATED AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

- b. TYPE. EXCEPT AS OTHERWISE PROVIDED IN SECTION (c), TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST OR LOSS OF (A) SAVINGS, (B) PROFIT, (C) DATA, (D) USE, OR (E) GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH; OR (VI) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES OR THIS ADDENDUM AND ASSOCIATED AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.
- c. Exceptions. The exclusions and limitations in Sections (a) and (b) do not apply to: (i) either party's obligations under Section 10.; (ii) Losses arising out of or relating to Customer's breach of its obligations under Sections 2(b), 7., or 9(b); or (iii) Losses arising out of or relating to a party's gross negligence or more culpable conduct, including any willful misconduct or intentionally wrongful acts.

12. Term and Termination

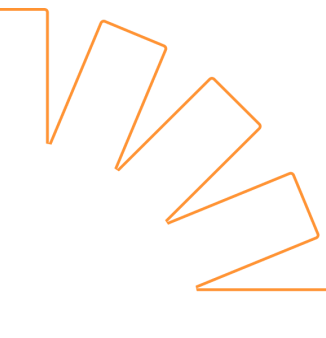
- a. Term. This Addendum will commence on the Effective Date of the associated Agreement and continue to be in effect for the term indicated on the Agreement (the "**Term**").
- b. Termination for Cause. Either party may terminate this Addendum and associated Agreement, effective on written notice to the other party, if the other party breaches this Addendum and/or associated Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.



- c. Effect of Termination. Upon termination or expiration of this Addendum and associated Agreement, Customer will immediately (i) cease accessing or using the Services and (ii) delete or if requested by Riipen return any Riipen property in its possession and certify in writing to Riipen that the Riipen property has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. All Fees due and payable and any amounts due to Riipen are immediately due and are to be immediately paid by Customer to Riipen.
- d. Return of Customer Data. Within thirty (30) calendar days following the termination or expiration of the Addendum and associated Agreement, Riipen will, at Customer's option, return to Customer any Customer Data that remains in the hardware or systems used by Riipen to provide the Services.
- e. Survival. The following Sections, together with any other provision of this Addendum which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Addendum and associated Agreement, will survive expiration or termination of this Addendum and associated Agreement for any reason: Section 7. (Fees and Payment), Section 8. (Confidential Information), Section 9.(c) (Disclaimer), Section 11. (Limitation of Liabilities), Section 12.(c) (Effect of Termination), Section 12.(d) (Return of Customer Data), Section 12.(e) (Survival), and Section 13. (General Provisions).

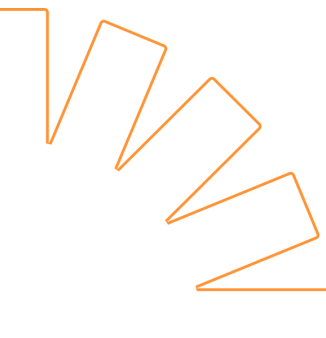
13. General Provisions

- a. Notices. Notices sent to either Party will be effective when delivered in writing and in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices must be sent: (i) if to Riipen, to the following address: 1200 - 555 West Hastings St., Vancouver, BC, V6B 4N6 Attention: Riipen Email: team@riipen.com and (ii) if to Customer, to the current postal or email address that **Riipen** has on file with respect to Customer. **Riipen** may change its contact information by posting the new contact information on the Website or by giving notice thereof to Customer. Customer is



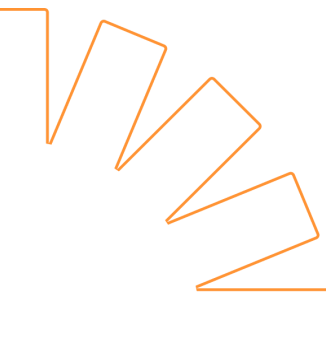
solely responsible for keeping its contact information on file with **Riipen** current at all times during the Term.

- b. Assignment. Either Party may, upon giving written notice to the other Party, assign its rights and obligations under this Addendum and associated Agreement to any of its Affiliates or pursuant to a merger, amalgamation or other corporate reorganization or a sale of substantially all of its assets. Except for such permitted assignment, neither Party may assign this Addendum and associated Agreement without the prior written consent of other Party. This Addendum and associated Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.
- c. Governing Law and Attornment. This Addendum and associated Agreement and any action related thereto will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with this Addendum and associated Agreement in Vancouver, British Columbia, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. Notwithstanding the foregoing, Riipen may: (i) commence lawsuits to collect unpaid Fees from Customer; and (ii) seek injunctive relief with respect to a violation of Riipen's Intellectual Property Rights; in any appropriate jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Addendum and associated Agreement.
- d. Export Restrictions. Customer agrees not to directly or indirectly export or re-export any of the Services without first obtaining all required licenses, permits and permissions required under Applicable Law. Riipen makes no representation or warranty that the Services may be exported without Customer first obtaining appropriate licenses or permits under Applicable Law, or that any such license or permit has been, will be, or can be obtained.
- e. Construction. Except as otherwise provided in this Addendum, the Parties' rights and remedies under this Addendum and associated Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation."



The headings of sections of this Addendum are for reference purposes only and have no substantive effect.

- f. Force Majeure. Neither party will be liable for delays, non performance or underperformance under this Addendum and associated Agreement if that party's performance of obligations under this Addendum and associated Agreement is materially hampered, interrupted, or interfered with; or illegal, impossible, or so difficult or expensive as to be commercially impracticable; or by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, act of terrorism, epidemic, pandemic, public health emergency, or act of God, including inclement weather that requires the closure of or limitation of services on either party's facilities; or by any other unforeseeable event beyond the parties' control; or by the enactment, issuance, or operation of any Applicable Law; or by any local or national emergency ("**Force Majeure**"). This Section does not apply to any of Customer's obligations under Section 7. or Section 10.
- g. Severability. Any provision of this Addendum and associated Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from this Addendum and associated Agreement and all other provisions of this Addendum and associated Agreement will remain in full force and effect.
- h. Waiver. A waiver of any provision of this Addendum and associated Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- i. Customer Lists. Riipen may identify Customer by name and logo as a Riipen customer on the Website and on other promotional materials. Any goodwill arising from the use of Customer's name and logo will inure to the benefit of Customer.
- j. Independent Contractors. Riipen's relationship to Customer is that of an independent contractor, and neither party is an agent or partner of the other. Neither party will have, and neither party will represent to any third party that it has, any authority to act on behalf of the other party.



- k. Entire Agreement. This Addendum and associated Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Addendum and associated Agreement and supersedes all prior or contemporaneous Addendums, representations or other communications between the parties, whether written or oral.
- l. Amendments. No amendment, supplement, modification, waiver, or termination of this Addendum and associated Agreement and, unless otherwise expressly specified in this Addendum and associated Agreement, no consent or approval by any party, will be binding unless executed in writing by the party or parties to be bound thereby.
- m. English Language. It is the express wish of the parties that this Addendum and associated Agreement be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

