

SERVICE SCHEDULE C2 ITSM

This Service Schedule (the “**Schedule**”), between Sherweb Inc. (“**Sherweb**”) also doing business as C2 Innovations and You (“**You, Your**”), is effective immediately. The present Schedule is governed pursuant to and incorporates by reference the terms and conditions of either the Partner Master Service Agreement or the Master Service Agreement, whichever is applicable (each individually referred to as the “**MSA**”), available here: <https://www.sherweb.com/enca/legal/>.

By accepting the MSA, subscribing to or using the Service, You agree to be bound by all of the terms and conditions set out in this Schedule. All capitalized terms in this Schedule shall have the same meaning as set forth in the MSA, unless defined herein. In the event of a conflict or inconsistency between the terms of the MSA and the terms of this Schedule, this Schedule shall supersede and govern.

1. DEFINITIONS. For the purposes of this Schedule, the following definition(s) apply:

“**CPI**” means Consumer Price Index. CPI of Canada, as published by Statistics Canada, applies to all enterprises headquartered in Canada. CPI of the United States, as published by the Bureau of Labor Statistic, applies to all enterprises headquartered in the United States.

“**Order**” means any quote, purchase order or proposal for service accepted by You, including the offering of Services.

“**Professional Services**” means support and assistance services that are not covered by the Subscription Fee. Professional Services may be in addition to other Services and include work performed by Sherweb, including but not limited to (i) advanced configuration assistance; (ii) development services; (iii) process and requirements analysis; (iv) training workshops beyond the onboarding training for any aspect of the Services; and (v) new project implementation.

“**Services**” means the service C2 ITSM, C2 ATOM, C2 MSP and any other services offered from time to time by Sherweb in connection with the C2 ITSM, C2 ATOM and C2 MSP Services to which You have subscribed or which You use in accordance with this Agreement, including any Updates, technical support, modifications or enhancements to the Services, and any related Documentation. Professional Services are excluded.

2. SERVICES

2.1 Subscription. Subject to the terms and conditions of this Schedule, Sherweb shall provide the Services for which an Order has been completed and accepted by the Parties.

2.2 Refusal. Sherweb reserves the right to refuse any additions or to perform any work requested by You, if Sherweb determines in its sole discretion that such request would result in work that exceeds the normal workload associated with similar additions or work.

2.3 Perpetual License. Perpetual licenses related to the Services shall be installed only on Your internal hardware and software. The term “hardware” includes, without limitation, the following hardware: computers, servers, and peripheral devices. Perpetual license Subscription Fees consist solely of Technical Support and Updates.

2.4 Professional Services. Professional Services are available in the form of a bank of hours that can be customized according to the Professional Services requested. These Professional Services will be charged at a minimum increment of 30 minutes. A bank of hours related to Professional Services must be used, in its entirety, within the twelve (12) months of its purchase. At the expiration of this twelve (12) month period, any paid but unused hours in the bank of hours will not be refunded nor postponed.

2.5 Cancellation and Rescheduling Policy for Professional Services meetings.

- A) Cancellations made at least 48 hours before the scheduled meeting will not incur any charges.
- B) Cancellations made between 8 to 48 hours prior to the meeting will incur a charge of 30 minutes, deducted from Your bank of hours.
- C) Cancellations made less than 8 hours before the scheduled meeting will incur a charge of 1 hour, deducted from Your bank of hours.
- D) If You do not show up for a meeting or cancel within 15 minutes of the scheduled time, the full duration of the meeting will be invoiced and deducted from Your bank of hours.

3. PAYMENT

3.1 Subscription Fees and Billing. You are responsible for paying Sherweb all Subscription Fees specified in each Order. As of the Effective Date, the Subscription Fees are billed upfront for the next twelve (12) months and such Fees shall be paid in full in accordance with the terms of the Agreement.

3.2 Professional Services Fees. The fees related to the Professional Services are billed as of the purchase date and shall be paid in full in accordance with the terms of the Agreement.

3.3 Subscription Fee Increases. Notwithstanding anything to the contrary, the Fees applicable to perpetual license Services will be indexed annually on the Effective Date of the Agreement to the greater of: (i) three percent (3%); or (ii) the most recent percentage of the average annual CPI.

In addition, Sherweb reserves the right to increase the Fees applicable to the Services upon thirty (30) days prior written notice. Any such increase in Fees will be effective upon renewal of Your Subscription or immediately for any new Subscription. Your continued use of the Services after the effective date of such increase constitutes Your acceptance of such Fee increase. If You do not agree with this increase in Fees, You may terminate the affected Services immediately by providing written notice to Sherweb, subject, however, that such notice of termination is received within thirty (30) days of any Renewal Term and that You consider such notification to be a termination for convenience, by You, for purposes of the Agreement.

3.4 Method of Payment. Unless otherwise agreed by the Parties, the Subscription Fees must be paid by bank transfer or check within thirty (30) days of the date of receipt of each invoice. If You are in default of payment of the Subscription Fees, Sherweb may, at its sole discretion, upon written notice, either (i) immediately suspend Your access to the Services; or (ii) terminate the Agreement.

4. TERM

4.1 Initial Term. This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of twelve (12) months, twenty-four (24) months or thirty-six (36) months, as agreed by the Parties (“**Initial Term**”), unless either Party terminates the Agreement in accordance with the terms hereof.

4.2 Renewal. Upon expiration of the Initial Term, Your Subscription to the Services will automatically renew for a period of twelve (12) months, (each a “**Renewal Period**”), unless You notify Sherweb of Your intention not to renew Your Subscription to the Services at least sixty (60) days prior to the end of the Initial Term or any of the Renewal Terms.

4.3 Termination for Convenience. If You terminate the Agreement for convenience during the Subscription Term, You must notify Sherweb in writing of such termination. For any termination in accordance with this section 4.3, You will not receive a refund of the Professional Services Fee. Additionally, You will be required to pay all of the following fees:

- i. a lump sum equal to fifty percent (50%) of the Subscription Fee for the remaining Term; and
- ii. any amount related to discounts or rebates granted by Sherweb on Your Subscription during the Term.

You acknowledge and agree that Sherweb shall be entitled to receive such amount to compensate for damages resulting from the termination for convenience and not as a penalty.

4.4 Effect of Termination. Notwithstanding what is expressly provided for in the Agreement, Sherweb will retain Your Service Data for a period of thirty (30) days following the termination date of the Agreement, after which period Sherweb will have no obligation to retain Your Service Data and may permanently delete it.

5. TECHNICAL SUPPORT AND UPDATES

5.1 Technical Support. Sherweb will provide Technical Support for the Services twenty-four (24) hours a day, seven (7) days a week in accordance with the terms and conditions set forth in this section. Unless otherwise agreed upon in writing by the Parties, You may designate up to four (4) Authorized Users to contact Sherweb for Technical Support. Authorized Users will need to send a request to Sherweb either by creating a ticket in the Customer Portal, by phone, by email or by chat. Based on the description You provide, any Technical Support request sent to Sherweb will be categorized according to four (4) levels of severity, as identified in Table A attached to this Schedule as an integral part hereof. Sherweb will use commercially reasonable efforts to meet the applicable support

and restoration time targets for the Services as set forth in Table A. Sherweb makes no warranty with respect to the Services' restoration time target.

5.2 Error Correction. Sherweb's sole responsibility with respect to any reported Error is to use commercially reasonable efforts to correct it. If the Error requires work beyond the scope of normal Technical Support, if the Error is caused by or results from Your environment, or if You have modified the architecture related to the Services without Sherweb's prior authorization, then additional work performed by Sherweb due to any of the above reasons will be considered as Professional Services that Sherweb may charge to You and for which You will be required to pay in accordance with the terms of the Agreement. Similarly, if Your refusal to cooperate or inaction exacerbates the Error or otherwise impacts the Services in a way that requires additional correction, the cost of such corrections will be charged to You by Sherweb as Professional Services.

5.3 Updates and New Versions. Sherweb reserves the right to modify or Update any equipment or software it uses to provide the Services. Sherweb will install Minor Updates or Major Updates (collectively, "**Updates**"), as determined by Sherweb, in its sole discretion, and reserves the right to cancel any Update without obligation. Prior to any Update, Sherweb will notify You and will make the Update available in the pre-production environment for a defined period of time to allow You to detect any possible incompatibilities with Your environment.

A) In the case of a Minor Update, the prior notice will be two (2) business days and will be communicated through a banner in C2. The Minor Update will be available in the pre-production environment for a maximum of two (2) business days. A Minor Update includes, but is not limited to, component updates, fixed bugs and security updates.

B) In the case of a Major Update, the prior notice will be thirty (30) days and will be communicated by means of a banner in C2 and by email. The Major Update will be available in the pre-production environment for thirty (30) days. A Major Update includes, but is not limited to, additions of new features, modifications or enhancements to existing features, cosmetic changes, changes that impact the behaviors of existing features or the results of those features, or changes to the End User experience or workflow.

5.3.1 Perpetual License Updates. If You are using a perpetual license of the Services, You are solely responsible for installing Updates. Sherweb reserves the right to refuse to provide You with Technical Support in the event that the version of the software You are using to provide the Services is older than the second latest version available.

5.4 Maintenance. Sherweb may from time to time perform scheduled maintenance on both its network infrastructure and servers that may interrupt or otherwise impact the Services. Planned maintenance will be performed outside of peak hours, Eastern Standard Time, and Sherweb will use commercially reasonable efforts to notify You at least forty-eight (48) hours prior to the initiation of such maintenance. Sherweb may also perform emergency maintenance, which may be required without notice; in the event of emergency maintenance, Sherweb will use commercially reasonable efforts to notify You as soon as possible and to perform the work in a manner that will not unduly interrupt the Services. It is Your responsibility to understand these notices and to take steps to minimize the impact of the maintenance work on Your organization.

6. **Service Availability Guarantee and Service Credits.** Sherweb will use commercially reasonable efforts to achieve a 99.9% Service Availability Warranty level for the Services. Any request for Service Credits must be submitted in writing and will be processed in accordance with the terms of the Agreement.
7. **Precedence.** In the event of any discrepancy between the documents forming the Agreement, the following order of precedence shall apply: (i) an amendment (ii) the Schedule (iii) the MSA (iv) any other documents, offers of services, statements of work or Orders, providing they are duly approved by the Parties.

TABLE A

Severity Level of the Error	Definition of the Error priority	Example	Objective of delay to take charge	Service Restoration Target
Severity Level 1	Urgent: This is the most serious type of Error. It can be a global interruption, a critical failure in operational activities or an instance where there are no alternatives.	Service outage	30 minutes	4 hours
Severity Level 2	High: This is the second most serious type of Error. A problem of this severity has significant implications. It may be an application that is non-functional or significantly degraded; there is a shortterm alternative solution.	Reduced Service usability (ex. Data accessing issues)	60 minutes	24 hours
Severity Level 3	Medium: This Error limits the functionality or usefulness of the application, but the situation is not critical and does not prevent continued operation of the Service. An alternative solution is readily available and can be applied or used with little or no operational impact.	Inconvenient alternative, but functional Service	60 minutes on business days, Monday to Friday between 8:00 a.m. and 6:00 p.m. (Eastern Standard Time), except on statutory holidays in the province of Quebec.	72 hours
Severity Level 4	Low: The least severe type of Error. It is a minimal problem resulting from an unsatisfactory or failed component or function. The problem can be bypassed without operational impact and without affecting data integrity. Deferred maintenance of a low severity level Error is acceptable.	Minimal to no impact. Can be addressed by the next patch	2 business days, Monday to Friday between 8:00 a.m. and 6:00 p.m. (Eastern Standard Time), excluding statutory holidays in the province of Quebec.	10 days