

Integration with Unify's Software and Services Agreement

This Exhibits document is incorporated by reference into, and forms an integral part of, the Software and Services Agreement (the "Agreement") entered into between the Customer and the Service Provider. The terms and conditions set forth in these Exhibits are binding and shall have the same force and effect as if included in the main body of the Agreement. In the event of any conflict between the terms of this Exhibits document and the main Agreement, the terms of the Agreement shall prevail, unless expressly stated otherwise in a specific Exhibit.

Exhibit A: Software Service Level Agreement

1. Service Levels. The Purpose of this Service Level Agreement (the "SLA") is to identify and define the characteristics and levels of performance and availability that Unify will provide and Customer will receive from the Software and the Unify System pursuant to the Agreement to which the SLA is attached. Unless otherwise indicated, the capitalized terms used in the SLA have the same meanings as they do in the Agreement.

2. Access & Connectivity. The Provider will host the Unify LIV Web Portal, the Software and the Customer Data on the Unify System and, in accordance with this Agreement, Customer will have access thereto via the world-wide web, using a web browser application such as Internet Explorer. The Provider shall be solely responsible for maintaining connectivity between the Provider System and Internet service provider. The Provider shall have no responsibility whatsoever for ensuring the connectivity between such Internet service provider and Customer.

3. Capacity Planning. The Provider will review System capacity and Customer needs on a regular basis or as requested by Customer, without cost to Customer, and where deemed necessary by the Provider or Customer in its reasonable discretion, the Provider will scale the System hardware and server infrastructure to accommodate increasing demand and maintain desired service levels.

4. Availability

The availability of Unify LIV (including the Web Admin Site and the Mobile App) will be 99.5% per calendar month. Availability will be calculated as follows:

Availability = $100 - (100 \times \text{Total Downtime} / \text{Total Possible Uptime})$, where Total Downtime refers to the sum of all minutes of system downtime in a given month, and Total Possible Uptime refers to the total minutes in the given month, excluding downtime caused by:

- (a) Scheduled Maintenance,
- (b) General Internet Failures,
- (c) Force Majeure events, or
- (d) Component, software, or hardware failures not within the Provider's control.

The Provider will provide a monthly report of Availability to the Customer within 10 days following the end of each month. If the Provider fails to meet the Availability target for any

given month, the Provider will credit the Customer an amount equal to 5% of the regularly billed fees for that month.

If the Provider fails to meet the Availability target for two consecutive months or three times in any 12-month period, the Customer may request that the Provider resolve the issue within 30 days. If unresolved, the Customer may terminate this Agreement without further obligation or liability. If the Availability is below 85% in any given month, the Customer may terminate this Agreement immediately.

5. Scheduled Maintenance. The Provider will have the right, up to twice per month (not to exceed 10 hours per month) during the Term, to render the System inaccessible to perform Scheduled Maintenance, including updates, upgrades, and performance enhancements. Scheduled Maintenance is excluded from System Downtime calculations. Maintenance windows will be communicated at least 48 hours in advance, and will typically occur during off-peak hours. Standard Scheduled Maintenance windows will occur between 12:01 am and 7:00 am Thursdays, Eastern time, and on Sundays. As well, nightly backups will occur at 2:00 AM. The Provider also reserves the right to change Scheduled maintenance by providing Customer with 48 hours prior notice in a reasonable method elected by the Provider. The Provider shall use commercially reasonable efforts to minimize the System Downtime even during Scheduled Maintenance activities.

6. Unscheduled Maintenance. Subject to Section 7, the Provider will also have the right at any time to render the System inaccessible to Customer in order to provide any emergency maintenance, repairs, upgrades or other services to the System deemed necessary by the Provider, in its discretion ("Unscheduled Maintenance"). The Provider will provide Customer with notice of Unscheduled Maintenance as soon as possible by a reasonable method elected by the Provider.

7. System Downtime. "System Downtime" refers to the unavailability of the System to Authorized Users resulting solely from unplanned component, software, or hardware failures, excluding Scheduled Maintenance, general Internet failures, Force Majeure events, or failures outside the Provider's control.

8. Unrelated Problems. The Provider will cooperate with third parties and Customer's technical support personnel at their request in good faith, in an effort to resolve problems with communications, networks, hardware and software unrelated to the System that impact on the availability thereof to Customer, provided that the Provider will have no responsibility for such problems.

9. Customer Obligations. General Customer obligations are set out in Schedule "I". Customer obligations specific to individual Services and Software are set out in Schedule "A".

10. Continuity. The Provider will perform the following, at its own expense:

(a) The Provider will use commercially reasonable efforts to ensure continued availability in the event that the System or any material part or parts thereof becomes unavailable or inaccessible to Customer.

(b) System Redundancy. The Provider will have available the following redundant

infrastructure: (i) Redundant Internet connectivity through physically diverse connections, (ii) Redundant servers for immediate switch-over to back up in event of server or component failure.

(c) Back-up; Offsite Storage. On a daily basis throughout the Term, the Provider will create backup copies of the Customer Data stored in the System. On a weekly basis, the Provider will create a backup copy of the Customer Data stored in the System, and securely store such copies in a separate data facility. All copies of daily backups shall be retained by the Provider for at least two (2) weeks and monthly backups to be retained for at least one (1) year following the creation of those backup copies.

(d) Other Means. If deemed necessary by the Provider or Customer, the Provider will use other commercially reasonable efforts to permit Customer to access the Software and the Customer Data by using or engaging hardware, software, and facilities functionally-equivalent to the Unify System from a substitute supplier.

13. Security. The Provider will establish industry standard security features for regulating access to the non-public Unify LIV Web Portal, including the Software and the Customer Data, and shall provide documentation of such security features to Customer so that Customer can cooperate with the Provider in the implementation of security protocols and procedures.

14. Software Support. Support Services in connection with the Software in Exhibit "D" of the Agreement.

Exhibit B: Support Services & Hosting Services

A. SUPPORT SERVICES

1.0 Standard Support

1.1 Services Included. From and after the Agreement Effective Date, the Provider will provide the following Standard Support Services to Customer with respect to the Software in the manner set forth herein:

- (a) Telephone & Online Support, including:
 - (i) identification and resolution of errors, failures, and malfunctions of the Software;
 - (ii) explanation of functions and features of the Software;
 - (iii) clarification of Documentation relating to the Software;
 - (iv) guidance in the operation of the Software;
 - (v) consultation on data processing problems in connection with the Software;
- (b) Problem and error correction, including repairs, corrections, and bug fixes, reasonably necessary to correct problems, errors, failures and malfunctions of the System of which the Provider becomes aware in order to make such System function in accordance with the Specifications and the Service Level Agreement, and such other Bug Fixes (as defined in Section 1.1 of the Agreement).

The term "Specifications" is defined as the documented performance standards and expected functionalities of the Software and Services as outlined in the Order form.

1.2 Support Availability. Support will be provided on an as-required basis, Monday through Friday during the office hour (9am to 5pm local business time). All inquiries should be addressed to support@livwith.com

1.3 Service Hours: The Provider Help Desk will be available to receive phone calls and/or emails from the Customer between the hours of 9:00 a.m. and 5:00 p.m local business time ("Service Hours"). The Provider shall provide upon request by Customer a price quotation for extending the Service Hours.

1.4 Service Desk Response during Service Hours

For all Customer emails received during Service Hours, the Provider's Customer Service Representative will:

- (a) Assign a priority code (as described in Section 1.6) to the ticket;
- (b) Provide a good faith estimate for the time required for resolution, having regard to the nature of the question or problem and the priority code assigned to it; and

(c) Attend each service request in the order of the priority codes and date of receipt of the call.

1.5 Support after Service Hours

The Maintenance and Support Services do not include support outside Service Hours for priority 2 and 3 service requests. Service fees in respect of support outside Service Hours for priority 2 and 3 service requests are in addition to the Maintenance and Support fees. Support outside Service Hours shall be invoiced to Customer at the end of each month in which such services are rendered to Customer at Provider's premium time and support rates for such services. Such support may be subject to a minimum charge of 1 hour per occurrence. Any Support outside Service Hours for priority 2 and 3 service requests, shall be approved by the Customer in writing prior to being initiated.

1.6 Definitions and Priority Codes

- (a) "Priority 1" means a problem in the Software that disables the functionality of the Software for a Licensed User.
- (b) "Priority 2" means a problem in the Software that has a serious adverse impact on the functionality of the Software.
- (c) "Priority 3" means a problem that is not a Priority 1 or Priority 2 problem, and that has a material effect on the functionality of the Software.

1.7 The Provider will respond to each service call as follows in accordance with the corresponding priority codes.

(a) Priority 1: Provider will assign an incident manager and respond to Customer within 120 minutes, and use its commercially reasonable efforts, working diligently, to repair the error, defect or problem within two hours from receipt of the service call. If such error, defect or problem is not resolved within 24 hours of receipt, Provider qualified staff will work with Customer personnel continuously, either virtually, at Provider's location, or, at Customer's request, at any Customer location.

(b) Priority 2: Provider will assign an incident manager and respond to Customer within 12 hours, and use its commercially reasonable efforts, working diligently during 16 to 24 Service Hours, to repair the error, defect or problem.

(c) Priority 3: Provider will respond to Customer within twenty-four hours and use its commercially reasonable efforts to repair the error, defect or problem within 72 hours.

The level of service and order of priority shall be determined by the priority codes assigned by the Provider acting reasonably. If the Provider receives an email for a lower priority service request, service for such items will be scheduled after all higher priority service tickets have been addressed.

1.8 Customer's Obligations. Customer will provide the Provider with all available information concerning a request for Support Services and the related circumstances.

1.9 Response Times. Provider will make best efforts to respond to Customer requests for Support in a timely manner as per section 1.7.

2.0 Special Support

2.1 At Customer's request, the Provider will provide special Support Services with respect to the Software, for special Support Fees to be agreed upon. The special Support Services provided by Unify to Customer will be determined by the parties on a 'per request' basis.

B. HOSTING SERVICES

1.1 For the Term of the Agreement, the Provider agrees to provide Customer with the following Hosting Services:

(a) Provider shall host the Software and the Customer Data on the Provider System to permit Authorized Users to access and use the Software through the Internet, and host and make available the Unify LIV Web Portal for the purpose of such access and use, and provide the foregoing in conformance with the Specifications and the Service Level Agreement.

(b) Provider shall host the Software, the Customer Data and the Provider System on secure servers appropriately configured to host and operate the Software and process the Customer Data in accordance with the Specifications and the Service Level Agreement.

(c) Provider shall host, store and process the Customer Data in connection with Authorized Users' use of the Software in accordance with the Specifications and perform all necessary database management and administration in connection with the foregoing; and

(d) Provider shall maintain all necessary data center local area network connectivity and network connectivity between the Provider System and the Internet through to Provider's Internet service provider;

(f) Provider shall, at its own cost and expense, acquire, license, and maintain all related application and system servers, routers, firewalls, system software and other equipment, firmware and software necessary for the foregoing; and

(g) Provider shall be responsible for the following, without limiting its obligations under, and as may be further described in, this Section or elsewhere in the Agreement or its Schedules:

- Application servers/routers/firewalls;
- Technical Unify System Support Services
- Data protection and security
- Database administration
- Internet connectivity (for Unify System servers)
- Unify System redundancy and backups
- Nightly Unify System backups
- 24x7 application monitoring to ensure proper operation of the Provider System and the Software.

2.2 Provider shall be responsible for the overall maintenance of the Provider System, which shall be provided in order to achieve the service levels set out in Exhibit A.

Exhibit C: Training and Implementation Services

It is generally anticipated that use of the Software will require minimal Training Services.

Software Documentation will be provided to all Authorized Users and the Provider's staff will be available to answer any questions. Online Help Center will be available to streamline education of new users.

Provider will work in good faith with Customer to achieve successful implementation and Software roll out at new sites, and the introduction of any new modules at all sites.

Training with respect to use of the Software shall be provided to the Customer via a virtual meeting or pre-recorded sessions. At Customer's request, training can be delivered in person sessions.

Refer to [Unify LIV's Activation and Onboarding policy](#) for a detailed guide and steps of platform activation and onboarding activities involved.

Exhibit D: End-User License Agreement (EULA)

This End-User License Agreement ("EULA") forms an integral part of the Software as a Service (SaaS) Agreement entered into between Creative Cloud Consulting Inc. ("Provider") and the Customer. It governs the use of the Unify LIV platform, including the web portal, mobile application, and related services ("Platform"). All capitalized terms used but not defined in this EULA shall have the meanings assigned in the Agreement.

1. Purpose and Scope

This EULA sets forth the terms and conditions governing the access and use of the Platform by Users. It is designed to ensure responsible, secure, and lawful use while protecting the interests of all parties involved.

2. User Responsibilities

Users must:

- Comply with all applicable local, provincial, national, and international laws.
- Maintain the confidentiality of login credentials and are responsible for all actions taken under their accounts.
- Use the Platform solely for purposes authorized by the Customer and consistent with this Agreement.

3. Prohibited Activities

Users may not:

- Use the Platform to infringe upon any third party's legal rights.
- Upload, share, or distribute viruses, malware, or malicious content.
- Attempt unauthorized access to any systems, networks, or data.
- Engage in harassment, abuse, defamation, or threats against others.
- Distribute spam or unsolicited promotional materials.
- Reverse engineer, decompile, or attempt to extract source code.
- Use automated tools such as bots or scrapers to interact with the Platform.
- Circumvent any security or access control features.
- Transmit or upload content that is unlawful, obscene, offensive, or discriminatory.

4. User-Generated Content

Users are solely responsible for the content they submit through the Platform. All content must:

- Respect intellectual property and privacy rights of others.
- Exclude any confidential third-party information without proper consent.
- Be lawful, accurate, and respectful.

5. Enforcement and Remedies

The Provider reserves the right to:

- Investigate suspected violations of this EULA.
- Suspend or terminate access for breaches without prior notice.
- Involve law enforcement authorities where required.
- Pursue legal or equitable remedies for any breach.

6. Modifications

The Provider may modify this EULA from time to time. Continued use of the Platform after changes are made constitutes acceptance of the revised terms.

7. Contact Information

For questions about this EULA, please contact:

support@livwith.com