



Terms and Conditions

Please read this carefully.

This Agreement is by and between Ample Organics Inc. ("**Ample**") and "**Customer**" (namely the customer identified in the Acceptance of this Proposal on page 14 applicable to the use of the ERP Platform and services described herein). Customer agrees that this Agreement is like any written negotiated agreement signed by Customer, and Customer agrees to be bound by, and fully comply with, its terms. Capitalized terms not defined in this ERP Platform License will have the meanings set forth in the Acceptance of this Proposal, and vice-versa.

1. DEFINED TERMS

"**Ample Content**" means all items supplied by Customer or its Authorized Users for inclusion in, use in association with, or uploading to the ERP Platform, including program, data, or other software files, regardless of format.

"**Authorized Users**" means Customer's Personnel authorized to use the ERP Platform, from time to time, during the Term.
"**Business Day**" means every day other than Saturday, Sundays, and statutory or civic holidays observed in the Province of Ontario.

"**Confidential Information**" means all information disclosed to a party or its Personnel or other representatives by, or on behalf of, the other party about the disclosing party's business or activities that is confidential to the disclosing party and which shall include all information relating to the ERP Platform (such information shall be deemed to be Ample's Confidential Information) or any of the activities to be performed hereunder and all information which, by the nature of the circumstances surrounding the disclosure, ought to be treated as confidential; provided that specific information shall not be considered Confidential Information of a party if it can be shown from documented records that such specific information: (i) was known to the recipient (prior to its disclosure by the disclosing party) directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independent of disclosure by the disclosing party) to the recipient directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) is, or becomes, publicly known or otherwise ceases to be confidential, except through a breach of this Agreement by the recipient, or (iv) was independently developed by the recipient without use of any of the Confidential Information of the disclosing party.

"**Documentation**" means documentation and other related materials, or any portion thereof, regardless of its form or medium, pertaining to the ERP Platform provided or made available by Ample to Customer in conjunction with this Agreement, and shall include any abridgement or condensed form of such documentation, and any other work derived therefrom.

"**ERP Platform**" means Ample's proprietary software-as-a-service platform known as the "Ample Organics ERP", along with any upgrade, fix, patch, amendment, change, alteration, modification, or other improvement thereto, made available by Ample to Customer or its Authorized Users under this Agreement.

"**Hardware**" means the equipment, computers, and software needed to use or otherwise access the ERP Platform.

"**Personal Information**" means any information about an identifiable individual but does not include business contact information (such as, an individual's name, title, business address, business phone and fax number) when such information is collected, used or disclosed for the purpose of contacting such individual in their capacity as a director, officer, employee or other representative of an organization.

"Personnel" means a party's directors, officers, employees, consultants, contractors, agents, and representatives.

"Proposal Acceptance" means the fees, terms, and conditions agreed upon by both parties as stated on the Acceptance of this Proposal section on Page 14.

"Regulations" means Canada's *Access to Cannabis for Medical Purposes Regulations*.

"Third Party Licensed Software" means the third party software that is incorporated into the ERP Platform and is subject to additional license terms as further described in Exhibit A to this Agreement.

"Third Party Related Software" means the third party software that the ERP Platform is designed to interface, or operate in conjunction, with and which is further described in Exhibit B to this Agreement.

2. LICENSE

- 2.1 Subject to the terms and conditions of this Agreement, including the limits set forth in the Proposal Acceptance, Ample hereby grants, and Customer hereby accepts, a non-exclusive, revocable, non-assignable (save and except in accordance with the provisions herein) license to: (i) use the ERP Platform to facilitate Customer's compliance with certain aspects of the Regulations during the Term; and (ii) use the Documentation in connection with, and during Customer's authorized use of the ERP Platform.
- 2.2 Customer may (subject to, and only to the extent of, the license rights granted to Customer in Section 2.1 above) permit its Authorized Users to use the ERP Platform for such purpose. Customer shall be fully responsible for its Authorized Users' compliance with this Agreement in such use.
- 2.3 Customer may provide access to, or copies of, the Documentation to its Authorized Users as necessary for, and in conjunction with, Customer's authorized use of the ERP Platform, and may abridge or condense the Documentation in connection therewith, provided that the copyright to any derivative work shall belong to Ample and Customer shall reproduce with such copy or work any trade-marks, copyright and other notices, or any other indicia of ownership contained in or associated with the Documentation.
- 2.4 Customer acknowledges that the license to use the ERP Platform granted herein does not entitle Customer to gain access to the source code to the ERP Platform or modify or adapt the ERP Platform other than as expressly permitted herein. This Agreement does not convey to Customer any interest in or to the ERP Platform or the Documentation, except for a limited right to use same, revocable in accordance with the terms of this Agreement.
- 2.5 Customer shall not sublicense, lend or lease the ERP Platform or Documentation, or otherwise make the ERP Platform or Documentation available, to any third party. Customer shall not permit the ERP Platform or Documentation to be subject to any timesharing, service bureau, subscription service or rental activities.
- 2.6 Customer acknowledges and agrees that: (i) certain third party software is incorporated into the ERP Platform; (ii) the Third Party Licensed Software is licensed to Customer as part of the ERP Platform; (iii) the license granted under Section 2.1 is subject to additional terms and conditions as more particularly set out in Exhibit A; and (iv) this Agreement does not grant Customer the right to use such third party software in any manner other than in connection with Customer's authorized use of the ERP Platform in the manner provided herein and in compliance with the applicable additional terms and conditions set out in Exhibit A.

3. TITLE

- 3.1 The ERP Platform is licensed and not sold to Customer. For the avoidance of doubt, Customer agrees that title to and ownership of the ERP Platform (including all source code) and Documentation and any modifications made thereto and all intellectual property rights therein shall at all times remain with Ample and/or its suppliers. Ample reserves all rights to the ERP Platform and Documentation that are not expressly granted in this Agreement.
- 3.2 Ample agrees that title to and ownership of the Ample Content and all intellectual property rights therein shall belong to Customer. Customer agrees that Ample may use the Ample Content for the purposes of improving the ERP Platform and other Ample's other service offerings.

4. ACCESS TO THE ERP PLATFORM

- 4.1 Ample shall deliver to Customer, as electronic files only, one copy of the ERP Platform to each Customer site suitable for installation and shall deliver to Customer the applicable installation codes and keys. Ample shall also deliver to Customer one electronic copy of the Documentation to each customer site or, at Ample's sole option, make the Documentation available over the Internet.
- 4.2 Ample has designed the ERP Platform to prevent unlicensed use of the ERP Platform. Customer agrees that Ample may do so. In particular, use of the ERP Platform requires that Customer activate each instance of the ERP Platform in the manner described during its installation process. During such activation, Ample may collect certain technical information from Customer's computer systems concerning the computer or network upon which the ERP Platform is being installed. The

Customer agrees that Ample may do so. The Customer may be required to reactivate the ERP Platform, or any particular installation thereof, if Customer modifies its computer hardware, the ERP Platform, or the Third Party Related Software.

- 4.3 Ample shall not, unless otherwise agreed to by the parties in a separate professional services agreement, be responsible for the installation, support or maintenance of the ERP Platform or the Documentation.
- 4.4 Customer acknowledges that the ERP Platform operates in, connects to and interfaces with Third Party Related Software, that Customer is responsible for obtaining, installing, supporting and maintaining such Third Party Related Software, and that Ample shall not, unless otherwise agreed to by the parties, be responsible for obtaining, installing, supporting or maintaining any Third Party Related Software.
- 4.5 Customer acknowledges that to access or otherwise use some of the functionality of the ERP Platform, Customer will be required to access the Internet. Customer and its Authorized Users are responsible for obtaining their own access to the Internet.
- 4.6 Ample agrees to implement generally accepted industry standard protocols to seek to secure any information shared or communicated between Customer, its Authorized Users and Ample, through the ERP Platform.
- 4.7 Customer shall be permitted to provide to the Authorized Users the access codes and passwords provided to it by Ample in order for said Authorized Users to access, utilize or otherwise employ the ERP Platform (the "Access Codes"). All such Access Codes, including those selected by and used by Customer and its Authorized Users, are to be kept secret and confidential. Customer shall not, and shall cause its Authorized Users to not, disclose the Access Codes to any other party without the express written permission of Ample. Customer acknowledges and agrees that Customer is solely responsible for the issuance of Access Codes and that Ample will only issue Access Codes to its Authorized Users on Customer's instruction and as Customer's agent.
- 4.8 Customer acknowledges and agrees that it shall be responsible for each and every access, use or employment of the ERP Platform that occurs in conjunction with all Access Codes, and that Ample is authorized to accept the Access Codes as conclusive evidence that Customer, or its Authorized Users, as the case may be, have accessed, utilized, or otherwise employed the ERP Platform.
- 4.9 Customer agrees that it will not attempt to, nor permit its Authorized Users to, enter restricted areas of Ample's computer systems or perform functions that Customer is not authorized to perform pursuant to this Agreement. Ample may, without notice, temporarily suspend Customer's, or any of its Authorized Users, or any other party's access to the ERP Platform or Documentation, (including, without limitation, any specific areas hosted within the ERP Platform) by deactivating any Access Codes or links to the Internet if Ample reasonably suspects that Customer, or any of its Authorized Users, or any other parties are obtaining unauthorized access to Ample's other systems or information, or are using otherwise valid Access Codes in any other unauthorized manner. These suspensions will be for such periods of time as Ample, at its sole discretion, may reasonably determine is necessary to permit the thorough investigation of such suspended activity. Notwithstanding any other provision in this Agreement, Ample may terminate this Agreement, or any portion of the licenses granted herein, immediately, without notice, if it is determined that Customer or its Authorized Users have undertaken such unauthorized activity.
- 4.10 Customer may not create derivatives, modify, decompile or reverse engineer the ERP Platform, or do anything that will reveal or generate the source code of the ERP Platform. Any such act will be a violation of the rights, title and interests of Ample.
- 4.11 Customer acknowledges that the ERP Platform operates in, connects to and interfaces with the Hardware, and that Customer is solely responsible for: (i) obtaining, installing, supporting, maintaining, and updating the Hardware; and (ii) ensuring that all such Hardware meets the minimum system requirements outlined in Exhibit B.

5. TRAINING AND TECHNICAL SUPPORT

- 5.1 Unless Customer and Ample enter into a separate agreement, Ample will not provide any training or on-site support to Customer relating to the ERP Platform.
- 5.2 Ample may, from time to time, provide Customer access to upgrades, fixes, patches, amendments, changes, alterations, modifications, or other improvements to the ERP Platform, but solely to the extent that Ample generally makes such upgrades, fixes, patches, amendments, changes, alterations, modifications, or other improvements available to its other customers without a separate charge. Such standard maintenance will be scheduled by Ample to provide ample time to maintain and update the ERP Platform when necessary as Ample may consider appropriate in its sole discretion from time to time ("Standard Maintenance"). During Standard Maintenance, the ERP Platform will generally continue to be available to Customer; however, changes may require server shutdowns or restarts. Ample will provide Customer five (5) calendar days email notice prior to shut down or system restarts in order to facilitate planning. Using commercially reasonable efforts, Ample will endeavour to schedule Standard Maintenance outside of regular business hours (outside of 8:00 AM – 9:00 PM (EST)), and where possible will endeavour to schedule Standard Maintenance between the hours of 11:00 PM – 6 AM (EST). Emergency maintenance to respond to errors or circumstances that materially impact functionality or availability of the ERP Platform ("Emergency Maintenance"), because of its unscheduled nature, shall not require any advance notice to Customer.
- 5.3 Subject to Customer being current in payment of fees due to Ample, Ample will provide technical support and troubleshooting assistance via Ample's designated help desk (the "Help Desk") during Business Days from 10:00 AM to 6:00

PM (EST) (the "**Coverage Period**"). The Help Desk will be reachable during the Coverage Period by: (a) telephone at **(866) 691-8407**; or (b) e-mail **support@ampleorganics.com** (collectively, the "**Platform Support Services**"). E-mail support response will generally be on a next day basis. Remote diagnostic technical assistance may be utilized to resolve Software functional problems and user problems.

5.4 Subject to the terms hereof, Ample will endeavour to make the ERP Platform available from to Customer **ninety-eight (98%) percent** of the time per one year period, with the following exceptions: (a) downtime of approximately **five (5) hours** per month, during which the ERP Platform will not be available to Customer or its Authorized Users ("**Downtime**"); and (b) those hours involving Standard Maintenance, Emergency Maintenance or any interruption due to causes beyond the control of Ample.

6. **AMPLE CONTENT**

6.1 Customer shall not, directly or indirectly, send, submit, post, receive or otherwise facilitate, or in any way use, or permit to be used, the ERP Platform to send, submit, post, receive or otherwise facilitate the transmission of any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate. Customer shall comply with all applicable laws (including, but not limited to export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation).

6.2 Customer agrees to comply with each applicable agreement governing Customer's and its Authorized Users' use of the Hardware.

6.3 Customer acknowledges and agrees that Customer shall be responsible and liable for all uses made by Customer or its Authorized Users of the ERP Platform. Notwithstanding any other provision in this Agreement, Ample may terminate this Agreement, or any portion of the licenses granted herein, immediately, without notice, if it is determined that Customer or its Authorized Users have failed to comply with any applicable laws.

7. **PRICE AND PAYMENTS**

7.1 Customer shall pay Ample the fees and charges set out in the Acceptance of this Proposal (the "**Fees**").

7.2 Customer may keep a valid credit card on file with Ample to pay for the Fees. All Fees shall be charged on said credit card on a monthly basis, unless no credit card has been provided. Should Customer elect not to provide a credit card, Ample shall issue invoices monthly on thirty day net terms.

7.3 If charges are not paid within thirty days of the invoice date, a ten percent (10%) per annum interest charge shall be assessed until date of payment. Ample retains the right to suspend Customer's (and its Authorized Users') access to the ERP Platform until payments for all charges on account have been received.

7.4 The Fees payable hereunder do not include any applicable sales, use, excise, value-added or other taxes or duties; Customer is responsible for paying same.

8. **CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION**

8.1 During and after the termination or expiration of this Agreement for any reason, neither party shall disclose to any third party, and each party shall keep strictly confidential, the Confidential Information of the other, protecting the confidentiality thereof with at least the same level of effort that it employs to protect the confidentiality of its own proprietary and confidential information of like importance to it and in any event, by reasonable means. Each party may disclose the Confidential Information of the other only to such party's Personnel engaged in a use permitted by this Agreement and with a need to know, provided that such Personnel: (i) are directed to treat such Confidential Information confidentially and not to use such Confidential Information other than as permitted hereby; and (ii) are subject to a legal duty to maintain the confidentiality and restricted use thereof. Neither party shall use the Confidential Information of the other except solely as necessary in and during the performance of this Agreement, or as expressly licensed hereunder. Each party shall be responsible for any improper use or disclosure of any Confidential Information of the other by such Personnel.

8.2 Either party may disclose the Confidential Information of the other to the extent required by order of a court of competent jurisdiction; provided, however, that the recipient of such Confidential Information shall, to the extent permitted by law, give the other party prompt notice, and shall use its reasonable efforts to cooperate with the other party, at the other party's cost, if the other party wishes to obtain a protective order or otherwise protect the confidentiality of such Confidential Information.

8.3 In the event of any improper disclosure or loss of Confidential Information, the receiving party shall immediately notify the other party.

8.4 Unless a party is expressly authorized by this Agreement to retain the other party's Confidential Information, such party shall promptly return or destroy, at the other party's option, the other party's Confidential Information, and any notes, reports or other information incorporating or derived from such Confidential Information, and all copies thereof, within five (5) business days of the other party's written request, and shall certify to the other party that it no longer has in its possession or under its control any Confidential Information of the other party in any form whatsoever, or any copy thereof.

8.5 It is understood that the parties' computer systems may automatically back-up the Confidential Information of the other party. To the extent that such computer back-up procedures create copies of any such Confidential Information, the recipient

of such information may retain such copies in its regular archival or back-up computer storage system(s) for the period that such archives or back-ups are normally kept by that party. All archived or backed-up Confidential Information shall be subject to the confidentiality and non-use restrictions under this Agreement.

8.6 The parties shall comply with all applicable law with respect to Personal Information collected, used or disclosed in connection with this Agreement or its performance.

9. REPRESENTATION AND LIMITED WARRANTY

9.1 Ample represents and warrants that to its knowledge: (i) the ERP Platform and the Documentation, and the use thereof, when used for the purposes for which the ERP Platform and the Documentation were designed and in the manner authorized herein, do not infringe or misappropriate any valid and enforceable intellectual property right or confidential information of any third party; (ii) subject to Sections 5.4, 9.3 and 9.4, the ERP Platform will operate substantially in accordance with the specifications disclosed by Ample to Customer in writing; and (iii) the ERP Platform does not contain any viruses, worms, time bombs, logic bombs, trap doors, Trojan horses, or similar malicious instructions, techniques, or devices capable of disrupting, erasing, disabling, damaging or shutting down a computer system or software or hardware components thereof.

9.2 Customer hereby represents and warrants to Ample that: (i) Customer has obtained consent from its Authorized Users and Customer's customers/clients for the collection, use and transfer of their Personal Information to be used solely for Ample to provide the ERP Platform, and in conjunction with their use of the ERP Platform; (ii) Customer or its Authorized Users will not use the ERP Platform in contravention of this Agreement or any applicable laws or regulations; and (iii) the Ample Content will not infringe or misappropriate any Intellectual Property Rights or confidential information of any third party.

9.3 Customer also acknowledges and agrees that the ERP Platform is provided via the Internet and that Customer's and its Authorized Users' information, including personal information, may be transferred across national borders and stored or processed in any country in the world. Customer is solely responsible for obtaining and maintaining any necessary consents or permissions from its Authorized Users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any communications involving the use of the ERP Platform and agree to obtain and maintain all such consents or permissions throughout the Term of this Agreement.

9.4 Customer further acknowledges that: (i) the ERP Platform uses public application programming interfaces ("APIs"); (ii) Ample cannot and does not exercise any control over these APIs; and (iii) changes made to any applicable APIs may impact and/or diminish the functionality and/or performance of the ERP Platform. Ample shall not be responsible for the effects of any changes made to any applicable API.

9.5 EXCEPT AS EXPRESSLY SET OUT HEREIN, THE ERP PLATFORM, THE DOCUMENTATION, AND THE PLATFORM SUPPORT SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND AMPLE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE ERP PLATFORM, THE DOCUMENTATION, AND THE PLATFORM SUPPORT SERVICES, INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR PERFORMANCE AND ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT MIGHT OTHERWISE ARISE DURING THE COURSE OF DEALING, USAGE OR TRADE AND THOSE WHICH MAY BE IMPLIED BY LAW. Without limiting the generality of the foregoing, Ample does not provide any representation, warranty, guarantee or assurance: (i) that the functions contained in the ERP Platform will meet the specific requirements of Customer; (ii) that the operation of the ERP Platform will be uninterrupted or error-free; or (iii) that errors in the ERP Platform will be corrected. Customer acknowledges and agrees that Customer's subscription to the ERP Platform is not contingent on Ample's delivery of future functionality or features. Customer further acknowledges and agrees that the ERP Platform: (i) is simply intended to facilitate Customer's compliance with certain aspects of the Regulations; and (ii) neither substitutes nor replaces Customer's obligations to review, understand and comply with all aspects of the Regulations and any other applicable laws, each as amended from time to time.

9.6 This Agreement sets out the entire extent of all representations, warranties and conditions in respect of the ERP Platform, the Documentation, and the Platform Support Services, and no agent of Ample is authorized to alter same. All alterations will be in writing and signed by Ample.

10. LIMITATION OF LIABILITY

10.1 AMPLE SHALL NOT BE LIABLE HEREUNDER FOR: (I) INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE; (II) ANY ACT OR OMISSION BY ANY OTHER THIRD PARTY.

10.2 EXCEPT AS PROVIDED IN SECTION 10.3 BELOW, IN NO EVENT SHALL THE TOTAL AND CUMULATIVE LIABILITY OF AMPLE UNDER THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO AMPLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FINAL EVENT GIVING RISE TO SUCH LIABILITY. THE CONSIDERATION RECEIVED BY AMPLE HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR AMPLE TO ACCEPT ANY LIABILITY OR RISKS BEYOND WHAT IS EXPRESSLY PROVIDED HEREIN.

10.3 NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO LIMITATION ON THE AMOUNT OF LIABILITY, AND NO EXCLUSION OF ANY TYPES OF DAMAGES, ARISING FROM AMPLE'S WILLFUL MISCONDUCT, FRAUD OR BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER.

11. INDEMNIFICATION

- 11.1 Subject to Section 10, Ample will defend Customer against, and pay any resulting final judgments (or settlements that Ample consents to) for, any claims made by an unaffiliated third party that the ERP Platform: (i) misappropriates its confidential information; or (ii) infringes its intellectual property right in Canada or the United States.
- 11.2 Ample's obligations under subsection 11.1 are subject to all of the following conditions: (i) Customer must notify Ample, in a timely manner and in writing of the claim; (ii) Customer must give Ample sole control over defense and settlement of the claim; and (iii) Customer must provide Ample with reasonable assistance in defending the claim (Ample will reimburse Customer for reasonable prior approved out-of-pocket expenses that Customer incurs in providing that assistance). Ample will not be liable for any such copyright or confidential information misappropriation claim to the extent that such claim is based on Customer or any Authorized Users: (i) copying, distribution or use of the ERP Platform or Documentation after Ample notifies Customer to discontinue copying, distributing or using it; (ii) combining the ERP Platform with non-Ample services, products, software or data; (iii) altering the ERP Platform or Documentation; or (iv) acquiring confidential information through improper means, or under circumstances giving rise to a duty to maintain its secrecy or limit its use, or from a person (other than Ample) who owed to the claimant a duty to maintain the secrecy or limit the use of the confidential information.
- 11.3 If Ample receives a valid claim concerning an infringement related to Customer's use of the ERP Platform and for which the claim in question relates to Ample's intellectual property, Ample may, at its expense and without obligation to do so, either: (i) procure for Customer the copyright or other right(s) to continue to use the allegedly infringing the ERP Platform; or (ii) replace or modify the ERP Platform to make it non-infringing. Customer must stop using, copying or distributing the ERP Platform immediately when Customer receives notice from Ample of an infringement or confidential information misappropriation claim related thereto.
- 11.4 This section and section 10 state Ample's entire liability and Customer's exclusive remedies with respect to any third party infringement and confidential information misappropriation claims.
- 11.5 Customer agrees to indemnify, defend and hold harmless Ample and its licensors and its suppliers, and each of their respective officers, directors, employees, representatives, agents, successors and assigns (collectively, the "**Ample Indemnified Parties**") from and against any loss, liability, damage, award, settlement, judgment, fee, cost and expense (including attorneys' fees) arising out of or resulting from Customer's and/or its Authorized Users' use of the ERP Platform, and/or any breach of this Agreement by Customer.
- 11.6 Customer's obligations under the subsection 11.5 are subject to all of the following conditions: (i) the Ample Indemnified Party must notify Customer, in a timely manner and in writing of the claim; (ii) the Ample Indemnified Party must give Customer sole control over defense and settlement of the claim; and (iii) the Ample Indemnified Party must provide Customer with reasonable assistance in defending the claim (Customer will reimburse Ample for reasonable prior approved out-of-pocket expenses that the Ample Indemnified Party incurs in providing that assistance).

12. TERM AND TERMINATION

- 12.1 The initial term of this Agreement shall commence on the Effective Date and continue for the period stated in the License Order (the "**Initial Term**"). Thereafter, unless either party gives written notice of non-renewal within thirty (30) days before the last day of the term, this Agreement will automatically renew under the same terms and conditions subject to any amendments to the license fees that Ample may make. Customer will be notified of any such amendments forty-five (45) days before the last day of the term. The Initial Term, together with all renewal periods prior to any notice of non-renewal is referred to herein as the "**Term**".
- 12.2 Ample may terminate this Agreement for convenience upon sixty (60) days' notice.
- 12.3 Either party may terminate this Agreement by written notice to the other party, upon the occurrence of any of the following events and the continuance thereof fifteen (15) days after such written notice: (i) the other party becomes insolvent or subject to any proceeding under the federal bankruptcy laws or other similar laws for the protection of creditors; (ii) the other party materially breaches any term, provision, representation or warranty of this Agreement and such breach or default is not cured to the terminating party's reasonable satisfaction within such fifteen (15) day period; or (iii) the other party's performance hereunder is delayed by a force majeure, including an act of God, act of civil or military authority, war, terrorism, governmental action, or network failures beyond the party's reasonable control, for more than fifteen (15) days.
- 12.4 In the event that Ample terminates this Agreement pursuant to Section 12.3, Customer shall pay Ample three (3) months of the Fees within ten (10) days after any such termination. The parties agree that the foregoing amount payable to Ample is liquidated damages, not a penalty, and represents a reasonable attempt by the parties to estimate the monetary damages that Ample will incur in the event of such termination.
- 12.5 Any termination or expiration of this Agreement will be without prejudice to any obligation of either party to the other accruing prior to or at such termination or expiration, and any remedies available to one party due to the other party's breach of this Agreement will survive termination of this Agreement.

13. **DISPUTE RESOLUTION**

- 13.1 In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, interpretation or enforcement (a "**Dispute**"), the Relationship Managers shall discuss the problem and negotiate in good faith in an effort to resolve the Dispute promptly.
- 13.2 If the parties are unable to resolve their Dispute in the manner described under Section 13.1, each of the parties shall appoint a designated senior corporate executive, officer or representative who does not devote substantially all of his or her time to performance under this Agreement to meet for the purpose of endeavouring to resolve such dispute. Such representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute promptly and without the necessity of any formal proceeding relating thereto.
- 13.3 Any Dispute which has not been settled between the parties within thirty (30) days after commencement of such negotiation described in Section 13.2 or such later date as the parties mutually agree, the parties agree to then try in good faith to settle such dispute, controversy or claim by mediation administered pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc., except to the extent that those rules are modified or waived herein. The parties shall refer the matter to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators or any two of the three arbitrators is binding upon the parties and their respective heirs, executors, administrators and assigns, and the parties waive, to the fullest extent permitted by law, any right of appeal. The place or legal seat of the arbitration shall be Calgary, Alberta, the language to be used in the arbitral proceedings shall be English.
- 13.4 The following matters shall be excluded from the foregoing resolution process: (i) lawsuits to obtain an interim order for specific performance, emergency, injunctive or other equitable relief; (ii) any lawsuits involving third parties; and (iii) intellectual property claims whether initiated by third parties or by one of the parties.

14. **FEEDBACK**

- 14.1 Where Customer provides comments, suggestions or other feedback including, without limitation, the results of any testing or other evaluation (collectively "**Feedback**") to Ample in respect of the ERP Platform or the Documentation, Ample shall be free to use, disclose, reproduce, license (including sub-license at any level) or otherwise distribute or exploit, in whole or in part, the Feedback as it sees fit, entirely without obligation or restriction of any kind on account of any intellectual property rights or otherwise. Customer shall not provide any Feedback to Ample which is subject to license or other terms which are inconsistent with the provisions of this Agreement.

15. **GENERAL PROVISIONS**

- 15.1 All headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Each party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement. Where the context so requires in this Agreement, unless there is something in the subject matter or context inconsistent therewith, words importing the singular number include the plural and vice versa.
- 15.2 Neither party to this Agreement shall commit any act or take any action which frustrates or hampers the rights of the other party under this Agreement. Each party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.
- 15.3 Customer may not assign this Agreement to any third party without the express written consent of Ample. Notwithstanding the foregoing, Customer may, without the consent of Ample, assign this Agreement, at any time and from time to time during the term of this Agreement, to: (i) a parent, subsidiary or affiliate corporation of Customer or to a partnership composed of parent, subsidiary or affiliate corporations of Customer; or (ii) a corporation formed as a result of a merger or amalgamation of Customer with another corporation or corporations. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and permitted assigns.
- 15.4 Ample hereby grants Customer a limited, revocable, royalty-free, non-exclusive license to use Ample's trade-marks (the "**Ample Marks**") for the sole purpose of enabling Customer to identify Ample as a supplier of the ERP Platform on Customer's website(s) and other marketing materials for the Term of this Agreement. Customer agrees to amend its use of the Ample Marks as provided hereunder in accordance with Ample's reasonable requests.
- 15.5 Customer hereby grants Ample a limited, revocable, royalty-free, non-exclusive license to use Customer's trade-marks (the "**Customer Marks**") for the sole purpose of enabling Ample to identify Customer as a user of the ERP Platform on Ample's website and other marketing materials. Any use of Customer Marks by Ample shall be subject to Customer's prior written approval, which shall be given in Customer's sole discretion, and Ample agrees to amend and/or discontinue its use of Customer's Marks as provided hereunder in accordance with Customer's requests.
- 15.6 Customer hereby acknowledges and agrees the "Powered by Ample Organics" marks as prescribed from time to time by Ample shall be displayed on all public facing application interfaces, whether developed by Ample, Customer, or a third party.

- 15.7 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws in force in the Province of Ontario (without reference to conflicts of laws principles). The competent courts in the Province of Ontario shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. Each of the parties hereto irrevocably attorns and consents to the jurisdiction of such courts. The parties agree that the United Nations Convention on Relationships for the International Sale of Goods is specifically excluded from application to this Agreement and that in no event shall this Agreement be governed by the conflict of laws rules of any jurisdiction.
- 15.8 Ample shall not be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results directly or indirectly from an unforeseeable event beyond Ample's reasonable control, including but not limited to: acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labour shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to place timely orders therefor, or lack of or delay in transportation (throughout, "**Force Majeure**"). Ample shall not be liable for any loss or damages either general, indirect, exemplary, special, punitive or consequential which Customer may suffer due to or resulting from such delay or failure. In the event that Force Majeure occurs as contemplated herein, the duration of this Agreement shall be extended by the period for which such Force Majeure continues.
- 15.9 This Agreement supersedes all previous agreements, if any, between the parties hereto and constitutes the sole and entire agreement between them with respect to the subject matter hereof. Each party hereto agrees that there are no oral representations, warranties or conditions and that all terms are embodied in this Agreement. No change, modification or amendment of this Agreement shall be effective unless in writing and signed by both parties hereto.
- 15.10 No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. Unless expressly provided in this Agreement, neither party has, nor shall attempt to assert, the authority to make commitments for or to bind the other party to any obligation.
- 15.11 Any notices and other communications required or permitted by this Agreement to be provided or given to either party shall be so provided or given if delivered to the address of the applicable party as set out in the License Order or, if given by telecommunication facsimile, at the number indicated therein (if so indicated).
- 15.12 Notices shall be deemed received as follows: if given by registered mail, notice shall be deemed to have been received by the party to whom it was addressed on the date falling seven (7) business days following the date upon which it was sent; if personally delivered during normal business hours, when so delivered; and if given by facsimile or email, on the day of transmission and confirmation of transmittal unless such day is not a business day, in which case on the next following business day. The parties may change the address designated from time to time by notice in writing to the other party.
- 15.13 The waiver by either party of any default by the other party under this Agreement shall not operate as a waiver of any future default, whether of a like or different nature.
- 15.14 Sections 1, 8, 9.5, 9.6, 10, 12.4, 12.5, 13, 14, 15.1, 15.7, 15.11, 15.12, 15.14, and 15.16 shall survive the expiration or termination of this Agreement by either party for any reasons.
- 15.15 In the event that a party hereto (an "**Indebted Party**") owes any amount to the other party in accordance with the provisions of this Agreement, such amount may be set off by the Indebted Party against any undisputed amount owed to it by the other party pursuant to any other agreement or arrangement between them.
- 15.16 If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.
- 15.17 This Agreement is an agreement between the parties, and confers no rights upon any of the respective employees, agents, or contractors or any other person (except as otherwise explicitly provided herein).
- 15.18 The parties each agree to execute and deliver (and cause their respective employees or officers to execute and deliver) any appropriate instruments or documents to confirm the assignments, waivers, confirmation of rights and licenses provided for herein and to enable the other to perfect the same by filing, registration or otherwise in any state, territory, or country, as may be reasonably requested and prepared by such other from time to time.