

EventGenie Master Services Agreement

Effective: April 3rd, 2019

PLEASE SCROLL DOWN AND READ CAREFULLY ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT (THIS "AGREEMENT") BEFORE USING THE SOFTWARE DEFINED HEREIN AS THE "SERVICE". BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE INSTALLATION, BY DOWNLOADING THE SOFTWARE, SIGNING AN ORDER FORM REFERENCING THESE TERMS, OR PAYING AN INVOICE WITH THESE TERMS YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICES (DEFINED BELOW) OFFERED BY PRO CLOUD CONSULTING INC AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER, YOU AND YOUR" SHALL REFER TO SUCH ENTITY OR INDIVIDUAL. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON, DO NOT INSTALL THE SERVICE, AND YOU MAY NOT USE THE SERVICE. THIS AGREEMENT IS EFFECTIVE WHEN CUSTOMER CLICKS "I ACCEPT" OR CUSTOMER DOWNLOADS OR BEGINS USING THE SERVICE, WHICHEVER IS EARLIER AND THEN WILL BECOME COTERMINOUS WITH THE SUBSCRIPTION PERIOD THEREAFTER ("EFFECTIVE DATE").

This Terms of Service ("Agreement") governs your use of and access to the EventGenie event registration and management Application provided by ProCloud Consulting Inc. ("Company", "we", "us", or "EventGenie").

This Agreement is effective as of the date you download the EventGenie application from the Salesforce AppExchange or the date you accept a Company Order Form , or the day you pay your annual EventGenie subscription fee, whichever date is earlier (the "Effective Date"). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the Party that you represent, to this Agreement. If you don't have the legal authority to bind your employer or the applicable entity, please do not check the box below (or, if applicable, do not sign this Agreement). You represent and warrant that, if an individual, you are at least 18 years old and otherwise legally competent in all respects to be bound by this Agreement.

This Agreement may be amended at any time from time to time by Company without specific notice to you. Following a change to the Agreement, you will receive an email notification that

an amended version of this Agreement is available. The amended version of this Agreement will also be posted on the EventGenie - Pro Cloud Consulting website. If you continue using the Service following posting of the amended version of this Agreement, you shall be deemed to have accepted the amended version of this Agreement. It is your responsibility to review the amended version of this Agreement prior to using the Services.

EventGenie is an Event Registration and Management application for use by Salesforce.com Inc. (“Salesforce”) customers available through Pro Cloud Consulting Inc. and other distribution channels we may determine from time to time. It allows you to create events, register event registrants and attendees, collect and save data to your Salesforce account, and to display the data within your Salesforce organization for use by you and other Salesforce users, subject to the terms and restrictions contained within this Agreement, as amended from time to time. In this Agreement, references to EventGenie includes all versions of EventGenie.

1. SERVICES

1.1. During the Subscription Term (as defined in Section 8 below), and subject to all terms and conditions of this Agreement, we will use commercially reasonable efforts to provide the Services to you consistent with your Service Plan. We may provide the Services using third party vendors or service providers. You agree to pay Company the fees, in the amounts and at the time, specified in your selected Service Plan.

1.2. Company hereby grants you, subject to the terms and conditions of this Agreement and during the Subscription Term, a non-exclusive, non-transferable (except as permitted in Section 9.6, below), non-sublicensable right and license to (a) use the Site, the Services, the EventGenie functionality and the Documentation solely for your business operations. You agree that your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features.

1.3. The registration information you have provided to Salesforce for your Salesforce account is also used by Company for the creation of your EventGenie – Pro Cloud Consulting Inc. account and must be accurate, complete and current at all times. Failure to do so constitutes a breach of this Agreement which may result in immediate termination of your account. You are responsible for maintaining the confidentiality of your password if applicable and are solely responsible for all activities resulting from the use of your password and conducted through your account and all acts or omissions that occur with respect to EventGenie.

1.4. You shall use all reasonable efforts to prevent any unauthorized access to, or use of, the Services, Software and/or Documentation and shall notify Company promptly of any such unauthorized access or use. You agree to comply with all applicable governmental laws and regulations and all rules, procedures, and policies of Company relating to the Site and the Services.

Without limiting the generality of the foregoing, you shall not and you agree to use reasonable protective measures to ensure your Users shall not:

1. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means except as permitted for the creation and use of EventGenie; or
2. reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
3. access all or any part of the Services, Software and/or Documentation in order to build a product or service which competes with the Services, Software and/or the Documentation or to copy any features, functions or graphics of the Services, Software and/or Documentation; or
4. license, sell, resell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Services, Software and/or Documentation available to any third party except as expressly permitted by this Agreement; or
5. attempt to obtain, or assist third parties in obtaining, unauthorized access to the Services, Software and/or Documentation; or
6. use the Services to store or transmit infringing, libelous or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights or for any activity that may be considered unethical, immoral or illegal; or
7. use the Services to send unsolicited email, unsolicited bulk email, spam or use unethical means to directly or indirectly solicit persons to input data into EventGenie; or
8. use the Services to store or transmit material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; or
9. interfere with or disrupt the integrity or performance of the Services or third-party data contained therein.

Company may audit your use of the Services for compliance with these terms at any time upon 48 hours prior notice. In the event that such audit reveals any use of the Services by you other than in full compliance with the terms of this Agreement, you shall reimburse Company for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

Company reserves the right in its sole discretion to amend, edit, delete or remove any EventGenie functionality, document, information or content appearing on the Site or created through the Services that violates this Agreement.

1.5. The Services allow you to create events and registrations, to collect and save data to your Salesforce account, and to display data uploaded from your Salesforce account within EventGenie for use by you and third parties authorized by you to access EventGenie in accordance with the Service Plan to which you have subscribed. Information may be inputted into an EventGenie event registration form by you and by third parties to whom you make EventGenie available for your business purpose. The company is a third-party service provider and makes no promises, representations or warranties about the functionality, operability or access to the Salesforce service. The company will use good faith efforts to notify you, at the earliest possible opportunity, of any known material changes implemented by Salesforce that materially impacts your access to

and use of the Service. The Services may be limited by any third-party usage limits, API request limits, factors that limit data availability and access and other limits and rules relating to your account with Salesforce.

1.6 Support Services. During the Subscription Term, Company will provide support for the Services on the following terms:

1. A support request containing a reasonable description of the nature of the problem must be submitted to our support desk via an email to support@procloudconsulting.com. All support requests will be acknowledged by return email or telephone contact within four Business Hours following receipt. Resolution times will vary depending the complexity of the problem. In most instances, we will work with you to provide a solution or workaround within one Business Day of our receipt of your support request. However, situations involving more complex problems, requiring our access to your server, force.com site or Salesforce account or where your availability causes delays, a solution or workaround may take seven or more Business Days.
2. In the event we determine that a solution or workaround cannot be reasonably provided for any reason, we reserve the right to terminate this Agreement and refund any pre-paid Subscription Charges for the period from the date you submitted the support request to the end of the Subscription Term on a prorated basis.
3. If (a) you are using a free version of EventGenie, or (b) refuse to provide our support team with access to your server, force.com site or Salesforce Account, we may decline to provide support services to you, at our discretion.
4. Salesforce is not responsible for any support to you for EventGenie.
5. Business Hours means 9 am to 4 pm EST on a Business Day. Business Day means Monday to Friday, excluding statutory holidays in the Canada.

1.7 CHANGES TO THE SERVICE. We may make commercially reasonable modifications to the Service from time to time without prior notice. We may make changes to any Service Plan at any time. After 30 days' notice to you of a change to your then applicable Service Plan, if you continue to use the Services beyond the expiration of your then-current Subscription Term or renewal term, such use will be governed by the modified Service Plan.

1.8 LIMITATIONS. We will not be responsible or liable for any failure in the Services resulting from or attributable to (a) your Systems, (b) network, telecommunications or other service or equipment, (c) your, or a third party's product, services, negligence, acts or omissions, including without limitation, Salesforce's products, services or acts or omissions, (d) any force majeure or cause beyond our reasonable control, (e) scheduled maintenance or (f) unauthorized access or breach by third parties. You are responsible for maintaining the confidentiality of your account access password and for all activities that occur under your account.

1.9 SYSTEMS. You shall obtain and operate all Systems needed to use the Services and provide all corresponding backup, recovery and maintenance services. You shall ensure that all Systems are compatible with the Services.

1.10. The Software and Services may contain links to other websites (“Third-Party Services”). Company is not responsible for the content, accuracy or opinions expressed in such Third-Party Services, and we do not investigate, check or monitor such Third-Party Services for accuracy, appropriateness or completeness. Inclusion of any linked Third-Party Services in our Software or Services does not imply Company’s approval or endorsement of the linked Third-Party Services. If you decide to access or use these Third-Party Services, you do so at your own risk and without any warranties of any kind from Company, and Company shall not be responsible in any way or under any theory of liability for any damages arising from your access or use of such Third-Party Services.

2. PROPRIETARY RIGHTS

CUSTOMER CONTENT. As between the Parties, you shall own all Customer Content. You, and not Company, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, intellectual property ownership of and use of Customer Content. You hereby grant us a non-exclusive and royalty-free right and license to use, copy, perform, display and distribute said Customer Content and to prepare derivative works of Customer Content solely for the purpose of providing the Services, both to you and End-Users. You agree to indemnify and hold us harmless from all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees) arising out of any use or disclosure of Customer Content and your use of the Services.

You understand that you are solely responsible for all Customer Content posted on, transmitted through or linked to or from the Service, including any Customer Content created or provided by End-Users. You acknowledge that we do not pre-screen or approve Customer Content, but that Company shall have the right (but not the obligation), in its sole discretion, to refuse, delete or move any Customer Content that is available via the Service for violating the letter or spirit of this Agreement or for any other reason.

1. CUSTOMER CONTENT.

i. Company does not process, store or back up transmitted data. Company shall not be responsible or liable for the deletion, correction, destruction, damage or loss of any Customer Content.

- ii. The following provisions apply to all versions of EventGenie:
 - a) Customer Content shall be stored at and accessed by the Services from your Salesforce account. Company will not store Customer Content except as part of a request for support ticket.
 - b) Company shall not use or disclose Customer Content except solely in connection with processing such data in the normal course of your use of the Services and as otherwise provided for in this Agreement.
 - c) Company shall not be responsible or liable for the failure to store, or the deletion, correction, destruction, damage or loss of any of Customer Content.
 - d) If you use EventGenie to collect credit card, or other payment processor information from EventGenie users, you are solely responsible for any and all liability resulting from the collection and use of this information. Company does not independently store or process credit card information and shall not be responsible in any way for the collection, use, storage or loss of such information.
- iii. The use of EventGenie to collect personal information, as such term is defined under applicable Privacy Laws, or any information that can be used on its own or with other information to identify, contact or locate an individual single person, you are solely responsible for the security of such information and compliance with all applicable laws governing the collection, use, storage, disclosure and deposition of such information.
- iv. If you use the Software's lookup feature in an EventGenie event registration form, it is your responsibility to ensure personal information, as such term is defined under applicable Privacy Laws, or any information that can be used on its own or with other information to identify, contact or locate an individual single person, or any information you are under an obligation to hold confidential, is not improperly displayed to an EventGenie user and you are solely responsible for complying with all applicable laws governing disclosure of such information.
- v. Company shall not be responsible in any way for your EventGenie event registrations or the completeness or accuracy of Customer Content or any other content you collect or display within EventGenie, or any tabulations, correlations or calculations using such data or content.
- vi. In using the Services, Customer Content may be transmitted outside the Salesforce system. To the extent Customer Content is transmitted outside the Salesforce system, Salesforce is not responsible for the privacy, security or integrity of Customer Content.
- vii. In using the Services, Customer Content may be transmitted outside of Company's EventGenie application. To the extent Customer Content is transmitted outside Company's system, Company is not responsible for the privacy, security or integrity of Customer Content, unless such transmission results directly from Company's gross negligence or willful misconduct.
- viii. The Services provide for the storage of Customer Content within the Salesforce system. You will have 30 days from the date of termination of your final Service Order subscription term with

Salesforce to request a copy of your data from Salesforce, which will be made available to you in a .csv format.

ix. You acknowledge and consent to the fact that, notwithstanding anything above, the Company may collect information relating to your use of the Software, including but not limited to [user login times, number of users, names, and other related information]. You acknowledge and consent to the Company retaining such information for as long as permitted or required by applicable law or business practices, and to do with such information as the Company deems necessary in order to improve the Software. By executing this Agreement, you are deemed consent to the foregoing collection, use and disclosure of such information.

1. **NO IMPLIED LICENSE.** Except for the limited rights and licenses expressly granted hereunder, no other license is granted to you, no other use is permitted and we (and our licensors) shall retain all right, title and interest in and to the Service, Site, Software, Documentation and all updates and modifications thereto (including all intellectual property and proprietary rights embodied therein). You shall not take any action inconsistent with such rights.
2. **TRADEMARKS.** EventGenie, and other trademarks contained in the Site, Software, Documentation, and the Services are trademarks or registered trademarks of Company or its licensors. Third-party trademarks, trade names, product names, and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Site, the Software, the Documentation or the Services. This Agreement does not authorize you to use Company's or its licensors' names or any of their respective trademarks.

3. SERVICE PLANS

1. **SERVICE PLAN UPGRADES.** Your Service Plan includes certain restrictions on your use of the Services. In order to use the Services in excess of any such limitations, you must upgrade your Service Plan accordingly for your usage level.
2. **TRIAL PERIODS AND FREE ACCOUNTS.** If you signed up for a "Free Trial", you will be permitted to access and use the Services until the end of your Trial Period. Upon the termination of such trial period, you must select a Service Plan other than a "Free Trial" and begin paying Subscription Charges as determined by the Company. Trial periods shall be as set forth in your Service Plan or as otherwise agreed to in writing by you and us.

You understand that any Trial Period or otherwise free account that has been inactive (the user has not logged into the Company administration tool or received any submissions on their forms) for 7 or more days is subject to termination and deletion of all Customer Content. Company will

attempt to notify you of such pending termination by sending a message to the email address stored for your account, but is under no obligation to do so.

For all Accounts, you agree to allow Company to place a "powered by" or similar link on all event registrations forms and displays and your organization's logo on the Company Site.

If you are using a free version or free trial of EventGenie, Company may terminate this Agreement at any time, without notice at its sole discretion, as to the free services.

4. BILLING

1. CREDIT CARD INFORMATION. In order to set up an account with us, you must provide Company with accurate and complete billing information including legal name, address, telephone number.

If you are paying via credit card, debit or other electronic means of payment, you must provide valid information for such payment method (credit card number and account number...etc.). By submitting such information, you give us permission to charge all Subscription Charges and any other fees incurred for using the Services via such payment method. We reserve the right to terminate this Agreement and your access to and use of the Services in accordance with Section 8.2 hereto if you do not provide valid payment method information or the payment of fees hereunder, or if any Subscription Charges or other charges are not otherwise timely paid.

2. PAYMENT TERMS. The Subscription Charges are billed in advance upon commencement of your Subscription Term, and thereafter on an annual basis, except as otherwise agreed to or as set forth in a Service Plan or an Addendum, and are non-refundable except as otherwise set forth herein. Upon any change in your Service Plan, the recurring billing date for your Subscription Charge will reset to the day the change is made. If you upgrade your Service Plan, you will be charged the corresponding Subscription Charge immediately and receive a pro-rata credit for the unused portion of the Subscription Charge for your prior Service Plan. There will be no refunds or credits for a partial year of Service or cancelled Services or refunds for upgrades. For any upgrades in Service Plan level, your credit card will automatically be charged the new rate if paying by credit card. Any add-on features or Services not provided in your Service Plan will be billed in accordance with specific terms provided at the time the add-on features or Service is requested by you.

You shall be liable for all Subscription Charges regardless of any suspension or termination of your Salesforce account and/or service agreement with Salesforce.

3. TAXES. All payments are exclusive of federal, state, provincial, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and you agree to bear and be responsible for

the payment of all such charges, excluding taxes based upon our net income. All amounts due hereunder shall be grossed-up for any withholding taxes imposed by any foreign government.

4. **REVISING SUBSCRIPTION CHARGES.** We may revise Subscription Charges for the Services by providing you written notice (which may be by email) at least thirty days prior to the start of the following renewal term of your Subscription Term.

5. **AUTO-RENEWAL OF SUBSCRIPTION CHARGES / CANCELLATION PROCEDURE.** Your Subscription Charge will automatically renew at the end of each billing cycle unless you cancel via in writing terminating your subscription. You authorize us to continue your Subscription Charges until cancelled and, on a recurring annual basis (or whatever recurring basis has been otherwise agreed to in writing), to charge the payment method you provided the then-current Subscription Charge if you do not cancel/terminate in accordance with this Agreement.

5. DISCLAIMERS

5.1 **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE OR FREE OF VIRUS, TROJANS OR OTHER SUCH HARMFUL OR MALICIOUS CONTENT. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS AND LICENSORS) ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

5.2 **COMPANY DOES NOT WARRANT THE USE OF SALESFORCE WILL ENABLE YOU TO COMPLY WITH PRIVACY LAWS AND OTHER REGULATORY REQUIREMENTS,** IT BEING EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS YOUR OBLIGATION TO ENSURE YOUR USE OF SALESFORCE AND YOUR SALESFORCE ACCOUNT COMPLY WITH PRIVACY LAWS AND ANY OTHER APPLICABLE REGULATORY REQUIREMENTS.

5.3 IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY.

5.4 BACKUPS. THE COMPANY IS UNDER NO OBLIGATION OR DUTY TO YOU TO DO DATA BACKUPS UNDER THESE TERMS. IT IS YOUR SOLE DUTY AND RESPONSIBILITY TO BACKUP YOUR FILES AND DATA ON SALESFORCE AND UNDER NO CIRCUMSTANCE WILL COMPANY BE LIABLE TO ANYONE FOR DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY FOR LOSS OF YOUR FILES AND/OR DATA ON ANY SERVER.

6. LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL (INCLUDING ANY ERROR OR DAMAGE ATTRIBUTABLE TO ANY NETWORK OR SYSTEM), (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) ANY DIRECT DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO US HEREUNDER WITH RESPECT TO THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

7. INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPANY, ITS AFFILIATES AND ITS SPONSORS, PARTNERS, LICENSORS, AGENTS, OTHER CO-BRANDERS AND THE RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES OF EACH HARMLESS FROM

AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO (I) YOUR BREACH OF THIS AGREEMENT, (II) USE BY YOU OR ANY THIRD PARTY ACTING BY, THROUGH, OR UNDER YOU OF THE SERVICES, OR (III) THE COLLECTION, POSSESSION, OR USE OF CUSTOMER CONTENT, EXCEPT TO THE EXTENT THE FOREGOING DIRECTLY RESULT FROM COMPANY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

8. TERM AND TERMINATION

8.1 TERM. This Agreement shall commence on the Effective Date and shall continue in effect for the initial term specified in the Service Plan. If no initial term is specified in the Service Plan, the initial term shall be one year. Unless terminated earlier as permitted herein, the Agreement will be extended automatically for additional terms of equal length to the initial term, or if no initial term is specified, one year, at the end of the initial term and each renewal term (collectively, the "Subscription Term"). Either Party may elect not to renew this Agreement by giving written notice thereof delivered via courier mail to the other Party at least 30 days prior to the end of the then current initial or renewal term.

8.2 TERMINATION. Except as otherwise set forth herein, you are solely responsible for properly terminating your subscription. An email or phone request to cancel your subscription shall not result in termination. Any termination of your subscription will result in the deactivation or deletion of your subscription or your access to the EventGenie application.

8.3 This Agreement may be earlier terminated by either Party (a) if the other Party materially breaches a provision of this Agreement and fails to cure such breach within 10 days (5 days in the case of non-payment) after receiving written notice of such breach from the non-breaching Party, or (b) immediately upon written notice, if the other Party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property, or the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other Party and is not dismissed within 90 days, or the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course or (c) immediately upon written notice, if the Company merges or is acquired by a third-party.

8.4 As the Services are provided in conjunction with Salesforce services, your access to the Services may be suspended due to your failure to pay charges owing to Salesforce and/or breach of your agreement with Salesforce. If your relationship with Salesforce is terminated for any reason whatsoever, this Agreement shall contemporaneously and automatically terminate; provided,

however, you will still be responsible for all Subscription Charges due and owing for the Subscription Term.

8.5 EFFECTS OF TERMINATION. No refunds or credits will be issued for cancelled or terminated Services unless otherwise set forth in this Agreement. Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the Parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) shall survive, (b) the provisions of Sections 1.8 (Limitations), 2 (Proprietary Rights), 4 (Billing), 5 (Disclaimers), 6 (Limitation of Liability), 7 (Indemnification), 8.3 (Effects of Termination), and 9 (General Provisions) shall survive. Following any termination or expiration of this Agreement, we reserve the right to delete your account information and all customer content immediately.

9. GENERAL PROVISIONS

9.1 ENTIRE AGREEMENT. This Agreement (together with any applicable Service Plan(s), EventGenie – Pro Cloud Consulting Services Agreement, Addendums and any agreement incorporated herein by express reference) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties about the subject matter of this Agreement. This Agreement is incorporated by reference into all Pro Cloud Consulting Services Agreements entered into between Company and you and shall apply unless stated to the contrary in the Services Agreement. No waiver, consent or, except as expressly provided herein, modification of this Agreement shall bind either Party unless in writing and signed by the Party against which enforcement is sought. The failure of either Party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. If this Agreement is required to be registered with any governmental authority, you shall cause such registration to be made and shall bear any expense or tax payable in respect thereof. If you discover anyone on the EventGenie system violating this Agreement, you agree to report the violation by contacting the Company for investigation.

9.2 GOVERNING LAW / BINDING ARBITRATION. This Agreement shall be treated as though executed and performed in the province of Ontario and shall be governed by and construed in accordance with the laws of Ontario, Canada, without regard to its conflicts of law provisions. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any enactment of the Uniform Computer Information Transactions Act shall apply to this Agreement. Any dispute relating in any way to your use of the Services shall be submitted to confidential mediation / arbitration in Ontario, except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any provincial or federal court in the province of Ontario, Canada. You hereby consent to, and waive all defenses of lack of,

personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the provincial and federal courts of Ontario. Arbitration under this Agreement shall be conducted pursuant to the Arbitration Act of Ontario. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. We operate the Service from our offices in the Province of Ontario.

9.3 In any action or proceeding to enforce or interpret this Agreement, the prevailing Party will be entitled to recover from the other Party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

9.4 REMEDIES. Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Company may choose to, but is not required to, place your subscription on suspension in lieu of termination where termination is permitted under the terms of this Agreement or take other appropriate action. Each Party agrees that, in the event of any breach or threatened breach of Section 2, the non-breaching Party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching Party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any security.

9.5 NOTICES. Any notice or communication hereunder shall be in writing and either personally delivered or sent via confirmed email, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other Party at its address specified in the Service Plan, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

9.6 ASSIGNMENT. This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, you without the other Party's written consent (which shall not be unreasonably withheld). However, without consent, either Party may assign this Agreement to any successor to all or substantially all of its business which concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise). This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto.

9.7 FORCE MAJEURE. Company is under no liability to you in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of any matter outside of Company's reasonable control including, but not limited to, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, any power interruptions or failures of or interruptions to any communications equipment, software or hardware.

9.8 INDEPENDENT CONTRACTORS. The Parties shall be independent contractors under this Agreement, and nothing herein will constitute either Party as the employer, employee, agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

10 PROHIBITED PERSONS (COUNTRIES, ENTITIES, AND INDIVIDUALS).

10.1 Sanctioned Countries. The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that, with respect to all or certain commercial activities that would otherwise occur between i) the United States, its citizens or residents, on the one hand, and ii) the governments, citizens, or residents of certain other countries ("Sanctioned Countries") on the other hand, said commercial activities are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded. "Sanctioned Countries" shall be deemed automatically to be added to or otherwise modified from time to time consistent with the determination(s) of the government of the United States, and shall include all other countries with respect to which commercial activities are prohibited, embargoed, sanctioned, banned and/or otherwise excluded by determination(s) of the government of the United States from time to time.

Each Sanctioned Country, all governmental, commercial, or other entities located therein, and all individuals located in any Sanctioned Country are hereby prohibited from registering or signing up with, subscribing to, or using any service of EventGenie.

Each individual which is a National or Citizen of a Sanctioned Country is hereby prohibited from registering or signing up with, subscribing to, or using any service of EventGenie, regardless of where said individual is located.

Country-Code Top Level Domain Names for any Sanctioned Countries are hereby prohibited from use in connection with any service of EventGenie.

10.2 Prohibited Organizations/Entities. The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain organizations and/or entities (collectively "Prohibited Organizations/Entities" and individually "Prohibited Organization/Entity") are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Organizations/Entities are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.

Each Prohibited Organization/Entity is hereby prohibited from registering or signing up with, subscribing to, or using any service of EventGenie.

10.3 Prohibited Individuals. The government of the United States of America, through various of its offices and agencies, including but not limited to, through one or more Executive Orders of the President of the United States, through rules and regulations of the United States Department of State, Department of the Treasury, and Department of Commerce, has determined that certain individuals (collectively "Prohibited Individuals" and individually "Prohibited Individual"), including without limit, certain Specially Designated Nationals are to be prohibited, embargoed, sanctioned, banned, and/or otherwise excluded from all or certain commercial transactions with the United States, its citizens and residents. The Prohibited Individuals are those as set forth in the applicable records of the government of the United States, including without limit those set forth at: <http://www.ustreas.gov/ofac>; and, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, as said determinations and resulting records may be amended, updated, or otherwise modified from time to time.

Each Prohibited Individual is hereby prohibited from registering or signing up with, subscribing to, or using any service of EventGenie.

IF YOU, FOR YOURSELF OR ON BEHALF OF ONE OR MORE PERSONS YOU ARE REPRESENTING WITH RESPECT TO EVENTGENIE SERVICES, DO NOT AGREE TO ANY OF THE FOREGOING TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY A SUBSCRIBED CUSTOMER, CANCEL YOUR EVENTGENIE SUBSCRIPTION. BEGINNING NOW, ANY CONTINUATION BY YOU IN USING THE SERVICES CONSTITUTES FOR YOU AND THOSE REPRESENTED BY YOU AN EXPRESS AFFIRMATION AND COMMITMENT TO BE (OR TO CONTINUE TO BE, AS APPLICABLE) LEGALLY BOUND BY AND TO COMPLY WITH ALL OF THESE TERMS.

11. DEFINITIONS

(a) "Addendum" means a written amendment or addendum to this Agreement, executed by you and Pro Cloud Consulting Inc., which includes an order form.

(b) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

(c) "Customer Content" means all of your registration information and other information provided by you in connection with your use of the Services, including without limitation, information, content, data, messages, text, files, images, photos, video, sounds, other materials, and any of the foregoing present in your Salesforce account or provided by any End-User via your or their use of the Services.

(d) "Documentation" means the documents made available to you by Company online or via other means, which set out together a description of the Services, help, how-to and explanatory materials and the user instructions for the Services as such materials may be updated from time to time.

(e) "End-User" means any person or entity other than you with whom you or your Affiliates interact using the Service, including any person or entity submitting data, information, files or other content via an EventGenie registration form you use via the Services.

(f) "Party" means each of you or EventGenie or Pro Cloud Consulting Inc. and "Parties" means both you and EventGenie and Pro Cloud Consulting Inc.

(g) "Privacy Laws" means any laws that regulate the collection, use or disclosure of personal and customer information, such as The Health Insurance Portability and Accountability Act of 1996 (United States) and the **Information Protection and Electronic Documents Act**.

(h) "Service Plan" means the plan chosen by you during or subsequent to your registration to use the Service, or as described in an Addendum.

(i)"Services" means access to and use of the Software, as described in the Documentation, and related services (including any professional consulting services) provided by us as further described in your Service Plan. Any new or modified features added to the Service are also subject to this Agreement.

(j)"Site" means the EventGenie web site: www.procloudconsulting.com and www.eventgenie.ca.

(k)"Software" means the online event registration and management functionality and data collection software known as EventGenie and provided by Company used to transmit data collected to and from your Salesforce account.

(l)"Subscription" means your purchase of an account with Company to use the Services.

(m)"Subscription Charges" means fees payable by you for your use of (a) the Services, as specifically set forth in your Service Plan or an Addendum, or (b) any add-on features or Services requested by you from time to time.

(n)"Systems" means modems, servers, software, network and communications equipment and ancillary services and hardware that are owned, controlled or procured by you.

(o) "Users" means any person or entity with whom you, your Affiliates, employees, consultants, constituents interact using the Service, including any persons or entity maintaining the Customer's Salesforce Org, submitting data, information, files or other content via an EventGenie registration form you use via the Services.