



# YouTestMe

KNOWLEDGE TESTING SOLUTION  
AND IMPLEMENTATION SERVICES  
AGREEMENT

BETWEEN

**CLIENT NAME**

and

YouTestMe

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## 1 Interpretation

### 1.1 Definitions

#### 1.1.1 In this Agreement the following definitions apply:

**“Additional Work”** means additional work that the **CLIENT NAME** may wish performed that is not a Change and not a Services Expansion;

**“Account”** has the meaning set out in Section 2.1.2;

**“Agreement”** means this Cloud Computing Services Agreement between the **CLIENT NAME** and YouTestMe, inclusive of all appendices, schedules, attachments, addenda and other documents incorporated by reference;

**“Change”** means an addition to, deletion from or alteration of the Services;

**“Change Order”** means when a Change or Additional Work is approved, the **CLIENT NAME** Representative shall issue a written approval, setting out a description of the Services covered by the Change or Additional Work, the price or method of valuation for the Services, the change in the Fees and adjustment, if any, to the Time Schedule. The value of Services performed in a Change or Additional Work shall be included for payment with the certificates for payment;

**“CLIENT NAME Data”** means all information, in writing (including electronic) form, created by or in any way originating with **CLIENT NAME**, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with **CLIENT NAME**, in the course of using and configuring the Services provided under this Agreement, that is stored on the cloud;

**“CLIENT NAME Representative”** (or designate) who will have the duty of instituting and maintaining communication with the YouTestMe as to the requirements of this Agreement including but not limited to a Security Incident or breach notification;

**“Cloud Computing”** is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction;

**“Commencement Date”** is the date the Services are to commence - 30 business days (6 weeks) upon the YouTestMe receives full payment by the **CLIENT NAME** for YouTestMe **PRODUCT NAME**;

**“Confidential Information”** means information supplied to, obtained by, or which comes to the knowledge of the YouTestMe and the **CLIENT NAME** (or either of them) as a result of the performance of the Services and this Agreement, which includes, but is not limited to, Personal Information, information that relates to the business of the Third-Party, and information that is subject to solicitor-client privilege;

**“Contemplated Change Order”** has the meaning set out in Section 2.2.2;

**“Data Breach”** means any actual or reasonably suspected unauthorized access to or acquisition of **CLIENT NAME** Data;

**“Disabling Code”** has the meaning set out in Section 2.8.2;

**“Dispute”** has the meaning set out in Section 24.1.1;

**“Documentation”** has the meaning set out in Section 2.4;

**“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that YouTestMe may develop or acquire and incorporate into its standard version of the Services or which the YouTestMe has elected to make generally available to its customers;

**“Fees”** means the fees and payments set out in Appendix 2;

**“User Acceptance Testing”** means a period of 10 business days after the Commencement Date when the **CLIENT NAME** will be able to validate the software against the business requirements;

**“Go-Live Date”** means the date on which the **CLIENT NAME**, acting reasonably, confirms in writing that the Services satisfy the functional, technical and security requirements as set out in this Agreement;

**“Hosting Service Levels”** means the requirements set out in Appendix 6;

**“Indemnitees”** has the meaning set out in Section 10.1.1;

**“Invoice”** has the meaning set out in Section 7.2.1;

**“Marks”** has the meaning set out in Section 2.5;

**“Performance Report”** has the meaning set out in Section 2.11.1;

**“Personal Information”** means information about an identifiable individual and any other types of information that, alone or in combination, would reveal the identity of a particular individual, other than business contact information;

**“Quotation”** has the meaning set out in Section 2.2.3;

**“Security Incident”** means any actual or reasonably suspected adverse event that compromises the availability, confidentiality, or integrity of the **CLIENT NAME** Data or the ability of the **CLIENT NAME** to access the **CLIENT NAME** Data;

**“Services”** means and includes anything and everything required to be done for the fulfilment and completion of this Agreement including, as applicable, Services Expansion;

**“Services Expansion”** has the meaning set out in Section 2.12.1;

**“Source Code”** means a set of instructions, written in programming language, that must be translated to machine instructions before the program can run on a computer. These instructions must be compiled into object code before the computer can understand them;

**“Term”** means the Initial Term and, as applicable, the First Renewal Term and the Second Renewal Term;

**“Time Schedule”** means the milestones and dates set out in Appendix 3; and

**“Third-Party”** means persons, corporations and entities other than YouTestMe, **CLIENT NAME** or any of their employees, or agents.

## 1.2 Appendices

### 1.2.1 The following attached Appendices are a part of this Agreement:

- a) Appendix 1 – Service-Level Agreement;
- b) Appendix 1-A – YouTestMe Knowledge Examination Requirements
- c) Appendix 2 – Fees and Payment;
- d) Appendix 3 – Time Schedule;
- e) Appendix 4 – Key Personnel and Sub-Malloc Incs’;
- f) Appendix 5 – Additional Work;
- g) Appendix 6 – Hosting Service Levels;
- h) Appendix 7 – Training Plan;

- i) Appendix 8 – Privacy Protection Schedule;
- j) Appendix 9 – Confidentiality Agreement;
- k) Appendix 10 – End-User License Agreement; and
- l) Appendix 11 – Support Services.

### 1.2.2 This Agreement may only be modified by express and specific written agreement.

## 2 SERVICES

### 2.1 Services

#### 2.1.1

This Agreement sets forth the terms and conditions under which the YouTestMe agrees to supply YouTestMe Knowledge Examination Implementation Services, education and training, support and maintenance and associated software and services, CLIENT NAME Data import / export, monitoring, support, backup and recovery, as further set forth in Appendix 1 through Appendix 1-A (inclusive), attached hereto. The YouTestMe agrees to work with the CLIENT NAME to ensure proper change management and assist in identifying any required technology upgrades within the CLIENT NAME's network in support of the implementation of the Services. The YouTestMe agrees to fulfill its obligations to provide the Services in a timely manner in order to achieve the agreed milestones and dates in the Time Schedule.

The YouTestMe grants to the CLIENT NAME a non-exclusive, user License Agreement as described in Appendix 10 to use the Software and any upgrades or maintenance releases provided pursuant to this Agreement and the Support Services, attached as Appendix 11.

#### 2.1.2

The CLIENT NAME and any of its employees, agents, Malloc Incs', suppliers of services or other designated users that have a need to use all or a portion of the Services specified by the CLIENT NAME for the benefit of the CLIENT NAME shall have the right to operate and use the same provided they are approved by the CLIENT NAME. The YouTestMe shall issue accounts, or permit the CLIENT NAME to issue accounts, to individuals selected by CLIENT NAME as account-holders for using all or a portion of the Services specified by the CLIENT NAME. Only account-holders approved by the CLIENT NAME may access or use the Services and each account-holder's access to the Services requires valid login credentials, including at least user identification and secure passwords (each an "Account"). The rights of an account-holder may not be used by more than one individual, unless the Account of the account-holder is reassigned in its entirety to another account-holder, in which case the prior holder of the Account shall no longer have any right to access or use the Services. The CLIENT NAME acknowledges and agrees that the CLIENT NAME:

- a) is fully responsible for the Accounts assigned by or at the request of the CLIENT NAME and the acts and omissions of each account-holder, including the creation of Account credentials by any person,

the maintenance, confidentiality and security of all passwords related to Accounts, and any and all activities that occur under Accounts assigned by or at request of the **CLIENT NAME**;

- b) shall notify the YouTestMe as soon as practicable after obtaining or receiving any knowledge of:
  - any unauthorized use of an Account or any password related to an Account; or
  - any other breach of security with respect to an Account, provided that such notification will not negate the **CLIENT NAME**'s liability for any unauthorized use of an Account or password until such time as YouTestMe can be reasonably expected to take corrective measures; and
- c) will provide true, current, accurate and complete information as prompted by the Account-creation process or as otherwise requested by the YouTestMe from time-to-time and to promptly update such information when any changes occur.

### 2.1.3

The **CLIENT NAME** covenants and agrees that it shall:

- a) be responsible for account-holders' compliance with all of the terms and conditions of the Account;
- b) be solely responsible for the accuracy, quality, integrity and legality of any **CLIENT NAME** Data the **CLIENT NAME** stores on or uploads to the cloud, and of the means by which **CLIENT NAME** Data is acquired and used, including compliance with all Personal Information privacy laws and regulations and ensuring that no third-party intellectual property rights are infringed; and
- c) use all commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify YouTestMe promptly of any such unauthorized access or use.

### 2.1.4

The **CLIENT NAME** covenants and agrees that it shall not:

- a) make the Services available to anyone, or permit anyone to access the Services, other than account-holders;
- b) license, sublicense, sell, resell, transfer, assign, distribute, rent, lease or time-share the rights granted to **CLIENT NAME** under this Agreement to use the Services, or copy or otherwise commercially exploit the Services or its components in any way except in accordance with the rights granted hereunder;
- c) use the Services in any manner or for any purpose:
  - that contravenes, facilitates the violation of, or violates any applicable laws;
  - that extracts, gathers, collects, or stores Personal Information about individuals except in compliance with all applicable Personal Information privacy laws or that involves **CLIENT NAME** Data mining, robots or similar **CLIENT NAME** Data gathering or extraction methods on individual's Personal Information without their express consent; or
  - that interferes with or disrupts the integrity or performance of the Services;
- d) attempt to gain unauthorized access to the Services or its related systems or networks;
- e) post, upload, reproduce, distribute or otherwise transmit on the cloud:
  - defamatory, infringing, indecent or unlawful software, materials or information; or

- inappropriate, profane, or obscene software, materials or information without suitable or lawfully-required access controls;
- f) disable or circumvent any access control or related process or procedure established with respect to the Services; or
- g) remove any copyright or other proprietary or intellectual property rights notices or labels on or in the cloud or any part, copy or report generated therefrom or thereof.

### 2.1.5

The **CLIENT NAME** acknowledges that the cloud is not intended to be use as a repository of large media files. The **CLIENT NAME** agrees to use the cloud only for its intended purposes and not for storing large media file, failing which the YouTestMe may establish and enforce a reasonable limit on the size of **CLIENT NAME** Data that may be stored on the cloud.

### 2.1.6

Nothing herein shall be deemed to preclude the **CLIENT NAME** from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by YouTestMe hereunder.

## 2.2 Changes

### 2.2.1

If the **CLIENT NAME** makes a Change to the Services, then the **CLIENT NAME** shall issue a Change Order to the YouTestMe as a written request sent using electronic mail.

### 2.2.2

The **CLIENT NAME** Representative may at any time give the YouTestMe a written request (a "**Contemplated Change Order**") to provide a Quotation for a specified Change that the **CLIENT NAME** is considering.

### 2.2.3

If the **CLIENT NAME** Representative gives the YouTestMe a Contemplated Change Order, then the YouTestMe shall, as part of the Services, respond as promptly as possible with a written price quotation (a "**Quotation**"). Any Quotation submitted by the YouTestMe for a Change or a Contemplated Change Order shall, unless expressly stated otherwise in the Quotation, be interpreted to represent the total adjustment to the Fees (excluding GST) owing on account for the Services contemplated by the Quotation and for certainty shall be interpreted to include compensation on account of all related costs, including but not limited to all direct, indirect, or impact, head office, overhead, and all other costs, and all markups and profits, even if the Quotation does not specifically mention such items.

### 2.2.4

Based on the Quotation described in Section 2.2.3, the **CLIENT NAME** Representative may at any time, by way of a Change Order, direct the YouTestMe to proceed with a Change and the YouTestMe shall comply with such direction.

### 2.2.5

The YouTestMe shall not proceed with any Services that the YouTestMe intends or expects to be treated as a Change without receiving a written Change Order.

### 2.2.6

If for any reason the YouTestMe proceeds with Services that the YouTestMe intends to claim as a Change before a written Change Order is issued, then verbal approval must have been received and a written Change Order pending. The YouTestMe shall maintain daily records, and submit them before the end of the next day to the **CLIENT NAME** Representative for certification. Notwithstanding any other provision of this Agreement, no payment shall be owing to the YouTestMe on account of any claimed Change if the YouTestMe fails to maintain and submit such records. However, the mere maintenance and submission of such daily records shall not create an entitlement for the YouTestMe to receive payment for the claimed Change and the YouTestMe's right to receive payment shall be as otherwise provided by in this Agreement.

### 2.2.7

The YouTestMe shall not be entitled to rely on any oral representation (except in an emergency), site meeting discussion, site meeting minutes or other communication as approval that any Services are a Change. The YouTestMe shall strictly comply with the requirements of this section.

### 2.2.8

In an emergency, when it is impractical to delay the Services until the written authorization is issued, the **CLIENT NAME** Representative may issue an oral direction which the YouTestMe shall follow. In such event, the **CLIENT NAME** Representative shall issue a confirming Change Order at the first opportunity.

### 2.2.9

If the YouTestMe eliminates any functionality of any of the Services provided under this Agreement and subsequently offers that functionality in other or new products (whether directly or indirectly through agreement with a Third-Party), then the portion of those other or new products that contain the functions in question, or the entire product if the functions cannot be separated out, shall be provided to the **CLIENT NAME** at no additional charge and under the terms of this Agreement, including technical support. If the YouTestMe incorporates the functionality of the Services provided under this Agreement into a newer product and continues to offer both products, the **CLIENT NAME** may, in its sole discretion, exercise the option to upgrade to the newer product at no additional cost.

## 2.3 Standard of Care

### 2.3.1

The YouTestMe will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the **CLIENT NAME** is relying on the YouTestMe's experience and expertise. The YouTestMe represents that it has the expertise, qualifications, resources and relevant experience to provide



the Services. The YouTestMe represents and warrants that the Services will be performed in a professional manner consistent with industry standards reasonably applicable to such Services.

## 2.4 Documentation

### 2.4.1

Documentation shall mean, collectively:

- a) this Agreement including any amendment thereto;
- b) all materials published or otherwise made available to **CLIENT NAME** by the YouTestMe that relate to the functional, operational and/or performance capabilities of the Services;
- c) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by the YouTestMe that describe the functional, operational and/or performance capabilities of the Services;
- d) the results of any presentations or tests provided by the YouTestMe to the **CLIENT NAME**; and
- e) any requests for information and/or requests for proposals and/or requests for quotations (or documents of similar effect) issued by the **CLIENT NAME**, and the responses thereto from the YouTestMe, and any document which purports to update or revise any of the foregoing.

### 2.4.2

In the event of the conflict or inconsistency among the foregoing, the order of priority to resolve such conflict or inconsistency is as follows:

- a) firstly, any written amendments to this Agreement mutually agreed upon by the parties;
- b) secondly, this Agreement;
- c) thirdly, the items described in subsection 2.4.1(b);
- d) fourthly, the items described in subsection 2.4.1(c);
- e) fifthly, the items described in subsection 2.4.1(d); and
- f) sixthly, the items described in subsection 2.4.1(e).

## 2.5 Marks

### 2.5.1

Marks shall mean the trademarks and/or trade names of YouTestMe as licensed to **CLIENT NAME** hereunder.

## 2.6 Hosting Service Levels

### 2.6.1

The YouTestMe covenants and agrees to continue performing the Services after the Go-Live Date in accordance with this Agreement and in particular the Service Levels as set forth in Appendix 6.

### 2.6.2

The YouTestMe shall provide the **CLIENT NAME** with incident reports regarding any unavailability of the Services that the YouTestMe becomes aware of.

### 2.6.3

The YouTestMe shall provide technical support and maintenance as described in Appendix 11.

## 2.7 Training

### 2.7.1

The YouTestMe shall provide a training plan as described in the Appendix 7.

### 2.7.2

The **CLIENT NAME** reserves the right to video and/or audio tape any and all training sessions, whether held at the **CLIENT NAME** or the YouTestMe's site, or via teleconference. Use of such training tapes shall be strictly for **CLIENT NAME** staff training purposes and such training tapes may not be posted on any social media or otherwise made available to anyone other than **CLIENT NAME** staff.

## 2.8 Warranties, Representations and Covenants

### 2.8.1

The YouTestMe represents and warrants that the Services provided to the **CLIENT NAME** under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation.

### 2.8.2

The YouTestMe represents, warrants and agrees that the Services do not contain and **CLIENT NAME** will not receive from the YouTestMe any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any **CLIENT NAME** system or **CLIENT NAME** Data (a "**Disabling Code**").

### 2.8.3

In the event a Disabling Code is identified, YouTestMe shall take all steps necessary, at no additional cost to **CLIENT NAME**, to:

- a) restore and/or reconstruct any and all **CLIENT NAME** Data lost by the **CLIENT NAME** as a result of Disabling Code;
- b) furnish to **CLIENT NAME** a corrected version of the Services without the presence of the Disabling Code; and
- c) as needed, re-implement the Services at no additional cost to the **CLIENT NAME**.

#### 2.8.4

The YouTestMe represents, warrants and agrees that:

- a) the YouTestMe has all intellectual property rights necessary to provide the Services to the **CLIENT NAME** in accordance with the terms of this Agreement;
- b) the YouTestMe is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and has secured all necessary licenses, consents, and authorizations with respect to the use of these underlying elements;
- c) the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third-Party; and
- d) there is currently no actual or threatened suit against the YouTestMe by any Third-Party based on an alleged violation of such right.

#### 2.8.5

Each party represents and warrants that it has the right to enter into this Agreement. The YouTestMe represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. The YouTestMe represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. The YouTestMe represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services.

#### 2.8.6

The YouTestMe will assign to the **CLIENT NAME** all Third-Party warranties and indemnities that the YouTestMe receives in connection with any Services provided to the **CLIENT NAME**. To the extent that the YouTestMe is not permitted to assign any warranties or indemnities through to the **CLIENT NAME**, the YouTestMe agrees to specifically identify and enforce those warranties and indemnities on behalf of the **CLIENT NAME** to the extent the YouTestMe is permitted to do so under the terms of the applicable Third-Party agreements.

#### 2.8.7

The YouTestMe represents and warrants to the **CLIENT NAME** that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight savings time changes. The YouTestMe must repair any date/time change defects at the YouTestMe's own expense.

#### 2.8.8

The YouTestMe warrants that all resolution and response times as described in Appendix 11 shall be adhered to.

### 2.8.9

The YouTestMe shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, and all Services furnished by or on behalf of the YouTestMe under this Agreement. The YouTestMe, without additional compensation, shall correct or revise any errors or omissions in the Services immediately upon notification by the **CLIENT NAME**. The obligation provided for in this section with respect to any acts or omissions during the Term of this Agreement shall survive any termination or expiration of this Agreement and shall be in addition to all other obligations and liabilities of the YouTestMe

### 2.8.10

The warranties set forth in Section 2.8 are in lieu of all other warranties, express or implied, with regard to the Services pursuant to this Agreement, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose and shall survive the expiration or termination of this Agreement.

## 2.9 Software Upgrades and Enhancements

### 2.9.1

The YouTestMe shall supply:

- a) at no additional cost updated versions of the software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers;
- b) at no additional cost interface softwares that are developed by the YouTestMe for interfacing the Services to other software products; and
- c) at no additional cost, updated versions of the Services, that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Services supplied to the **CLIENT NAME**.

### 2.9.2

The YouTestMe shall maintain any and all Third-Party software products at their most current version and at no additional charge. However, the YouTestMe shall not maintain any Third-Party software versions, including one version back, if any such version would prevent the **CLIENT NAME** from using any functions, in whole or in part, or would cause deficiencies in the system. If implementation of an upgrade to a Third-Party software product requires additional personnel, the **CLIENT NAME** and the YouTestMe shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, any additional charges to be paid by the **CLIENT NAME** for such upgrade. Any additional costs that are charged by a Third-Party software manufacturer for an upgrade to a Third-Party software product that is not covered by such product's maintenance agreement shall be charged to and paid for by the YouTestMe

## 2.10 Enhancements

### 2.10.1

The YouTestMe shall provide the **CLIENT NAME** with all Enhancements and associated Documentation that are provided as general releases of the software, in whole or in part, as part of the Services. Such

Documentation shall be adequate to inform the **CLIENT NAME** of the problems resolved including any significant differences resulting from the release which are known by the YouTestMe. The YouTestMe warrants that each such Enhancement general release shall be tested and perform according to the specifications. The YouTestMe agrees to correct corrupted **CLIENT NAME** Data that may result from any system deficiency introduced by the Enhancement at no cost to the **CLIENT NAME**. Enhancements to correct any deficiency shall be provided to the **CLIENT NAME** at no additional cost and without the need for a Change Order.

## 2.11 Performance Reporting

### 2.11.1

As part of the Services and at no additional cost to the **CLIENT NAME**, the YouTestMe will upon request by the **CLIENT NAME**, but no more frequently than on a quarterly basis during the Term, effective as of the Go-Live Date, submit to the **CLIENT NAME** a performance report (each, a "**Performance Report**"). Each Performance Report will describe in detail the effectiveness of the Services in meeting the **CLIENT NAME**'s requirements during the previous month, and in particular will address the following topics:

- a) the extent to which the **CLIENT NAME**'s minimum requirements for the Services as set out in this Agreement were met;
- b) if any minimum requirements were not met, a description of requirements that were not met and steps the YouTestMe took to remedy such failures;
- c) any other failures of the Services, including system unavailability, software errors, bugs, etc., including a description of the failure and steps the YouTestMe took to remedy such failure;
- d) any proposed improvements or upgrades to the Services to be implemented in the next following month; and
- e) such other performance measures as the **CLIENT NAME** may reasonably request.

### 2.11.2

The **CLIENT NAME** will use the Performance Reports to assist the **CLIENT NAME** in determining whether the Services are suitable for any Services Expansion.

## 2.12 Optional Expansion of Services

### 2.12.1

The **CLIENT NAME** may, in its sole and absolute discretion, at any time after the first three (3) months of the Term, upon written notice direct the YouTestMe to expand the Services to include such additional **CLIENT NAME** departments, facilities or entities as the **CLIENT NAME** may determine at its election (a "**Services Expansion**"). The following will apply with respect to any Services Expansion:

- a) the **CLIENT NAME** and the YouTestMe will, acting reasonably, promptly enter into an amendment to this Agreement which will include any additional or amended terms as may be required to implement the Services Expansion; and
- b) the YouTestMe will be entitled to additional compensation for the performance of the additional services required for the Services Expansion, which will be determined on the basis of the Fees.

### 2.12.2

For certainty, the **CLIENT NAME** will not be obligated to issue any Services Expansion under this Agreement, and unless and until any Services Expansion is issued, the YouTestMe will only be entitled to perform the Services as described in this Agreement.

## 3 TIME

### 3.1

Time is of the essence.

## 4 TERM

### 4.1

The term of this Agreement shall commence on the Commencement Date and finish **NUMBER OF YEARS** later (the “**Initial Term**”), unless renewed or terminated earlier in accordance with this Agreement. The YouTestMe covenants and agrees to provide the Services throughout the Term unless terminated as provided herein.

### 4.2

The **CLIENT NAME** shall have the option, subject to having obtained all necessary approvals, to renew this Agreement for a further period of two (2) years (the “**First Renewal Term**”) by giving written notice to the YouTestMe at any time prior to one hundred and eighty (180) days before the end of the Initial Term.

The **CLIENT NAME** shall have the option, subject to having obtained all necessary approvals, to renew this Agreement for a further term two (2) years (the “**Second Renewal Term**”) by giving written notice to the YouTestMe at any time prior to one hundred and eighty (180) days before the end of the First Renewal Term.

#### 4.2.1

With respect to the renewals contemplated in Section 4.2, the YouTestMe shall provide the **CLIENT NAME** with written notice of the approaching deadline no earlier than two hundred and ten (210) days before the end of the then-current Term. If the YouTestMe fails to provide the **CLIENT NAME** with notice in accordance with this Section, the **CLIENT NAME** may renew the Agreement, subject to having obtained all necessary approvals, by giving written notice at any time during the one hundred and eighty (180) days immediately before the end of the then-current Term.

## 5 PERSONNEL

### 5.1 Personnel

#### 5.1.1

The YouTestMe agrees at all times to maintain an adequate staff of experienced and qualified employees, agents or personnel for efficient performance under this Agreement. The YouTestMe agrees that, at all times, the employees, agents or personnel of the YouTestMe furnishing or performing any Services shall do so in a proper, workmanlike, and dignified manner.

#### 5.1.2

The YouTestMe agrees that all persons working for or on behalf of the YouTestMe whose duties bring them upon the **CLIENT NAME**'s premises shall obey the rules and regulations that are established by the **CLIENT NAME** and shall comply with the reasonable directions of the **CLIENT NAME**'s officers. The **CLIENT NAME** may, at any time, require the removal and replacement of any of the YouTestMe's employees, agents or personnel for good cause.

#### 5.1.3

The YouTestMe shall be responsible for the acts of its employees, agents or personnel while on the **CLIENT NAME**'s premises. Accordingly, the YouTestMe agrees to take all necessary measures to prevent injury and loss to persons or property located on the **CLIENT NAME**'s premises. The YouTestMe shall be responsible for all damages to persons or property caused by the YouTestMe or any of its employees, agents or personnel. The YouTestMe shall promptly repair, to the specifications of the **CLIENT NAME**, any damage that it, or its employees, agents or personnel may cause to the **CLIENT NAME**'s premises or equipment or if the YouTestMe fails to do so, the **CLIENT NAME** may repair such damage and the YouTestMe shall reimburse the **CLIENT NAME** promptly for the cost of such repair.

#### 5.1.4

The YouTestMe agrees that, in the event of an accident of any kind, the YouTestMe will immediately notify the **CLIENT NAME** Representative and thereafter, if requested, furnish a full written report of such accident.

#### 5.1.5

The YouTestMe shall perform the Services without interfering in any way with the activities of the **CLIENT NAME**'s staff or visitors.

#### 5.1.6

The YouTestMe and its employees or agents shall have the right to use only those facilities of the **CLIENT NAME** that are necessary to perform the Services and shall have no right to access any other facilities of the **CLIENT NAME**. The **CLIENT NAME** shall also extend parking privileges to properly identified members of the YouTestMe's full-time staff on the same basis as they are extended to **CLIENT NAME** staff.

### 5.1.7

The **CLIENT NAME** shall have no responsibility for the loss, theft, disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of the YouTestMe or its employees, agents, personnel, sub-contractors, or material-men.

## 5.2 Sub-YouTestMe's and Assignment

### 5.2.1

The YouTestMe will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the **CLIENT NAME**, which approval may be reasonably withheld by the **CLIENT NAME**, and any attempt to do so shall be void and without further effect.

### 5.2.2

The YouTestMe shall identify all of its strategic business partners related to the Services provided under this Agreement, including but not limited to all sub-YouTestMe's or other entities or individuals who may be a party to a joint venture or similar agreement with the YouTestMe, and who shall be involved in any application development and/or operations.

## 5.3 Agreements with Sub-Contractors

### 5.3.1

The YouTestMe will preserve and protect the rights of the **CLIENT NAME** with respect to any Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the **CLIENT NAME** under this Agreement. The YouTestMe will be as fully responsible to the **CLIENT NAME** for acts and omissions of sub-contractors and of persons directly or indirectly retained by them as for acts and omissions of persons directly retained by the YouTestMe

## 5.4 Separation of Duties and Non-Disclosure

### 5.4.1

The YouTestMe shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of **CLIENT NAME** Data to that which is absolutely necessary to perform job duties.

## 5.5 Right to Remove Personnel

### 5.5.1

The **CLIENT NAME** shall have the right at any time to require that the YouTestMe remove from interaction with the **CLIENT NAME** any employee, agent or personnel who the **CLIENT NAME** believes is detrimental to its working relationship with the YouTestMe. The **CLIENT NAME** shall provide the YouTestMe with notice of



its determination, and the reasons it requests the removal. If the **CLIENT NAME** specifies that a potential security violation exists with respect to the request, the YouTestMe shall immediately remove such individual. The YouTestMe shall not assign the person to any aspect of this Agreement without the **CLIENT NAME**'s consent.

## 6 LIMITED AUTHORITY

### 6.1 Agent of **CLIENT NAME**

#### 6.1.1

The YouTestMe is not and this Agreement does not render the YouTestMe an agent or employee of the **CLIENT NAME**, and without limiting the above, the YouTestMe does not have authority to enter into any contract or reach any agreement on behalf of the **CLIENT NAME**, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Services. The YouTestMe will make such lack of authority clear to all persons with whom the YouTestMe deals in the course of providing the Services.

### 6.2 Independent YouTestMe

#### 6.2.1

The YouTestMe is an independent YouTestMe This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The **CLIENT NAME** will not control or direct the details, means or process by which the YouTestMe performs the Services. The YouTestMe will determine the number of days and hours of work required to properly and completely perform the Services. The YouTestMe is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. The YouTestMe will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees, agents or personnel.

## 7 FEES AND PAYMENT

### 7.1 Fees

#### 7.1.1

The **CLIENT NAME** will pay to the YouTestMe the Fees in accordance with the Appendix 2 of this Agreement.

### 7.2 Payment – Services

#### 7.2.1

In accordance with the provisions set out in Appendix 2 including the time of payments, the YouTestMe shall prepare an Invoice for all Fees as follows:

- a) The YouTestMe will submit an invoice (the "Invoice") to the **CLIENT NAME** requesting payment of the Fees relating to the Services or Additional Work provided in the previous month including any subscription or license costs, and including the following information:
  - an invoice number;
  - the YouTestMe's name, address and telephone number;
  - the **CLIENT NAME**'s reference number for the Services, PO # \_\_\_\_\_;
  - description and date(s) of the Services;
  - YouTestMe's price per hour for each item, multiplied by the number of hours used of each item, and total for each item;
  - taxes (if any);
  - other applicable charges (if any);
  - payment terms including any available prompt payment discounts;
  - grand total of the Invoice; and
  - YouTestMe's representative Name, Title, Location and Department.
- b) if the **CLIENT NAME** reasonably determines that any portion of an Invoice is not payable due to an error, then the **CLIENT NAME** will so advise the YouTestMe;
- c) all Fees are payable in Canadian dollars; and
- d) no interest will be payable on any overdue accounts.

## 7.3 Payment – Additional Work

### 7.3.1

The **CLIENT NAME** shall pay the costs for any Additional Work on a time and material basis, as described in Appendix 5.

## 7.4 Invoicing

### 7.4.1

Invoices will be submitted by the YouTestMe to: [sales@youtestme.com](mailto:sales@youtestme.com).

Name: YouTestMe YouTestMe  
Address: 38 Grand Magazine Street, Suite TH1, Toronto, Ontario, M5V 0B1  
Canada

### 7.4.2

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the YouTestMe. The **CLIENT NAME** will not compensate the YouTestMe for any costs incurred for Invoice preparation. The **CLIENT NAME** may request, in writing, changes to the content and format of the Invoice and supporting documentation at any time. The **CLIENT NAME** reserves the right to request additional supporting documentation to substantiate costs at any time.

## 7.5 Records

### 7.5.1

The YouTestMe will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the **CLIENT NAME**, the YouTestMe will make the records available open to audit examination by the **CLIENT NAME** at any time during regular business hours during the time the YouTestMe is providing the Services and for a period of six (6) years after the Services are complete.

## 8 **CLIENT NAME** RESPONSIBILITIES

### 8.1 **CLIENT NAME** Information

#### 8.1.1

The **CLIENT NAME** will, in co-operation with the YouTestMe, make efforts to make available to the YouTestMe information which the **CLIENT NAME** has in its files that relate to the delivery of the Services. The YouTestMe will review any such material upon which the YouTestMe intends to rely and take reasonable steps to determine if that information is complete or accurate. The YouTestMe will assume all risks that the information is complete and accurate and the YouTestMe will advise the **CLIENT NAME** in writing if in the YouTestMe's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

### 8.2 **CLIENT NAME** Decisions

#### 8.2.1

The **CLIENT NAME** will in a timely manner make all decisions required under this Agreement, examine documents submitted by the YouTestMe and respond to all requests for approval made by the YouTestMe pursuant to this Agreement.

## 9 INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

### 9.1

The YouTestMe shall indemnify, defend and hold the **CLIENT NAME** harmless from any and all actions, proceedings, or claims of any type brought against the **CLIENT NAME** alleging that the Services and/or Documentation or the **CLIENT NAME**'s use of the Services and/or Documentation constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third-Party. The YouTestMe agrees to defend against, and hold the **CLIENT NAME** harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. The **CLIENT NAME** shall, after receiving notice of a claim, advise the YouTestMe of it. The

**CLIENT NAME**'s failure to give the YouTestMe timely notification of said claim shall not affect the YouTestMe's indemnification obligation unless such failure materially prejudices the YouTestMe's ability to defend the claim. The **CLIENT NAME** reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.

Furthermore, YouTestMe's liability and obligation to pay the **CLIENT NAME** with respect to indemnity arising out of a breach of this Agreement shall be limited to the value of the Agreement. YouTestMe's liability and indemnity to Third Parties arising out of the operations of the YouTestMe shall be limited to the amount of insurance available.

## 9.2

If the Services and/or Documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third-Party, or if it is adjudicated by a court of competent jurisdiction that the Services and/or Documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third-Party, and the **CLIENT NAME**'s use of the Services and/or Documentation, or any part of it, is enjoined or interfered with in any manner, the YouTestMe shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either:

- a) procure for the **CLIENT NAME** the right to continue using the Services and/or Documentation free of any liability for infringement or violation;
- b) modify the Services and/or Documentation, or parts thereof, with non-infringing Services and/or Documentation of equivalent or better functionality that is reasonably satisfactory to the **CLIENT NAME**; or
- c) replace the Services and/or Documentation, or parts thereof, with non-infringing Services and/or Documentation of equivalent or better functionality that is reasonably satisfactory to the **CLIENT NAME**.

The YouTestMe shall have no obligation to indemnify the **CLIENT NAME** for a claim if:

- a) the **CLIENT NAME** uses the Services in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or
- b) the **CLIENT NAME**'s use of the Services in combination with any product or system not authorized, approved or recommended by the YouTestMe and such combination is the cause of the infringement or misappropriation.

## 9.3

No limitation of liability set forth elsewhere in this Agreement is applicable to the intellectual property infringement indemnification set forth herein.

## 10 INSURANCE AND DAMAGES

### 10.1 Indemnity

#### 10.1.1

The YouTestMe will indemnify and save harmless the **CLIENT NAME** and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non performance by the YouTestMe of any obligation of this Agreement, or any wrongful or negligent act or omission of the YouTestMe or any employee, agent or personnel of the YouTestMe

### 10.2 Survival of Indemnity

#### 10.2.1

The indemnity described in Section 10.1.1 and will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

### 10.3 Limitation of Liability

#### 10.3.1

Neither party will be liable to the other for any indirect, incidental, special or consequential damages of any kind whatsoever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to **CLIENT NAME** Data, loss of profits or of contracts, loss of business and loss of goodwill or anticipated savings, even if the party has been notified of the possibility thereof or could have foreseen such claims. The entire and aggregate liability of each party to the other party for direct damages from any cause whatsoever, and regardless of the form of action or the cause of action, whether in contract (except in respect of Fees unpaid to the YouTestMe) or in tort (including negligence), strict liability, breach of a fundamental term, fundamental breach or otherwise in connection with this Agreement, shall not exceed in aggregate the total value of the Services as defined in Appendix 2.

### 10.4 YouTestMe's Insurance Policies

#### 10.4.1

The YouTestMe will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the **CLIENT NAME** from insurers licensed to conduct business in Canada:

- a) cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by “SaaS provider”, its agents, sub- contractors, or employees, arising out of the performance of this Agreement with a minimum combined single and aggregate limit of at least three million (\$3,000,000) dollars per occurrence. The policy coverage shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks.

## 10.5 Insurance Requirements

### 10.5.1

The YouTestMe will provide the **CLIENT NAME** with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the **CLIENT NAME**. The insurer will endeavor to provide the **CLIENT NAME** with thirty (30) days advance written notice of cancellation. The YouTestMe will be responsible for deductible amounts under the insurance policies. All of the YouTestMe’s insurance policies will be primary and not require the sharing of any loss by the **CLIENT NAME** or any insurer of the **CLIENT NAME**.

## 10.6 YouTestMe’s Responsibilities

### 10.6.1

The YouTestMe acknowledges that any requirements by the **CLIENT NAME** as to the amount of coverage under any policy of insurance will not constitute a representation by the **CLIENT NAME** that the amount required is adequate and the YouTestMe acknowledges and agrees that the YouTestMe is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the YouTestMe from responsibility for any amounts which may exceed these limits, for which the YouTestMe may be legally liable.

## 10.7 Additional Insurance

### 10.7.1

The YouTestMe shall, at the **CLIENT NAME**’s Expense, place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the **CLIENT NAME** may reasonably direct.

## 10.8 Waiver of Subrogation

### 10.8.1

The YouTestMe hereby waives all rights of recourse against the **CLIENT NAME** for loss or damage to the YouTestMe’s property.

## 11 TERMINATION

### 11.1 By the CLIENT NAME

#### 11.1.1

The CLIENT NAME for any reason may with ninety (90) days written notice to the YouTestMe terminate this Agreement before the completion of the Term, such notice to be determined by the CLIENT NAME at its sole discretion. Upon receipt of such notice, the YouTestMe will perform no further Services other than the work which is reasonably required to complete the Services. Despite any other provision of this Agreement, if the CLIENT NAME terminates this Agreement before the completion of all the Services, the CLIENT NAME will pay to the YouTestMe all amounts owing under this Agreement for Services provided by the YouTestMe up to and including the date of termination, plus reasonable termination costs in the amount as agreed upon by the CLIENT NAME and the YouTestMe in good faith. Upon payment of such amounts no other or additional payment will be owed by the CLIENT NAME to the YouTestMe, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.

### 11.2 Termination for Cause

#### 11.2.1

The CLIENT NAME may terminate this Agreement for cause as follows:

- a) if the YouTestMe is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the CLIENT NAME may, without prejudice to any other right or remedy the CLIENT NAME may have, terminate this Agreement by giving the YouTestMe or receiver or trustee in bankruptcy written notice; or
- b) if the YouTestMe is in breach of any term or condition of this Agreement, in particular compliance with Service Levels, and such breach is not remedied to the reasonable satisfaction of the CLIENT NAME within five (5) business days after delivery of written notice from the CLIENT NAME to the YouTestMe, then the CLIENT NAME may, without prejudice to any other right or remedy the CLIENT NAME may have, terminate this Agreement by giving the YouTestMe further written notice.

#### 11.2.2

If the CLIENT NAME terminates this Agreement as provided by this Section, then the CLIENT NAME may:

- a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- b) withhold payment of any amount owing to the YouTestMe under this Agreement for the performance of the Services;
- c) set-off the total cost of completing the Services incurred by the CLIENT NAME against any amounts owing to the YouTestMe under this Agreement, and at the completion of the Services pay to the YouTestMe any balance remaining; and
- d) if the total cost to complete the Services exceeds the amount owing to the YouTestMe, charge the YouTestMe the balance, which amount the YouTestMe will forthwith pay.

## 11.3 Curing Defaults

### 11.3.1

If the **CLIENT NAME** determines that some portion of the Services has not been completed satisfactorily, the **CLIENT NAME** may require the YouTestMe to correct such Services prior to the **CLIENT NAME** making any payment without terminating this Agreement upon five (5) business days written notice to the YouTestMe. In such event, the **CLIENT NAME** will provide the YouTestMe with an explanation of the concern and the remedy that the **CLIENT NAME** expects. The **CLIENT NAME** may withhold from any payment that is otherwise due, an amount that the **CLIENT NAME** in good faith finds to be under dispute, if the YouTestMe does not provide a sufficient remedy. The **CLIENT NAME** may retain the amount equal to the cost to the **CLIENT NAME** for otherwise correcting or remedying the Services not properly completed. The parties agree to act reasonably and diligently to remedy issues.

## 12 APPLICABLE LAWS

### 12.1 Applicable Laws

#### 12.1.1

This Agreement will be governed by and construed in accordance with the laws of the **NAME OF THE STATE**. The **CLIENT NAME** and the YouTestMe accept the jurisdiction of the courts of **NAME OF THE STATE** and agree that any action under this Agreement be brought in such courts.

### 12.2 Codes and By-Laws

#### 12.2.1

The YouTestMe will provide the Services in full compliance with all applicable laws and regulations.

### 12.3 Interpretation of Laws

#### 12.3.1

The YouTestMe will, as a qualified and experienced professional, interpret laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the YouTestMe could not reasonably have verified or foreseen prior to entering into this Agreement, then the **CLIENT NAME** will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.



## 13 CLIENT NAME DATA PRIVACY

### 13.1

The YouTestMe will use CLIENT NAME Data only for the purpose of fulfilling its duties under this Agreement and for CLIENT NAME's sole benefit, and will not share such CLIENT NAME Data with or disclose it to any Third-Party without the prior written consent of CLIENT NAME or as otherwise required by law. By way of illustration and not of limitation, the YouTestMe will not use such CLIENT NAME Data for the YouTestMe's own benefit and, in particular, will not engage in "CLIENT NAME Data mining" of CLIENT NAME Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the CLIENT NAME.

### 13.2

All CLIENT NAME Data will be stored on servers located solely within Canada.

### 13.3

The YouTestMe will provide access to CLIENT NAME Data only to those YouTestMe employees, agents, personnel, YouTestMe's and sub-contractors who need to access the CLIENT NAME Data to fulfill the YouTestMe's obligations under this Agreement.

### 13.4

The YouTestMe will ensure it maintains the confidentiality, integrity and availability of CLIENT NAME Data by ensuring appropriate security controls are applied.

## 14 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

### 14.1 No Disclosure

#### 14.1.1

Except as provided for by law or otherwise by this Agreement, the YouTestMe and the CLIENT NAME will keep strictly confidential, and will not, without the prior express written consent of the YouTestMe and the CLIENT NAME, publish, release, disclose or permit to be disclosed Confidential Information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Services.

### 14.2 Return of Property and CLIENT NAME Data

The YouTestMe agrees to return to the CLIENT NAME the CLIENT NAME Data at the termination or expiration of this Agreement, upon the CLIENT NAME's written request made within thirty (30) days after such termination or expiration, as provided herein. This provision applies to all CLIENT NAME Data that is the possession of subcontractors, agents or auditors of YouTestMe. Within fifteen (15) days after the date of the CLIENT NAME's request, the YouTestMe will make available to CLIENT NAME for download a file of

**CLIENT NAME** Data in an agreed-upon machine readable (a commercially reasonable standard such as comma separated value (.csv) or extendible markup language (.xml)) format along with attachments in their native format as stored on the SaaS. Such service shall be done at no cost to the **CLIENT NAME**. Once YouTestMe has received written confirmation from **CLIENT NAME** that all **CLIENT NAME** Data has been successfully transferred to the **CLIENT NAME**, YouTestMe shall within thirty (30) days, unless legally prohibited, purge or physically destroy all **CLIENT NAME** Data from its hosted servers or files and provide **CLIENT NAME** with written certification in accordance with Section 15.7 herein.

## 15 SECURITY

### 15.1 Security

#### 15.1.1

The YouTestMe shall disclose its non-proprietary security processes and technical limitations to the **CLIENT NAME** such that adequate protection and flexibility can be attained between the **CLIENT NAME** and the YouTestMe. For example, virus checking and port sniffing – the **CLIENT NAME** and the YouTestMe shall understand each other's roles and responsibilities. The YouTestMe and the **CLIENT NAME** recognize that security responsibilities are shared. The YouTestMe is responsible for providing a secure application service and/or infrastructure within the context of the Services being provided to the **CLIENT NAME**. The **CLIENT NAME** is responsible for securing **CLIENT NAME** owned and operated infrastructure.

### 15.2 Access to **CLIENT NAME** Data, Security Logs and Reports

#### 15.2.1

The YouTestMe shall provide reports to the **CLIENT NAME** in a format agreed to by both the YouTestMe and the **CLIENT NAME**, as described in the Appendix 5.

### 15.3 Import and Export of **CLIENT NAME** Data

#### 15.3.1

The **CLIENT NAME** shall have the ability to import or export **CLIENT NAME** Data in piecemeal or in entirety at its discretion without interference from the YouTestMe. This includes the ability for the **CLIENT NAME** to import or export **CLIENT NAME** Data to/from other service providers.

### 15.4 Access to and Extraction of **CLIENT NAME** Data

#### 15.4.1

The **CLIENT NAME** shall have access to **CLIENT NAME**'s Data during the Term. The YouTestMe shall within seven (7) business days of the **CLIENT NAME**'s request, provide the **CLIENT NAME**, without any contingencies whatsoever (including but not limited to payment of any fees due to the YouTestMe), an extract of the **CLIENT NAME** Data in a mutually agreed upon machine readable format, anytime during the Term of this Agreement. Such provision of **CLIENT NAME** Data, shall be charged to the **CLIENT NAME** on a

time and materials basis, as agreed to by the parties, at the hourly rates of the YouTestMe as set out in Appendix 5 – Additional Work.

## 15.5 CLIENT NAME Data Ownership

### 15.5.1

All CLIENT NAME Data shall become and remain the property of the CLIENT NAME.

## 15.6 CLIENT NAME Data Protection

### 15.6.1

Protection of personal privacy and CLIENT NAME Data shall be an integral part of the business activities of the YouTestMe to ensure there is no inappropriate or unauthorized use of the CLIENT NAME information at any time. To this end, the YouTestMe shall safeguard the confidentiality, integrity and availability of CLIENT NAME Data and comply with the following conditions:

- a) the YouTestMe shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and CLIENT NAME Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the YouTestMe applies to its own Personal Information and CLIENT NAME Data of similar kind;
- b) without limiting the foregoing, the YouTestMe warrants that all CLIENT NAME Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) at an encryption level equivalent to or stronger than 128-bit AES encryption. Further, the YouTestMe warrants that all personal CLIENT NAME Data (data fields specified in requirements) will be encrypted while in storage at an encryption level equivalent to or stronger than 256-bit AES encryption;
- c) at no time shall any CLIENT NAME Data or processes — that either belong to or are intended for the use of the CLIENT NAME or its officers, agents or employees — be copied, disclosed or retained by the YouTestMe or any party related to the YouTestMe for subsequent use in any transaction that does not include the CLIENT NAME;
- d) the YouTestMe shall not use any information collected in connection with the service issued from this Agreement for any purpose other than fulfilling the Service;
- e) all facilities used to store and process CLIENT NAME Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure such CLIENT NAME Data from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure the YouTestMe's own CLIENT NAME Data of a similar type, and in no event less than reasonable in view of the type and nature of the CLIENT NAME Data involved; and
- f) the YouTestMe shall at all times use industry-standard and up-to-date security controls, technologies and procedures including, but not limited to firewalls, strong authentication, anti-malware protections, intrusion detection and prevention, regular patch management and

vulnerability scanning, security event logging and reporting, and transport and storage encryption in providing the Services under this Agreement.

#### 15.6.2

Prior to the "Go-Live Date" the YouTestMe will at its expense conduct or have conducted the requirements in subsection 15.6.2(c). The CLIENT NAME can send the written request to the YouTestMe, no less than 7 business days prior to the "Go-Live Date", requesting from the YouTestMe to conduct the requirements in subsections 15.6.2(a) and (b) at the CLIENT NAME's expense. The YouTestMe will conduct the requirements in subsections 15.6.2 (a) and (b) upon the payment of the expenses by the CLIENT NAME and prior to the "Go-Live Date". The CLIENT NAME can send the written request to the YouTestMe, requesting from the YouTestMe to conduct the requirements in subsections 15.6.2(a), (b) and (c) and thereafter at the CLIENT NAME's expense at any time after the "Go-Live Date". The YouTestMe will at its expense conduct the requirements in subsection 15.6.2(c) at least once per year, and immediately after any actual or reasonably suspected CLIENT NAME Data Breach:

- a) audit of the YouTestMe's security policies, procedures and controls;
- b) a vulnerability scan, performed by a CLIENT NAME-approved Third-Party, of the YouTestMe's systems and facilities that are used in any way to deliver Services under this Agreement; and
- c) a formal penetration test, performed by a process and qualified personnel of the YouTestMe's systems and facilities that are used in any way to deliver Services under this Agreement.

#### 15.6.3

Any time during the Term, if the YouTestMe intends to use CLIENT NAME Data facilities of a different hosting service provider for storing the CLIENT NAME Data, the YouTestMe shall provide at least thirty (30) days prior written notice of its intention to the CLIENT NAME with proof in writing of the new hosting service provider meeting the requirements of being certified under ISO 27017 (or standards that succeed them, and which are acknowledged by both parties as equally or more effective). For greater clarity, failing to do so would result in a substantial breach of the Agreement.

#### 15.6.4

The YouTestMe will provide the CLIENT NAME with a summary of the reports or other documentation resulting from the above audits, certifications, scans and tests in subsections 15.6.1(a), 15.6.2(b) and 15.6.2(c) within seven (7) business days of the YouTestMe's receipt of a request from the CLIENT NAME.

#### 15.6.5

Based on the results of the above audits, certifications, scans and tests, the YouTestMe will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and upon request provide the CLIENT NAME with written evidence of remediation, based on the results of the above audits, certifications, scans and tests, the YouTestMe will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and upon request provide the CLIENT NAME with written evidence of remediation, provided that to the extent that completing such modifications to its security measures is not practicable within thirty (30) calendar days, the YouTestMe will have commenced such

modifications within thirty (30) calendar days and will thereafter diligently pursue the implementation until completion within one hundred and eighty (180) days.

#### 15.6.6

The **CLIENT NAME** may require, at its expense, that the YouTestMe perform additional audits and tests, and the YouTestMe will use commercially reasonable efforts, taking into consideration the availability of its resources, to accommodate such request. Any audit or test request by the **CLIENT NAME** needs to be coordinated with the YouTestMe and will be performed only on a mutually agreed basis including the timeline for the audit or test. When performed, the results of any such audit or test will be provided to the **CLIENT NAME** within seven (7) business days of the YouTestMe's receipt of such results. The **CLIENT NAME** shall reimburse the YouTestMe for all its reasonable out of pocket expenses in connection with such audit or test, including the cost of the YouTestMe staff used for such audit.

### 15.7 **CLIENT NAME** Data Destruction

#### 15.7.1

The YouTestMe acknowledges and agrees that, at the **CLIENT NAME**'s expense, upon termination or expiry of this Agreement, or at any time during the term of this Agreement at the **CLIENT NAME**'s request, all **CLIENT NAME** Data in the possession of the YouTestMe shall be destroyed using a "Purge" or "Destroy" method, such that ensures that **CLIENT NAME** Data recovery is infeasible.

#### 15.7.2

The YouTestMe must provide the **CLIENT NAME** with a backup of all **CLIENT NAME** Data prior to performing **CLIENT NAME** Data destruction unless otherwise instructed by the **CLIENT NAME** in writing. The YouTestMe must receive confirmation from the **CLIENT NAME** that all **CLIENT NAME** Data to be destroyed has been received.

#### 15.7.3

The YouTestMe agrees to provide a "Certificate of Sanitization/Disposition" within a reasonable period forty-five (45) days or earlier of performing destruction of **CLIENT NAME** Data for each piece of media that has been sanitized which includes, at a minimum, the following information:

- a) type of media sanitized;
- b) description of sanitization process and method used;
- c) tool used for sanitization;
- d) verification method;
- e) date of sanitization; and
- f) signature of YouTestMe

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## 16 SECURITY INCIDENT OR CLIENT NAME DATA BREACH RESPONSE

### 16.1

When either a Security Incident or a CLIENT NAME Data Breach is suspected, investigation is required to commence without delay. If the YouTestMe becomes aware of a suspected Security Incident or suspected CLIENT NAME Data Breach, the YouTestMe will inform the CLIENT NAME Clerk immediately (unless a CLIENT NAME Data Breach is conclusively ruled out, in which case notification must be within 24 hours) by contacting the CLIENT NAME's 24x7 IT on-call staff at PHONE NUMBER and selecting the option for critical services.

### 16.2

If a CLIENT NAME Data Breach is confirmed, immediate remedial action is required, the YouTestMe must notify the CLIENT NAME Clerk immediately by contacting the CLIENT NAME's 24x7 IT on-call staff as described above.

### 16.3

Immediately upon becoming aware of any suspected Security Incident, the YouTestMe shall fully investigate the Security's Incident's circumstances, extent and causes. The YouTestMe must then report the results to CLIENT NAME Clerk and continue to keep CLIENT NAME Clerk informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.

### 16.4

Oral reports by the YouTestMe regarding Security Incidents and CLIENT NAME Data Breaches will be reduced to writing and supplied to the CLIENT NAME Clerk as soon as reasonably practicable, but in no event more than forty-eight (48) hours after the oral report.

### 16.5

For any confirmed Security Incident, the YouTestMe's report discussed herein shall identify:

- a) the nature of the incident;
- b) the cause or suspected cause of the incident;
- c) what the YouTestMe has done or shall do to mitigate the incident; and
- d) what corrective action the YouTestMe has taken or shall take to prevent future similar incidents.

### 16.6

For an actual or suspected CLIENT NAME Data Breach, the YouTestMe's report discussed herein shall identify:

- a) the nature of the unauthorized use or disclosure;
- b) the CLIENT NAME Data used or disclosed;
- c) who made the unauthorized use or received the unauthorized disclosure (if known);

- d) what the YouTestMe has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- e) what corrective action the YouTestMe has taken or shall take to prevent future similar unauthorized use or disclosure.

## 16.7

The YouTestMe, shall cooperate fully with the **CLIENT NAME**'s investigation of and response to any **CLIENT NAME** Data Breach, including allowing the **CLIENT NAME** to participate as is legally permissible in the breach investigation.

## 16.8

The YouTestMe will not provide notice of the **CLIENT NAME** Data Breach directly to the persons whose **CLIENT NAME** Data were involved, regulatory agencies, or other entities, without prior written permission from the **CLIENT NAME**.

# 17 INTELLECTUAL PROPERTY RIGHTS

## 17.1

Intellectual property is owned by the applicable content owner and, except as expressly set out herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's intellectual property. For greater certainty:

- a) the **CLIENT NAME** acknowledges that the YouTestMe retains all right, title and interest in the YouTestMe's intellectual property. The **CLIENT NAME** acknowledges that it does not, by virtue of receiving a license to use the YouTestMe's intellectual property, acquire any proprietary rights therein, other than the limited rights granted in this Agreement. The YouTestMe warrants that it is the sole owner of its intellectual property; and
- b) the YouTestMe acknowledges that the **CLIENT NAME** retains all right, title and interest in the **CLIENT NAME**'s intellectual property. The YouTestMe acknowledges that it does not, by virtue of receiving a license to use the **CLIENT NAME**'s intellectual property in order to customize the intellectual property, acquire any proprietary right to the **CLIENT NAME**'s intellectual property, other than the limited rights granted under this Agreement. The **CLIENT NAME** warrants that it owns the **CLIENT NAME**'s intellectual property that it provides to the YouTestMe for the purpose of customizing the intellectual property.

## 17.2

Neither party may transfer or assign its rights and obligations under this Agreement without first obtaining the other party's prior written consent.

### 17.3

Upon termination or expiry of this Agreement, the YouTestMe shall remove the **CLIENT NAME**'s intellectual property from the software.

## 18 PROTECTION OF PERSONAL INFORMATION

### 18.1

Refer to Appendices 8 and 1-A (item R62).

## 19 RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR **CLIENT NAME DATA**

### 19.1

Except as otherwise expressly prohibited by law, the YouTestMe will:

- a) if required by a court of competent jurisdiction or an administrative body to disclose **CLIENT NAME** Data, the YouTestMe will notify the **CLIENT NAME** in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
- b) consult with the **CLIENT NAME** regarding its response;
- c) cooperate with the **CLIENT NAME**'s reasonable requests in connection with efforts by the **CLIENT NAME** to intervene and quash or modify the legal order, demand or request; and
- d) upon the **CLIENT NAME**'s request, provide the **CLIENT NAME** with a copy of its response.

### 19.2

If the **CLIENT NAME** receives a subpoena, warrant, or other legal order, demand or request seeking **CLIENT NAME** Data maintained by the YouTestMe, the **CLIENT NAME** will promptly provide a copy to the YouTestMe. The YouTestMe will supply the **CLIENT NAME** with copies of **CLIENT NAME** Data required for the **CLIENT NAME** to respond within two (2) business days after receipt of copy from the **CLIENT NAME**, and will cooperate with the **CLIENT NAME**'s reasonable requests in connection with its response.

## 20 **CLIENT NAME** DATA RETENTION AND DISPOSAL

### 20.1

The **CLIENT NAME** records fall under the **CLIENT NAME**'s retention policies, not the Malloc incs. The Corporate Records program is governed by the Corporate Records By-law, 2010, No. 17002, as amended.



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## 21 CLIENT NAME DATA TRANSFER UPON TERMINATION OR EXPIRATION

### 21.1

Upon termination or expiration of this Agreement, the YouTestMe will ensure that all CLIENT NAME Data is securely transferred in a mutually agreed upon machine readable format to the CLIENT NAME, or a Third-Party designated by the CLIENT NAME, within ten (10) calendar days of any such event. The YouTestMe will ensure that such migration uses facilities and methods that are compatible with the relevant systems of the CLIENT NAME, and that the CLIENT NAME will have access to CLIENT NAME Data during the transition. In the event that it is not possible to transfer the aforementioned CLIENT NAME Data to the CLIENT NAME in a format that does not require proprietary software to access the CLIENT NAME Data, the YouTestMe shall provide the CLIENT NAME with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the CLIENT NAME Data.

### 21.2

Based on an agreed upon fee, the YouTestMe will provide a fully documented service description and perform and document a gap analysis by examining any differences between its Services and those to be provided by its successor.

### 21.3

The YouTestMe will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the CLIENT NAME.

### 21.4

The YouTestMe shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to the CLIENT NAME. The YouTestMe will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal downtime and effect on the CLIENT NAME, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date. Should extra services be required by the YouTestMe, it shall be done at an agreed upon fee.

## 22 INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE

### 22.1

The CLIENT NAME may suspend or terminate (or direct the YouTestMe to suspend or terminate) an end user's access to Services in accordance with the CLIENT NAME's policies. The CLIENT NAME will assume sole responsibility for any claims made by end user regarding the CLIENT NAME's suspension/termination or directive to suspend/terminate such Services.

## 22.2

The YouTestMe may suspend access to Services by the **CLIENT NAME** immediately in response to an act or omission that reasonably appears to jeopardize the security or integrity of the YouTestMe's Services or the network(s) or facilities used to provide the Services. Suspension will be to the minimum extent, and of the minimum duration, required to prevent or end the security issue. The suspension will be lifted immediately once the breach is cured. The YouTestMe may suspend access to Services by the **CLIENT NAME** in response to a material breach by the **CLIENT NAME** of any terms of use the **CLIENT NAME** has agreed to in connection with receiving the Services. The YouTestMe will immediately notify the **CLIENT NAME** of any suspension of the **CLIENT NAME** access to Services.

## 23 RIGHTS AND LICENSE IN AND TO **CLIENT NAME** DATA

### 23.1

The parties agree that as between them, all rights, in and to **CLIENT NAME** Data shall remain the exclusive property of the **CLIENT NAME**, and the YouTestMe has a limited, nonexclusive license to access and use these **CLIENT NAME** Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

### 23.2

All **CLIENT NAME** Data created and/or processed by the Services is and shall remain the property of the **CLIENT NAME** and shall in no way become attached to the Services, nor shall the YouTestMe have any rights in or to the **CLIENT NAME** Data.

### 23.3

This Agreement does not give a party any rights, implied or otherwise, to the other's Data, content, or intellectual property, except as expressly stated in the Agreement.

### 23.4

The **CLIENT NAME** retains the right to use the Services to access and retrieve **CLIENT NAME** Data stored on the YouTestMe's Services infrastructure at any time at its sole discretion.

The YouTestMe shall agree to support the **CLIENT NAME** to conduct a **CLIENT NAME** Data export annually for archiving purposes.

## 24 DISPUTE RESOLUTION

### 24.1 Dispute Resolution Procedures

#### 24.1.1

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("**Dispute**") using the dispute resolution procedures set out in this Section 24.1.1.

**a) Negotiation**

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

**b) Mediation**

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

**c) Litigation**

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## 25 JURISDICTION AND COUNCIL NON-APPROPRIATION

### 25.1

Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the **CLIENT NAME** in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

### 25.2

The YouTestMe recognizes and agrees that the **CLIENT NAME** cannot make financial commitments beyond the **CLIENT NAME**'s current fiscal year. The **CLIENT NAME** will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If the **CLIENT NAME**'s Council does not appropriate funds, or appropriates insufficient funds, the **CLIENT NAME** will notify the YouTestMe of its intention to terminate or reduce the Services so affected within 90 days after the non-appropriation becomes final. Such termination shall take effect ninety (90) days from the date of

notification, shall not constitute an event of default and shall relieve the **CLIENT NAME**, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

## 26 GENERAL

### 26.1 Entire Agreement

#### 26.1.1

This Agreement, including the Appendices and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

### 26.2 Amendment

#### 26.2.1

This Agreement may be amended only by agreement in writing, signed by both parties.

### 26.3 YouTestMe's Terms Rejected

#### 26.3.1

In the event that the YouTestMe issues an invoice, packing slip, sales receipt, or any like document to the **CLIENT NAME**, the **CLIENT NAME** accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the **CLIENT NAME**.

### 26.4 Survival of Obligations

#### 26.4.1

All of the YouTestMe's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.

### 26.5 Cumulative Remedies

#### 26.5.1

The **CLIENT NAME**'s remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the **CLIENT NAME** at law or in equity.

## 26.6 Notices

### 26.6.1

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail or email, five calendar days after posting. The addresses for delivery will be as follows:

- (a) **CLIENT NAME**  
**CLIENT ADDRESS**

Attention: [Contact Name/Position Title]  
Business Fax:  
Business E-mail:

- (b) YouTestMe  
150 King Street West, Suite 200,  
Ontario M5V 0B1 Canada

Attention: Zoran Kukoljac/CEO  
Business Fax: +1 800 752 9931 \* 101  
Business E-mail: <mailto:zoran.kukoljac@youtestme.com>

## 26.7 Unenforceability

### 26.7.1

If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

## 26.8 Headings

### 26.8.1

The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

## 26.9 Singular, Plural and Gender

### 26.9.1

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

## 26.10 Waiver

### 26.10.1

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

## 26.11 Signature

### 26.11.1

This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax or PDF email transmission.

## 26.12 Force Majeure

### 26.12.1

Neither party shall be liable to the other for failure or delay of performance hereunder due to causes beyond its reasonable control. Such delays include, but are not limited to, earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, riots, or civil disturbances. The non-performing party will promptly notify the other party in writing of an event of force majeure, the expected duration of the event, and its anticipated effect on the ability of the party to perform its obligations, and make reasonable effort to remedy the event of force majeure in a timely fashion.

### 26.12.2

The performing party may terminate or suspend its performance under this Agreement if the non-performing party fails to perform its obligations under this Agreement for more than fifteen (15) consecutive calendar days. The **CLIENT NAME**'s payment obligations shall be suspended automatically if it is denied access to the Services for more than five (5) hours in any twenty-four (24) hour period.

## 26.13 Enurement

### 26.13.1

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the **CLIENT NAME** and the YouTestMe

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

**YouTestMe**

\_\_\_\_\_  
(Signature of Authorized Signatory)

Zoran Kukoljac, CEO

**CLIENT NAME**

by its authorized signatory:

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

***APPENDICES 1 THROUGH 11 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL.***

**APPENDIX 1 – SERVICE-LEVEL AGREEMENT**

**APPENDIX 1-A – YOUTESTME KNOWLEDGE EXAMINATION REQUIREMENTS**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – KEY PERSONNEL AND SUB-MALLOC INCS**

**APPENDIX 5 – ADDITIONAL WORK**

**APPENDIX 6 – HOSTING SERVICE LEVELS**

**APPENDIX 7 – TRAINING PLAN**

**APPENDIX 8 – PRIVACY PROTECTION SCHEDULE**

**APPENDIX 9 – CONFIDENTIALITY AGREEMENT**

**APPENDIX 10 – END-USER LICENSE AGREEMENT**

**APPENDIX 11 – SUPPORT SERVICES**