

ACL Training and Consulting Services Terms

These ACL Training and Consulting Services Terms (the “**Services Terms**”) apply to the training courses and/or consulting services provided by **ACL Services Ltd.** and its affiliate and subsidiary companies (“**ACL**”), to customers (“**you**” or “**your**”) who have purchased training and/or consulting services for ACL products. These Services Terms are incorporated by reference into the Statement of Work (“**SOW**”) and/or ACL ordering document (“**Order Form**”) for the Services you have purchased.

1. Provision of Services

- 1.1 ACL will provide the training course and/or consulting services set out in the SOW and/or Order Form. Individually and collectively, the training course and consulting services are referred to as the “**Services**”. You may purchase additional Services by entering into a new SOW, Order Form, or a project change request.
- 1.2 ACL will provide the Services in accordance with accepted industry practice with the requisite skill and care that would be exercised by those who perform similar services. ACL will provide competent personnel (either ACL employees or ACL certified contractors) with sufficient skill, knowledge and training to perform the Services and will further ensure that such personnel adhere to your applicable and reasonable safety and security guidelines. ACL remains responsible for the actions of the personnel that it assigns.
- 1.3 If Services are to be performed by ACL personnel on your premises or require that ACL personnel have access to your internal systems, networks, client information or personal data, ACL will comply with your applicable information security policies and procedures of which ACL has been informed in writing; provided however, that you will not impose any requirement that would violate, or may cause ACL to violate, applicable laws in the jurisdiction where ACL is located.
- 1.4 In order for ACL to properly provide the Services, you may be required to have certain equipment, software or systems in place, or to provide ACL with certain data, as set out in the applicable SOW or as reasonably requested by ACL. You agree to use commercially reasonable efforts to comply with such requirements and to provide such other items and assistance as may reasonably be required by ACL to perform the Services. Failure to do so may cause delays in the delivery of the Services or result in additional time or charges.

2. Fees and Expenses

- 2.1 You will pay ACL the fees set out in the SOW and/or Order Form for the Services. Unless otherwise stated in the applicable Order Form or SOW, fees are due within thirty (30) days from the date of ACL’s invoice. Reasonable out-of-pocket expenses incurred by ACL to provide the Services (e.g. hotel, travel and meals) will be invoiced after they are incurred. Expenses will be invoiced at actual cost in accordance with the reasonable travel policy provided by you. ACL reserves the right to suspend Services if payment is not made by the due date.
- 2.2 Applicable taxes (excluding ACL’s income and franchise taxes) or other governmental fees and any delivery charges are additional and payable by you, and are based on the shipping address specified in the Order Form. ACL will not charge tax from which you are exempt if you are a tax exempt institution or entity and you provide the applicable tax exemption certificate. You further acknowledge that your invoicing and shipping addresses are set out in the Order Form, and these addresses may vary from the address set out in the SOW for consulting services.
- 2.3 ACL does not charge for time required to prepare for a standard training course; however, for customized training courses, or if you require ACL to carry out additional preparation, such as incorporation of complex data files into the training course, or tailoring and developing any aspect of the training course, ACL may, upon obtaining your agreement, charge for the additional time required to carry out such work.
- 2.4 If you reschedule or cancel any training course, or reschedule any on-site visit for the consulting services, you are responsible for paying all non-refundable out-of-pocket expenses incurred by ACL due to the rescheduling or cancellation.

3. Rescheduling and Cancellation of a Training Course

- 3.1 You may reschedule a training course, at no charge, to a date acceptable to both parties by giving ACL at least thirty (30) days notice prior to the commencement of the training course. If you reschedule the training course with less than thirty (30) days notice, you will be charged twenty-five percent (25%) of the training course fee.

- 3.2 If you cancel a training course, you will be charged: (a) fifty percent (50%) of the training course fee, if you cancel the training course at least thirty (30) days prior to the commencement of the training course; or (b) the full training course fee, if the cancellation occurs within thirty (30) days prior to the commencement of the training course.

4. Relationship of the Parties

- 4.1 ACL will perform the Services as an independent contractor and will not act, hold itself out as, or be your agent. For greater certainty, ACL's directors, officers, employees and agents are not and will not be construed as your employees and will not be entitled to any benefits offered by you to your employees, including, but not limited to, group sickness or accident insurance coverage, medical services plan coverage, supplementary employment benefits, profit sharing or group life insurance benefits.

5. Intellectual Property Rights

- 5.1 ACL acknowledges and agrees that you have, and will retain, all title, ownership rights and intellectual property rights (including, all patents, copyrights, trademarks, trade secrets and moral rights) in and to your own software, documentation, materials, methodologies, know-how or other such information ("**Customer Property**"). ACL is hereby licensed to use Customer Property provided to ACL by you solely for the purpose of performing the Services, and you warrant that you have all rights necessary to grant such license. Subject to Sections 5.2 and 5.3, and unless otherwise provided in the applicable SOW, you own all right, title and interest in and to any reports, documents or other materials created by ACL for you and provided as a deliverable under the applicable SOW.
- 5.2 Notwithstanding anything to the contrary herein, the parties acknowledge and agree that any scripts, analytics, compliance maps, configurations, enhancements or derivative works of ACL products (collectively, "**Scripts**") which are developed or provided by ACL as part of the Services are designed to work only in conjunction with ACL products and that all title, ownership rights and intellectual property rights in and to such Scripts, including any methodologies, know-how, ideas or materials related to such Scripts and their development, belong to ACL. Upon payment of the fees for such Services, ACL grants you a non-exclusive license to use the Scripts in conjunction with the ACL product(s) for which they were provided and in accordance with the applicable terms for use of such product(s), and to modify the Scripts for your internal business operations. ACL is not required to maintain, support or otherwise repair the Scripts, or any part thereof. You may purchase additional services from ACL for any further modification or maintenance of the Scripts by entering into a new SOW or a project change request.
- 5.3 If you have purchased a training course, ACL will provide you with ACL's standard training software and training manuals for the training course. The training software is provided for use during the training course and must be deleted upon completion of the training course. The training manuals are provided as reference materials for your own internal use and may be retained by you after the training course. You must not: (a) copy the training manuals without the prior written consent of ACL; or (b) use an audio recorder, video recorder, still camera or any other equipment (e.g. mobile phone) to record the training course. All title, ownership rights and intellectual property rights in the training course, training software and the training manuals belong to ACL.

6. Disclaimer

- 6.1 EXCEPT AS EXPRESSLY PROVIDED IN THESE SERVICES TERMS, THE SERVICES AND SCRIPTS ARE PROVIDED "AS-IS" AND ARE NOT WARRANTED TO BE ERROR-FREE, AND YOU ACCEPT THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, RELIABILITY, ACCURACY AND RESULTS OF USE. EXCEPT AS OTHERWISE RESTRICTED BY LAW, ACL AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THEIR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, OR QUALITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACL, ITS LICENSORS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS OR AGENTS, WILL INCREASE THE SCOPE OF THE EXPRESS WARRANTIES STATED IN THESE SERVICE TERMS, OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS.

7. Mutual Limitation of Liability

- 7.1 NEITHER PARTY, OR THEIR LICENSORS AND AFFILIATES (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, DISTRIBUTORS AND CONSULTANTS) WILL BE LIABLE TO THE OTHER PARTY

UNDER ANY CIRCUMSTANCES OR LEGAL THEORY (CONTRACT, TORT OR OTHERWISE) FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS (EXCEPT FOR THE FEES AND EXPENSES PAYABLE HEREIN) OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES AND/OR SCRIPTS PROVIDED BY ACL UNDER THESE SERVICES TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE SERVICES TERMS WITH AN AGGREGATE VALUE GREATER THAN THE FEES AND EXPENSES PAID AND/OR PAYABLE BY YOU FOR THE SERVICES THAT GAVE RISE TO THE CLAIM.

- 7.2 ANY CLAIM BY YOU AGAINST ACL RELATING TO THE SERVICES MUST BE MADE IN WRITING AND PRESENTED TO ACL WITHIN TWO (2) YEARS AFTER THE LAST DAY ON WHICH SUCH SERVICES WERE PROVIDED.
- 7.3 This limitation of liability will not apply to: (a) a party's breach of its confidentiality obligations under these Services Terms; (b) damages for infringement of a party's intellectual property rights; (c) liability for damage to tangible or real property caused by the gross negligence or willful misconduct of a party; (d) liability for death or personal injury caused by the negligence of a party; or (e) any fraudulent act or fraudulent omission of a party. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, in which case portions of the foregoing limitation and exclusion provisions may not apply to you.

8. Termination

- 8.1 Either party may immediately terminate the Services if the other party: (a) is in breach of its confidentiality obligations under these Services Terms; (b) becomes insolvent or bankrupt, becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law, has a receiver, administrator or manager appointed, makes an assignment for the benefit of creditors or takes the benefit of any applicable law or statute in force for the winding up or liquidation of corporations; or (c) is in material breach of these Services Terms (such as, failure to pay the fees and expenses) and such breach has not been cured within thirty (30) days of the provision of notice of such breach.
- 8.2 If you terminate the Services pursuant to Section 8.1, or if ACL terminates the Services because of Section 8.1(b), ACL will refund any pre-paid fees for Services not actually performed. If ACL terminates the Services pursuant to Section 8.1(a) or (c) above, you will not be entitled to a refund of any fees paid by you.
- 8.3 Upon termination of the Services, each party will immediately return to the other party all Confidential Information of the other party in its possession or control.
- 8.4 The termination of the Services by either party will not constitute a waiver of any fees, amounts or charges due by you, nor will termination in any way reduce or compromise any other rights of either party under these Services Terms.
- 8.5 The provisions of Sections 2.4, 3.2, 4, 5, 6, 7, 8, 9, 10, 12, 13 and 14, and the obligations of the parties pursuant to such provisions will survive the termination of these Services Terms.

9. Non Solicitation of Staff

- 9.1 During the performance of the Services and for a period of one (1) year after the completion of the Services, neither party will solicit for the purposes of employment or retain as an independent contractor any of the other party's employees or contractors involved in providing the Services, provided that the foregoing will not prohibit either party from employing any individual who applies for a position in response to an internal posting, employment advertisement or other general solicitation of employment.

10. Confidentiality

- 10.1 For the purposes of these Services Terms, "**Confidential Information**" means any information which is not generally available to or used by third parties and that is disclosed by one party to the other party in the course of ACL providing the Services to you. Confidential Information includes, but is not limited to, the parties' business and financial information, trade secrets, Customer Property and Personal Data (as defined below) of the parties' employees, contractors and customers. Confidential Information does not include any information that is disclosed by one party to another party if that information: (a) is at the time of disclosure in the possession of the receiving party or any of its parent, subsidiary or affiliated companies and was obtained without an obligation of confidence; (b) is independently developed by the receiving party or any of its parent, subsidiary or affiliated companies without any use of or reference to the Confidential Information; (c) is or becomes publicly available

without breach of any obligation of confidence; (d) is acquired by the receiving party from a third party who provided the information without breaking any express or implied obligations or duties to the disclosing party; or (e) is intentionally released for disclosure by the disclosing party or with the disclosing party's prior written consent.

- 10.2 Each party will take all reasonable steps to maintain the confidentiality of the other party's Confidential Information and will only disclose such Confidential Information to those employees, contractors or agents who need to know in order to perform their obligations under these Services Terms. The receiving party will ensure that those people who need to know the Confidential Information agree to maintain the confidentiality of such Confidential Information.
- 10.3 Each party agrees to comply with applicable privacy laws and its own data security policies prior to disclosing or transmitting any Confidential Information (in particular, personal information) to each other and that it will only disclose or transmit Confidential Information to the extent necessary for the performance of the Services. If you elect to electronically transmit any Confidential Information to ACL, you acknowledge that the electronic transmission of such Confidential Information is at your own risk. Each party further agrees to adopt reasonable security measures (such as, sending information in a secure encrypted manner or masking the data) when sending the Confidential Information.
- 10.4 If the receiving party is requested or required by applicable law or legal process to disclose any of the disclosing party's Confidential Information, the receiving party will provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Any such disclosure will be limited to the extent required, and will be subject to confidentiality protections to the extent reasonably practicable. Disclosures of Confidential Information that are required by applicable law or legal process will not be breaches of these Services Terms.

11. Security; Privacy

- 11.1 The parties acknowledge and agree that you may wish to disclose the following types of information to ACL in connection with the Services:
 - (a) protected health information (i.e., any information that would be termed "protected health information" under the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations);
 - (b) non-public personal information (i.e., any information that would be termed "non-public personal information" under the Gramm-Leach-Bliley Act, any related state statutes, and any related federal or state regulations);
 - (c) personal data (i.e., any information relating to an identified or identifiable natural person, as further defined under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)); and
 - (d) other personal information (i.e., other personally identifiable information about individuals, or information that can be used to identify individuals, the disclosure and/or use of which is restricted by applicable law)

(collectively, "**Personal Data**").
- 11.2 ACL has implemented and will maintain commercially reasonable, industry-standard technical and organizational safeguards to prevent the unauthorized access, use or disclosure of Personal Data which is maintained or processed by ACL in the course of carrying out its obligations under these Services Terms. You acknowledge that, given the nature of the internet, ACL cannot guarantee the security of Personal Data provided by you over or through the internet. You will take reasonable security precautions in connection with your disclosure of Personal Data to ACL and will ensure that your collection, use and submission of Personal Data to ACL is carried out in compliance with applicable law.
- 11.3 ACL will immediately notify you if it becomes aware of any security breach which results in Personal Data being accessed by or disclosed to an individual or entity who is not authorized to access or receive such information.

ACL will report to you on the corrective action being taken in response to such security breach and will reasonably cooperate with you in mitigating the effects of any lost or compromised Personal Data.

- 11.4 If any Personal Data disclosed or to be disclosed to ACL under these Service Terms constitutes "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996 and related rules, ACL will, upon request, enter into ACL's standard form of Business Associate Agreement with you.
- 11.5 If you are required to comply with the information security standards required by the Gramm-Leach-Bliley Act and the regulations issued thereunder, and with other similar statutory, legal and regulatory requirements, ACL will reasonably cooperate with you to assist you, at your cost, in complying with such laws as they apply to the Services provided by ACL to you under these Services Terms.
- 11.6 If you are subject to EU data protection laws, and any information disclosed or to be disclosed to ACL under these Services Terms constitutes "personal data" as defined in the EU General Data Protection Regulation, you agree that you are the data controller with respect to such information, and you will comply with the terms of the General Data Protection Regulation applicable to data controllers. ACL will act as a data processor and will enter into ACL's standard form Data Processing Addendum with you, a copy of which is available at www.acl.com/about-us/legal.

12. Notice

- 12.1 Any notice that either party is required or permitted to give to the other party under these Services Terms will be in writing and be delivered to the address stated on the SOW and/or Order Form. Either party may, from time to time, change their address for notice by providing written notice of the change to the other party. The delivery of notice will be by personal delivery, courier, registered mail or confirmed e-mail (except that e-mail notice will not apply for notices required under the "Dispute Resolution" provision). Delivery will be deemed effective upon receipt, if delivered personally, or by courier; or five (5) business days from sending, if delivered by registered mail; or after confirmed receipt, if by e-mail.

13. Governing Law and Dispute Resolution

- 13.1 If you are located in the United States, these Services Terms will be governed by and construed in accordance with the laws of the State of New York, USA. If you are located in Europe, the Middle East or Africa, these Services Terms will be governed by and construed in accordance with the laws of England. If you are located in Asia (other than the Middle East) these Services Terms will be governed by and construed in accordance with the laws of Singapore. If you are located in any other country or location, these Services Terms will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 13.2 This Section will apply to resolve all disputes arising out of or relating to the Services. First, the parties will attempt in good faith to resolve each controversy or claim within sixty (60) days by negotiations between senior executives of the parties who have settlement authority and who do not have direct responsibility for the administration of the matter. The disputing party will give the other party written notice of the controversy or claim in accordance with the notice provision of these Services Terms. The other party will submit a response within twenty (20) days after receiving said notice. The notice and response will include a summary of the party's position, a summary of the evidence and arguments supporting its position and the name of the executive who will represent the party. The executives will meet at a mutually acceptable time and place within thirty (30) days of the disputing party's notice and thereafter as often as they deem reasonably necessary to resolve the controversy or claim.
- 13.3 If the controversy or claim has not been resolved within sixty (60) days of the disputing party's notice, the controversy or claim will be resolved through binding arbitration. Subject to and without restriction of the rights of either party to injunctive relief or other interim measures of relief, the parties agree to resolve disputes by binding arbitration before a single arbitrator. If you are located in the United States, the arbitration will be held in New York, New York, USA and will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. If you are located in Europe, the Middle East or Africa, the arbitration will be held in London, England and the arbitration will be conducted in accordance with the LCIA (London Court of International Arbitration) Rules. If you are located in Asia (other than the Middle East) the arbitration will be held in Singapore and the arbitration will be conducted in accordance with the SIAC (Singapore International Arbitration Centre) Rules. If you are located in any other country or location, the arbitration will be held in

Vancouver, British Columbia, Canada and the arbitration will be conducted in accordance with the rules of the British Columbia International Commercial Arbitration Centre.

14. General

- 14.1 Neither party will be liable to the other for any delays in performing or failing to perform any obligation under these Services Terms if and for so long as the performance of any such obligation is prevented or delayed by any cause beyond the reasonable control of such party (which expressly excludes a lack of sufficient funds) provided that the party prevented or delayed from performance immediately notifies the other party of such disability and resumes performance as soon as possible following removal of the disability.
- 14.2 These Services Terms, together with the SOW and/or Order form for the Services, are the complete and exclusive statement of the agreement between the parties with respect to the provision of Services by ACL, and supersede any prior discussions or agreements, oral or written, between the parties. The terms of your purchase order or any other ordering document will not be binding and will not be construed to modify these Services Terms. Any changes to these Services Terms must clearly state that it is an addendum to the Services Terms and must be signed by both parties before it is considered executed and binding on the parties.
- 14.3 If any provision of these Services Terms is prohibited by law or declared invalid, illegal or unenforceable, then such provision will be severed and all other terms of these Services Terms will remain in full force and effect. A waiver by either party of any rights in respect to any breach of these Services Terms by the other party will not be effective unless communicated in writing to the other party. Any such waiver will not constitute a waiver of any rights in respect to any subsequent breach of the same or any other provision of these Services Terms. These Services Terms will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs and permitted assigns.
- 14.4 ACL may assign its rights under these Services Terms upon giving prior notice to you, provided that any assignee agrees to be bound by all of the terms and conditions of these Services Terms. ACL will not be in breach of the confidentiality provisions of these Services Terms by reason of such assignment. Except as provided in this Section, you may not assign your rights under these Services Terms, without the prior written consent of ACL, which will not be unreasonably withheld. You may, upon giving prior written notice to ACL, assign your rights under these Services Terms to a: (a) subsidiary or affiliate company; or (b) corporate successor by merger, purchase of assets and assumption of liabilities, acquisition, reorganization, or otherwise; provided that such subsidiary, affiliate or corporate successor agrees to be bound by these Services Terms.
- 14.5 The version of the Services Terms that applies to you is the version that is posted on the acl.com website as of the date of the SOW and/or Order Form for the Services you have purchased. ACL may, from time to time, amend these Services Terms without prior written notice to you. The newer versions of the Services Terms will only apply to new SOWs and/or Order Forms that are issued after such update. If you have already signed a SOW and/or Order Form under an older version of the Services Terms, the newer version of the Services Terms will not apply to you.
- 14.6 In the event of any conflict or ambiguity between the English language version and any other language version of these Services Terms, the English language version will prevail.

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