



PENELOPE ONLINE DASHBOARD (SaaS)

Athena Software

Effective Date: November 20, 2017

This Agreement is provided in addition to the Order Form addendum which accompanies it and, governs the purchase and delivery of the Penelope Online Dashboard (SaaS). By submitting the Order Form, the Customer agrees to the terms and conditions of this Agreement. Except where this Agreement explicitly states otherwise, the terms of this Agreement are separate from the terms of the Master Agreement. This Agreement only applies to the applicable Products and Services as listed in the applicable Order Form.

Fees for the Service Term are due in advance of the Service Term, unless otherwise stated in the Customer's Order Form. Athena reserves the right to withhold delivery of any services under this Agreement until such payment is made. The Penelope Online Dashboard (SaaS) fees are based on annual duration and for named users for the service.

The terms and conditions of this Agreement are subject to change at Athena's sole discretion; however these changes will not result in a material reduction in the level of the services provided for the Software during the Service Term.

1. DEFINITIONS

1.1. The following terms shall have the meaning set forth below:

- (a) "**Agreement**" means this Penelope Online Dashboard (SaaS) agreement.
- (b) "**Athena**" means 1561599 Ontario inc. operating as Athena Software.
- (c) "**Customer**" means the organization, company or otherwise legal entity that has purchased this Reporting Service under the terms and conditions of this Agreement.
- (d) "**Data Sets**" means a collection of data extracted from the Customer's Penelope Database through Standard SQL Views that forms the data used for any Report.
- (e) "**Documentation**" means the electronic files and printed materials created by either Athena or Tableau that describes the Tableau Software and how to properly use the software.
- (f) "**First Line Support**" means an internal process of the Customer that provides direct support and assistance for the Reporting Service to the Customer's own users.
- (g) "**Intellectual Property Rights**" shall be defined as any patent, design right, copyright, trademark, service mark (any other application or registration respecting the foregoing), database right, trade secret, know-how and/or other present or future intellectual property right of any type, wherever in the world possible.
- (h) "**Master Agreement**" means the Master Product and Service Agreement executed between the Customer and Athena.
- (i) "**Order Form**" means an ordering document specifying the product and services to be provided hereunder that is entered into between the Customer and Athena, including any addenda and supplements thereto.

- (j) **“Penelope Database”** means the data, in its raw form as stored in a relational database management system through the Customer’s use of the Software.
- (k) **“Service Term”** means the period of time, as more fully described in paragraph 11.1 of this Agreement, for which these Reporting Services are provided to the Customer.
- (l) **“Software”** means specifically Penelope Case Management Software together with any modules.
- (m) **“Standard SQL Views”** means a collection of stored SQL queries that translate the data stored in the Penelope Database into a logical representation of the information.
- (n) **“Standard Reports Package”** means the collected of preconfigured Reports created by Athena that are included with the Report Service.
- (o) **“Tableau”** means the company ‘Tableau Software’ located out of Seattle Washington, who owns (or has license too) and distributes the Tableau Software.
- (p) **“Report”** means a report that lists, tallies, aggregates or summarizes information from the Data Set whether from the Standard Reports Package or a report created by the Customer using the existing web authoring tools available for the creation of a report.
- (q) **“Tableau Software”** means the proprietary data visualization software (and subsequent updates) titled ‘Tableau Software’, including any licensed third party and open source software component that forms part of the Tableau Software.
- (r) **“User Account”** means each uniquely named person identified by the Customer, who will be provided access to this Reporting Service.

2. REPORTING SERVICES

2.1. Athena shall, for the Service Term, provide the Customer the Report Service for a single Penelope Database of (herein **“Reporting Service”**):

- (a) access to a third party data visualization software titled ‘Tableau Software’ as distributed by Tableau and as more fully described in Section 6 of this Agreement;
- (b) access to any Reports included in the Standard Reports Package which may be updated from time to time, on an if and when available basis; and
- (c) technical support for troubleshooting difficulties or problems that Customer may encounter and as more fully described in Section 7 of this Agreement.

The Report Service is provided solely as a service and the Customer is not provided with any license rights in or any other right to the Software or Tableau Software under this Agreement. Athena has no obligation of any kind whatsoever in providing the Customer with any other right in and to the Software except as expressly permitted in this Agreement.

2.2. The Reporting Services provided under this Agreement are valid during the Service Term as defined in the Order Form. Specifically where the Order Form states that the Reporting Service is provided on: The Reporting Services is valid during the period for which the Customer has purchased and paid for such term from Athena. This term is then deemed to be the Service Term and is deemed to be one year from the date on the Order Form unless otherwise agreed to by Athena as stated on the Order Form.

- 2.3. Access to the Reporting Service is limited to the number of User Accounts purchased by the Customer as specified on the Order Form. A User Account is for that person only and may not be shared with other individuals. A User Account may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single User Account between multiple individuals. The Customer may, at any time during the Service Term, purchase additional users for this Reporting Services where such fees will be prorated for the remaining duration of the Service Term.
- 2.4. Where the Customer has purchased the “Introduction Package” as defined in the Order Form and this is the Customers initial purchase of the Reporting Service, then the following apply:
- (a) Athena shall setup a single Reporting Service where such costs are part of the Introduction Package;
 - (b) Athena shall provide the Customer ten (10) hours of professional services as those services solely relate to the Reporting Service (such as report creation, Tableau Software training, creation of new Data Sets) provided that these hours are scheduled and delivered within the first twelve (12) months of the Service Term. For clarity, upon expiry of the twelve (12) month period defined in this paragraph, Athena shall have no obligation to provide the professional services, credit, refund or any other form of compensation for any of the unused hours.
 - (c) in accordance to paragraph 2.3 above, the Customer shall designate the individuals detailed in Schedule A of this Agreement to receive User Accounts; and
 - (d) as required under paragraph 7.2 below, the Customer shall designate one primary contact and one backup Support Contact as detailed in Schedule B of this Agreement.
- 2.5. Athena reserves the right to suspend any service under this Agreement without being required to provide any credit or refund to Customer or otherwise incur any penalty where:
- (a) the Customer has not paid for the Service; or
 - (b) the Customer is in breach of any terms of this Agreement.

3. PERMITTED USE AND RESTRICTIONS

- 3.1. The Customer shall not rent, lease, transfer, assign, distribute, sell or otherwise provide access to the Reporting Service provided to the Customer (including through a time-share or through bureau use), in whole or in part, on a temporary or permanent basis, except as otherwise expressly permitted by this Agreement. The Customer shall not grant any further licenses, sublicenses, or other rights in the Software or Tableau Software. The Customer will not purport to be an authorized reseller, licensor, distributor, or provider of the Software to any third party or other organization.
- 3.2. The Customer shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Reporting Service, in whole or in part, without the prior written consent of Athena. The Customer shall not assign, sublet or transfer any rights granted herein, except as otherwise provided for in this Agreement.
- 3.3. The Customer shall be strictly prohibited from implementing any technology where the effect is to circumvent, directly or indirectly, the User Account limit defined in paragraph 2.3 above.
- 3.4. Use of the Reporting Service is for the Customer’s internal purposes and only as permitted pursuant to this Agreement, and shall not be used in any unlawful manner whatsoever.

- 3.5. The Customer is strictly prohibited from using a software titled 'Tableau Desktop' (distributed by Tableau) in conjunction with this Reporting Services. For clarity, the Customer may not use 'Tableau Desktop' to connect the Data Sets, publish reports, or otherwise interact with the Reporting Service. The Customer may use 'Tableau Desktop' through an ODBC connection directly to the Penelope Database provided that no files are subsequently published to the Reporting Service. Athena does not license or distribute 'Tableau Desktop' software and any work to establish an ODBC connection described above can be purchased separately under a Statement of Work.
- 3.6. The Customer shall not (a) publicly disseminate any performance information or analysis (including, without limitation, benchmarks) relating to the Tableau Software, (b) use the Tableau Software to develop a product which is competitive with any Tableau product offerings and (c) incorporate the Tableau Software into or with other software (in whole or part).

4. OWNERSHIP AND INTELLECTUAL PROPERTY

- 4.1. The Software is the proprietary property of Athena and Tableau Software is the proprietary property of Tableau (collectively "**IP Owners**"). Athena shall at all times retain the right, title and interest, including all copyrights and Intellectual Property Rights, in and to their software including all upgrades. Each IP Owner expressly reserves all rights with respect to their software not expressly granted by this Agreement. The Customer shall acquire no right in or title to the Software or Tableau Software other than the rights to use and access as specifically set out herein. The Software is protected by Canadian, Australian, New Zealand and United States copyright laws, the Berne Copyright Convention, the Universal Copyright Convention and other intellectual property laws and treaties.
- 4.2. The Customer agrees not to alter, remove, deface, cover or otherwise obscure any copyright, trademark, patent or other proprietary rights, notices, and any other markings Athena or Tableau may have placed in or on any copy of the Software or Tableau Software, Documentation or the media on which the software are supplied, in order that Athena's or Tableau's proprietary rights thereto shall be protected.

5. CUSTOMER ACKNOWLEDGEMENTS

- 5.1. The Customer acknowledges and agrees that the Tableau Software requires specific third party web browsers in order to function in accordance with Tableau documentation. Use of Tableau Software may be limited to those web browsers and may change from time to time at Tableau's discretion.
- 5.2. The Penelope Database stores collected information on the Customer's own clients, employees, contacts and such which may include personal identifying information, protected health information or other data that may be considered private to the Customer. The Data Sets provided to the Customer do not include certain data fields that store personal identifying information (such as individual name, address, contact data and issued identification numbers) or otherwise masked. The Customer acknowledges and agrees that the provision of this Reporting Service may limit or mask information which may not be comparable to de-identification standards of HIPAA or other privacy legislation that may regulate the handling of such information.
- 5.3. Any Data Sets are not provided in real-time and will connect to the Penelope Database daily to update the Data Set's information. The Data Sets are based on the Standard SQL Views to allow for a higher degree of forward compatibility as the underlying Penelope Database may change over time. Athena will make efforts to retain this forward compatibility with the Standard SQL Views where practically possible. Where a Data Set is created that directly uses the raw data tables, the Customer acknowledges that the Data Set may not be compatible with future changes to the

Penelope Database and, at the Customers time and cost, (a) may require reconstruction of the Data Set to make the Data Set compatible with those changes made to the Penelope Database or (b) require the Data Set (and associate Reports) to be removed from the Reporting Services.

- 5.4. The Customer acknowledges, this Reporting Service does not include Athena creating (or modifying) any Reports or Data Sets. The Customer may requests Athena perform such work for a fee where (a) the scheduling of the work is a mutually agreeable time, (b) the Customer provides detailed specification of the work (including samples or mocks ups), and (c) where the work involves the creation of a new Data Set, the data set does not include any personal identifying information. Subject to paragraph 5.3 above, in an effort to the reduce any costs associated with creating a new Data Set, the Customer may provide the SQL statement to be used for a Data Set.
- 5.5. The Customer acknowledges and agrees that the Customer's purchases of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Athena regarding future functionality or features.

6. TABLEAU SOFTWARE AND REPORTS

- 6.1. The Customer, at its own time and cost, is permitted to create Reports using the existing web authoring tools available in the Tableau Software based the Data Sets provided by Athena. Any Report, including the Standard Reports Package, will be accessible to any User Account of the Customer. Athena shall have no obligation to create user groups of varying access levels for different User Accounts. Any Report will be based solely on the Data Sets provided by Athena. Only Athena may create a Data Set for the Customer.
- 6.2. Documentation for the Tableau Software is provided by Tableau which can be accessed through Tableau public website. Athena may provide limited documentation to the Customer concerning the specific use or example for the Tableau Software or the Standard Reports Package.
- 6.3. Athena will host the Tableau Software on Athena's servers and use commercially reasonable efforts to minimize any actual downtime during the Service Term. Athena may, from time to time, schedule routine maintenance of the server or software resulting in the Reporting Services not being available to the Customer (herein "**Maintenance Period**"). This Maintenance Period is required to ensure the Reporting Service is running in the most optimal and secure manner as well as perform software updates to the Tableau Software and Standard Reports Package. For clarity, any updates to the Tableau Software or Standard Reports Package will be applied automatically and at Athena sole discretion. Any Maintenance Period will be kept to the minimum amount of time needed. Athena will notify the Customer not less than 24 hours in advance of any Maintenance Period and shall be performed at the following times:

Where Customer is located	Maintenance Period Monday to Friday	Maintenance Period the second Saturday of every third month (Jan, April, July, October)
New Zealand (New Zealand Standard Time)	1am to 5am	1am to 12pm
Australia (Australian Eastern Standard Time)	1am to 5am	1am to 12pm
Asia and Pacific Rim (Japan Standard Time)	1am to 5am	1am to 12pm

Where Customer is located	Maintenance Period Monday to Friday	Maintenance Period the second Saturday of every third month (Jan, April, July, October)
Europe or Africa (GMT)	1am to 5am	1am to 12pm
North or South America (Eastern Standard Time)	4am - 8am	1am to 12pm

- 6.4. Athena will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards to protect the Customer’s data. Safeguards will include, but are not limited to, measures preventing physical or remote access to the server, monitoring of remote access attempts, firewalls and appropriate software for the purposes or providing security, all of which are to be made in Athena’s sole discretion.
- 6.5. Athena will, at all times, physically store the Customer’s data and any backups in a designated country. At no point will Athena transfer, electronically or physically, the Customer’s data or any backups to another unless agreed upon by the parties. Athena can not warrant in which countries any data is routed through over the internet in the normal course of carrying out the obligations under this Agreement. Athena may, at any time, without consent and without notice, move the Customer’s data to a new location provided that the new location is either within the same country of the Customer or the same designated country. The country in which the Customer’s data will reside is as follows:

Where Customer is located	Location of physical Storage of Customer Data (including any copies of)
New Zealand	New Zealand
Australia	Australia
Asia and Pacific Rim	Canada
Europe or Africa	Canada
North or South America	Canada

- 6.6. Athena will ensure Customer’s data is backed up each day. Each backup will be stored, and subject to paragraph 6.5 above, in at least two separate hosting facilities to ensure redundancy. The backup will occur only once each day (or for no more than a 36 hour period). Athena will retain no less than seven backups at any one time which will be for the last 7 previous days of the Customer’s data. Athena does not provide any warranty on the time of day for when the backup will occur and Customer accepts all risks associated therewith.

7. TECHNICAL SUPPORT

- 7.1. The Customer’s Support Contacts are the sole liaisons between the Customer and Athena. Any Support Contacts must have, at a minimum, initial basic understanding of the Tableau Software and Software, a baseline understanding of the environment the Software is deployed in, and, as

needed, supplemental training appropriate for the specific role. The Customer is responsible for assigning and communicating to Athena any changes to the Support Contacts. The Customer is permitted to change the Support Contacts from time to time. The Customer acknowledges that the Support Contacts may receive news and other general announcements from Athena concerning the matters related to this Agreement. This correspondence is optional, however, opting out of such communications may adversely impact or impair Athena's ability to meet its obligations under this Agreement.

- 7.2. Athena will provide the technical support services to the Customer with all necessary care and skill and be performed and/or attended by, a suitably trained, skilled and experienced personnel that would be consistent with industry standards.
- 7.3. The Customer is required to establish and maintain a First Line Support for the Reporting Service directly to the Customer's Users. First Line Support shall include but is not limited to:
- (a) a direct response to the users with respect to inquiries concerning the performance, functionality or operation of the Software;
 - (b) a direct response to the users with respect to problems or issues with the Reporting Service;
 - (c) a diagnosis of the problem or issue of the Reporting Service; and
 - (d) a resolution of problems or issues of the Reporting Service.

If after reasonable commercial efforts the Customer is unable to diagnose or resolve the issue of the Reporting Service, the Customer may contact Athena for technical support as directed by Athena.

- 7.4. Technical support is solely for the Reporting Service, as defined in paragraph 7.3 and does not cover such matters relating to help material readily available to the Customer, creation of reports, training on Tableau Software and such. Additional services may be provided by Athena to cover such issues. For clarity, technical support does not include issues such as:
- (a) an explanation of features or abilities that can be found in the Documentation, the help materials or other forms of documentation provided by Athena or Tableau Software;
 - (b) training on features, changes or use of the Tableau Software; and
 - (c) issues with connectivity to the Tableau Software such the Customer's own network, firewall, routing, and proxy server.
- 7.5. Athena will provide access to a web portal for each primary Support Contact for the purposes of submitting any support request. Any support request must be submitted through this web portal unless otherwise provided for in the purchased support service. Access to the web portal uses named accounts for each Primary Support Contact and these user accounts cannot be shared with other individuals.
- 7.6. Athena will provide the support services to the Customer during normal business hours based on the country location of the Customer:

Country	Hours	Phone
Worldwide excluding specific location below	9:00am to 5:00pm (Canadian Eastern Time), Monday to Friday excluding all national and provincial holidays.	1-866-806-6014
Australia and Pacific Region	9:00am to 5:00pm (Australian Central Standard Time), Monday to Friday excluding all national and state holidays.	02 8005 8037
New Zealand	9:00am to 5:00pm (New Zealand Standard Time), Monday to Friday excluding all national and local holidays.	1-866-806-6014

7.7. Athena will, subject to availability defined in paragraph 7.6 above, use commercially reasonable efforts to respond to each technical support request based on the severity of the support request as described below. Athena can not guarantee any resolution time nor the outcome of any resolution of a support request. These response times are defined as:

Severity	Meaning	Response Time
Critical	The Customer's production use of the Reporting Service is stopped or so severely impacted that no user can reasonably continue to work. Critical requests have one or more of the following characteristics (a) data corruption, (b) software hangs causing unacceptable delays or (c) the Reporting Service is inaccessible to all users. All critical support requests must be submitted through the means instructed by Athena's Documentation otherwise the support request will not be assigned a critical severity.	1 hour
High	The Customer experiences a severe loss of service. Important features are unavailable with no acceptable workaround, however, operations can continue in a restricted fashion.	1 business day
Normal	The Customer experiences minor loss of service or a feature / operation generated a result that was not expected. The impact is isolated and an inconvenience however the operations can continue.	2 business days
Low	The Customer requests information, an enhancement, or documentation clarification regarding the Reporting Service but there is no impact on the operation of the Reporting Service, no loss of service and the result does not impede the operation of the software.	3 business days

Each support request will be assigned a severity level that determines when the response time is expected. Actual response times may vary and may be responded to earlier than listed.

Any support request may appear to be important to the user's immediate task at hand, however the classification system above is designed to ensure all support requests from Athena's users are treated fairly and timely with respect to their severity. Athena, at its sole discretion, will assign the severity of any support request. A Customer's own deadline or timeline may be factored in but this would be at the discretion of Athena and Athena is not obligated to alter its response time based on such factors.

- 7.8. Athena will provide the Customer emergency support during off hours for all Critical support requests provided that the Customer notifies Athena of such critical request by the means instructed by Athena's support website. Athena will use commercially reasonable efforts to respond within 2 (two) hours of any such request.

8. DISCLAIMER OF WARRANTY

- 8.1. Athena warrants that it has proper license of the Tableau Software to provide the Reporting Services as defined in this Agreement. Customer's only rights in association with a breach of the warranty provided this paragraph is for Athena to (a) correct such breach within thirty (30) days of being provided with notice of such breach of warranty, or such additional time as may be required given the nature of the breach or (b) the termination of this agreement with a refund the Customer for the fees paid under this Agreement.
- 8.2. Other than as provided for in paragraph 8.1 above, the Reporting Service, including the Tableau Software, Standard Reports Package, availability of the Reporting Service and the Reports, are provided 'as-is' and without warranty of any kind, express or implied.
- 8.3. OTHER THAN AS PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ATHENA MAKES NO WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE REPORTING SERVICE PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE CUSTOMER.
- 8.4. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ATHENA, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES (COLLECTIVELY, "AGENTS") SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THE CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE USE AND PERFORMANCE OF THE REPORTING SERVICE AND THE APPLICATION OF THE DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BOTH PARTIES EXPRESSLY WAIVE THE APPLICABILITY OF THE UNIFORM COMMERCIAL CODE AND ANY OTHER STATUTORY COMMERCIAL TERMS.

9. LIMITATION OF LIABILITY

- 9.1. THIS SECTION APPLIES ONLY IN RELATION TO THE REPORTING SERVICE SUBJECT TO THIS AGREEMENT; ATHENA IS NO WAY LIABLE IN ANY WAY FOR THE REPORTING SERVICE PROVIDED HEREUNDER UNDER THE MASTER AGREEMENT AND ANY SECONDARY AGREEMENTS. ANY LIABILITY FOR PROFESSIONAL SERVICES REQUIRED UNDER THE ORDER FORM SHALL BE SUBJECT TO THE MASTER AGREEMENT AND NOT THIS AGREEMENT.
- 9.2. IN NO EVENT SHALL ATHENA, TABLEAU AND ITS AGENTS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT DAMAGES, SPECIAL DAMAGES,

CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, DATA LOSS, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO EITHER USE OR ACCESS THE REPORTING SERVICE OR DOCUMENTATION EVEN IF ATHENA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OR SUCH DAMAGES OR CLAIM.

- 9.3. IN NO EVENT SHALL ATHENA'S AGGREGATE LIABILITY EXCEED THE FEES PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTH PERIOD DIRECTLY PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE FOR THE SERVICES RELATED TO THE REPORTING SERVICE PROVIDED UNDER THIS AGREEMENT EVEN THOUGH THE FEES MAY BE COLLECTED PURSUANT TO THE MASTER AGREEMENT.
- 9.4. THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM AGREEMENT.
- 9.5. THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM THAT THE CAUSE OF ACTION TAKES, INCLUDING FOR BREACH OF CONTRACT, RESCISSION OF CONTRACT, TORT, NEGLIGENCE, OR UNDER ANY EQUITABLE DOCTRINE.
- 9.6. EACH SUBSECTION ABOVE IS AN INDEPENDENT LIMITATION OF LIABILITY. TO THE EXTENT THAT ANY SUCH LIMITATION OF LIABILITY DOES NOT APPLY DUE TO A STATUTORY PROVISION, THE OTHER SUBSECTIONS SHALL CONTINUE TO BE IN FORCE DESPITE THE INAPPLICABILITY OF THE OTHER SUBSECTION.

10. OTHER TERMS

- 10.1. The defined terms of the Master Agreement apply to this Agreement except to the extent that such defined terms are defined in this Agreement. The following paragraphs and sections from the Master Agreement shall be included as part of this Agreement as if they were originally written in as part of this Agreement:
 - (a) the section titled "Payment of Fees, Invoicing and Sales Tax";
 - (b) the section titled "Confidentiality"; and
 - (c) the section titled "Miscellaneous".

11. TERM AND TERMINATION

- 11.1. Athena will provide the Customer with the Reporting Service for one year, effective the date of the purchase of this service, unless otherwise stated in the Customer's Order Form, herein defined as the "**Service Term**".
- 11.2. Upon the termination this Agreement or the lapse of the Service Term where the Customer has not purchased a subsequent term for this Reporting Service:
 - (a) the Customer shall immediately cease using the Reporting Service;
 - (b) Athena is not obligated to provide any services and Athena is relieved of any and all obligations under this Agreement;
 - (c) in no event is any data (reports, templates or files of any kind) returned to the Customer;

- (d) within fifteen(15) days and without notice, Athena will permanently remove any data files relating this Reporting;
- (e) within fifteen(15) days, the Customer shall return or otherwise destroy any Documentation created by Athena (excluding any material provided by Tableau); and
- (f) the Customer may purchase, at the prevailing rate at that time, the Standard Report Package to use on the Customer's own instance of Tableau Software.

11.3. During the Service Term, the Services provided under this Agreement can only be terminated pursuant to the following terms:

- (a) Athena has the right to terminate the Reporting Service provided hereunder upon the occurrence of any of the following events, which shall be deemed a breach of the terms of this Agreement:
 - (i) Failure of the Customer to pay all or any part of the fees; or
 - (ii) A violation by the Customer of any of the restrictions or conditions listed in Sections 2, 3 and 4 of this Agreement.
- (b) Without waiving, removing, limiting or restricting any legal or equitable right and remedy otherwise available to Athena attendant upon such a breach, Athena shall have the right and option to terminate the Reporting Service provided under this Agreement by providing written notice to the Customer of such termination.
- (c) Customer shall have the right to terminate this Reporting Service provided for under this Agreement where Athena is in breach of this Agreement and fails to cure such breach within thirty (30) days. Customer must provide Athena with written notice of the alleged breach in sufficient detail to permit Athena to easily ascertain its obligations in remedying the breach and in determining whether or not Athena is in breach of the terms in this Agreement.

11.4. The provisions of Section titled "Confidentiality", "Ownership and Intellectual Property", "Disclaimer of Warranty" and "Limitation of Liability" set out in this Agreement shall continue in force after any termination or expiry of the Service Term of this Agreement.

11.5. Except as otherwise expressly stated in this Agreement, Athena shall under no circumstances be under any obligation to refund to the Customer any amount paid by the Customer by way of fees upon termination of this Agreement for a breach of the terms of this Agreement.

SCHEDULE "A"
USER ACCOUNTS

The Customer designates the following individual to receive a User Account. Each user will be emailed their credentials to the Reporting Service. Where the Customer requires any changes to the User Accounts, the Customer can complete the 'Penelope Online Dashboard User Account Change Form' which can be obtained upon request.

	First Name	Last Name	Email Address
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SCHEDULE "B" SUPPORT CONTACTS

The Customer designates the following individuals as Support Contacts; one primary contact and one backup. The Customer may change these contacts from time to time by completing the contact change forms that are available upon request.

A. PRIMARY CONTACT:

Name	
Title	
Phone	
Email	

B. BACKUP CONTACT:

Name	
Title	
Phone	
Email	