

**ADDENDUM TO AGREEMENT
between LARAMIE COUNTY &
BEANWORKS SOLUTIONS, INC.**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and BEANWORKS US, Inc., 1159 Hamilton St, Vancouver, BC, V6B 5P6 (hereinafter, "BEANWORKS").

I. PURPOSE

The purpose of this Addendum is to modify the proposal to provide the COUNTY with subscription access to an accounts payable platform, pursuant to a Subscription Services Agreement, attached hereto as Attachment 'A' and fully incorporated herein ("Service Agreement"), the Order Form, attached hereto as Attachment 'B' and fully incorporated herein ("Order Form"), and the Terms of Service, attached hereto as Attachment 'C' and fully incorporated herein ("Terms of Service"). The Service Agreement (1 page), Order Form (1 page) and Terms of Service, last updated on April 3, 2024 (12 pages), are collectively referred to herein as "Agreement".

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF BEANWORKS

A. BEANWORKS shall provide and complete the services described in Agreement.

B. COUNTY shall pay BEANWORKS \$28,666.00 in total: \$2,606.00 per month for eleven (11) months from the effective date of Agreement. Payment will be made upon receipt of the BEANWORKS' invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. ADDITIONAL PROVISIONS

1. Entire Agreement: The Agreement, as defined in Section I of this Addendum (14 combined pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

3. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

4. Modification to Agreement, the following provisions are removed, and do not have any force and effect between the parties, and are replaced by terms of this Addendum:

- A. "3. Customer Indemnity" in paragraph 12 titled "Warranty; Disclaimer; Indemnity" of Terms of Service;
- B. "4. Consequences of Termination", subsection (d) in paragraph 14 titled "Term and Termination" of the Terms of Service, removing "promptly" to align with the terms outlined by the "Limitation of Payment" terms of this Addendum; and
- C. "3. Governing Law and Attornment" in paragraph 15 titled "General Provisions" of the Terms of Service.

Any terms and obligations such removed and replaced are not exhaustive, when inconsistent with the provisions and the intent of this Addendum.

5. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

6. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

9. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

10. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

11. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

12. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum and shall inure solely to the benefit of the parties to this Agreement and Addendum.

13. Indemnification: To the fullest extent permitted by law, BEANWORKS agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of BEANWORKS for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. BEANWORKS shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

14. Conflict of Interest: COUNTY and BEANWORKS affirm, to their knowledge, no BEANWORKS employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of BEANWORKS, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

15. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

16. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by BEANWORKS, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify BEANWORKS at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time

means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

17. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

18. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

19. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**ADDENDUM TO AGREEMENT
between LARAMIE COUNTY &
BEANWORKS USA, INC**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Laramie County Commissioners

Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

BEANWORKS USA, INC:

By: _____
Authorized Signature

Date May 20, 2024 | 3:06 PM PDT

REVIEWED AND APPROVED AS TO FORM ONLY

By: _____
Laramie County Attorney's Office

Date 5-22-24



QUOTE

DATE: 4/15/2024
Quote valid until: 5/31/2024

Prepared By: Bradley Dove

Quote For:

Contact Name: _____
Company Name: _____

One Time Investment		Amount
Integration, Workflow, Training Meetings	\$	5,000
Credit Card Reconciliation	\$	1,000
0 Banks - BYOB	\$	-
Not Activated Vendors - UBM	\$	-
Total	\$	6,000 USD

Include	Modules	Amount
<input checked="" type="checkbox"/>	Invoices	\$ 99
<input checked="" type="checkbox"/>	Purchase Orders	\$ 99
<input checked="" type="checkbox"/>	Expenses	\$ 249
<input type="checkbox"/>	Payments	\$ -
1100	Invoice Tier	\$ 1,607
	Monthly Sub Total	\$ 2,054 USD

Add-Ons	Feature	Amount
Activated	Line Item Capture	\$ 210
1	Legal Entities	Included
4 Hours	Support	\$ 199
Not Activated	Sage Intacct API Calls	\$ -
30	Credit Card Reconciliation	\$ 143
Not Activated	Bring Your Own Bank (# of Payments)	\$ -
Not Activated	Straight Through Processing	\$ -
Not Activated	Utility Bill Management (# of Accounts)	\$ -
	Monthly Sub Total	\$ 552 USD

TOTAL ANNUAL SUBSCRIPTION (1 MONTH FREE)	\$	28,666	USD
TOTAL MONTHLY SUBSCRIPTION:	\$	2,606	USD

Notes:

Beanworks

Pricing Guide

THE BASICS

Beanworks has flexible pricing plans tailored to meet your specific business needs. Each plan includes unlimited users at a fixed, predictable monthly fee.

TOTAL SUBSCRIPTION PRICE

A combination of:

- **Tier:** The maximum number of monthly invoices at a fixed price
- **Modules:** Access to required features
- **Support:** Service level
- **Legal Entities:** Number of legal entities

OVERAGES

If monthly usage exceeds the maximum number of invoices included in the selected tier, additional invoices will be charged at the discount level of the tier. This price will apply to the first 10% of invoices outside of the invoice tier i.e. buffer. In the first three months of use, the buffer will be 25%.

Once invoice volume exceeds the buffer, invoices will be charged at \$2.00 per invoice. Beanworks notifies customers when they reach their maximum number of invoices to ensure overage fees are only charged in extreme cases. Our goal is to offer you consistent billing at the appropriate tier.

For example:

A customer subscribes to a tier that includes a maximum of 1,000 invoices. One month, they process 1,100 invoices. Since this is within the 10% buffer, they will be charged the price per invoice for the tier (\$1.28). Any invoices above 1,100 would be charged \$2.00 per invoice.

For Annual Billing customers, overages will be calculated based on the annualized Tier amount.

ACTIVATION

An Activation Fee will be charged to first time customers. Activation includes technical integration, workflow and training meetings.

BILLING

Customers have the following options:

- **Monthly Billing:** You will be billed in advance at the beginning of each month. Overage fees will be billed at the end of each month incurred.
- **Annual Billing:** You will be billed in advance for the year, and receive the equivalent of one month free, as a prepayment discount*. Overage fees will be billed at the end of each year.

All invoices are payable upon receipt. Any overdue payments will be subject to interest at a rate of 1.5% for each month (18% per annum).

Fees paid are non-refundable unless expressly stated in the Agreement.

PROFESSIONAL SERVICES

Professional services will be billed at the Plan rate. Services may include workflow analysis, accounting and automation consulting, change in ERP or environment, customized reporting, or additional training.

REFUNDS & CANCELLATION

In the event that you cannot go live due to activation issues unresolvable by Beanworks, the Activation Fee will be fully refunded within 60 days. Once live, there will be no refunds unless there is a technical issue on Beanworks' end.

You can cancel by giving Beanworks written notice 60 days before the end of your Term.

TIER CHANGES

If you are processing too many or too few invoices in a month, you can change your tier at any time by sending an email to subscriptions@beanworks.com and submitting a change order form.

* Annual Billing discount is not applicable to the lowest invoice Tier subscription.



Modules (USD)

Invoices \$99	Purchase Orders \$99	Payments \$99	Expenses \$249
Smart Data Capture	Automated Invoice-PO Match	Payment Aging Report	Category Mapping
Unlimited Lines	Blanket POs	Automatic Remittance Notifications	Mobile App
Unlimited Approvals	Purchase Requisitions	Check, ACH, EFT, VCC, Wires, Forex Available	Unlimited Receipts

Legal Entities

1: Included * 2-6: \$99 * 7-18: \$179 * 19-30: \$279 * 30+: \$299

Support

Within 16 Hours: Included * Within 8 Hours: \$99 * Within 4 Hours: \$199 * Within 2 Hours: \$249
With a Dedicated Account Manager

Dashboards

\$99



Schedule A – Order Form and Payment Information

BEANWORKS SOFTWARE AS A SUBSCRIPTION ORDER FORM

Services (USD)	
Activation Fees: \$ 6000.00 payable in Full upon Completed Integration	
<u>Annual Subscription Option</u>	<u>Monthly Subscription Option</u>
\$ 31272.00	\$ 2606.00
-\$ 2606.00	-\$.00
Total \$ 28666.00	Total \$ 2606.00
	(Annualized Total \$ 31272.00)
Billing Cycle: (please select)	Term:
Monthly	One Year
Live Date:	Billing Commencement Date:
Completed Integration	Completed Integration

Contact Information	
Company Name: Laramie County	
Billing Contact:	Role:
Phone Number:	Email:
Billing Address:	
City:	State:
Country: USA	Zip:
Secondary Contact (optional):	Role:
Phone Number:	Email:



PAYMENT INFORMATION

Payment of the one-time Activation Fee is payable via Visa, Mastercard or AMEX.

It is required that Subscription Fee is paid via auto-payment through Credit Card or ACH. Your Subscription Fee will be charged the day the invoice is generated (first day of the month for subscription fees, last day of the month for overages). Please select which payment method you would like to use for your Subscription Fee on the following pages.

For assistance completing this form, call us at 1-877-959-2326 or email accounting@beanworks.com.



Schedule B – Credit Card Information (required)

I, Stanley Walker, authorize Beanworks Solutions Inc. to charge the credit card described below in accordance with the Terms and Conditions of the Beanworks Software as a Service Agreement. This authorization is to remain in force until the account is cancelled or until Beanworks Solutions Inc. is notified in writing at least (15) business days prior to the next due date of the pre-authorized charge.

☐

Check here to opt in for auto billing via credit card.

Authorized Signature:

Date:

Credit Card Information:

Name on Card:		
Card Number:		
Expiration Date:	Month:	Year:
CVV:		
Customer Signature		



Schedule C – ACH Debit Authorization (optional)

I, Stanley Walker, authorize Beanworks Solutions Inc. to debit funds from the checking account described below in accordance with the Terms and Conditions of the Beanworks Software as a Service Agreement. This authorization is to remain in force until the account is cancelled or until Beanworks Solutions Inc. is notified in writing at least (15) business days prior to the next due date of the pre-authorized debit.

☐

Check here to opt in for auto billing via ACH.

Authorized Signature:

Date:

Bank Account Information:

Company Name:	
Bank Name:	
ABA Routing Number:	
Account Number:	
Address on Account:	



BEANWORKS SOFTWARE AS A SERVICE AGREEMENT

This Agreement is entered into on this day of April 15, 2024 between Beanworks Solutions Inc. (Beanworks) with a place of business at 1159 Hamilton Street, Vancouver BC V6B 5P6 and the Customer. This Agreement includes and incorporates the Order Form herein, as well as the full *Terms of Service* (<https://www.beanworks.com/beanworks-services-agreement>) of this Agreement and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

By signing below, the Customer agrees that it has read, understands and agrees with all of the terms and conditions referenced above

Name: Stanley walker

Company: Laramie County

Job Title:

Signature:

Date:

Reviewed and Approved by IT

A handwritten signature in black ink, appearing to be 'H. Walker', written over a horizontal line.

Quadient Accounts Payable by Beanworks as a service terms

Terms of Service

These Terms of Service were last updated on April 3, 2024.

The Beanworks Software As A Service Terms of Service (the "Terms of Service", together with any Order Forms and the Beanworks Software As A Service Agreement, the "Agreement") form an agreement between the customer accessing, downloading, installing or otherwise using (the terms "use" and "using" will refer to any of the foregoing) the Beanworks SaaS Services (such customer, the "Customer") and Beanworks Solutions Inc. ("Beanworks"), the supplier of the service referred to as Beanworks SaaS Services and is entered into on the earlier of the date Customer first uses any part of the Beanworks SaaS Services and the date Customer agrees to be bound by the Agreement (the "Effective Date"). Each of Beanworks and Customer shall individually be referred to as a "Party" and jointly as the "Parties".

These Terms of Service set forth the terms and conditions that govern the provision and use of: (i) the Beanworks SaaS Services for accounts payable automation; and (ii) additional services made available by Beanworks in respect of the Beanworks SaaS Services. By using Beanworks saas services (including the website), the customer acknowledges that the customer has read, accepts and agrees to be bound by and comply with the terms and conditions set out in these terms of service, as amended from time to time in accordance with this Agreement. If the customer does not accept and agree to be bound by these terms of service, the customer will immediately cease any further use of the Beanworks saas services. customer represents and warrants to Beanworks that the customer has the capacity to enter into this legally binding agreement. If the customer is using Beanworks saas services on behalf of another person, the customer hereby represents and warrants to Beanworks that the customer has the authority to bind such person to these terms of service.

1. Definitions

1. "Activation Services" means the services related to the one-time implementation of Beanworks SaaS Services including workflow analysis, technical integration and initial training required to successfully automate account payable processes for Customer with BeanworksAP and more generally, enable the use by Customer of Beanworks SaaS Services.
2. "Aggregated Data" has the meaning set out in this Agreement.
3. "Amendment" has the meaning set out in this Agreement.
4. "Annual Fees Prepayment Discount" has the meaning set out in this Agreement.
5. "Beanworks SaaS Services" means services through which Beanworks hosts and makes available the Beanworks solution for accounts payable automation. The term "Beanworks SaaS Services" includes BeanworksAP and Support Services, but it does not include Professional Services.
6. "Beanworks Services" means the Beanworks SaaS Services and the Professional Services, collectively, and any part thereof.
7. "BeanworksAP" means Beanworks' accounts payable automation software product, and any updates provided as part of the Beanworks SaaS Services.
8. "Customer Data" means any data, information, content, records, and files that Customer (or any of its Permitted Users) loads, receive through, transmits to or enters into the Beanworks SaaS Services, including Personal Information.
9. "Customer Systems" has the meaning set out in this Agreement.
10. "Customer User Account" has the meaning set out in this Agreement.
11. "Fees" has the meaning set out in this Agreement.
12. "Force Majeure" has the meaning set out in this Agreement.
13. "Go-Live Date" means the date Customer's accounting system is integrated with BeanworksAP.
14. "Initial Term" has the meaning set out in this Agreement.
15. "Minimum System Requirements" has the meaning set out in this Agreement.

16. "Modifications" means modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations, and "Modify" has a corresponding meaning.
17. "Order Form" means an order form that references these Terms of Service and that is executed by both Parties.
18. "Payment Solutions" has the meaning set out in this Agreement.
19. "Payments Service Providers" has the meaning set out in this Agreement.
20. "Payments Service Provider Contract" has the meaning set out in this Agreement.
21. "Permitted User" has the meaning set out in this Agreement.
22. "Personal Information" means information about an identifiable individual.
23. "Privacy Policy" has the meaning set out in this Agreement.
24. "Professional Services" has the meaning set out in Section 4(e). The term "Professional Services" does not include Beanworks SaaS Services.
25. "Renewal Term" has the meaning set out in this Agreement.
26. "Support Services" means the support services described in this Agreement.
27. "Term" has the meaning set out in this Agreement.
28. "Transition Services" has the meaning set out in this Agreement.
29. "Website" means any websites used by Beanworks to provide the Beanworks SaaS Services.

2. Beanworks SaaS Services

1. Provisioning of the Beanworks SaaS Services.

Subject to Customer's and its Permitted Users' compliance with the terms and conditions of the Agreement, Beanworks will make the Beanworks SaaS Services available to Customer on the terms and conditions set out in the Agreement during the Term. The customer is responsible for identifying and authenticating all Permitted Users, for ensuring only Permitted Users access and use the Beanworks SaaS Services, and for Permitted Users' compliance with the Agreement.

2. Restrictions on Use.

Customer will not itself, and will not permit others to:

1. sub-license, sell, rent, lend, lease or distribute the Beanworks SaaS Services or any intellectual property rights therein, or otherwise make the Beanworks SaaS Services available to others;
2. use the Beanworks SaaS Services to permit timesharing, service bureau use or commercially exploit the Beanworks SaaS Services;
3. use or access the Beanworks SaaS Services: (A) in violation of any applicable law; (B) in a manner that threatens the security or functionality of the Beanworks SaaS Services; or (C) for any purpose or in any manner not expressly permitted in the Agreement;
4. use the Beanworks SaaS Services to create, collect, transmit, store, use or process any Customer Data:
 1. that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
 2. that Customer does not have the lawful right to create, collect, transmit, store, use or process; or
 3. that infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity);
5. modify the Beanworks SaaS Services;
6. reverse engineer, decompile or disassemble the Beanworks SaaS Services;
7. remove or obscure any proprietary notices or labels on the Beanworks SaaS Services, including brand, copyright, trademark and patent or patent pending notices;
8. access or use the Beanworks SaaS Services for the purpose of building a similar or competitive product or service; or

9. perform any vulnerability, penetration or similar testing of the Beanworks SaaS Services.
3. Suspension of Access; Scheduled Downtime; Modifications. Beanworks may from time to time and at its discretion, without limiting any of its other rights or remedies at law or in equity, under the Agreement:
 4. suspend Customer's access to or use of the Beanworks SaaS Services or any component thereof;
 5. for scheduled maintenance;
 6. due to a Force Majeure;
 7. if Beanworks believes in good faith that Customer or any Permitted User has violated any provision of the Agreement;
 8. to address any emergency security concerns;
 9. for non-payment of invoices and Fees for the Beanworks Services; or
 10. if required to do so by a regulatory body or as a result of a change in applicable law; and
 11. make any Modifications to the Beanworks SaaS Services.

Customer is required to accept all patches, bug fixes and updates made by or on behalf of Beanworks to the Beanworks SaaS Services.

3. Ownership; Reservation of Rights

1. As between Beanworks and Customer, Customer retains all ownership and intellectual property rights in and to Customer Data. Customer grants to Beanworks a nonexclusive, worldwide, royalty-free, irrevocable, sublicensable, and fully paid-up right to access, collect, use, process, store, disclose and transmit Customer Data to: (i) provide the Beanworks Services; (ii) improve and enhance the Beanworks Services and its other offerings; and (iii) produce data, information, or other materials that are not identified as relating to a particular individual or company (such data, information and materials, the "Aggregated Data"). Beanworks may use, process, store, disclose and transmit the Aggregated Data for any purpose and without restriction or obligation to Customer of any kind.
2. Beanworks or its licensors retain all ownership and intellectual property rights in and to: (i) the Beanworks Services; (ii) anything developed or delivered by or on behalf of Beanworks under the Agreement; (iii) any Modifications to the foregoing (i) and (ii); and (iv) any suggestions, enhancement requests, feedback, or recommendations provided by Customer regarding the Beanworks Services (excluding Customer's Confidential Information therein).
3. All rights not expressly granted by Beanworks to Customer under the Agreement are reserved.

4. Installation, Updates, Upgrades, and Maintenance; Minimum System Requirements; Installation and Troubleshooting; Professional Services and Additional Training

1. Installation, Updates, Upgrades, and Maintenance.

The Beanworks SaaS Services include the following features, which may require installation to be run directly on Customer's systems ("Customer Systems"): (i) a sync tool, which automatically extracts data (such as vendor names and addresses) from Customer's specific accounting software and syncs and transfers such data with BeanworksAP; and (ii) an auto-updater, which periodically checks for new versions of the sync tool from Beanworks; automatically removes the current version of the sync tool from Customer Systems; and downloads and installs the new version of the sync tool directly onto Customer Systems. As a result, BeanworksAP, including such a sync tool and auto-updater, may automatically download and install updates and upgrades from time to time from Beanworks. These updates are designed to improve, enhance and further develop the Beanworks

SaaS Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Customer consents to the installation of BeanworksAP, including updates and upgrades (and authorizes Beanworks to deliver these to the Customer) as part of the Customer's use of the Beanworks SaaS Services. The customer may withdraw consent by uninstalling the syncing software(s) from all Customer Systems. The customer acknowledges that BeanworksAP causes Customer Systems to communicate with Beanworks for the purposes described above. All updates, upgrades and maintenance are included with the Fees. Upgrades will occur on a regular basis with no effort required by the Customer. Notifications will be made in advance of any upcoming significant releases, maintenance or other events that may affect the Beanworks SaaS Services. Some emergency updates may be communicated after they are delivered.

2. Minimum System Requirements.

The successful implementation of the Beanworks SaaS Services and subsequent operation thereof is dependent on specific minimum IT environment requirements for Windows, .NET Version, RAM, HDD, as well as company file and ERP location, which minimum system requirements are available (the "Minimum System Requirements"). The Minimum System Requirements may vary based on the Customer's enterprise resource planning (ERP) platform. Customer, at its sole expense, agrees to provide compatible Customer Systems for the activation of BeanworksAP and is responsible for upgrading and configuring Customer Systems to remain compatible with the Minimum System Requirements at all times during the Term.

3. Installations and Troubleshooting.

Time spent providing additional services, beyond the scope of standard Activation Services, to address or resolve Minimum System Requirements not being met; special installation requirements; or complex or outsourced network infrastructure; and third-party applications, plug-ins and add-ons will be billed to Customer at Beanworks' then-current hourly rates. Support provided performing diagnostics or troubleshooting IT issues, such as relating to connectivity, permissions, security or authorization, are also billable to Customer at Beanworks' then-current hourly rates for Professional Services.

4. Migration to a Different ERP Platform Post Implementation.

The Activation Fee referenced in an Order Form is the fee for the Activation Services. If Customer subsequently migrates to a different ERP platform after Activation Services have been completed and Customer has used the Beanworks Services, Beanworks will assist with transitioning or re-implementing BeanworksAP for Customer on a fee-for-service basis at its then-current rates for providing Professional Services.

5. Professional Services and Additional Training.

As requested by Customer from time to time subsequent to Activation Services completion, Beanworks will provide services to Customer mutually agreed to in nature and scope that may include or relate to supplemental workflow analysis, accounting and automation consulting, a change in ERP platform or environment, customized reporting and templating, additional (re)training or other related services (the "Professional Services") on a fee-for-service basis at then-current rates.

5. Privacy

The customer understands that Personal Information, including the Personal Information of Permitted Users, will be treated in accordance with Beanworks' privacy policy located at <https://www.beanworks.com/privacy-policy/> (the "Privacy Policy").

6. Customer User Account

Upon Customer's request, Beanworks will issue one account (the "Customer User Account") to Customer for use by Customer and all individuals who are employees or contractors of Customer that Customer wishes to have access to and use of the Beanworks SaaS Services (each, a "Permitted User"). The customer will ensure that Permitted Users only use the Beanworks SaaS Services through the Customer User Account. The customer will not allow any Permitted User to share the Customer User Account with any other person. The customer will promptly notify Beanworks of any actual or suspected unauthorized use of the Beanworks SaaS Services. Beanworks reserves the right to suspend, deactivate, or replace the Customer User Account if it determines that the Customer User Account may have been used for an unauthorized purpose. Customer will ensure that all individual users of the Beanworks SaaS Services, including Permitted Users, are contractually bound to terms and conditions with Customer that is no less restrictive or protective of Beanworks' rights than those set forth in the Agreement.

7. Customer Success Support Services

1. Customers will generally have access to Beanworks' technical support: (i) via telephone at 1 (877) 959 2326 from 6:00 am PST to 5:00 pm PST from Monday to Friday, excluding New Years' Day, Labour Day, Christmas Day, and other statutory holidays and Beanworks company-wide events from time to time with notice being provided in advance; (ii) via email at support@beanworks.com; and (iii) through available interfaces on the Websites, if any. Response time to support requests received by Beanworks will depend and vary based on the pricing plan Customer is currently subscribed to.
2. Beanworks provides an online self-serve knowledge base, as well as online training and troubleshooting content; and will use commercially reasonable efforts to respond to support requests within the time frame associated with the active pricing plan for Customers. However, Beanworks reserves the right to charge additional fees if the volume of support requests exceeds what would be reasonably expected based on the stage and extent of the Customer's Beanworks SaaS Services usage. Beanworks uses a train-the-trainer approach, and the Customer's system administrator is responsible for the good implementation, use and maintenance of Beanworks SaaS Services for the Customer.

8. Payments Processing

1. Beanworks offers payment processing and related services as part of Beanworks SaaS Services, including ACH, eCheck, EFT and cheque/check payment; international payments and foreign exchange; and virtual credit card payment solutions (the "Payment Solutions"), and the Payment Solutions are enabled through or in conjunction with BeanworksAP and executed by Beanworks' payments service provider partners (the "Payments Service Providers"). The Payment Solutions are optional to Customer, and access to such Payment Solutions requires Customer to subscribe to a monthly pricing plan that includes such service offering. Transaction fees associated with the Individual Payment Solutions are included with the Order Form. Use of Payments Solutions requires Customer to complete an application (for each legal entity) with the applicable Payments Service Provider, and after approval of such application, sign a separate agreement with the specific Payments Service Provider (the "Payments Service Provider Contract"). Customer understands and agrees that the (i) Payment Service Provider and not Beanworks is responsible and liable for performance of the Payment Solutions and (ii) Beanworks shall have no liability to Customer or any third party with regard to the Payment Solutions. Prior to using the Payment Solutions functionality of BeanworksAP, the Customer must have all applicable Payments Service Provider Contract(s) in effect. By using the Payment Solutions, Customer acknowledges it must be in full compliance with the terms and conditions of Payments Service Provider Contract(s) and be in good standing with the applicable Payments Service Provider. Beanworks may be granted rights to act on Customer's behalf

under Payment Service Provider Contracts, in which case Beanworks will only exercise such rights to provide the Payment Solutions in accordance with this Agreement.

9. Fees; Invoicing; Annual Prepayment Discount; Payment; Termination Refund

1. Fees.

The customer will pay Beanworks the fees described in any Order Form (the "Fees"). Fees are billed in advance monthly or annually, as applicable, in US dollars, unless otherwise noted on the Order Form, and are due and payable upon receipt, in accordance with this Agreement. If Customer's use of the Beanworks SaaS Services exceeds any service capacity set forth on an Order Form, for example, where Customer chooses a specific invoice tier with a maximum number of monthly invoices and exceeds such maximum ("Tier Overage") or otherwise requires the payment of additional fees (pursuant to the terms of the Agreement), Customer will be billed for such overage or usage in the month at the end of the month in which such fees were incurred, and Customer will pay the additional fees in accordance with the Agreement. For annually paying Customers, the Tier Overage will be calculated based on the annualized amount, and will be invoiced at the end of the year. For example, if a Customer prepay an annual subscription with a 200 Invoice Tier, the Tier Overage will be the amount that exceeds 2,400.

Payments processed through BeanworksAP or in conjunction therewith are subject to a per-transaction fee based on the payment method or currency and are payable to either Beanworks or directly to the Payment Service Provider, as applicable, based on the fee schedule in the applicable Order Form. Per-transaction fees are subject to change from time to time, in accordance with this Agreement. As applicable, fees will be billed for additional or different specific Payment Solutions services ordered and used by Customer over the Term.

Additional fees will be billed for additional services provided as applicable, in accordance with this Agreement.

2. Changes to the Fees.

Beanworks reserves the right to change the Fees and institute new charges, not more than once in each Renewal Term. Any change in per-transaction fees directly charged to the Customer by the Payment Service Provider for Payments Solutions used is governed by the terms and conditions of the applicable Payments Service Provider Contract.

3. Invoicing.

Beanworks will prepare and electronically send to Customer, at the then-current contact information on file with Beanworks, an Invoice for any Fees that have become due and payable. Unless otherwise expressly stipulated in an invoice or the Customer has elected for and agreed in writing to pre-authorized invoice payment, the Customer will pay all invoiced amounts upon delivery of the invoice, and payment will be made using the payment methods that are currently made available by Beanworks.

4. Unused Tier Invoices.

If Customer chooses an invoice tier containing a committed number of monthly invoices, the Customer will not be entitled to any refund or credit based on any unused invoices.

5. Disputed Invoices or Charges.

If Customer believes Beanworks has charged or invoiced Customer incorrectly, Customer must contact Beanworks no later than 30 days after having been charged by Beanworks or receiving the invoice in which the error or problem appeared in order to request an adjustment or credit. In the event of a dispute, Customer will pay any undisputed amounts in accordance with the payment

terms herein, and the Parties will discuss the disputed amounts in good faith in order to resolve the dispute.

6. Annual Fees Prepayment Discount.

If Customer chooses to prepay the total annual fees amount as set out in the applicable Order Form, a prepayment discount in the equivalent amount of 1 month of fees, i.e. 1/12 of the total annual fees for on the applicable Order Form (the "Annual Prepayment Discount") will be shown as a credit on the invoice delivered to Customer.

7. Late Payment.

Customer may not withhold or set off any amounts due under the Agreement. Beanworks reserves the right to suspend Customer's access to the Beanworks SaaS Services or any delivery of Professional Services until all due and undisputed amounts are paid in full. Any late payment will be increased by the costs of collection (if any) and will incur interest at the rate of one and a half percent (1.5%) a monthly (18% annually), or the maximum legal rate (if less), plus all expenses of collection, until fully paid.

8. Taxes.

The Fees set out in the Agreement do not include applicable sales, use, gross receipts, value-added, PST, GST or HST, personal property or other taxes. Customer will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions in connection with the Agreement, unless taxes are included on the invoice delivered and collected on behalf of Customer as a convenience to Customer, and other than taxes based on the net income or profits of Beanworks.

9. Suspension.

Any suspension of the Beanworks Services by Beanworks pursuant to the terms of the Agreement will not excuse Customer from its obligation to make payments under the Agreement.

10. Confidential Information

1. Definitions.

For the purposes of the Agreement, a Party receiving Confidential Information (as defined below) will be the "Recipient", the Party disclosing such information will be the "Discloser" and "Confidential Information" of Discloser means any and all information of Discloser or any of its licensors that has or will come into the possession or knowledge of the Recipient in connection with or as a result of entering into the Agreement, including information concerning the Discloser's past, present or future customers, suppliers, technology or business, and where Discloser is Customer includes Customer Data; provided that Discloser's Confidential Information does not include, except with respect to Personal Information: (i) information already known or independently developed by Recipient without access to Discloser's Confidential Information; (ii) information that is publicly available through no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

2. Confidentiality Covenants.

Recipient hereby agrees that during the Term and at all times thereafter it will not, except to exercise its license rights or perform its obligations under the Agreement: (i) disclose Confidential Information of the Discloser to any person, except to its own personnel or affiliates that have a "need to know" and that have entered into written agreements no less protective of such Confidential Information than the Agreement, and to such other recipients as the Discloser may approve in writing; (ii) use

Confidential Information of the Discloser; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Each Party will take industry standard precautions to safeguard the other Party's Confidential Information, which will in any event be at least as stringent as the precautions that the Recipient takes to protect its own Confidential Information of a similar type.

3. Exceptions to Confidentiality.

Notwithstanding Section 10 (2), Recipient may disclose Discloser's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business; or (iii) in the case of Beanworks, to potential assignees, acquirers or successors of Beanworks if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Beanworks.

11. Marketing

Customer authorizes Beanworks to reference Customer's company name in any printed marketing materials, new client press releases and on its Website, in each case, if Beanworks so chooses. Such references set out in this Section may include pre-approved logo representation, pre-approved testimonials, case studies, and other marketing-related activities.

12. Warranty; Disclaimer; Indemnity

1. Customer Warranty.

Customer represents and warrants to and covenants with Beanworks that the Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures (including to each Permitted User), obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable laws, to enable Beanworks to provide the Beanworks Services, including with respect to the collection, storage, access, use, disclosure, processing and transmission of Personal Information, including by or to Beanworks and to or from all applicable third parties.

2. General disclaimer.

Beanworks does not warrant that the Beanworks services will be uninterrupted or error-free or that all errors can or will be corrected; nor does it make any warranty as to the results that may be obtained from the use of the Beanworks services. Except as specifically provided in the agreement, the Beanworks services (or any part thereof) and any other products and services provided by Beanworks to customers are provided "as is" and "as available".

To the extent permitted by applicable law, Beanworks hereby disclaims all express, implied, collateral or statutory warranties, representations and conditions, whether written or oral, including any implied warranties or conditions of merchantability, merchantable quality, compatibility, title, non-infringement, security, reliability, completeness, quiet enjoyment, accuracy, quality, integration or fitness for a particular purpose or use, or any warranties or conditions arising out of a course of dealing or usage of trade. Without limiting the generality of any of the foregoing, Beanworks expressly disclaims any representation, condition or warranty that any data or information provided to the customer in connection with the customer's use of the Beanworks services (or any part thereof) is accurate, or can or should be relied upon by customer for any purpose whatsoever.

3. Customer indemnity.

Customer will defend, indemnify and hold harmless Beanworks, its employees, officers, directors,

affiliates, agents, contractors, successors, and assigns against any and all third party (including Permitted Users) claims (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with: (i) Customer Data; (ii) Customer's breach of any of Customer's obligations, representations, warranties or covenants under the Agreement; or (iii) use of the Beanworks Services (or any part thereof) by Customer or any Permitted User in combination with any third party software, application or service. Customer will fully cooperate with Beanworks in the defence of any claim defended by Customer pursuant to its indemnification obligations under the Agreement and will not settle any such claim without the prior written consent of Beanworks.

4. Beanworks Indemnity.

Beanworks will defend, indemnify and hold harmless Customer against any and all third-party claims alleging that the Beanworks Services, or the access to or use by Customer of any Beanworks Services as permitted pursuant to the Agreement, infringes, violates or misappropriates any intellectual property right of any person.

13. Limitation of Liabilities

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

1. Amount.

In no event will the total aggregate liability of Beanworks in connection with or under the agreement, whether in contract, tort (including negligence or gross negligence), or otherwise, exceed the amount of fees paid by the customer for the Beanworks services in the 12 month period immediately preceding the event giving rise to the claim. For greater certainty, the existence of one or more claims under the agreement will not increase this maximum liability amount. In no event will Beanworks' third-party suppliers have any liability arising out of or in any way connected to the agreement.

2. Type.

To the maximum extent permitted under applicable law, in no event will Beanworks be liable to the customer or any permitted user for any: (i) special, exemplary, punitive, indirect, incidental or consequential damages; (ii) lost or loss of (a) savings, (b) profit, (c) data, (d) use, or (e) goodwill; (iii) business interruption; (iv) costs for the procurement of substitute products or services; (v) personal injury or death; or (vi) personal or property damage in each case, arising out of or in any way connected to the agreement, regardless of the cause of action or the theory of liability, whether in contract, tort (including negligence or gross negligence), or otherwise, and even if notified in advance of the possibilities of such damages.

14. Term and Termination

1. Term.

A subscription to Beanworks SaaS Services will commence on the Live Date as described on the Order Form, and will continue in full force and effect for a period of one year, or other such period described on the Order Form unless terminated earlier pursuant to this Agreement ("Initial Term"). The Initial Term will automatically renew for successive periods similar to the Initial Term (each, a "Renewal Term", and together with the Initial Term, the "Term") unless either Party provides the other Party with written notice of its intention not to renew not less than 60 days prior to the end of the Initial Term or then-current Renewal Term.

2. Discontinuation of Service.

Notwithstanding any other Sections of this Agreement, Beanworks may, at its discretion, terminate a Beanworks Service at any time by providing at least 60 days advance written notice to Customer.

3. Termination for Cause.

Either Party may, in addition to other relief, terminate the Agreement if the other Party commits a material breach of the Agreement and fails to correct such breach within 30 calendar days after receipt of notice of the breach. Notice of termination is to be sent to subscription@beanworks.com. Beanworks may in its discretion terminate this Agreement effective immediately upon delivery of notice of termination to Customer if Customer becomes insolvent, ceases to conduct business in the ordinary course, takes any step or proceeding available to Customer for the benefit of insolvent debtors, or is subject to a proceeding for liquidation, dissolution or winding up, or a receiver, receiver-manager, liquidator or trustee in bankruptcy.

4. Consequences of Termination.

If this Agreement is terminated for any reason: (a) all Beanworks SaaS Services will terminate immediately and automatically, without notice to either Party, and Customer and all Permitted Users will immediately cease using any Beanworks SaaS Services; (b) all engagements for the provision of Professions Services will terminate immediately and automatically, without notice to either Party, and Beanworks will no longer be obligated to perform any Professional Services for Customer; (c) each Party will remain responsible and liable for all obligations and liabilities arising prior to the termination of this Agreement; and (d) Customer will promptly pay all outstanding fees and applicable taxes.

5. Transition Services.

Upon termination of the Agreement, Customer will immediately cease accessing or using the Beanworks Services. Within 90 calendar days following termination, Beanworks will, at Customer's option, return to Customer, or delete or otherwise render inaccessible, any Customer Data that remains in the hardware or systems used by Beanworks to provide the Beanworks SaaS Services (the "Transition Services"). If requested, Beanworks will provide Customer with a copy of all of Customer's invoice images (along with the approval and coding history for such invoices). Customers may choose to independently export their Customer Data from BeanworksAP at no charge. For greater certainty, Customer will no longer have a right to extract or request that Beanworks extract and provide to Customer, any Customer Data, including invoice images (along with the approval and coding history for such invoices), once such 90-day period has expired. In addition, Beanworks will perform additional transition services that are mutually agreed upon by Beanworks and Customer in a statement of work that is added to an Order Form.

6. Survival.

Any provision in this Agreement which should naturally by its terms survive the expiration or earlier termination of this Agreement will continue to survive.

15. General Provisions

1. Notices.

Notices sent to either Party will be effective when delivered in writing and in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices must be sent: (i) if to Beanworks, to the following address:

1159 Hamilton Street, Vancouver, BC, Canada V6B 5P6

Attention: Customer Success Team Email: support@beanworks.com and (ii) if to Customer, to the

current postal or email address that Beanworks has on file with respect to Customer. Beanworks may change its contact information by posting the new contact information on the Website or by giving notice thereof to the Customer. Customer is solely responsible for keeping its contact information on file with Beanworks current at all times during the Term.

2. Assignment.

The customer will not assign the Agreement to any third party without Beanworks' prior written consent. Beanworks may assign the Agreement or any rights under the Agreement to any third party without the Customer's consent. The Agreement will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.

3. Governing Law and Attornment.

The Agreement and any action related thereto will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with the Agreement in Vancouver, British Columbia, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Agreement. This choice of jurisdiction does not prevent Beanworks from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

4. Export Restrictions.

The customer will comply with all export laws and regulations that may apply to its access to or use of the Beanworks SaaS Services.

5. Construction.

Except as otherwise provided in the Agreement, the Parties' rights and remedies under the Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of the Agreement are for reference purposes only and have no substantive effect. The terms "consent" or "discretion" mean the right of a Party to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to the other Party.

6. Force Majeure.

Neither Party will be liable for delays caused by any event or circumstances beyond that Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving that Party's employees), Internet service failures or delays, or the unavailability or modification by third parties of telecommunications or hosting infrastructure or third party websites ("Force Majeure").

7. Severability.

Any provision of the Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from the Agreement and all other provisions of the Agreement will remain in full force and effect.

8. Waiver.

A waiver of any provision of the Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

9. Independent Contractors.

Beanworks' relationship with Customer is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and neither Party will represent to any third party that it has, any authority to act on behalf of the other Party.

10. Entire Agreement.

The Agreement, including these Terms of Service, constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior or contemporaneous agreements, representations or other communications between the Parties, whether written or oral.

11. Amendments.

No amendment, supplement, modification, waiver, or termination of the Agreement and, unless otherwise expressly specified in the Agreement, no consent or approval by any Party, will be binding unless executed in writing by the Party or Parties to be bound thereby. Notwithstanding the preceding sentence, Beanworks may unilaterally amend these terms of service, in whole or in part (each, an "amendment"), by giving the customer prior notice of such amendment or posting notice of the such amendment on the website. Unless otherwise indicated by Beanworks, any such amendment will become effective as of the date the notice of such amendment is provided to the customer or is posted on the website (whichever is the earlier); provided, however, that if Beanworks amends this Agreement to remove the right of termination for convenience, Customer may terminate the Agreement upon written notice to Beanworks within 30 days of such amendment.

12. Third-Party Interactions.

Beanworks may engage third parties to provide the Beanworks SaaS Services or perform its obligations, or any portion thereof, under the Agreement. Beanworks will remain responsible for the performance of its obligations set out in this Agreement performed by any third party to the same extent as if such obligations were performed by Beanworks.

13. English Language.

It is the express wish of the Parties that the Agreement and all related documents be drawn up in English.