

NTD: For use where no contract currently governs relationship with a vendor or where vendor has requested our documentation for provision of services.

DEVELOPMENT MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) is made and entered into this 12 day of March, 2024 (the “**Effective Date**”), by and between **J Money Apps Inc.** (“**Developer**”), a British Columbian corporation, with its principal place of business at 2115 Chambers St, Victoria, BC, V8T 3L1 and Hootsuite Inc. a Canadian corporation with its principal place of business at 5 East 8th Avenue, Vancouver, BC, V5T 1R6 (“**Hootsuite**”).

1. PERFORMANCE OF SERVICES

- 1.1. Subject to the terms and conditions of this Agreement, Developer shall perform the services (the “**Services**”) and, if applicable, prepare and deliver to Hootsuite the deliverables and work product (the “**Deliverables**”), as set out in one or more statements of work (each, a “**SOW**”), each in the form attached hereto as Schedule A. Each SOW is automatically incorporated into, and forms a part of, this Agreement. Each SOW will be executed prior to the commencement of the Services.
- 1.2. Developer will devote such of its time, attention and energy as is necessary to perform the Services and create, develop and deliver the Deliverables and the final software solution comprised of the Deliverables to be developed by Developer under this Agreement (the “**Software**”) as contemplated hereunder.
- 1.3. Subject to section 13.5, Developer shall deliver the Deliverables and the Software on the schedules set forth in each SOW.

2. ACCEPTANCE OF DELIVERABLES AND SOFTWARE

- 2.1. Upon completion of each development phase set forth in a SOW (each, a “**Development Phase**”), Developer will deliver each Deliverable to Hootsuite and each Deliverable will be installed in the appropriate Hootsuite repository-testing environment for review by Hootsuite. Hootsuite shall have a reasonable amount of time from the date of delivery of such Deliverables to inspect, test and evaluate such Deliverables. Hootsuite in its reasonable discretion will accept or reject Deliverables.

If Hootsuite rejects any Deliverable, it shall notify Developer of the defects causing the rejection of the Deliverable and Developer will then have ten (10) business days following the date it receives Hootsuite’s written notice of defect to correct the Deliverable and resubmit to Hootsuite for further review. Upon delivery of the corrected version of the Deliverable, the testing process will be repeated until Hootsuite accepts the Deliverable.

- 2.2. Following completion of all Development Phases, the Software will be sent for final review to Hootsuite. Hootsuite in its reasonable discretion will accept or reject the Software.

3. CHANGE MANAGEMENT

Hootsuite may, from time to time, request changes in the scope of the Services and/or Deliverables identified in a SOW (a “**Change Request**”). Upon receipt of a Change Request, Developer shall evaluate such requested changes, and shall, within ten (10) days of such Change Request, submit to Hootsuite a written response (the “**Change Order**”) to the Change Request. The Change Order shall indicate, among other things, the extent to which the Change Request will impact the fees, schedule, Deliverables and other terms and conditions of the Agreement. If Hootsuite accepts such Change

Order (such acceptance to be indicated in writing), the Change Order will be incorporated by reference into this Agreement and will be deemed to amend and modify this Agreement and the SOW to the extent specified in the Change Order. In the event, despite diligent and good faith negotiations, the parties fail to agree on the character or effect of a Change Order, then Developer will continue performing the Services and preparing and the delivering the Deliverables and Software without changes to the SOW.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents, warrants and covenants that:

- 4.1. the Services will be performed, and Deliverables will be prepared and delivered, in a diligent, professional and workmanlike manner consistent with standards generally observed by a well-managed company in the industry for similar services and in compliance with all applicable laws;
- 4.2. Developer has, or at the time of delivery shall have, good and marketable title to the Deliverables and Software, free and clear of all liens and encumbrances of any kind whatsoever;
- 4.3. the products, materials and parts incorporated into the Deliverables and Software and their use by Hootsuite do not infringe on any trade-mark, copyright, industrial design or other intellectual property right of any third party;
- 4.4. Developer shall at all times during the Term comply with the security practices outlined in Schedule B;
- 4.5. Developer, both during and after engagement with Hootsuite, will not make any unauthorized use of Hootsuite's computer systems, communications networks, databases or files. Developer will adhere to all Hootsuite policies regarding the use of such computer systems, communications networks, databases or files; and
- 4.6. Developer will not use unauthorized software on Hootsuite's equipment during the course of engagement with Hootsuite. Furthermore, Developer will not incorporate into or link with the Hootsuite's Confidential Information or any third-party intellectual property (including third party software, images, works or materials, third party patents or trade secrets, and open source software) without first (a) disclosing same to Hootsuite together with the license therefor from such third party, and (b) receiving authorization from Hootsuite for such incorporation or linkage.

5. INTELLECTUAL PROPERTY

- 5.1. Upon creation, Developer assigns to Hootsuite all right, title and interest in and to the Deliverables, Software, and any work product created or developed by Developer for Hootsuite under the terms of this Agreement ("**Work Product**"), including any and all intellectual property rights therein. At the request and expense of Hootsuite, both during and after engagement with Hootsuite, Developer will do all acts necessary and sign all documentation necessary in order to assign all right, title and interest in and to the Deliverables, Software, and Work Products to Hootsuite and to enable Hootsuite to register patents, copyrights, trade-marks, mask works, industrial designs and such other protections as Hootsuite deems advisable anywhere in the world. If, during and in the course of engagement with Hootsuite, Developer develops any Deliverable, Software, or

Word Product that is protected by copyright, Developer hereby waives unconditionally any “moral rights” Developer may have in such Deliverables, Software, or Work Products and shall ensure that Developer’s employees, agents and subcontractors waive unconditionally any “moral rights” in such Deliverables, Software, and Work Products.

5.2. To the extent that a Deliverable contains or utilizes the intellectual property of Developer or a third party (“**Pre-Existing Materials**”), Developer and the third party will retain all of their right, title and interest in and to such Pre-Existing Materials, including all intellectual property rights therein; provided that, to the extent that a Deliverable, Software, or Work Product contains or utilizes Pre-Existing Materials, Developer grants to Hootsuite a royalty-free, irrevocable, perpetual, world-wide, non-exclusive license to modify, copy and use such Pre-Existing Materials in connection with Hootsuite’s use of the Deliverables, Software, and or Work Products.

5.3. To the extent that the Deliverables, the Software or any Work Products is developed containing any material or content for which a third party has an exclusive intellectual property right, Developer shall at its own expense obtain a license from the owner of such material permitting the use of such material in connection with the Services, the Deliverables, the Software or the Work Products, and granting Developer the right to sublicense its use to Hootsuite.

5.4. All proprietary right, title and interest in and to any intellectual property provided by Hootsuite to Developer, including all intellectual property rights therein (“**Hootsuite’s Proprietary Property**”), are owned by Hootsuite. Hootsuite hereby grants to Developer a limited, non-exclusive, revocable, non-transferable, royalty-free license to use Hootsuite’s Proprietary Property during the Term (as defined below) for the sole purpose of providing the Services and/or preparing and delivering the Deliverables and Software hereunder.

6. INDEMNIFICATION

Developer agrees to indemnify and hold Hootsuite and its partners, directors, officers, employees, agents and subcontractors harmless from and against all actions, liabilities, damages, losses, awards, judgments, proceedings, demands and/or expenses (including reasonable legal fees) related to, arising out of or in connection with: (a) the performance by Developer of the Services and/or preparation and delivery of the Deliverables and Software; (b) any breach or violation of Developer’s representations, warranties or covenants under this agreement; and (c) any claim by a third party that a Deliverable, Software, or Work Product or the use of any Deliverable, Software, or Work Product by Hootsuite or Hootsuite’s employees directly or indirectly violates or infringes any intellectual property right or other proprietary right of any person.

7. PAYMENT TERMS

7.1. As compensation for the Services, Deliverables, and/or Software, Hootsuite will pay to Developer the fees set forth in the applicable SOW (the “**Fees**”).

7.2. Except as set forth in a SOW, Hootsuite will reimburse Developer for all reasonable out-of-pocket expenses incurred by Developer in its performance of the Services, and/or preparation and delivery of Deliverables and Software, including, without limitation, actual travel and lodging expenses (the “**Expenses**”), provided that such Expenses have been pre-approved in writing by Hootsuite and Developer provides receipts to Hootsuite.

- 7.3. Developer will submit invoices to Hootsuite for Fees and Expenses monthly in arrears. Hootsuite will pay the Fees and Expenses within 30 days of receipt of the invoice.
- 7.4. *Taxes.* The charges described herein do not include applicable sales, use and excise taxes levied against or upon the Services, Deliverables, and/or Software provided hereunder or arising out of this Agreement, and Hootsuite shall be responsible for paying such taxes.

8. CONFIDENTIALITY

- 8.1. A party's "Confidential Information" means any information that is not generally available to the public and that is treated as confidential by the disclosing party, including, without limitation, any software, tools, frameworks, know-how, industry information, strategy or planning, and client-related information disclosed by such party, and any material prepared by the receiving party or its representatives based upon such information; provided, however, that "Confidential Information" shall not include any information that (i) is publicly available other than as a result of the recipient's breach hereof; (ii) was in the recipient's possession prior to its receipt hereunder; (iii) was disclosed to the recipient by a third party not under an obligation not to disclose it; or (iv) is independently developed by the recipient without reference to or use of non-public information received from the disclosing party.
- 8.2. Each party shall protect the other party's Confidential Information using the same standard of care it uses to protect its own Confidential Information of a like nature, but not less than a reasonable standard of care. Each party will keep confidential and not disclose any of the other party's Confidential Information, except as permitted in this Agreement. Each party agrees not to use any of the other party's Confidential Information for any purpose other than in connection with the Services and/or preparation and delivery of the Deliverables and Software. Each party further agrees to disclose Confidential Information only to its and its wholly-owned subsidiaries' directors, officers, employees, agents, or representative who are bound by confidentiality obligations consistent with the terms of this Agreement.
- 8.3. If a party becomes legally compelled (by law, rule, regulation, subpoena or similar court process) to disclose any of the Confidential Information received from the other party, the compelled party shall use reasonable efforts to provide the other party with prompt notice (unless prohibited by law from doing so) of such requirement or advice prior to disclosure so that the other party may seek a protective order or other appropriate remedy. If such remedy is not obtained, the compelled party agrees to disclose only that portion of the Confidential Information that it is legally required to disclose and, at the request and expense of the other party, to use reasonable efforts to obtain assurance that such Confidential Information will be treated as confidential.
- 8.4. Upon request from either party in writing, the other party shall: (i) promptly return, within five (5) business days of receipt of the request, all copies of the requesting party's Confidential Information in its possession or control; or (ii) take reasonable steps to permanently delete any of the requesting party's Confidential Information stored by it in a computer or electronic retrieval system so that it is incapable of retrieval. Notwithstanding the foregoing, (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and (ii) one copy of any item of written Confidential Information may be retained by legal counsel or accountants for record retention purposes or as required in accordance with applicable laws or rules of professional conduct. The foregoing requirement to return or destroy Confidential

Information shall not apply to computerized archival or back-up files where it would be reasonably impracticable to destroy such computerized archival or back-up files, provided that such computerized archival or back-up files shall be kept strictly confidential for so long as they are retained.

- 8.5. In no event shall either party be deemed, by virtue of this Agreement, to have acquired any right or interest of any kind in, or to, the Confidential Information of the other party.

9. TERM AND TERMINATION

- 9.1. This Agreement shall be effective commencing on the Effective Date and shall remain in effect until this Agreement is terminated by a party as permitted herein; however, all provisions of this Agreement will continue in existence until the expiration or termination of any SOWs with terms that extend beyond the Term (the “**Term**”).
- 9.2. Hootsuite may terminate this Agreement or any SOW hereunder for any reason by giving thirty (30) days’ written notice to Developer.
- 9.3. Either party may terminate this Agreement or any SOW (i) if the other party has breached all or any portion of this Agreement or any SOW and such breach has not been rectified within thirty (30) days of notice from the non-breaching party, or (ii) immediately if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed of its business; or a voluntary or involuntary petition in bankruptcy is filed or proceedings for the re-organization or winding-up of such party are instituted.
- 9.4. Upon the termination of a SOW or of this Agreement, as the case may be, Developer shall immediately turn over to Hootsuite any materials generated during the performance of the SOW as the case may be. Hootsuite will pay Developer on a pro rata basis for all Services performed, Deliverables and Software prepared and delivered, and reimbursable Expenses incurred prior to, and including, the date of termination. Developer will refund to Hootsuite any amounts paid by Hootsuite that are in respect of Services that were to be performed, Deliverables and Software that were to be prepared and delivered, and Expenses that were to be incurred after the date of termination, and Developer will cooperate with Hootsuite in the orderly transfer of any work in progress to Hootsuite.

10. LIMITATION OF LIABILITY

- 10.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.
- 10.2. EXCEPT WITH RESPECT TO THE INDEMNIFICATION, CONFIDENTIALITY AND DATA PROTECTION OBLIGATIONS OF THE PARTIES, THE TOTAL LIABILITY, IF ANY, OF EITHER PARTY, WILL NOT EXCEED THE FEES PAID OR PAYABLE BY HOOTSUITE UNDER THE SOW THAT GAVE RISE TO SUCH LIABILITY.
- 10.3. EXCEPT AS EXPRESSLY STATED HEREIN, NO EXPRESS OR IMPLIED WARRANTY IS MADE WITH RESPECT TO THE SERVICES OR GOODS TO BE SUPPLIED BY DEVELOPER HEREUNDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. GOVERNING LAW/ATTORNEYMENT

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia.

12. PUBLICITY

Neither party shall create, publish, distribute or permit any written material, press release or other announcement, which includes the name of the other party or otherwise describes the relationship contemplated by this Agreement, without first receiving the prior written consent of such party.

13. MISCELLANEOUS

- 13.1. The performance by Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Developer and Hootsuite, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties. The rights and the obligations of the parties will be only those expressly set forth in this Agreement. Each Party will perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the other party.
- 13.2. The waiver by any party of any breach of a covenant will not be construed to be a waiver of any subsequent breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.
- 13.3. Notwithstanding anything to the contrary herein, Sections 4.2 to 4.6, 5, 6, 8, 9.4, 10, 11 and 13 shall survive expiration or termination of this Agreement.
- 13.4. Notices or other communication under this Agreement will be in writing and will be effective when delivered personally or by overnight courier, emailed with return acknowledgement, or mailed, postage prepaid, by certified or registered mail to each party. Notices will be addressed pursuant to the addresses provided in opening paragraph of this Agreement, unless either party gives notice to the other party of a change of address.
- 13.5. The section and subsection headings used in this Agreement are for reference and convenience only, and shall not affect in any way the meaning or interpretation of the Agreement. In the event of any conflict or inconsistency between a provision of a SOW and one or more provisions of this Agreement, the provision of the SOW shall prevail and govern the interpretation thereof, but only to the extent of the conflict or inconsistency.
- 13.6. This Agreement (including any SOW and exhibits and attachments) constitutes the entire agreement between the parties, and supersedes all previous Agreements, promises and representations, whether written or oral, between the parties concerning the subject matter hereof. The unenforceability of any provision of this Agreement will not affect the remaining provisions or any portion(s) thereof. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.
- 13.7. Neither party may assign all or any part this Agreement nor any rights or obligations hereunder, whether directly or indirectly without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, nothing herein shall

restrict Hootsuite's ability to assign this agreement to an affiliate or an acquirer of all or substantially all of Hootsuite's assets.

- 13.8. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect the legality, validity, or enforceability of the remaining provisions of this Agreement. In such case the parties will negotiate, in good faith and without delay, an appropriate amendment consistent with the purposes of this Agreement in order to carry out their intent.
- 13.9. In the event of any breach of the provisions of this Agreement, the affected non-breaching party shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance, in addition to any and all other remedies available at law or in equity.
- 13.10. Time is of the essence of this Agreement and every part hereof.
- 13.11. Developer may not use subcontractors or agents in connection with the performance of the Services, and/or preparation and delivery of Deliverables and Software without Hootsuite's prior written consent. Notwithstanding Developer's use of permitted subcontractors, Developer shall remain responsible for compliance with all of its obligations hereunder.
- 13.12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

HOOTSUITE INC.

[NAME OF DEVELOPER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Schedule A
Form of Statement of Work

STATEMENT OF WORK

Between J Money Apps Inc. and Hootsuite Inc.

Project Name: Hootsuite for monday.com Bug Fixes

Project Date: Mar 12, 2024

This Statement of Work (“**SOW**”) is entered into under the Development Master Services Agreement (the “**Agreement**”) dated March 12, 2024 between **J Money Apps Inc.** (“**Developer**”) and Hootsuite Inc. (“**Hootsuite**”). All terms used in this SOW and not otherwise defined will have the same meaning set forth in the Agreement.

1. Project Scope and Objectives

1.1. Introduction and Background of Project

This work is for the Hootsuite for monday.com integration. The reason for the work is increased user support requests as well as overall complexity of the integration. The work consists of two main updates, the in-app experience and the user guide.

1.2. Objectives for the [Services/Deliverables and Software]

Hootsuite’s objectives for the Services, Deliverables and Software are:

Resolve current user support issues.

1.3. Project Scope

(i) Services

The Services to be provided by Developer are:

[High-level list of the Services to be provided by Developer.]

(ii) Deliverables and Software

The Deliverables and Software to be prepared and delivered by Developer are:

- This will add more communication to the user regarding errors that occur when using the integration.
- Guided instructions within the app on how to navigate the integration’s known limitations.
- Detailed instructions to the integration’s user guide on the integration’s known limitations to inform the user before they install the integration.

1.4. What is not included in this Statement of Work?

- Any changes to the Hootsuite’s technologies including REST API and SDK

- Any changes to the monday.com's technologies including REST API and SDK

2. Services and/or Deliverables

The work will consist of J Money Apps making code changes to the integration as well as the integration's user guide.

2.1. Detailed Specifications

(i) Design Specifications.

The Services, Deliverables and/or Software must fulfill the following minimum requirements:

- Integration will have guided instructions when user has first installed the integration
- More error messages on integrations will be communicated to user
- User guide will have detailed instructions on all known limitations

(ii) Technical Specifications.

The Services, Deliverables and/or Software must fulfill the following minimum requirements:

- Integration will have guided instructions when user has first installed the integration
- More error messages on integrations will be communicated to the user via monday.com item updates. This can be found by clicking on an item's "conversation" button.
- User guide will have detailed instructions on all known limitations

2.2. Timeline and Milestones

The performance of Services and/or the preparation and delivery of Deliverables and Software will be collaborative between Hootsuite and Developer. Hootsuite requires written reports or progress at the following milestones:

All stages of the development process are to be completed by:

- **Mar 31, 2024**

2.3. Resources

Developer will assign the following roles to the Project:

All project roles pertaining to the integration's updates are assigned to J Money Apps Inc.

2.4. Assumptions

J Money Apps Inc. will notify Hootsuite when all updates have been made.

3. Fees and Payment

3.1. Fees

Hourly Fee: \$100
Hours Required: 16
Total Fee: 16 hours * \$100 = \$1600

3.2. Expenses

Expenses will be reimbursed as set forth in the Agreement.

3.3. Payment Terms

Payment of the Fees and Expenses shall occur as set forth in the Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this SOW as of the date set forth above.

J MONEY APPS INC.

HOOTSUITE INC.

By: Jody Chambers

By: _____

Name: Jody Chambers

Name: _____

Title: Owner of J Money Apps Inc.

Title: _____

Schedule B

Security Practices

J Money Apps Inc. (the “**Developer**”) agrees to maintain industry-standard information security practices to protect the Hootsuite information and systems that Developer has access to, and prevent information security vulnerabilities in any software Developer develops under this agreement, such practices to include but not be limited to:

1. periodic training of all Developer staff and contractors involved in delivering services under this agreement in information security awareness, (e.g., passwords, phishing, social engineering, malware, privacy and appropriate handling of Personally Identifiable Information (PII), watering-hole attacks, and safe browsing (including identifying bad links and TLS certificates));
2. maintaining a list of all computers that Developer uses as part of this agreement (and that might be expected to contain Hootsuite information or be connected to Hootsuite networks or systems), (“**Developer Computers**”) including machine serial number, MAC address, and person (or persons) with access to the computer (i.e. ability to login and use), and to provide this list to Hootsuite upon request;
3. installing and updating daily anti-virus/anti-malware software (which shall remain enabled for the duration of the agreement) on all Developer Computers;
4. protecting all Developer Computers by using unique complex passwords to prevent unauthorised access to said computers and the information residing thereon;
5. updating (for clarity, updating means installing all current patches, fixes, and updates) all software (including the operating system) on all Developer Computers within 48 hours of a critical update or patch being issued, and within one calendar week of all other patches being issued;
6. protecting all information on all Developer Computers by using full disk encryption;
7. installing and enabling (at all times during this contract) network firewall software on all Developer Computers that prevents unauthorized network traffic;
8. reporting to Hootsuite immediately any suspected security incident or breach of confidentiality involving Hootsuite information; and
9. if software is being developed under this agreement:
 - a. taking reasonable steps to ensure that all software developed by Developer under this agreement is designed and tested to avoid security vulnerabilities documented in the OWASP Top Ten software security flaws and the OWASP Top Ten Mobile Risks;
 - b. providing Hootsuite with a list of all open source libraries and software used to develop, build, and test the software developed under this agreement, or incorporated into said software; and
 - c. reporting to Hootsuite immediately any suspected security incident or breach of confidentiality involving software developed under this agreement.

Furthermore, Developer agrees:

1. to determine what reasonable internal processes are appropriate to ensure compliance with the requirements above, and to be responsible for ensuring they are conducted and documented; and
2. that if either party has reasonable cause to believe that a security incident has occurred related to one or more of the Developer Computers ("**Suspect Computers**"), that Developer will cooperate fully with the related investigation, such cooperation to include but not be limited:
 - a. to making Developer staff who have used the Suspect Computers or may have knowledge of the incident available for interviews by independent third-party forensic investigators, lawyers, or the police as determined appropriate by Hootsuite at its sole discretion, such investigators or lawyers to be chosen and paid for by Hootsuite and approved by Developer, such approval not to be unreasonably withheld or delayed.

Hootsuite shall reimburse Developer at the standard billing rate then in effect, for approved Developer staff time directly spent on the security investigation.

- b. to turning over the Suspect Computers to said third-party forensic investigators, lawyers, or the police as determined appropriate by Hootsuite at its sole discretion.

Should the investigation require that the devices be surrendered for more than two business days, Hootsuite will arrange for similar replacement equipment to be lent to Developer for the duration, at no cost to Developer.