

SCHEDULE "1"

SOFTWARE AS A SERVICE SUBSCRIPTION SCHEDULE

VERIFIED NETWORK INC. ("VERIFIED") OWNS AND OPERATES CLOUD-BASED REFERRAL MANAGEMENT SOFTWARE THAT TRACKS AND MONITORS HEALTHCARE REFERRALS. THE SERVICE IS OFFERED TO SPECSAVERS BY VERIFIED NETWORK INC. REGISTERED OWNER OF THE VERIFIED TRADEMARK.

This Software as a Service Subscription Schedule (the "SaaS Schedule") is incorporated into and subject to the terms of the Master Services Agreement between Specsavers Canada Inc, a corporation with its principal place of business at _____ ("Specsavers") and Verified Network Inc., a British Columbia Corporation having its principal place of business at 250 Island Highway, #481, Parksville BC V9P 1A0, Canada ("VERIFIED"), effective as of _____ ("Master Services Agreement"). Capitalized terms not specifically defined in this SaaS Schedule will have the meaning given to them in the Master Services Agreement. The Master Services Agreement, this SaaS Schedule, all other of its Schedules, and its Ordering Documents constitute the "Agreement."

The parties agree as follows:

1. Definitions.

For the purposes of SaaS Schedule, in addition to the capitalized terms defined elsewhere in this SaaS Schedule, the following terms shall have the meanings ascribed to them as follows:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this SaaS Schedule, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

"Customer Service-Compatible Application(s)" means (i) an application that has been developed using the Service APIs by Specsavers or by a third party authorized by Specsavers to develop such an application for Specsavers, or (ii) a third-party cloud- based service that interoperates with the Service through the use of the Service APIs and that has been licensed by Specsavers from such third-party and which Specsavers wish to use with the Service;

"Free Service" means a subscription with view only access to Verified SRP for use by referral recipients.

"Independent Optometric Corporation" or "OC" means an entity operating under contract with Specsavers and/or Affiliates of Specsavers, who are not themselves Affiliates, but who provide optical medical services to patients, who frequently occupy a physical clinical space within or neighbouring an Affiliate's location, and who wish to use the Service, to share certain information and data on the OC patients in order to effectively collaborate with the relevant Affiliate for the delivery of a full medical and retail eye care service.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;

"Order" means any order for the purchase of a subscription or subscriptions for the Service that has been submitted by Specsavers to VERIFIED;

"Order Form" consists of a description of pricing, quantities, license type, license term, Applicable Specifications, and other business information specific to a Product purchase under the Master Services Agreement;

"SandBox Environment" means a part of the Service that allows customers to test Customer Service-Compatible Application(s) and other uses of the Service API(s);

"Service" means VERIFIED's cloud-based innovation testing solution including in each case the Service APIs. The "Service" excludes all Customer Service-Compatible Applications;

“Service APIs” means the APIs that are made publicly available in the Service for the purpose of integrating Customer Service-Compatible Applications with the Service and for the purpose of entering and extracting data from the Service;

“Service Tier(s)” means the various categories of Service access (which will specify the number of permitted Users) provided by VERIFIED to customers depending on the type of Subscription that has been purchased by such customers as further described in Specsavers’s Order Form, as such categories of Service access may be updated by VERIFIED from time to time;

“Subscription Fee” means the monthly, quarterly, annual or multi-year fees payable by Specsavers to VERIFIED for the right to receive access to the Service as specified in Specsavers’s Order Form;

“Subscription Term” means an initial subscription term for the Service and any renewal periods for the Service as specified in Specsavers’s Order Form;

“Term” has the meaning ascribed to that term in Section 9.1;

“User” means Specsavers, the personnel of Specsavers; a Specsavers’ Affiliate, Specsavers’ Affiliates and its personnel; an OC (and its associates), who are being granted the rights to use the Services pursuant to this Agreement and the issuance of a user account and password for the Service by Specsavers or VERIFIED at Specsavers’ request. When any person ceases to be an Affiliate of Specsavers or one of Specsavers personnel or one of the personnel of a Specsavers Affiliate, or associate of an OC, OC or person as a User, such Affiliate, OC or person shall immediately cease to use the Services and shall cease to be permitted to use the Services.

“Specsavers’s Data” means all electronic data or information submitted by Users and/or User’s third-party recipients to the Service, which includes, without limitation, all electronic data or information transferred by Users and/or User’s third-party recipients to the Service from any Customer Service-Compatible Applications utilized by Users and/or User’s third-party recipients.

2. Grant of License.

2.1 Commercial License Grant. Subject to this SaaS Schedule, including payment of all applicable Subscription Fees, VERIFIED grants Specsavers a limited, personal, non-transferable, non-sub-licensable, internal license to use the Service during the Subscription Term in accordance with the Service Tier (including, without limitation, the permitted number of Users, Organizations/Spaces, and sample respondents) for which Specsavers have subscribed, such Subscription Term and Service Tier as set forth in Specsavers then-current Order Form. The right to use the Service is licensed, not sold. Specsavers may also use Customer Service-Compatible Application(s) with the Service to the extent approved in writing by VERIFIED pursuant to Specsavers’s then-current Order.

2.2 User Accounts. User accounts are for use by designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service. Account permissions will be allocated based on the User type.

2.3 Sandbox Environment. As part of Specsavers commercial subscription to the Service or Specsavers subscription to the Free Service, VERIFIED may in its sole discretion provide Specsavers with access to the Sandbox Environment. The Service capabilities provided in the Sandbox Environment may be limited or restricted in VERIFIED’s sole discretion. Except for pre-existing development and interoperability documentation that VERIFIED makes generally available to Service subscribers, VERIFIED does not provide any support for the use of the Sandbox Environment or any Service APIs as part of VERIFIED’s standard commercial subscriptions for the Service or as part of any subscription for the Free Service. Specsavers may purchase development-related support from VERIFIED as a Professional Service. NOTWITHSTANDING ANY OTHER PROVISIONS IN THIS SAAS SCHEDULE, ACCESS TO THE SANDBOX ENVIRONMENT IS ON AN “AS-IS” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND.

2.4 Specsavers Selected Third-Party Services. Specsavers agree that VERIFIED is not responsible or liable for any loss or damage of any type incurred by Specsavers as the result of any dealings with any third parties that Specsavers elects to engage with directly.

3. Use of the Service.

3.1 VERIFIED's Responsibilities. VERIFIED shall use commercially reasonable efforts to make the Service available in accordance with the VERIFIED Service Level Agreement, which may be found at <https://verifiednet.com/service-level-agreement/> except for (a) planned downtime, (b) any unavailability caused by circumstances beyond VERIFIED's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, Internet service provider failures or delays or other force majeure events, or (c) any downtime caused by Customer Service-Compatible Application(s). VERIFIED shall also provide support to Specsavers for the Service in accordance with the VERIFIED Service Level Agreement and the Service Tier purchased by Specsavers. VERIFIED does not warrant or support Customer Service-Compatible Application(s). VERIFIED is not responsible for any disclosure, modification or deletion of Specsavers's Data resulting from access to or use by Specsavers of any Customer Service-Compatible Application(s).

VERIFIED, including its affiliates, employees and third party's shall (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Specsavers' Data and notify Specsavers promptly of any such unauthorized access or use, and in no case more than 72 hours from the time VERIFIED become aware of any unauthorized access, use or disclosure and (iii) comply with all applicable local, provincial, state, federal and foreign laws in accessing the Specsavers' Data

3.2 Specsavers's Responsibilities. Specsavers are responsible for all activities that occur in User accounts and for Users' compliance with this SaaS Schedule. Specsavers shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of Specsavers's Customer Service-Compatible Application(s) and Specsavers' Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and Specsavers's Customer Service-Compatible Application(s), and notify VERIFIED promptly of any such unauthorized access or use, and in no case more than 72 hours from the time Specsavers become aware of any unauthorized access, use or disclosure; (iii) comply with all applicable local, provincial, state, federal and foreign laws in using the Service and Specsavers's Customer Service-Compatible Application(s); and (iv) be responsible for any Customer Service-Compatible Applications developed or purchased by Specsavers.

3.3 Use Guidelines. Specsavers shall not: (i) use the Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (iii) use any automated system or software to extract or scrape data from the websites or other interfaces through which we make the Service available; (iv) use the Service to send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or any related systems or networks.

3.4 Service Changes. VERIFIED may change the Service at any time upon reasonable notice to Specsavers by sending Specsavers notice via an email to the email address Specsavers provide on Service registration; If Specsavers do not accept the change, Specsavers sole recourse is to terminate Specsavers subscription(s) to the Service. Specsavers continued access to and use of the Service after the change has come into effect constitutes Specsavers acceptance of the change. The Service may contain features designed to interoperate with Customer Service-Compatible Applications. VERIFIED cannot guarantee the continued availability of such Service features and may cease providing them. In the event Specsavers terminates its subscription(s) to Services as a result of a Service Change, VERIFIED will, within seven (7) days of termination, refund Specsavers for any unused Subscription Fees as of the date of termination

3.5 Publicity. Except upon the prior written consent of Specsavers in each instance, VERIFIED shall not use Specsavers's corporate name and logo on the VERIFIED website or in presentations or other marketing materials created by VERIFIED for any purpose. Neither party may issue press releases relating to this SaaS Schedule without the other party's prior written consent.

4. Fees and Payment based on Credit Card Subscription.

4.1 Fees. In consideration for the receipt of the Service, Specsavers shall pay VERIFIED the Subscription Fees, all as specified in Specsavers's Order Form(s). All amounts are payable in the currency specified in Specsavers's Order Form.

4.2 Invoicing and Payment. VERIFIED will invoice Specsavers electronically via email to _____@specsavers.com and Specsavers agree to accept VERIFIED's invoices in that manner. Unless otherwise stated on an invoice sent to Specsavers by VERIFIED, all invoiced amounts for the Service are due within thirty (30) days of Specsavers's receipt of VERIFIED's invoices for such amounts. Specsavers shall: (i) keep the billing and payment information Specsavers provide to VERIFIED or its payment processors, including Specsavers's

name, mailing address, email address and telephone number, accurate and up to date, otherwise, VERIFIED may suspend provision of the Service to Specsavers and/or interoperation of the Service with any of Specsavers Customer Service-Compatible Application(s); (ii) be liable for Specsavers failure to pay any fees billed to Specsavers by VERIFIED caused by Specsavers failure to provide VERIFIED with up to date billing information; and (iii) upon termination of the Service, provide VERIFIED with a forwarding address for all final invoices or correspondence if Specsavers mailing address differs from that which Specsavers provided in Specsavers registration information for the Service.

4.3 Taxes. Unless otherwise stated, VERIFIED's prices for the Service do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes (collectively, "Taxes"). Specsavers are responsible for paying all applicable Taxes associated with Specsavers purchases pursuant to this SaaS Schedule, excluding taxes based on VERIFIED's net income or property. If VERIFIED has the legal obligation to pay or collect Taxes for which Specsavers are responsible under this section, the appropriate amount shall be invoiced to and paid by Specsavers, unless Specsavers provide VERIFIED with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.4 Payment Obligation. Specsavers are solely responsible for all charges incurred under Specsavers's account by Specsavers or Specsavers' approved third-parties. If Specsavers do not provide notice of non-renewal of Specsavers's subscription for the Service by the applicable time period specified in Section 10.1 for Specsavers's Subscription Term (i.e. monthly, annual or multi-yearly), then the relevant fees for the renewal of Specsavers's subscription to the Service for a new subscription having the same Subscription Term will be automatically processed and charged to Specsavers in full at the then-current fees for the Service for such renewed Subscription Term.

4.5 Fee Changes. VERIFIED may change the fees VERIFIED charges for the Service no more than once per renewal. Changes to the fees will be no more than 3% per year however, any fee changes will not change Specsavers's subscription fees applicable to Specsavers current Subscription Term and such fee changes will be applicable to Specsavers next subscription renewal.

4.6 Suspension of Service. If Specsavers account is fifteen (15) or more days overdue in the case of a monthly Subscription Term or thirty (30) or more days overdue in the case of an annual or multi-year Subscription Term, then in addition to any of its other rights or remedies, VERIFIED shall upon first serving notice with a period of time for Specsavers to remedy have the right to suspend provision of the Service to Specsavers without liability until such undisputed amounts are paid in full.

5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted pursuant to this SaaS Schedule, VERIFIED reserves all right, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Specsavers pursuant to this SaaS Schedule other than as expressly set forth in this SaaS Schedule.

5.2 License Restrictions. Specsavers shall use the Service solely as contemplated in this SaaS Schedule and shall not license, sublicense, sell, resell, lease, transfer, assign, distribute, time share or otherwise make the Service available to any third party except to the extent expressly agreed by VERIFIED in writing. VERIFIED expressly authorizes Specsavers to sublicense the Services to OCs. Specsavers shall not: (i) modify, reverse engineer, decompile, disassemble, or create derivative works based on the Service except to the extent that enforcement of this restriction is prohibited by applicable law notwithstanding a contractual provision to the contrary; (ii) circumvent any user limits or other use restrictions that are built into the Service; (iii) knowingly use the Service and Specsavers's Customer Service-Compatible Application(s) for an illegal purpose, criminal offence, intellectual property infringement, harassment (including annoying or offensive transmissions) or in a manner that would cause interference with network operations; (iv) interfere with the Service or any of the hardware, software or other infrastructure used to provide the Service; or (v) access the Service in order to build competitive product(s) or service(s), or to copy any ideas, features or graphics of the Service.

5.3 Lawful Purposes. Specsavers will comply with all laws and regulations that may apply to Specsavers use of the Service. If Specsavers's use of the Service requires Specsavers to comply with industry-specific regulations applicable to such use, Specsavers will be solely responsible for such compliance. Specsavers may not use the Service in a way that would subject VERIFIED to those industry-specific regulations without obtaining VERIFIED's prior written agreement. Specsavers may not: (i) use the Service to manage any illegal operations; (ii) use any type of spider, crawler, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to damage or disable the technology underlying the Service; (iii) send any unsolicited communication not permitted by

applicable law; (iv) register accounts by “bots” or other automated methods or (v) endanger any part of any system or Internet connection of VERIFIED or any third party.

5.4 Specsavers’ Data. (i) As between VERIFIED and OCs, the OCs exclusively own all right, title and interest in and to all of Specsavers’ Data input by Users on behalf of specific OC locations, and such Specsavers’ Data is deemed to be the Confidential Information of each individual OC. (ii) As between VERIFIED and Specsavers, Specsavers exclusively owns all right, title and interest in and to all of Specsavers Data input by Users, except when on behalf of specific OC Locations unless Specsavers confirms it has obtained the necessary consent to access such data, and such Specsavers’ Data is deemed to be the Confidential Information of Specsavers. (iii) VERIFIED shall only access User accounts, including Specsavers’ Data, to respond to service or technical problems or as absolutely necessary for the operation of the Service or billing.

5.5 Specsavers as Controller. Specsavers agree that in the event that Specsavers or any of Users are subject to the General Data Protection Regulation (the “GDPR”), or related laws including related laws of European Union member states or Canada: (i) Specsavers are the controller of Specsavers’s Data and that VERIFIED is a processor; and (ii) Specsavers further represent that Specsavers have undertaken all requirements to comply with all privacy and data protection laws in the territories in which the Services are used. Such requirements may include but are not limited to maintaining adequate records and registration requirements with supervising or other regulatory authorities.

5.6 Legitimate purpose / consent. Specsavers agree and represent that all personal information Specsavers collect, provide, or otherwise use in any way in relation to the Service and/or any Customer Service-Compatible Application(s) is necessary for Specsavers’ legitimate interest, which is not overridden by fundamental rights of the subject individual, and otherwise that Specsavers have all rights and have obtained all necessary consents to collect, provide and manage all personal information Specsavers provide to VERIFIED for any purpose. Specsavers further represent that Specsavers will not collect, provide or otherwise use in any way in relation to the Service any special category of personal data as described in the GDPR.

5.7 Applications. Specsavers hereby grant VERIFIED and its Affiliates a paid-up, royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Service and/or any other products or services any suggestions, enhancement requests, recommendations or other feedback provided by Specsavers or Specsavers’ Users relating to the Service and/or any Customer Service-Compatible Applications.

6. Confidentiality.

6.1 Definition of Confidential Information. As used in this SaaS Schedule, “Confidential Information” means all confidential and proprietary information of a party (the “Disclosing Party”) disclosed to the other party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Specsavers’ Data and any business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without any prior confidentiality obligation; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this SaaS Schedule, except with the Disclosing Party’s prior written permission.

6.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Disclosing Party is not successful in opposing such compelled disclosure obligation, then the Receiving Party may disclose the Confidential Information required to be disclosed pursuant to such compelled disclosure obligation.

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality and non-use protections in this SaaS Schedule, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

7. Warranties and Disclaimers.

7.1 Warranties. Each party warrants that it has the legal power and authority to enter into this SaaS Schedule. VERIFIED warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (ii) the Service will not contain or transmit to Specsavers or Users any Malicious Code (except for any Malicious Code contained in User or Specsavers'-uploaded materials or otherwise originating from Specsavers or a User). If Specsavers believe there has been a breach of the warranty set forth in Section 7.1(i), then Specsavers must notify VERIFIED of such claim within ninety (90) days of the date of the alleged breach of such warranty.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, VERIFIED MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, TITLE, SATISFACTORY QUALITY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VERIFIED DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION OR DOWNTIME. FURTHER, VERIFIED SHALL NOT BE RESPONSIBLE FOR ANY LIMITATIONS, DELAYS, AND ANY OTHER PROBLEM INHERENT IN THE USE OF THE INTERNET AND/OR ELECTRONIC COMMUNICATIONS.

8. Indemnification.

8.1 Mutual Indemnification. Specsavers shall, on demand from VERIFIED, indemnify, defend and hold VERIFIED, its Affiliates and its and their directors, officers, employees, contractors and agents (the "VERIFIED Indemnitees") harmless from and against any and all damages, liability and costs, including but not limited to fines, penalties, and reasonable attorneys' fees, incurred by any of the VERIFIED Indemnitees in connection with or arising out of: (i) Specsavers' violation or breach of these Terms or any applicable law or regulation; (ii) Specsavers' violation of any rights of any third party; (iii) Specsavers's misuse of the Service; or (iv) Specsavers's Data and/or any of Specsavers's Customer Service- Compatible Application(s). VERIFIED shall, on demand from Specsavers, indemnify, defend and hold Specsavers, its Affiliates, OCs and its and their directors, officers, employees, contractors and agents (the "Specsavers Indemnitees") harmless from and against any and all damages, liability and costs, including but not limited to fines, penalties, and reasonable attorneys' fees, incurred by any of the Specsavers Indemnitees in connection with or arising out of: (i) VERIFIED's violation or breach of these Terms or any applicable law or regulation; (ii) VERIFIED's violation of any rights of any third party; (iii) VERIFIED's misuse of the Specsavers' Data.

8.2 Indemnification by VERIFIED. VERIFIED, AT ITS OWN EXPENSE, SHALL INDEMNIFY AND HOLD HARMLESS SPECSAVERS, ITS AFFILIATES AND OCS AND EACH OTHER INDEMNIFIED PARTY AND DEFEND ANY ACTION BROUGHT AGAINST THE SAME WITH RESPECT TO ANY CLAIM, PROCEEDING, DEMAND, CAUSE OF ACTION, DEBT OR LIABILITY, LOSS, EXPENSE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY, "CAUSES OF ACTION"), TO THE EXTENT BASED UPON A CLAIM THAT THE SERVICE INFRINGES OR VIOLATE ANY PATENTS, COPYRIGHTS, TRADE SECRETS, LICENSES, OR OTHER RIGHTS OF ANY THIRD PARTY INCLUDING ANY BREACH OF APPLICABLE PRIVACY LEGISLATION.

9. Subscription Term and Termination.

9.1 Term of this SaaS Schedule. Service subscriptions purchased by Specsavers will entitle Specsavers to use the Service for the Subscription Term(s) set forth in Specsavers' Order Form. Service subscriptions may be purchased for monthly, annual or multi-year Subscription Terms and such Subscription Terms are renewable as follows: (i) for a monthly Subscription Term – for an additional month commencing at the end of Specsavers' current monthly Subscription Term provided that neither Specsavers nor VERIFIED has provided notice of non-renewal at least two (2) days prior to the end of Specsavers' then-current monthly Subscription Term; (ii) for an annual Subscription Term – for an additional one (1) year period commencing at the end of Specsavers' current annual Subscription Term provided that neither Specsavers nor VERIFIED has provided notice of non-renewal at least forty-five (45) days prior to the end of Specsavers' then-current annual Subscription Term; and (iii) for multi-year Subscription Term – for the same multi-year period as Specsavers's current multi-year Subscription Term commencing at the end of Specsavers'

current multi-year Subscription Term provided that neither Specsavers nor VERIFIED has provided notice of non-renewal at least forty-five (45) days prior to the end of Specsavers's then-current multi-year Subscription Term. This SaaS Schedule will commence on the date of VERIFIED's acceptance of Specsavers's first Order for the Service or the effective date of Specsavers's Order Form incorporating this SaaS Schedule, whichever occurred earlier, and shall continue thereafter for as long as Specsavers have an active Subscription Term (which period shall constitute the "Term" of this SaaS Schedule).

9.2 Termination by Specsavers. Specsavers may terminate this SaaS Schedule (including all of Specsavers's then-current Subscription Terms) and all of Specsavers's rights to use the Service by emailing VERIFIED at support@verifiednet.com with Specsavers's termination request. Termination will occur once VERIFIED has disabled Specsavers's ability to access and use the Service (which VERIFIED will do within two (2) business days of receipt of Specsavers' termination request).

9.3 Termination or Suspension by VERIFIED. Without limiting other remedies VERIFIED may have, VERIFIED may limit, suspend, or terminate Specsavers's use of the Service, prohibit Specsavers's access to the Service, if, after providing five (5) business days written notice, Specsavers are in arrears in Specsavers' undisputed payment for the Service by (i) more than fifteen (15) days for monthly Subscription Terms, or (ii) more than thirty (30) days for annual or multi-year Subscription Terms. VERIFIED shall also be entitled to terminate this SaaS Schedule (including all of Specsavers's Subscription Term(s)) and Specsavers's rights to access and use the Service if Specsavers are: in material breach of this SaaS Schedule;; acting inconsistently or in violation of any of VERIFIED's policies which Specsavers has had prior notice of and agreement to those policies; infringing someone else's intellectual property rights; engaging in fraudulent, immoral or illegal activities; VERIFIED may provide Specsavers with notice of termination by sending an email to the email address provided by Specsavers when registering for the Service. VERIFIED shall also have the right to cancel any commercial User accounts that has been inactive for more than one (1) year, provided VERIFIED has given Specsavers ten (10) business days' notice in advance to allow Specsavers and OCs to either (i) request the extraction of Specsavers Data and/or OC clinic location specific data from the User account at an additional cost to Specsavers or (ii) remove the Specsavers Data and OCs' data from the User account before its cancellation.

9.4 Effect of Termination.

(i) Within sixty (60) days following termination or expiration of this Agreement, VERIFIED shall deliver to Specsavers at its sole costs all Specsavers' Data (including any referral data held in the Software in the form of CSV, CQL and ZIP data files regarding the Specsavers' Data) in VERIFIED's possession at the time of termination which before termination have not been furnished to Specsavers. At Specsavers request, VERIFIED shall deliver, at its sole costs, to Specsavers through the Corporate Administration Console, all Specsavers' Data, including but not limited to referral documents, images and associated referral documents (inclusive of PDF, JPG and PNG copies of all referral documents and attachments) related to Specsavers' Data via secure download.

(ii) VERIFIED will provide, at its sole costs, two (2) hours' support assistance to Specsavers to assist in the export of Specsavers' data.

9.5 Deletion of Specsavers Data. Sixty (60) days after termination of this Agreement, VERIFIED shall erase all Specsavers Data, inclusive of OCs' data, in VERIFIED's possession. In erasing as required by this Agreement, VERIFIED shall leave no data readable, decipherable, or recoverable on its computers or other media or those of its subcontractors, using the best erasure methods commercially feasible. Promptly after any erasure of Specsavers Data, inclusive of OCs data, or any part of it, VERIFIED shall certify such erasure to SPECSAVERS in writing.

9.6 Outstanding Fees. Termination of this SaaS Schedule (and/or suspension of Specsavers's rights to access and/or use the Service) shall not relieve Specsavers of the obligation to pay any fees accrued or payable to VERIFIED prior to the effective date of any such termination or expiration. If this SaaS Schedule and/or any Subscription Term(s) are terminated (or if Specsavers's rights to access and/or use the Service are suspended), Specsavers will be entitled to a refund for the unused portion of any of Specsavers's Subscription Term(s).

9.7 Surviving Provisions. The following provisions shall survive any termination or expiration of this SaaS Schedule: Section 1 and Sections 4 through 10 along with any provisions that are identified as surviving in any Order Form into which this SaaS Schedule may be incorporated.

10. General Provisions.

10.1 Export. Specsavers acknowledge and agree that the Service and Customer Service-Compatible Application(s) may be subject to export and import controls under the regulations of Canada, the United States and other countries, and Specsavers shall comply with all export and import control regulations of such countries. Specsavers shall not use the Service and/or any Customer Service-Compatible Application(s) for any purposes prohibited by export laws,

including, without limitation, nuclear, chemical or biological weapons proliferation. Specsavers shall be responsible for procuring all required permissions for any subsequent export, import or use of the Service and/or any Customer Service- Compatible Application(s).

ATTACHMENT 1 TO THE SAAS SCHEDULE

SAAS ORDER FORM

Sold to Customer: Specsavers Canada Inc
Pricing Valid Through: 31 December, 2023

Contract Contact:
Proposed By: Andy Chapman, CEO

BILL TO: Contact: Company: Specsavers Canada Address: City/Province/State: Zip/Postal Code: Country: Canada Email: Phone:	ORDER INFORMATION: Contract Start Date: 1 February, 2024 Contract End Date: 31 January 2025 Currency: CAD Payment Terms: Net 30
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License Pricing

License Period	01 February 2024 – 31 January 2025
License Tier	
Billing Frequency	Annual
Annual License Fees	

Audience Marketplace

Market Price Discount	
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Professional Services

Account Manager	Andy Chapman
Onboarding	N/A

Total Fees

Annual License Fees	
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Professional Service Fees	See SOW for individual fees.
Total Fees	

*Pricing does not include applicable taxes

This SaaS Order Form is between Verified Network Inc. ("**Verified**"), a Canadian corporation with offices at #481 - 250 Island Highway, Parksville BV V9P 1A0 Canada and the organization listed below ("**Customer**" or "**Specsavers**") and is effective as of the date last signed below (the "**Effective Date**"). Verified owns and operates cloud-based referral management software. The service is offered to Specsavers by Verified, registered owner of the Verified trademark.

To confirm Specsavers's order, please complete and return this page by e-mail to Verified. Please retain this copy for Specsavers's records. THE PARTIES ACKNOWLEDGE THAT BY COUNTERSIGNING THIS SAAS ORDER FORM THEY HAVE READ IT, UNDERSTAND IT, AND AGREE THAT IT INCORPORATES THE TERMS AND CONDITIONS OF THE MASTER SERVICES AGREEMENT INCLUDING THE SOFTWARE AS A SERVICE SUBSCRIPTION SCHEDULE, MADE BETWEEN CUSTOMER AND VERIFIED AS IF THOSE TERMS AND CONDITIONS WERE CONTAINED HEREIN. SUCH TERMS AND CONDITIONS FORM AN INTEGRAL AND BINDING PART OF THIS SAAS ORDER FORM.

Accepted and agreed to by the authorized representative of each party:

Verified Network Inc.

Specsavers Canada Inc.

By (Signature)

By (Signature)

Name

Name

Title

Title

Date

Date