SOFTWARE RIGHT OF USE AGREEMENT

BETWEEN:

DIGITAL COMMERCE PAYMENTS INC.

and

VENZEE TECHNOLOGIES INC.

May 16, 2024

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SOFTWARE RIGHT OF USE AGREEMENT

THIS AGREEMENT is made this 16th day of May, 2024,

BETWEEN:

> **DIGITAL COMMERCE PAYMENTS INC.**, a corporation existing under the laws of Alberta
>
> ("**DCP**")
>
> - and -
>
> **VENZEE TECHNOLOGIES INC.**, a corporation existing under the laws of British Columbia
>
> ("**Venzee**", together with DCP, the "**Parties**" and, each a "**Party**")

WHEREAS DCP desires to grant to Venzee a right of use with respect to the Software (as defined below) described in the List of Features (as defined below);

AND WHEREAS Venzee desires to obtain the Right of Use (as defined below) to use the Software (as defined below) for the Permitted Use (as defined below), subject to the terms and conditions of this Agreement;

AND WHEREAS as a condition to the grant of the Right of Use in accordance with the terms of this Agreement by DCP to Venzee, Venzee shall use commercially reasonable efforts to obtain all necessary approvals required to complete the transactions contemplated by this Agreement.

NOW, **THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.   Definitions

> (a).   "**Authorized User**" means an employee or contractor of Venzee who Venzee permits to access and use the Software and/or Documentation in accordance with the Right of Use and this Agreement.
>
> (b).   "**Automatic Update"** means upgrades, updates, additions, enhancements, or modifications to the Software and/or Documentation, including those resulting in improvements or new features, processes, functions, services or performance metrics.
>
> (c).   "**Closing Date**" means July 31, 2024 or such other date as DCP and Venzee may agree upon in writing, on which the Software Fee shall be paid, but in any event no later than the Outside Date.
>
> (d).   "**Closing Time**" means 10:00 a.m. on the Closing Date or such other time on the Closing Date as DCP and Venzee may agree upon in writing.

(e). "**Consideration Shares**" means that 19,318,182 Shares which is equal to the Software Fee divided by $0.22.

(f). "**DCP Intellectual Property Rights**" has the meaning ascribed thereto in Section 4(a)(iv).

(g). "**Documentation**" means DCP's user manuals, handbooks, and installation guides relating to the Software provided by DCP to Venzee either electronically or in hard copy form/end-user documentation relating to the Software.

(h). "**EULA**" means the end-user licence agreement that Venzee shall enter into with end-user customers for such end-user customers' access to the Software and Documentation, and which shall accurately describe the functionality and use of the Software.

(i). "**Governmental Authority**" means any: (i) federal, national, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry or agency, minister or commissioner, domestic or foreign; (ii) any subdivision, agent, commission, board, or authority of any of the foregoing; (iii) any quasi-governmental or private body exercising any regulatory, self-regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iv) any stock exchange.

(j). "**Intellectual Property Rights**" means rights in all: (i) patents, patent disclosures, and inventions (whether patentable or not); (ii) trademarks, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases; (iv) trade secrets, know-how, and other confidential information; (v) industrial designs and design rights; and (vi) all other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(k). "**Laws**" means all laws, statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, writs, injunctions, decrees, policies, notices, directions, judgments, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Governmental Authority.

(l). "**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration proceeding or other proceeding and includes any appeal or review and any application for same.

(m). "**List of Features**" means the list of features attached as schedule "A" attached hereto.

(n). "**Material Adverse Effect**" in respect of a person means any change, effect, event, occurrence, condition or development that: (x) has or could reasonably be

expected to have, individually or in the aggregate, a material and adverse impact on the business, operations, results of operations, assets, capitalization or financial condition of such person; or (y) would reasonably be expected to materially impair or delay the ability of any person to perform their respective obligations under this Agreement, other than any change, effect, event, occurrence or state of facts relating to:

(i)   changes, developments or conditions in or relating to general international or Canadian political, economic or financial or capital market conditions;

(ii)   any change or proposed change in any Laws or the interpretation, application or non-application of any Laws by any Governmental Authority;

(iii) any act of terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of terrorism, hostilities or war;

(iv)   any epidemic, pandemic (including COVID-19 and any variants thereof), earthquake, volcano, tsunami, hurricane, tornado or other natural disaster or act of God;

(v)   any action taken (or omitted to be taken) by the applicable person or the counterparty as the case may be, which is required to be taken (or omitted to be taken) pursuant to this Agreement or that is requested or consented to by the other Party in writing, or the failure to take any action by the applicable person or the counterparty as the case may be, if that action is prohibited by this Agreement;

(vi)   the execution, announcement or pendency of this Agreement or consummation of the transactions contemplated by this Agreement; or

(vii) any failure by a Party or any of its subsidiaries, as applicable, to meet any estimates, forecasts, projections or expectations regarding its revenues, costs (including capital costs), earnings or other financial performance or results of operations (provided that the underlying cause of any such change may be taken into account in determining whether there has been a Material Adverse Effect).

(o).   "**Outside Date**" means August 31, 2024.

(p).   "**Permitted Use**" means the integration and utilization of the Software and Documentation by Venzee in order for end-user customers of Venzee to access the Software and Documentation in accordance with EULAs.

(q).   "**Personal Information**" means any data or information that constitutes personal data or personal information under any applicable data privacy and/or data protection law, including any information relating to an identifiable natural person.

(r).   "**Pre-existing Materials**" means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by either Party in connection with the

performance of obligations under this Agreement, in each case developed or acquired by such Party before the commencement or independently of this Agreement.

(s). "**Processing**" means any operation or set of operations that is performed on Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have a corresponding meaning.

(t). "**Right of Use**" has the meaning ascribed thereto in Section 2(a).

(u). "**Shares**" means the common shares in the capital of Venzee.

(v). "**Software**" means the software provided by DCP that enables Venzee to operate its business on a Product Information Management Solution and Automatic Update.

(w). "**Software Fee**" means a one time fee payable at the closing in the amount of $4,250,000.

(x). "**Support Provider**" means the designate of DCP will provide all the support for the Software at all times, at the rates established by DCP from time to time.

(y). "**Third-Party Products**" means any third-party products described in the List of Features provided with or incorporated into the Software.

(z). "**TSXV**" means the TSX Venture Exchange.

(aa). "**Updates**" means any updates, bug fixes, patches, or other error corrections to the Software that DCP generally makes available to all licensees of the Software.

2.   Right of Use.

(a)   <u>Grant of the Right of Use</u>.

Subject to and conditioned on Venzee's payment of Software Fee and compliance with all other terms and conditions of this Agreement, at the Closing Time, DCP shall grant Venzee a royalty-free, fully paid-up, exclusive, non-sublicensable (except to the extent end-user customers of Venzee are permitted access to the Software pursuant to EULAs), non-transferable (except in compliance with Section 15(i)) and perpetual licence (except if Venzee is subject to a Bankruptcy Event in which case the licence and all related rights shall terminate in accordance with Section 14(d)(iii)) to: (i) use the Software and DCP's Pre-existing Materials embedded in the Software solely for Venzee's Permitted Use; and (ii) use and make a reasonable number of copies of the Documentation solely for Venzee's Permitted Use ((i) and (ii) collectively, the "**Right of Use**"). Any copy of the Software: (x) remains DCP's exclusive property; (y) is subject to the terms and conditions of this Agreement; and (z) must include all copyright or other proprietary rights notices contained in the original.

(b)   Modifications.

Any Automatic Update to the Software and/or Documentation licenced pursuant to the Right of Use in accordance with Section 2(a) that is made, conceived or reduced to practice by DCP or by third-party licensors shall be deemed to be Software and/or Documentation that is licenced in accordance with Section 2(a).

(c)   Use Restrictions.

Venzee shall not use the Software or Documentation for any purposes beyond the Permitted Use and the scope of the Right of Use in accordance with this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Venzee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicence, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other rights of any person, or that violates any applicable Laws.

(d)   Reservation of Rights.

DCP reserves all rights not expressly granted to Venzee in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Venzee or any third party any Intellectual Property Rights or other right, title, or interest in or to the Software.

3.   **Software Fee**

(a)   In consideration for the grant of the Right of Use by DCP to Venzee pursuant to the terms and conditions of this Agreement, at the Closing Time, Venzee shall satisfy the Software Fee by way of either the payment of $4,250,000 in cash or the issuance by Venzee to DCP (or as DCP may otherwise direct in writing) of the Consideration Shares with such legends or restrictions as required by applicable Laws, including the policies of the TSXV.

(b)   All amounts payable by Venzee under this Agreement are exclusive of taxes and similar assessments. Venzee is responsible for all harmonized sales tax (HST), goods and services tax (GST), provincial sales tax (PST), use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial or local governmental, or regulatory authority on any amounts payable by Venzee hereunder, other than any taxes imposed on DCP's income.

4. **Representations and Warranties**

(a)   Representations and Warranties of DCP.

DCP represents and warrants to Venzee as follows, and acknowledges that Venzee is relying upon such representations and warranties in entering this Agreement:

(i)   DCP is duly, validly existing and in good standing under the laws of the Province of Alberta and has full corporate power to execute, deliver and perform its obligations under this Agreement;

(ii)   this Agreement has been duly authorized by all necessary corporate action of DCP. This Agreement has been duly executed and delivered by DCP and constitutes a valid and binding obligation of DCP enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar Laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought;

(iii)   DCP has not committed an act of bankruptcy, is not insolvent, has not proposed a compromising arrangement to its creditors generally, has not had any petition for a receiving order in bankruptcy filed against it, has not made a voluntary assignment in bankruptcy, has not taken any proceedings with respect to a compromise or arrangement, has not taken any proceeding to have itself declared bankrupt or wound-up, has not taken any proceeding to have a receiver appointed of any part of its assets, has not had any encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or become levied upon any of its property and, to the Knowledge of DCP, no such actions or proceedings have been taken or commenced by any other person;

(iv)   DCP owns all right, title and interest in and to, or is validly licenced (and is not in material breach of such licences), all patents, trademarks, trade names, domain names and copyrights that are material to the Software (the "**DCP Intellectual Property Rights**");

(v)   to the Knowledge of DCP, all DCP Intellectual Property Rights are valid and enforceable, and to the Knowledge of DCP the DCP Intellectual Property Rights owned by DCP does not infringe in any material way upon any third parties' Intellectual Property Rights in Canada;

(vi)   to the Knowledge of DCP, no third party is infringing upon the DCP Intellectual Property Rights owned by DCP in a manner that currently would reasonably be expected to adversely affect such DCP Intellectual Property Rights in any material respect; and

(vii)   DCP owns or has validly licenced or leased (and is not in material breach of such licences) the Software.

Each of the representations and warranties contained in this Section 4(a) will be true and accurate at the Closing Time as if made at and as of such time.

(b)   Representations and Warranties of Venzee.

Venzee represents and warrants to DCP as follows, and acknowledges that DCP is relying upon such representations and warranties in entering this Agreement:

(i)   Venzee is duly, validly existing and in good standing under the laws of the Province of British Columbia and has full corporate power to execute, deliver and perform its obligations under this Agreement;

(ii)   Venzee has full power and authority to carry on its business and to enter into any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder and thereunder. Venzee has all requisite corporate power, authority, capacity and approvals to carry on its business as now conducted and to own, lease and operate its respective assets; and

(iii)   this Agreement has been duly executed and delivered by Venzee and constitutes a valid and binding obligation of Venzee enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar Laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

Each of the representations and warranties contained in this Section 4(b) shall be true and accurate at the Closing Time as if made at and as of such time.

5.   Covenants

(a)   Covenants of DCP.

DCP covenants and agrees with Venzee that from the date hereof to the earlier of: (x) the Closing Date; and (y) the date of termination of this Agreement, as applicable, it will:

(i)   promptly advise Venzee orally and, if then requested, in writing, with the full particulars of any:

(A)   event occurring subsequent to the date of this Agreement that would render any representation or warranty of DCP contained in this Agreement (except any such representation or warranty which speaks as of a date prior to the date of this Agreement), if made on or as of the date of such event or the Closing Date, untrue or inaccurate in any material respect; and

(B)   breach by DCP of any covenant or agreement contained in this Agreement;

(ii)   perform all obligations required or desirable to be performed by it under this Agreement and shall do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement; and

(iii)   use commercially reasonable efforts to satisfy all of the conditions precedent set forth in Section 6(a) and 6(c) of this Agreement.

(b)   <u>Covenants of Venzee</u>.

Venzee covenants and agrees with DCP that from the date hereof to the earlier of: (x) the Closing Date; and (y) the date of termination of this Agreement, as applicable, it will:

(i)   promptly advise DCP orally and, if then requested, in writing, with the full particulars of any:

(A)   event occurring subsequent to the date of this Agreement that would render any representation or warranty of Venzee contained in this Agreement (except any such representation or warranty which speaks as of a date prior to the date of this Agreement), if made on or as of the date of such event or the Closing Date, untrue or inaccurate in any material respect; and

(B)   breach by Venzee of any covenant or agreement contained in this Agreement;

(ii)   perform all obligations required or desirable to be performed by it under this Agreement and shall do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement; and without limiting the generality of the foregoing; and

(iii)   use commercially reasonable efforts to satisfy all of the conditions precedent set forth in Section 6(a) and 6(b) of this Agreement.

6.   Conditions Precedent

(a)   <u>Mutual Conditions Precedent</u>.

The obligations of the Parties to complete the transactions contemplated by this Agreement are subject to the fulfillment, on or before the Closing Date, of each of the following conditions precedent, each of which may only be waived with the mutual consent of the Parties:

(i)   no Governmental Authority shall have enacted, issued or promulgated any Law which has the effect of: (i) making any of the transactions contemplated by this Agreement illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Agreement;

(ii) Venzee shall have received all requisite approvals required by applicable Laws, including the policies of the TSXV, complete the transactions contemplated by this Agreement, including with respect to the issuance of Consideration Shares and listing of same on the TSXV, if applicable;

(iii) this Agreement shall not have been terminated in accordance with its terms.

(b) Additional Conditions to the Obligations of DCP.

The obligations of DCP to complete the transactions contemplated by this Agreement shall also be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the exclusive benefit of DCP and may only be waived by DCP):

(i) each of the representations and warranties of Venzee set out herein will be true and correct in all respects (in the case of any representation or warranty qualified by materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty) or in all material respects (in the case of any representation or warranty not qualified by materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty) at the Closing Time and with the same force and effect as if made at and as of the Closing Time, except to the extent that any such representation and warranty relates solely to an earlier date or time, in which case such representation and warranty will be true and correct as of such earlier date or time, and Venzee certifying same in a certificate signed as part of the closing procedure; and

(ii) all of the covenants and obligations of Venzee to be performed or observed on or before the Closing Date pursuant to this Agreement having been duly performed or observed, and Venzee certifying same in a certificate signed as part of the closing.

(c) Additional Conditions to the Obligations of Venzee.

The obligations of Venzee to complete the transactions contemplated by this Agreement shall also be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Venzee and may only be waived by Venzee):

(i) each of the representations and warranties of DCP set out herein will be true and correct in all material respects at the Closing Time and with the same force and effect as if made at and as of the Closing Time, except to the extent that any such representation and warranty relates solely to an earlier date or time, in which case such representation and warranty will be true and correct as of such earlier date or time, and DCP certifying same in a certificate signed as part of the closing procedure; and

(ii) all of the covenants and obligations of DCP to be performed or observed on or before the Closing Date pursuant to this Agreement having been duly

performed or observed, and DCP certifying same in a certificate signed as part of the closing procedure.

7.   Venzee Responsibilities

(a)   General.

Venzee shall be responsible and liable for all uses of the Software and Documentation resulting from access provided by Venzee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Venzee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Venzee will be deemed a breach of this Agreement by Venzee. Venzee shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and Documentation and shall cause Authorized Users to comply with such provisions.

(b)   Third-Party Products.

DCP may distribute certain Third-Party Products with the Software. For purposes of this Agreement, such Third-Party Products are subject to their own licence terms and the applicable flow through provisions referred to in the List of Features. If Venzee does not agree to abide by the applicable terms for such Third-Party Product, then Venzee should not install or use such Third-Party Products.

8.   Support and Maintenance

Venzee acknowledges and agrees that the continued Right of Use in accordance with this Agreement, including to obtain support, maintenance and other services related to the Software, is subject to Venzee entering into a separate agreement with DCP or a Support Provider.

9.   Confidential Information, Privacy and Security

(a)   Definition.

In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 9(b), "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that: (a) if disclosed in writing or other tangible form or medium, is marked "**confidential**" or "**proprietary**"; (b) if disclosed orally or in other intangible form or medium, is identified by the Disclosing Party or its Representative as confidential or proprietary when disclosed and summarized and marked "**confidential**" or "**proprietary**" in writing by the Disclosing Party or its Representative; or (c) due to the nature of its subject matter or the circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary. Without limiting the foregoing the Software and Documentation are the Confidential Information of DCP.

(b)   Exclusions and Exceptions.

Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure before such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's Knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (iv) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information; or (v) the Receiving Party is required to disclose pursuant to any applicable Canadian securities Laws or the rules of the TSXV.

(c)   Protection of Confidential Information.

As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(i)   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(ii)   except as may be permitted under the terms and conditions of Section 9(d), not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;

(iii)   safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and, in no event, less than a reasonable degree of care;

(iv)   promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further unauthorized use or disclosure; and

(v)   ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that

constitutes a trade secret under any applicable Laws will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

(d)   Compelled Disclosures.

If the Receiving Party or any of its Representatives is compelled by applicable Laws to disclose any Confidential Information, then, to the extent permitted by applicable Laws, the Receiving Party shall: (a) promptly, and before such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek an injunction, protective order, or other remedy or waive its rights under Section 9(c); and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking an injunction, protective order, or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9(d), the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's outside legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other competent authority that such Confidential Information will be afforded confidential treatment.

(e)   Security.

In addition to Venzee's other obligations under this Agreement, Venzee will implement, maintain, enforce, review, and update internal security and back-up procedures sufficient to ensure compliance by Venzee with applicable Laws and policies of DCP and to protect all Confidential Information and other information, including Personal Information for which Venzee is responsible hereunder. Venzee's security procedures shall include risk assessment and controls for

(1)   system access,

(2)   system and application development and maintenance,

(3)   change management,

(4)   asset classification and control,

(5)   incident response, physical and environmental security,

(6)   disaster recovery/business continuity, and

(7)   employee training.

(f)   Privacy.

In addition to the confidentiality obligations hereunder, in the event that, Venzee receives, observes or otherwise comes into possession of Personal Information (whether such Personal Information belongs to DCP, third-party licensors of DCP including but not limited to end-user licensees or any other party), including without limitation, the General Data Protection Regulation (GDPR) (EU) 2016/679, the

Personal Information Protection and Electronic Documents Canada (PIPEDA) in Canada, and any other applicable data protection and/or data privacy laws, Venzee shall fully comply with such laws, including without limitation, maintaining the confidentiality of any protected information. Venzee will:

(i) not use such Personal Information other than as necessary to perform its obligations under this Agreement or the EULAs;

(ii) not disclose such Personal Information to any third party, unless otherwise permitted in writing;

(iv) ensure that persons authorized to Process Personal Information, including without limitation Authorized Users, have committed themselves to confidentiality and protection of Personal Information or are under appropriate statutory obligation to do so;

(iii) take all measures required in accordance with good industry practice and applicable laws, including implementing and maintaining appropriate technical and organizational measures to protect Confidential Information and Personal Information against unlawful destruction, loss, alteration, access, or unauthorized disclosure;

(iv) immediately inform DCP if, in its opinion, it is involved in an actual, potential or threatened security incident or data breach with respect to Confidential Information and/or Personal Information or if Venzee is in violation or breach of applicable data protection and/or data privacy laws; and

(v) assist and cooperate with DCP in ensuring DCP's compliance with its obligations of protecting Personal Information and Confidential Information under applicable Laws.

10.   Intellectual Property Ownership; Feedback.

(a)   <u>Pre-existing Materials</u>.

Either Party and/or its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to their respective Pre-existing Materials.

(b)   <u>Third-Party Products Ownership</u>.

Venzee acknowledges that with respect to Third-Party Products, the applicable third-party licensors own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

(c)   <u>Feedback</u>.

If Venzee or any of its employees or contractors sends or transmits any communications or materials to DCP by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any

comments, questions, suggestions, or the like ("**Feedback**"), DCP is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Venzee hereby assigns on its behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and DCP is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although DCP is not required to use any Feedback.

(d)   <u>Venzee Licence</u>.

Venzee hereby grants DCP a royalty-free, non-exclusive, revocable licence for the Term to (1) use Venzee Intellectual Property Rights, including Pre-existing Materials, solely for the purpose of fulfilling DCP's obligations under the List of Features; and (2) sublicence the rights referred to in this section to DCP's third-party licensors, if and as DCP deems appropriate, solely to the extent necessary to enable such DCP's licensors to fulfill their obligations under the List of Features.

The Parties shall not engage in any joint development of Intellectual Property Rights under this Agreement except as the Parties may separately agree, in writing.

11.   Limited Warranties, Warranty Disclaimer and Cumulative Remedies

(a)   DCP represents and warrants that: (i) the Software will perform materially as described in the specifications in the Documentation for a period of six (6) months following the Closing Time or the date on which Venzee delivers the Software, whichever is earlier; and (ii) at the time of delivery, the Software does not contain any virus or other malicious code that would cause the Software to become inoperable or incapable of being used in accordance with the Documentation. THE FOREGOING WARRANTIES DO NOT APPLY, AND DCP STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b)   The warranties set forth in Section 11(a) do not apply and become null and void if Venzee, any Authorized User or any other person provided access to the Software by Venzee or any Authorized User (i) breaches any provision of this Agreement, or (ii) whether or not in violation of this Agreement, installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by DCP in writing; (iii) modifies or damages the Software; or (iv) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by DCP in writing.

(c)   If, during the period specified in Section 11(a), any Software fails to comply with the warranty in Section 11(a), and such failure is not excluded from warranty pursuant to Section 11(b), DCP shall, subject to Venzee promptly notifying DCP in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that Venzee provides DCP with all information DCP reasonably requests to resolve the reported failure, including sufficient information to enable DCP to recreate such failure. If DCP repairs or replaces the Software, the warranty will continue to run from the Closing Date and not from Venzee's receipt of the repair

or replacement. The remedies set forth in this Section 11(c) are Venzee's sole remedies and DCP's sole liability under the limited warranty set forth in Section 11(a).

(d)   EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "**AS IS**" AND DCP HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DCP SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL CONDITIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11(a), DCP MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET VENZEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(e)   The application of the United Nations Convention on Contracts for the International Sale of Goods and any local implementing legislation related to the *United Nations Convention on Contracts for the International Sale of Goods* is expressly excluded from this Agreement.

(f)   No single or partial exercise by a party of any right or remedy procedures or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

12.   Indemnification

(a)   DCP Indemnification.

(i)   DCP shall indemnify, defend, and hold harmless Venzee from and against any and all losses, damages, liabilities, and costs (including reasonable legal fees) ("**Losses**") incurred by Venzee resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's Canadian Intellectual Property Rights, provided that Venzee promptly notifies DCP in writing of the claim, cooperates with DCP, and allows DCP sole authority to control the defense and settlement of such claim.

(ii)   If such a claim is made or appears possible, Venzee agrees to permit DCP, at DCP's sole discretion, to (A) modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing, or (B) obtain the right for Venzee to continue use. If DCP determines that none of these alternatives is reasonably available, DCP may terminate this

Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Venzee.

(iii)   This Section 12(a) will not apply to the extent that the alleged infringement arises from: (i) use of the Software in combination with data, software, hardware, equipment, or technology not provided by DCP or authorized by DCP in writing; (ii) modifications to the Software not made by DCP; (iii) use of any version other than the most current version of the Software or Documentation delivered to Venzee; or (iv) Third-Party Products.

(b)   <u>Venzee Indemnification</u>.

Venzee shall indemnify, hold harmless, and, at DCP's option, defend DCP from and against any Losses resulting from any Third-Party Claim based on Venzee's, or any Authorized User's: (i) negligence or wilful misconduct; or (ii) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of the Software in combination with data, software, hardware, equipment, or technology not provided by DCP or authorized by DCP in writing; (iv) modifications to the Software not made by DCP; or (v) use of any version other than the most current version of the Software or Documentation delivered to Venzee, provided that Venzee may not settle any Third-Party Claim against DCP unless such settlement completely and forever releases DCP from all liability with respect to such Third-Party Claim or unless DCP consents to such settlement, and further provided that DCP will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c)   <u>Sole Remedy</u>.

THIS SECTION 12 SETS FORTH VENZEE'S SOLE REMEDIES AND DCP'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13.   **LIMITATIONS OF LIABILITY**

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION13, IN NO EVENT WILL DCP BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE, OR EXEMPLARY DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER VENZEE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION13, IN NO EVENT WILL DCP'S

AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DCP UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14.   Term and Termination

(a)   <u>Term.</u>

This Agreement shall be effective from the date hereof and shall remain in effect until the earlier to occur of: (i) termination of this Agreement in accordance with its terms; or (ii) the termination of the Right of Use.

(b)   <u>Termination</u>.

(i)   This Agreement may be terminated at any time prior to the Closing Time:

(A)   by mutual written agreement of DCP and Venzee;

(B)   by either DCP and Venzee if:

(I)   the Closing Time shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this 14(b)(i)(B)(I) shall not be available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Closing Time to occur by such Outside Date; or

(II)   the requisite approvals for the transactions contemplated in this Agreement as required by applicable Laws, including the policies of the TSXV, shall not have been obtained;

(C)   by DCP if:

(I)   any of the conditions set forth in Section 6(a) or Section 6(b) are not satisfied, and such condition is incapable of being satisfied by the Outside Date; provided that DCP is not then in breach of this Agreement so as to cause any of the conditions set forth in Section 6(a) or Section 6(b) not to be satisfied; or:

(II)   Venzee shall not have performed any covenant to be performed by it under this Agreement or if any representation or warranty of Venzee (without giving

effect to any materiality qualifiers contained therein) shall have been or become untrue to the extent that the failure of such representation or warranty to be true and correct shall have a Material Adverse Effect.

(D)   by Venzee if DCP shall not have performed any covenant to be performed by it under this Agreement or if any representation or warranty of DCP shall have been or become untrue to the extent that the failure to perform such covenant, or failure of such representation or warranty to be true and correct shall prevent or materially delay the ability of DCP to consummate the transactions contemplated by this Agreement.

(ii)   The Party desiring to terminate this Agreement pursuant to this Section 14(b) (other than pursuant to Section 14(b)(i)(A)) shall give notice of such termination to the other Parties, specifying in reasonable detail the basis for such Party's exercise of its termination right.

If this Agreement is terminated in accordance with the foregoing provisions of this Section 14(b), this Agreement shall become void and be of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, provided that neither the termination of this Agreement nor anything contained in this Section 14(b) shall relieve any Party from any liabilities or damages arising out of its breach of any provision of this Agreement.

(c)   Term of Right of Use.

The Right of Use shall commence on the Closing Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect indefinitely (the "**Term**").

(d)   Termination of Right of Use.

In addition to any other express termination right set forth in this Agreement:

(i)   DCP may terminate the Right of Use, effective on written notice to Venzee, if Venzee: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after DCP's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2 or Section 9;

(ii)   either Party may terminate the Right of Use, effective on written notice to the other Party, if the other Party breaches this Agreement (in the case of Venzee, including a breach by any of end-user licensees who are provided access to the Software and/or Documentation by or on behalf of Venzee), and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) DCP may terminate the Right of Use, effective immediately upon written notice to Venzee, if Venzee: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business ((A), (B), (C) and (D) collectively called, "**Bankruptcy Event**").

(e) Effect of Expiration or Termination of Right of Use.

Upon termination of the Right of Use, without limiting Venzee's obligations under Section 9, Venzee shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to DCP that the Software and Documentation has been deleted or destroyed. No termination will entitle Venzee to any refund of the Software Fees.

(f) Survival.

This Section 14(f) and Section 1 (Definitions), Section 3 (Software Fee), Section 9 (Confidential Information), Section 10 (Intellectual Property Ownership), Section 11(d), Section 12 (Indemnification), Section 13 (Limitations of Liability), and Section 15 (Miscellaneous) survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

(g) Exclusivity.

Venzee agrees not to procure, licence, or use any software that is similar to the Software in its functionality or utility from any other party during the Term of this Agreement, unless otherwise agreed upon in writing by the Parties.

15. Miscellaneous

(a) Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement as of the Closing Date; and (c) third, any other documents incorporated herein by reference.

(b)   <u>Notices</u>.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c)   <u>Force Majeure</u>.

In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of god, flood, fire, earthquake, explosion or other casualty, natural disaster, accident, war or other violence or other similar events outside the control of any Party, but excluding labour strikes and lockouts, and events that result from either Party's negligence, fault or intentional wrongdoing.

(d)   <u>Amendments and Modifications</u>.

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

(e)   <u>Waiver</u>.

No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f)   <u>Severability</u>.

If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g)   <u>Governing Law</u>.

This Agreement and all exhibits and schedules attached hereto and all matters arising out of or relating to this Agreement are governed by and construed in

accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule.

(h)   Choice of Forum.

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

(i)   Assignment.

Venzee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of DCP, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(j)   Export Regulation.

Venzee shall not itself, or permit any other person to export, re-export, or release, directly or indirectly, the Software to, or make the Software accessible from, any jurisdiction or country to which the export, re-export, or release is prohibited by applicable Laws or without first completing all required undertakings (including obtaining any necessary export licence or other approval by a Governmental Authority).

(k)   Equitable Relief.

Each Party acknowledges and agrees that a breach of this Agreement may cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or

that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(l)   Time of Essence.

Time is of the essence in respect of this Agreement.

(m)   Counterparts.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 16th day of May, 2024.

<div align="center"></div>

Digital Commerce Payments Inc.

By: /s/ "*Jeff Smith*"
              Jeff Smith, CEO

Venzee Technologies Inc.

By: /s/ "*Peter Montross"*
              Peter Montross, CEO

SCHEDULE "A"
LIST OF FEATURES

Capitalized terms used but not defined in this List of Features have the meaning given to those terms in the Agreement.

1.   DESCRIPTION OF SOFTWARE: The PIM (Product Information Management Solution) will be capable of managing unlimited items in numerous currencies, through various business models and capable of automatically distributing content between various ERP software solutions and marketplaces. The minimum feature set will be operated by DCP's third-party licensor and demonstrated by DCP:

The PIM will retrieve product, price, and stock data from within a clients' ERP system and/or other data sources, organize such data within the PIM, syndicate such data to designated marketplaces, and synchronize orders originating from the marketplaces, back with the ERP software or other data source. The PIM system will focus on the retrieval, organization, and syndication of product, inventory, order, and pricing information. Integrations required by clients outside of the PIM system will require further development.

Clients will be able to add product data to the system via ERP integration, Rest API Integration, adding product information manually via the user interface, and Excel and XML bulk uploads. DCP will provide a single XML and Excel template that must be used for importing product data via XML or Excel.

The PIM solution will contain two applications. One application will be a Backoffice for managing clients. The second application will be a data organization and mapping application in which clients can log in and organize & map the products and the attributes through connectors from their ERP system or other integration or process with a marketplace connector.

The PIM solution will provide the following functionality:

- Provides a secure multi-tenant system that will not allow any client to access another client's information.

- Provides multi-level role-based security for back-office users and client users.

- Provides multiple ways for a client to upload data and mapping the product data to key marketplaces.

    - Clients' ERP software – defined integration

    - Manual product data entry from user interface

    - Bulk data upload (XML or Excel file) from user interface

- Allows clients to map and distribute product data information in unique ways to different marketplaces according to the marketplace specification.

- Provides single user experience for clients to distribute their products to selected marketplaces, sell their products to different marketplaces, monitor product movement status, inventory status, and return process.

- Provides reporting to clients for product data, movement of the data, product data in marketplaces, error logs.

- Provides flexible product upload and update scheduler job structure for clients to manage their own settings for marketplaces and ERP systems.

- Provides fee and pricing management capability for Clients and DCP

- Provides client setup, activate, and deactivate functionality.

The PIM solution will include the following screens:

- Homepage – Dashboard

  - Dashboard – Products

  - Dashboard - Orders

- Quick Menu

- Orders

- All Orders

- Products and Categories

- Add New Product

- Product List

- Product

- Marketplaces

- Category data mapping

- Packages

- Category List

- Import

- Batch Upload Excel

- Batch Image Upload

- XML Definition page

- Report / Statistics

- Order Reports

- Integrations

- Application and Settings

- Settings

- General Settings

- Product Settings

- Shipment Settings

Backoffice Application

- Integration Setting Panel (ERP and Marketplaces)

- Integration Summary

- Active Services

- Active Cron Periods

- Service Statuses

- All Products listed in All Integration

- Product Reports

- Added Products

- Website Info (e-shop only)

- Product Logs (e-shop)

- Order Logs (e-shop)

- Queue View (e-shop)

- Job Logs (ERP)

- Marketplace Integration General Settings

- Inventory

- Product Information Update

- Marketplace Category Config (Catalog Config)

- Marketplace Mapping Specs

- Marketplace Brand Config

- Marketplace Cargo Price Config

- Marketplace Service Price Config

- Product Logs (Marketplace)

- Queue View (Marketplace)

- Job Logs (Marketplace)

Admin Backoffice

- Client Setup

- Client Onboarding

- New Integration Setup (Marketplace or ERP)

- Client and Client Level Integration (Activate-Inactivate)