

MASTER SERVICES AGREEMENT

This Master Services Agreement (together with all exhibits, attachments, **Order Forms, Statements of Work, and Change Orders**, the “**Agreement**”) is between the entity identified on the Order Form (“**Customer**”) and MAXA AI Inc., a company incorporated under the laws of Canada (“**Maxa AI**”).

This Agreement is effective at the date the Customer accepts the Master Services Agreement electronically, by executing the Agreement or by issuing a purchase order (the “**Effective Date**”).

WHEREAS, Maxa AI provides a software-as-a-service platform to drive business-financial performance as more fully described in the Order Form (the “**Services**”);

WHEREAS, Maxa AI may provide Professional Services for Customer, such as through the development of Customer Features, pursuant to Statements of Work, as executed from time to time at Customer’s request;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

- 1.1 “**Affiliate**” is an entity that controls, is controlled by or shares common control with a party, where such control arises from either (a) a direct or indirect ownership interest of more than fifty percent (50%) or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock by contract, or otherwise.
- 1.2 “**Anonymized Data**” means any Usage Data, Customer Data and/or any data generated by the Services which has been processed through an industry-standard de-identification technology or method and which, as a result, no longer relates to an identified or identifiable natural person or to Customer. For clarity, Anonymized Data will not compromise any Personal Information.
- 1.3 “**Applicable Laws**” means any applicable domestic or foreign law, rule, regulation, order, or other action, decree or requirement in force at any time during the Term which governs or regulates any party and the provision of the Services or Professional Services.
- 1.4 “**Change Request**” shall have the meaning set forth under Section 6.3.
- 1.5 “**Confidential Information**” means any and all information of a party (the “**Disclosing Party**”) which has or will come into the possession of the other party (the “**Receiving Party**”) concerning the business, properties, affairs or finances of the Disclosing Party, or of any person, firm, cooperation or other entity which the Disclosing Party is under an obligation to keep confidential, including trade secrets, source code, algorithms, lists of customers, vendors, suppliers, agents and site visitors, business studies and analyses, specifications and uses of products and services; product research, sales, marketing and strategic plans and forecasts; product and availability information and any and all proposals, notes, projections, memoranda, reports, lists and records, whether written, printed or in digital format or otherwise, and shall include any and all other types of information which is identified by the Disclosing Party, either orally or in writing, as confidential at the time of disclosure to the Receiving Party, or which the Receiving Party ought to know by virtue of the circumstances in which it learned of such information, would constitute Confidential Information.



- 1.6 **“Customer Data”** means any (i) Personal Information; (ii) information or data generated by the Services and (iii) information or data submitted through the Services by Customer or End Users. Usage Data and Anonymized Data shall not be considered Customer Data.
- 1.7 **“Custom Features”** means features requested by Customer to be developed by Maxa AI in accordance with a Statement of Work, subject to applicable fees.
- 1.8 **“Customer Materials”** means all information, content, data or any other materials disclosed or provided to Maxa AI by the Customer pursuant to this Agreement, for the purpose of assisting Maxa AI with the performance of the Services and its obligations under this Agreement. For greater certainty, Customer Materials exclude Customer Data.
- 1.9 **“Customer Suggestion”** shall have the meaning set forth under Section 8.1.
- 1.10 **“Deliverable”** shall have the meaning set forth under Section 6.3.
- 1.11 **“Dispute”** shall have the meaning set forth under Section 18.1.
- 1.12 **“Dispute Notice”** shall have the meaning set forth under Section 18.1.
- 1.13 **“Documentation”** means the documentation, information, and other documents relating to the Services or to a Deliverable that are provided by Maxa AI to Customer, including any specifications for the Services or Deliverables.
- 1.14 **“End User”** means each user who is authorized by Customer to use the Services.
- 1.15 **“Excluded Improvement”** means any feature or module not included in the **“Included Improvements”** or in the specifications described under the Order Form. Excluded Improvements are subject to an Order Form and additional fees, and are indicated as such by Maxa AI.
- 1.16 **“Included Improvements”** means ongoing improvements that benefit all customers and that are part of Maxa AI development roadmap and natural evolution of the Services. Included Improvements are implemented for all customers.
- 1.17 **“Individual Rights Request”** shall have the meaning set forth under Section 10.3.
- 1.18 **“Intellectual Property”** means any and all intellectual property, including without limitation, works, inventions (whether patentable or not), discoveries, improvements, trade secrets, know-how, scientific formulae, data, information, images, reports, results, analysis, software, models, research and development information, technical information, prototypes, specifications, patterns, drawings, algorithms, products, compositions, processes and protocols, methods, tests, devices, computer programs, trade-marks and any and all proprietary rights provided under patent law, copyright law, trademark law, design patent or industrial design law, semiconductor chip or mask work law, or any other statutory provision or civil or common law principles applicable to the protection of intangible proprietary information or rights, including trade secret law, which may provide a right in any of the foregoing as well as any and all applications, registrations or other evidence of a right in any of the foregoing. Notwithstanding anything to the contrary, Maxa AI’s Intellectual Property, includes, without limitation, the Services (including the underlying technology and algorithms) as well as the Included Improvements, the Excluded Improvements, the



Documentation, the Anonymized Data, the Usage Data, Maxa AI Confidential Information and any Intellectual Property relating to the foregoing.

- 1.19 **“Order Form”** means the quotation, order form, proposal or web-page describing the Services delivered to Customer pursuant to this Agreement. Additional Order Forms may be attached to this Agreement as required to add Excluded Improvement to the Services.
- 1.20 **“Personal Information”** means any information that would meet the definition of “personal information” (or similar nomenclature) under Applicable Laws and that is (a) submitted through the Services by Customer or its End Users or (b) collected by the Services about End Users.
- 1.21 **“Professional Services”** shall have the meaning set forth under Section 6.1.
- 1.22 **“Renewal Subscription Term”** shall have the meaning set forth under Section 17.2.
- 1.23 **“Pre-Existing Intellectual Property”** shall include any and all Intellectual Property of a party which came into existence or use prior to the Effective Date or which were acquired or generated outside the scope of a Statement of Work, as well as any modification, enhancement or improvement to any of the foregoing.
- 1.24 **“Security Breach”** means any act or omission that materially compromises the security, confidentiality or integrity of Customer Data.
- 1.25 **“Statement of Work”** shall have the meaning set forth in Section 6.1.
- 1.26 **“Term”** collectively means the Initial Term and any Renewal Term(s) as defined under Section 17.1.
- 1.27 **“Usage Data”** means data captured or generated by the Services about End Users relating to their usage. This includes but is not limited to navigation path, clicks, page views, questions viewed, answers (excluding Personal Information), errors occurrences, mouse and keyboard activity, as well as some attributes about End Users such as browser name and version, operating system and country.
- 1.28 **“Willful Misconduct”** shall have the meaning set forth in Section 15.1.

2. GRANT OF LICENSE

- 2.1 **To the Services.** Subject to the terms and conditions of this Agreement, including the payment of applicable fees, Maxa AI grants to Customer, for the Term, a non-exclusive, non-sublicensable, non-transferable, revocable right and license to access and use (and to allow its End Users to access and use) the Services. All rights not expressly granted hereunder are reserved by Maxa AI. Customer shall remain fully liable for the acts and omissions of any End Users. Neither Customer nor any of its End Users shall sell, transfer, sub-license, publish, disclose, or otherwise make available the Services, or copies thereof, to any third party without the prior written consent of Maxa AI, except as otherwise provided herein.
- 2.2 **To Reports.** The Services may include the provision of reports or similar outputs by Maxa AI to Customer or automatically through the Services (each a **“Report”**). Maxa AI hereby grants Customer a non-exclusive, non-sublicensable, non-transferable, limited license to reproduce, print, download and use all such Reports solely in accordance with this



Agreement and for Customer's legitimate business purposes (the "**Report License**"). The Report License shall survive the termination of this Agreement for any reason.

2.3 **To Customer Data and Customer Materials.** Customer hereby grants Maxa AI a non-exclusive, non-sublicensable, non-transferable, revocable (but only pursuant to Section 21) right and license to access and use Customer Data and Customer Materials, for the Term, in accordance with this Agreement, and as required for Maxa AI to assert and defend its legal rights.

2.4 **To Customer Trademarks.** It is understood and agreed that any trademarks, distinctive designs and works of authorship provided by Customer to Maxa AI for the purpose of white-labeling the Services (the "**Customer Trademarks**") are the property of Customer and/or its Affiliates. Customer hereby grants to Maxa AI a non-exclusive, royalty-free license and right to use, reproduce or otherwise display the Customer Trademarks, during the Term, solely for the purposes of this Agreement.

3. CUSTOMER DATA

3.1 Customer Data shall remain the property of the Customer, being specified that Maxa AI will have access to same during the Term pursuant to Section 2.3. Except as set forth in this Agreement, Customer is solely responsible for the accuracy, quality and compliance of Customer Data with Applicable Laws and third-party Intellectual Property Rights. Maxa AI has no control over the foregoing and shall not be liable for the foregoing.

4. ACCEPTABLE USE

4.1 The Customer agrees to use the Services for lawful purposes only. The Customer represents and warrants that it will not use (or allow the use of) the Services in any manner:

- (a) that is prohibited by law or regulation or Maxa AI's policies made available to Customer, including the terms of this Section;
- (b) that will disrupt third parties' use or enjoyment of the Services, including if its use results in automated, constant and repeated requests for data other than as permitted under this Agreement (e.g. denial-of-service attacks) and has a negative effect on Maxa AI or its systems or network (including abnormal usage that overloads servers on the Maxa AI network or causes portions of the Maxa AI network to be blocked);
- (c) that uses the Services to create, transmit, distribute or store material that violates Intellectual Property, the privacy, publicity, or other personal rights of others, violate export control, impairs the privacy of communications, may be threatening, abusive or hateful, or constitutes or encourages conduct that would constitute a fraud or criminal offence or gives rise to civil liability;
- (d) that results in (i) the sharing of identifiers and passwords among End Users or third parties and/or (ii) the distribution, disclosure or use of any of the Services in any format, to or by unauthorized third parties (i.e. other than End Users), including through any time sharing service, service bureau, network or by any other means;



- (e) that involves using any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, copy or monitor the Services or any portion of the Services or Maxa AI data;
- (f) that involves decompiling, disassembling, or otherwise reverse engineering or attempting to reconstruct or discover any source code or ideas or algorithms of any of the Services underlying technology by any means whatsoever;
- (g) that involves penetrating Maxa AI security, including, without limitation:
 - (i) by posting or transmitting any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features;
 - (ii) by interfering with the proper working of the Services;
 - (iii) by attempting to hack any security requirements or processes in the use of the Services;
 - (iv) by attempting to access any part of the Services (or any of their related systems, networks, servers or other equipment) which Customer is not authorized to access;
 - (v) by attempting to disrupt in any manner the operation of the Services, its servers or network;
 - (vi) by disobeying any requirements, procedures, policies or regulations of Maxa AI's networks connected to the Services;
 - (vii) by manipulating identifiers in order to disguise the origin of any content transmitted on or to the Services, or the source of any content;
 - (viii) by modifying or altering the Services in any unauthorized manner.

(collectively, "**Abuses**").

4.2 Customer agrees and acknowledges that encouraging, aiding, authorizing or attempting to breach Section 4.1 is deemed committing an Abuse. Customer agrees and acknowledges that a breach of this Section 4 by Customer or an End User is a material breach of this Agreement. Notwithstanding the foregoing, the parties agree to negotiate in good faith to find other alternatives to a termination with cause, such as suspending the concerned End User 's access to the Services and the imposition of disciplinary measures by Customer. Customer shall be liable for Abuses committed by End Users and shall cause End Users to use the Services in a manner that does not result in Abuses, such as by implementing and enforcing acceptable use policies containing terms substantially similar to this Section 4

4.3 Notwithstanding anything to the contrary in this Agreement, if Maxa AI concludes, in its reasonable discretion, that an Abuse has occurred or that an Abuse is imminent, Maxa AI shall have the right to immediately suspend access to the Services as reasonably necessary to protect its rights and interests. Maxa AI shall inform Customer in writing without undue delay of such suspension and provide details of the Abuse.



4.4 A breach of this Section 4 shall entitle Maxa AI to seek, in addition to any other rights and remedies hereunder or at law, injunctive or equitable relief, and such further relief as may be proper from a court of competent jurisdiction as set forth in this Agreement.

4.5 **Consent to Monitoring.** Customer authorizes Maxa AI to monitor and otherwise investigate Customer's use of the Services, in order to ensure the security of the Services, verify compliance with this Agreement and make improvements to the Services.

5. **ARTIFICIAL INTELLIGENCE**

5.1 The Services are delivered pursuant to the Order Form. The Services include the use of predictive algorithms commonly referred to as artificial intelligence technologies. Customer agrees and acknowledges that:

- (a) the quality of the outputs resulting from predictive algorithms depends largely from the quality of the inputs.
- (b) the predictive algorithms analyzes Customer Data based on pre-determined and pre-identified parameters, and unless the Order Form specifies otherwise, such as through the use of machine learning, the outputs from the Services depend from the parameters identified as part of the implementation.
- (c) the choice of parameters and the types of Customer Data inputted in the Services may carry assumptions, bias and limitations which will affect the effectiveness, quality, representativeness and accuracy of the outputs.
- (d) the algorithms within the Services do not replace decision-making. They are intended to provide additional knowledge to support judgment by natural individuals, and not to replace judgment. Customer remains responsible for any judgments and decisions taken as a result of the outputs or the Services, and Customer agrees and acknowledges that Maxa AI shall have no liability for any of decisions resulting from the use of the outputs or the Services.
- (e) Applicable Laws may provide for additional requirements regarding the use of artificial intelligence technologies in certain contexts or projects. Customer is solely responsible for identifying and complying with the requirements applicable to the implementation of artificial intelligence in Customer's business processes and generally speaking, for the use of the Services.

6. **PROFESSIONAL SERVICES**

6.1 Professional services include Custom Features and other work performed specifically for Customer pursuant to a Statement of Work executed by both parties (the "**Professional Services**"). Each statement of work shall reference the terms of this Agreement, describe the services to be performed, applicable fees, and milestones (a "**Statement of Work**"). Statements of Work are deemed part of and attached to this Agreement. In the event of a conflict or discrepancy between this Agreement and a Statement of Work, the Statement of Work shall prevail.



- 6.2 Maxa AI represents and warrants that the Professional Services will be performed in a professional and workman-like manner, and substantially in accordance with the requirements set forth in the relevant Statement of Work and Documentation.
- 6.3 Customer may request changes or additions to a Statement of Work (a “**Change Request**”), and Maxa AI shall use commercially reasonable efforts to respond to any such requests. Where the parties agree in writing upon the scope of the Change Request (including with respect to fees and delivery timelines), the parties shall either amend the applicable Statement of Work or enter into a new Statement of Work to supersede and replace the now outdated Statement of Work. Neither party will be bound to perform under or accept any Change Request unless or until both parties agree to same in writing. Where the parties do not agree upon a Change Request, the Services shall be performed as initially agreed upon in the relevant Statement of Work, and Customer’s right to terminate such Statement of Work or the Agreement based upon such Change Request shall be as otherwise set out in this Agreement.
- 6.4 Upon completion and delivery of any deliverable identified as a “Deliverable” in a Statement of Work (a “**Deliverable**”), Customer will have ten (10) business days to accept or refuse the Deliverable. Customer may refuse a Deliverable by providing a notice of non-compliance with the Documentation and/or Statement of Work to Maxa AI, describing the reasons for the non-compliance. If the Deliverable is judged non-compliant by Maxa AI in its reasonable discretion, Maxa AI will, at no additional charge to Customer, correct the Deliverable so that it complies with the Documentation and/or Statement of Work. Upon submission of the corrected Deliverable, Customer will have ten (10) business days to accept or refuse based on the foregoing procedure which shall be repeated until the Deliverable is compliant. At Customer’s reasonable discretion, Customer may elect to terminate a Statement of Work after three (3) non-compliant attempts regarding the same Deliverable, and notwithstanding anything to the contrary in this Agreement. If the Statement of Work is terminated by Customer, Maxa AI shall reimburse all fees paid in advance in proportion of the work that has not been performed or refused by Customer as non-compliant pursuant to this Section 6.3. The foregoing shall be Customer’s only remedy in case of a breach of the warranties set forth under Section 6.2 by Maxa AI regarding a Deliverable or a Statement of Work.
- 6.5 Except as otherwise set forth in this Section 5, the Professional Services are provided on an “as is” basis and are subject to the disclaimers set forth in this Agreement regarding warranties, representations and limitations of liability.

7. PERFORMANCE OF THE SERVICES

- 7.1 Integration of different IT systems may be required as a necessary prerequisite for the provision of the Services. As applicable, a description of any integration tasks and customer dependencies may be set out in a technical schedule to the applicable Order Form for the Services, and the Statement of Work shall set out any applicable fees for such integration.
- 7.2 Included Improvements are performed as part of the Services at no additional fees. Excluded Improvements can be added by Customer to the Services pursuant to an Order Form. The following guidelines are applicable to Maxa AI’s determination of whether a feature or functionality is to be considered an Included or an Excluded Improvement:



- (a) Excluded Improvements are not essential for the Services to be performed in accordance with this Agreement and the Documentation;
 - (b) Excluded Improvements are subject to additional fees, and Customer may be required to enter into additional terms and conditions;
 - (c) Excluded Improvements shall not include maintenance and security requirements for the Services that should, be their nature, be available to all customers of Maxa AI;
 - (d) Excluded Improvements shall not include any features described in an Order Form and otherwise already paid-for by Customer.
- 7.3 The Customer agrees and acknowledges that the implementation of both Included Improvements and Excluded Improvements may require collaboration between the parties to adjust the Services performed in accordance with the Documentation.
- 7.4 Maxa AI may provide advance notices of Included Improvements' release. Maxa AI shall notify Customer of any expected collaborative work to be performed. Notwithstanding the foregoing, Maxa AI shall deploy reasonable efforts to minimize the impacts of any Included Improvements' release on Customer's operations.
- 7.5 The parties agree and acknowledge that the timely sharing of information between the parties is critical to implement the Services and any subsequent Included or Excluded Improvements. The Customer agrees to share the Customer Materials and other information required to perform the Services and the Professional Services in a timely manner.
- 7.6 The Services are accessible online and/or through other electronic means: Customer shall procure and maintain all of the connections, and software generally needed to access and use the relevant applications.
- 7.7 The technical support and service levels provided by Maxa AI are set forth in Exhibit A hereto.



8. INTELLECTUAL PROPERTY

- 8.1 Each party shall be the sole and exclusive owner of its Intellectual Property. Notwithstanding anything to the contrary, Maxa AI shall also be the sole owner of any suggestions, enhancement requests, recommendations or other feedback provided by Customer or End Users to Maxa AI, so long as they are related to the Services (“**Customer Suggestions**”) and Customer hereby assigns to Maxa AI, without limitation of any kind, all of its rights, titles and interests therein, Maxa AI accepting such assignment. Notwithstanding the foregoing, Customer shall retain the irrevocable and perpetual right to use, exploit and implement Customer Suggestions in its own operations or other business initiatives, without further obligations or liability to Maxa AI.
- 8.2 Except as otherwise set forth herein and unless indicated otherwise in a Statement of Work, the Deliverables performed pursuant to a Statement of Work shall be the property of Customer.

9. CONFIDENTIAL INFORMATION

- 9.1 **Exclusions.** Confidential Information shall not include information which the Receiving Party can demonstrate: (i) is readily available to the public in the same form through no fault of the Receiving Party; (ii) did not originate from the Disclosing Party and was lawfully obtained by the Receiving Party in the same form from an independent third party without any restrictions on disclosure; or (iii) did not originate from the Disclosing Party and was in the possession of the Receiving Party in the same form prior to disclosure to the Receiving Party by the Disclosing Party.
- 9.2 **Obligations.** The Receiving Party shall only use the Confidential Information of the Disclosing Party for the purposes set forth in this Agreement, including to defend its rights and interests, and shall protect such Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care and confidentiality, which the Receiving Party utilizes for its own Confidential Information. The Receiving Party shall take commercially reasonable steps as necessary to prevent the unauthorized access and disclosure of the Disclosing Party’s Confidential Information, such as enforcing access on a need-to-know basis.
- 9.3 **Permitted Disclosure.** The Receiving Party shall be authorized to disclose the Confidential Information to its Affiliates, third party service providers, auditors and consultants as necessary to perform the Services and Professional Services, for legal reasons, or as required for reasonable operational efficiency. The Receiving Party shall ensure that all such recipients are under appropriate non-disclosure agreement or a similar obligation such as attorney-client privilege. The Receiving Party shall also be allowed to disclose Confidential Information if approved in writing by the Disclosing Party.
- 9.4 **Legal Disclosure.** The Receiving Party shall be authorized to disclose Confidential Information if required by Applicable Laws, or by the administration thereof, including through warrants and subpoenas. In the event such disclosure is required, and if permitted by Applicable Laws, the Receiving Party shall advise the Disclosing Party prior for making such disclosure and give the Disclosing Party a reasonable chance to contest the requested legal disclosure, unless such delay would put the Receiving Party in breach of Applicable



Laws. In any cases, the Receiving Party shall not disclose more Confidential Information than it is required to do under Applicable Laws, or the administration thereof.

- 9.5 Upon termination of this Agreement for any reason, the Receiving Party shall, at the Disclosing Party's option, (i) return the Confidential Information without undue delay and/or (ii) destroy the Confidential Information without undue delay. Upon request, the Receiving Party shall confirm in writing that the Confidential Information has been returned and/or deleted. Notwithstanding the foregoing, the Receiving Party is authorized to keep a copy of the Confidential Information as required for business continuity purposes, pursuant to international retention schedules, and for legal, auditing or financial reasons.

10. PERSONAL INFORMATION

- 10.1 **Limited Collection, Use and Disclosure.** Each party shall comply with all Applicable Laws in the collection, use and disclosure of Personal Information, and Maxa AI shall only collect, use and disclose Personal Information in accordance with this Agreement, Maxa AI's Privacy Policy, or as instructed in writing by Customer. For greater clarity, Maxa AI shall not sell Personal Information to third parties, including data brokers or otherwise.
- 10.2 **Consent and Legal Basis for Collection, Use and Disclosure.** Customer shall be solely responsible for ensuring that consent has been obtained or a permissible legislative exemption is applicable to the collection, use and disclosure of Personal Information. Maxa AI shall collaborate with Customer and implement reasonable technical measures to assist Customer with its compliance obligations regarding Personal Information, including with collecting consent on Customer's behalf when the Services allow for such delegation.
- 10.3 **Individual Rights Request.** Maxa AI shall deploy adequate technical and organizational safeguards as reasonably required to assist the Customer in responding to individual's privacy rights requests, such as the right to access and correct Personal Information (an "**Individual Rights Request**"). If Maxa AI receives an Individual Rights Request from an End User in respect of his or her Personal Information, Maxa AI shall not respond to that Individual Rights Request except on the documented instruction of the Customer, or as required to comply with Applicable Laws, and shall transmit such Individual Right Request to the Customer without undue delay. The parties agree to collaborate together to respond to Individual Right Request in accordance with Applicable Laws and in a timely manner.
- 10.4 Each party shall make commercially reasonable efforts to support the other party's efforts to comply with Applicable Laws, including answering promptly and diligently any requests for information by the other party. Maxa AI shall cooperate with the Customer for the performance of privacy impact assessments or similar risk-based analysis. In accordance with Applicable Laws, if such efforts are resource-intensive, the parties may agree on reasonable fees to be added to the Services for the performance of this privacy impact assessment through the execution of a Statement of Work and such efforts shall then be considered Professional Services.

11. INFORMATION SECURITY

- 11.1 Taking into account factors such as the nature, scope, context and purposes of the use, collection and disclosure of the Personal Information, as well as the risks inherent to such use, collection and disclosure, including to the rights and freedoms of individuals, Maxa AI



shall implement appropriate administrative and technical safeguards to ensure a level of security appropriate to the risks for Customer Data.

12. SECURITY BREACH

- 12.1 Maxa AI shall notify the Customer without undue delays upon Maxa AI becoming aware of a Security Breach affecting Customer Data, providing the Customer with sufficient information to allow the Customer to meet its obligations to report or inform an individual or the authorities (the “**Security Breach Notification**”).
- 12.2 The Security Breach Notification shall minimally include (i) a description of the nature of the Security Breach, including, where possible, the categories and approximate number of individuals concerned, and the categories and approximate number of Customer Data records concerned; (ii) a description of the likely consequences of the Security Breach; and (iii) a description of the measures taken or proposed to be taken by Maxa AI to address the Security Breach, including, where appropriate, measures to mitigate possible adverse effects. To the extent that such information is not available at the time of the Security Breach Notice, Maxa AI shall follow up as the information becomes available, to complete its full disclosure of the Security Breach Notice without undue delay.

13. FEES, TAXES

- 13.1 Customer agrees to pay the applicable fees for the Services in accordance with the Order Form. If applicable, Customer further agrees to pay the applicable fees for the Professional Services in accordance with the relevant Statement of Work. Maxa AI may, in addition to any other right it has under this Agreement or at law, charge one and a half percent (1.5%) interest per month (eighteen percent (18%) per year) until payment in full is received by Maxa AI together with all interest accrued thereon to the date of payment. Credit card payments may be subject to certain other terms and conditions.
- 13.2 If Maxa AI is required by Applicable Laws or by administration thereof to collect taxes from Customer, Customer shall pay such taxes to Maxa AI concurrent with and in addition to the payment of any consideration payable pursuant to this Agreement unless Customer qualifies for an exemption from any such applicable taxes, in which case Customer shall, in lieu of payment of such applicable taxes to Maxa AI, deliver to Maxa AI such certificates, elections, or other documentation required by Applicable Laws or the administration thereof to substantiate and effect the exemption claimed by Customer. Where Maxa AI is not required by law or by administration thereof to collect applicable taxes, Customer shall pay such taxes directly to the appropriate taxing authority and shall provide evidence of such payment to Maxa AI upon request.
- 13.3 Customer shall make all payments under this Agreement without any deduction or withholding for or on account of any taxes (“**Tax Deduction**”), unless a Tax Deduction is required by Applicable Laws. If a Tax Deduction is required by Applicable Laws: then (i) where such Tax Deduction relate to any tax other than an income tax imposed on Maxa AI’s net income, the relevant amount payable by the Customer hereunder shall be increased to the amount that would, following any required Tax Deduction, result in Maxa AI receiving the amount that would have been received if no Tax Deduction were required, (ii) Customer shall, promptly upon becoming aware that it must make a Tax Deduction (or that there is any



change in the rate or the basis of a Tax Deduction), notify Maxa AI accordingly, and (iii) Customer shall timely remit the amount of such Tax Deduction to the appropriate taxing authorities. Customer will use commercially reasonable efforts to mitigate, reduce, or eliminate any Tax Deduction (including, but not limited to, by taking advantage of any reduced rate of tax provided for by any applicable international agreement for the avoidance of double taxation then in force).

14. REPRESENTATIONS AND WARRANTIES

- 14.1 **Mutual Representations and Warranties.** Each party represents and warrants to the other that: (i) it has the full power and legal authority to enter into this Agreement and perform its obligations hereunder and the consent of a third party is not necessary for this Agreement to be binding on the parties; and (ii) each person signing this Agreement on behalf of an entity is duly authorized to bind such entity.
- 14.2 **Customer's Warranties.** Customer warrants that (i) it has obtained all necessary third party permissions, licenses and consents and made all required to allow Maxa AI to process Customer Data in the manner contemplated in this Agreement, including to deliver the Services; (ii) Customer's use of the Services and Professional Services is in compliance with Applicable Laws, and that, any governmental approvals, licenses and/or authorizations shall be timely obtained by Customer; (iii) Customer has all rights, titles, and interests in the Customer Data and all other materials and/or information for use by Maxa AI as required to permit Maxa AI to provide the Services and Professional Services contemplated under this Agreement; and (iv) Customer shall not violate, misappropriate or otherwise infringe upon Maxa AI Intellectual Property.
- 14.3 **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS SET FORTH IN THIS AGREEMENT, MAXA AI DOES NOT WARRANT THAT THE SERVICES OR PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR PROFESSIONAL SERVICES. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE SERVICES, PROFESSIONAL SERVICES, DOCUMENTATION AND ANY AND ALL CONTENT, SERVICES AND PRODUCTS INCLUDED IN THE FOREGOING OR OTHERWISE PROVIDED BY MAXA AI TO CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WHERE IS". EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SERVICES AND THE PROFESSIONAL SERVICES ARE PROVIDED WITHOUT ANY REPRESENTATION AND/OR WARRANTY OF ANY KIND AND MAXA AI MAKES NO OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY, LEGAL OR OTHERWISE REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT, OUTPUTS OR DATA WHICH ARE DERIVED FROM OR RESULTS FROM THE USE OF THE SERVICES OR THE PROFESSIONAL SERVICES, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE CUSTOMER HEREBY WAIVES ANY LEGAL WARRANTY EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. MAXA AI DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES OR ANY DELIVERABLES WILL BE ERROR-FREE OR UNINTERRUPTED.
- 14.4 **Disclaimer - Third Party Content.** THE SUPPORTED THIRD-PARTY CONTENT PROVIDED THROUGH THE SERVICES OR PROFESSIONAL SERVICES IS PROVIDED "AS IS" " AS



AVAILABLE" AND "WHERE IS". WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER SHALL NOT MAKE USE OF THE SERVICES, INTEGRATE OR OTHERWISE ASSOCIATE ANY CONTENT, DATA, SOFTWARE AND/OR SYSTEMS OWNED OR CONTROLLED BY A THIRD PARTY, EXCEPT IF SAME IS SPECIFICALLY AUTHORIZED BY THE THIRD PARTY HOLDING THE RIGHTS TO SUCH CONTENT, DATA, SOFTWARE AND/OR SYSTEMS.

- 14.5 **Disclaimer - Customer Data.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER ACKNOWLEDGES THAT MAXA AI IS NOT RESPONSIBLE FOR THE INTEGRITY OF THE CUSTOMER DATA PROCESSED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION, ITS COMPLETENESS, ACCURACY, VALIDITY, AUTHORIZATION FOR PROCESSING AND INTEGRITY OVER TIME AND SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, OF SUCH CUSTOMER DATA.
- 14.6 **Disclaimer - Account Credentials.** CUSTOMER IS RESPONSIBLE FOR ENSURING THAT END USERS ARE KEEPING THEIR CREDENTIALS TO ACCESS THEIR ACCOUNTS CONFIDENTIAL AND SECURED, INCLUDING BY FOLLOWING INFORMATION SECURITY BEST PRACTICES REGARDING PASSWORDS. IF ACCOUNTS ARE COMPROMISED AS A RESULT OF END USERS' NEGLIGENCE, MAXA AI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THIS NEGLIGENCE.

15. INDEMNIFICATION

- 15.1 **Indemnification.** Each party (the "**Indemnifying Party**") shall indemnify and hold harmless the other party and its affiliates, their employees, directors, officers and agents (the "**Indemnified Party**") from and against any claim, demand, suit, loss, damage, liability, judgment, lien, penalty, fine, cost and expense (including reasonable attorney's fees), directly or indirectly arising out of, related to, in connection with or resulting from (i) the Indemnifying Party's material breach of Sections 9 and 14 and (ii) the Willful Misconduct of the Indemnifying Party in violation of Applicable Laws or in violation of this Agreement. For this purpose of this Agreement, willful misconduct means any act or omission (whether sole, joint or concurrent) by the Indemnifying Party that was intended to cause or was in reckless disregard of, or wanton indifference to the harmful consequences for Indemnified Party which the Indemnifying Party knew or should have known would result from such act or omission ("**Willful Misconduct**"), provided that Willful Misconduct does not include any act or omission that would constitute mere ordinary negligence or was done or omitted in accordance with the express instructions of the Indemnified Party or pursuant to the approval of both parties.
- 15.2 **Customer Indemnity.** The Customer agrees to indemnify, and hold harmless Maxa AI, and its Affiliates and customers, and their respective directors, shareholders, employees, agents and representatives, successors and permitted assigns, harmless from and against any and all third party claims, suits, actions, proceedings, damages, costs, liabilities, losses, fines, penalties, and expenses (collectively, "**Losses**") resulting from allegations:
- (a) that the Customer Data or the products or services of the Customer or their use infringe or misappropriate any Intellectual Property of a third party or breach any Applicable Laws;



- (b) that the Customer Data or the products or services of the Customer contain defamatory, libelous, slanderous, obscene, or pornographic materials, or are in violation of a third party's rights, including the right to privacy;
- (c) arising from a breach Sections 2.1 and 4.

16. LIMITATION OF LIABILITY

- 16.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS FOR ANY LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE PERFORMANCE OF THE SERVICES OR PROFESSIONAL SERVICES, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.
- 16.2 EXCEPT PURSUANT TO AN INDEMNIFICATION PROVISION OF SECTION 15, IN NO EVENT SHALL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, AGENTS, REPRESENTATIVES AND/OR LICENSORS, WHETHER ARISING BY STATUTE, CONTRACT TORT OR OTHERWISE, WILL EXCEED THE AMOUNTS PAID OR PAYABLE BY (AND NOT OTHERWISE REFUNDED TO) CUSTOMER TO MAXA AI UNDER THIS AGREEMENT FOR THE SERVICES WHICH FORM THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO SUCH CLAIM.
- 16.3 Each party acknowledges that section 16 is an essential part of this Agreement and but for this Section 16, Maxa AI would not enter into this agreement.

17. TERM AND TERMINATION

- 17.1 **Term.** This Agreement shall enter into force on the Effective Date and continue in full force until ended by the parties in accordance with this Section 17 ("**Term**").
- 17.2 **Subscription Term.** The Services shall begin at the date indicated in the Order Form and continue in full force until the end date indicated in Order Form (the "**Subscription Term**"). Each Subscription Term renews automatically for subsequent periods of twelve (12) months (each a "**Renewal Subscription Term**") , unless a party notifies the other party that it does not intend on renewal the then-current Subscription Term at least sixty (60) days before the end of the then-current Subscription Term or otherwise terminates this Agreement in accordance with this Section 17. Maxa AI reserves its rights to increase the fees set forth in the Order Form prior for each new Renewal Subscription Term by sending a notice to Customer at least ninety (90) days before the end of the then-current Subscription Term.
- 17.3 **Termination for Convenience.** Each party may terminate this Agreement by providing the other party with a ninety (90) days prior written notice of termination. If this Agreement is terminated, the Subscription Term and any active Statements of Work shall end automatically. Each party may terminate the Subscription Term or a Statement of Work by providing the other party with a ninety (90) days prior written notice of termination.
- 17.4 **Termination for Cause.** Either party may terminate this Agreement, a Statement of Work or a Subscription Term for cause: (i) upon a thirty (30)-days prior written notice of a material breach of this Agreement to the other party, if such breach remains uncured at the expiration of such period; or (ii) immediately upon written notice, if the other party becomes



the subject of a petition in bankruptcy or any other proceeding(s) relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

17.5 **Effects of Termination.**

- (a) Upon termination of a Statement of Work for any reason, the Customer shall pay all fees due for the work performed until the date of termination, including the value of the Deliverables in progress in proportion of what has been completed up to the date of termination;
- (b) Upon termination of a Subscription Term, Customer shall have access to the Services for a grace period of thirty (30) days from the date of termination to extract and delete Customer Data. If the Subscription Term is terminated for cause, Maxa AI shall reimburse any fees paid in advance for the Services that have not been performed. At Customer's request, Maxa AI will deploy commercially reasonable measures to assist Customer with transition services. Such services shall be considered Professional Services and may be invoiced pursuant to a Statement of Work or simply at the then-current hourly rate. Upon termination of the Subscription Term, Maxa AI shall delete all Customer Data within sixty (60) days of the end of the grace period aforementioned. Customer agrees and acknowledges that Customer Data may be retained longer as part of business continuity procedures such as back-up, or in the event it is required by legal or auditing requirements.
- (c) Upon termination of this Agreement, all Services and Professional Services shall end and the foregoing provisions shall apply. The following sections shall survive the Term: 2.2, 6.5, 8.1, 9, 12, 14, 15, 16, 17, 19.

18. **ESCALATION PROCESS**

- 18.1 If any controversy or claim (a "**Dispute**") arises during the Term concerning the interpretation of this Agreement or any part hereof, the parties will in good faith attempt to resolve such dispute promptly and in an amicable manner under the following informal dispute resolution procedure. If a dispute arises which is not resolved in the normal course to the satisfaction of all of the parties, then any party may provide the other parties with written notice of the existence of the Dispute ("**Dispute Notice**"). Representatives of the parties may meet within ten (10) Business Days after the date the Dispute Notice was received by the other party (in person or by way of telephone or other electronic means). The fact that the parties are attempting to resolve a Dispute pursuant to this Section 18.1 will not relieve either party of any of its obligations under this Agreement, and each party will continue to perform its obligations hereunder (including payment) while any such Dispute is being escalated, subject to any express terms in this Agreement to the contrary.

19. **MISCELLANEOUS**

- 19.1 No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.



- 19.2 Neither party may use the other's name, logo or other marks or issue any press release or make any public statement regarding this Agreement without the other party's written consent.
- 19.3 Maxa AI shall not be liable or in default for any delay or failure of performance resulting from a situation beyond its reasonable control, including, without limitation, acts of God, acts of a civil or military authority, ransomware attacks, denial-of-services, distributed-denial-of-services and zero day exploits (unless Maxa AI has been negligent), acts of a public enemy (including terrorism), war, fire, flood, storms, earthquakes and explosions, pandemics such as COVID-19 and related impacts (a "**Force Majeure**"). In the event of a Force Majeure, Maxa AI shall inform Customer of the situation without undue delay and keep Customer reasonably informed in the circumstances. If the Force Majeure continues beyond three (3) months, Customer may end this Agreement for cause.
- 19.4 The parties are independent contractors, and this Agreement does not create any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between them.
- 19.5 Except to an Affiliate in the context of a bona fide corporate reorganization, neither party may assign any part of this Agreement without the other's written consent, which may not be unreasonably withheld. Notwithstanding the foregoing, Maxa AI shall have the right to assign any of its rights and obligations under this Agreement, in whole or in part, as part of the sale of all or substantially all of its assets that relate to this Agreement.
- 19.6 This Agreement describes the entire understanding and agreement of the parties and supersedes all oral and written agreements or understandings between them related to its subject matter.
- 19.7 This Agreement, including its interpretation and effect, is governed by the laws applicable in the Province of Quebec, Canada, without regard to its conflict of law provisions. Both parties hereby agree to submit to the exclusive jurisdiction of the courts located in the judicial district of Montreal, Quebec, in respect to any claim, proceeding or action relating to or otherwise arising out of this Agreement or the Service howsoever arising.
- 19.8 The parties acknowledge that they have required this Master Services Agreement and all related documents to be prepared in English only. *Les parties reconnaissent avoir demandé que le présent contrat ainsi que tous documents qui s'y rattachent soient rédigés uniquement en langue anglaise.*



EXHIBIT A
SUPPORT AND SERVICE LEVEL AGREEMENT (“SLA”)

1. DEFINITIONS

“**Available**” or “**Availability**” means the Services are available for access and use.

“**Services**” means the services described in the Order Form, but excluding any Third Party Services”.

“**Immediate Control**” means Maxa AI network services extending to, including, and terminating at the Internet Service Provider circuit termination point on the router of the data centers (i.e. public Internet connectivity). Specifically excluded from the definition of Immediate Control are the following:

a) Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Customer and Customer’s network services which allow the Customer to access the Services. These components are controlled by the Customer and their performance or failure to perform can impair or disrupt Customer’s connections to the Internet and the transmission of data.

b) Equipment, data, advertisements, materials, software, hardware, services and/or facilities provided by third party vendors or service providers of Customer.

c) Acts or omissions of Customers, its employees, contractors, agents or representatives, third party vendors or service providers of Customer or anyone gaining access to Maxa AI’s network at the request of Customer.

d) Delays or failures due to circumstances beyond Maxa AI’s reasonable control that could not be avoided by its exercise of due care.

e) Any outage, network unavailability, or downtime outside the Maxa AI’s internal network or data centers.

“**Material Downtime**” is measured as the time in seconds when the Services are not Available for reasons other than the following exclusions:

a) Force Majeure;

b) A security threat until such time as the security threat has been eliminated;

c) Use of unapproved or modified hardware or software by or on behalf of Customer;

d) Misuse of Maxa AI’s Services by Customer or its agents, customers, or third party contractors; and/or

e) Scheduled Maintenance.

“**Scheduled Maintenance**” means non Availability of the Services for maintenance, repairs, patch installation and upgrades to the Services. Except where not possible in the circumstances, Maxa AI will advise Customer at least forty-eight (48) hours prior for performing Scheduled Maintenance. If Maxa AI cannot advise before the Scheduled Maintenance, it shall advise Customer as soon as possible after the Scheduled Maintenance.



“**Third Party Services**” means a third party service to which the Services link or that is integrated with the Services in order to provide specific portions of the Services. Third Party Services include integration partners connected to the Services through application programming interfaces (“APIs”).

2. AVAILABILITY OBJECTIVE

Maxa AI will provide 99% Availability for the Services within Immediate Control (the “**Availability Objective**”).

If Maxa AI does not meet the Availability Objective, then Customer and Maxa AI may negotiate in good faith a service credit proportional to the downtime versus the Availability Objective, and in any case the service credit will be no greater than one monthly fee payable by Customer.

3. AVAILABILITY CALCULATION

Availability is calculated per calendar month. For a given calendar month, the calculation is as follows where where (a) T is the total number of minutes in the calendar month and (b) D is the “Material Downtime” in seconds during that month.

$$\text{Availability} = 100 \times ((t-d) / t)$$

4. SUPPORT

Maxa AI shall provide support by e-mail at support@maxa.ai or by other means made available to Customer from time to time. Customer support is available during regular business hours of Maxa AI (Monday to Friday 9:00 to 17:00 Eastern Time), excluding Quebec and Canadian provincial and federal holidays. Requests are addressed based on criticality, and cases are opened upon receipt of request or identification of issue. Responses time in the table below are subject to the foregoing limitations.

| Severity Level | Error State Description | Response (max.) |
|-----------------------|--|-----------------|
| 1 - Critical Priority | Renders the Services inoperative or causes to fail catastrophically. | 4 hour |
| 2 - High Priority | Affects the operation the Services and materially degrades Customer’s use thereof. | 24 hours |
| 3 - Medium Priority | Affects the operation of the Services, but does not materially degrade Customer’s use thereof. | 48 hours |
| 4 - Low Priority | Causes only a minor impact on the operation of the Services. | 5 business days |