

## LEVELOPS TERMS OF SERVICE

**Last updated:** 2025-07-21

These LevelOps Terms of Service (“**Terms of Service**”, together with any Order Forms, attachments and exhibits, collectively the “**Agreement**”), form an agreement between the customer (such customer, the “**Customer**”) accessing, downloading, installing or otherwise using the LevelOps Solution and Obius Inc., d.b.a. LevelOps Solutions (“**LevelOps**”), the supplier of the LevelOps Solution. This Agreement is entered into on the earlier of the date Customer first uses any part of the LevelOps Solution and the date Customer agrees to be bound by this Agreement (the “**Effective Date**”). LevelOps and Customer will be referred to together as the “**Parties**” and each a “**Party**”.

This Agreement sets forth the terms and conditions that govern the provision and use of the LevelOps Solution.

**BY USING THE LEVELOPS SOLUTION (INCLUDING THE WEBSITE), CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 12(k). IF CUSTOMER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, CUSTOMER WILL IMMEDIATELY CEASE ANY FURTHER USE OF THE LEVELOPS SOLUTION. CUSTOMER REPRESENTS AND WARRANTS TO LEVELOPS THAT CUSTOMER HAS THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT. IF CUSTOMER IS USING THE LEVELOPS SOLUTION ON BEHALF OF ANOTHER PERSON, CUSTOMER HEREBY REPRESENTS AND WARRANTS TO LEVELOPS THAT CUSTOMER HAS THE AUTHORITY TO BIND SUCH PERSON TO THIS AGREEMENT.**

### **1. Definitions**

- (a) “**Administrator User Account**” means the administrator account for use by an Administrator User.
- (b) “**Administrator User(s)**” means those employees of Customer that are authorized by Customer to create Customer User Accounts on Customer’s behalf through an Administrator User Account.
- (c) “**Affiliate**” means, with respect to a Party, any corporation or other legal entity which is directly or indirectly controlling or controlled by, or under common control with that Party. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation or legal entity.
- (d) “**Anonymous Data**” means data that is non-identifiable as to any individual and otherwise does not constitute “personal information” under Privacy Law.
- (e) “**Applicable Law**” means applicable statutes, by-laws, rules, regulations, orders, ordinances or judgments, in each case of any Governmental or Regulatory Authority.
- (f) “**Claim**” means any actual, threatened or potential civil, criminal, administrative, regulatory, arbitral or investigative demand, allegation, action, suit, investigation or proceeding or any other claim or demand.

- (g) **“Customer Data”** means any data (other than Anonymous Data and Usage Data), information, content, records, and files that Customer or any of its Permitted Users loads or enters into, transmits to, or makes available to the LevelOps Solution.
- (h) **“Customer Personal Information”** means Customer Data that is Personal Information.
- (i) **“Customer User Accounts”** means: (i) each user account created by an Administrator User for those active employees of Customer that are permitted by Customer to access and use the LevelOps Solution; and (ii) Administrator User Accounts.
- (j) **“Governmental or Regulatory Authority”** means any national, provincial, state, county, municipal, quasi-governmental, or self-regulatory department, authority, organization, agency, commission, board, tribunal, regulatory authority, dispute settlement panel or body, bureau, official, minister, Crown corporation, court or other law, rule or regulation-making entity having or purporting to have jurisdiction over any person or matter related to this Agreement.
- (k) **“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- (l) **“LevelOps Solution”** means the services through: (i) which LevelOps hosts and makes available LevelOps’s automated order processing solution designed to streamline and digitize the handling of customer orders received via email or SMS, as may be further described in an Order Form; and (ii) any component or Modification of the services referred to in (l). The term “LevelOps Solution” does not include Professional Services and Support Services.
- (m) **“Loss” or “Losses”** means any and all losses, damages, Claims, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- (n) **“Modifications”** means modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations.
- (o) **“Order Form”** means any LevelOps-provided ordering document, online registration, order description or order confirmation referencing these Terms of Service.
- (p) **“Permitted User(s)”** means individuals with an active Customer User Account.
- (q) **“Personal Information”** means information about an identifiable individual.
- (r) **“Privacy Law”** means any Applicable Law that governs the privacy or security of Customer Personal Information.
- (s) **“Process”** and its variants means to collect, use, modify, retrieve, disclose, retain, store, delete or manage.

- (t) **“Professional Services”** means the consulting, training and other professional services described in an Order Form.
- (u) **“Term”** means the Initial Term and any Renewal Term.
- (v) **“Third Party Products”** means third party products that are licensed under separate license terms and not under this Agreement.
- (w) **“Usage Data”** means information and other data that is collected or generated by LevelOps related to how individual users interact with the LevelOps Solution, including frequency and duration of usage, specific features or functions accessed, user preferences and patterns of behavior. Usage Data does not include any Customer Personal Information.
- (x) **“Website”** means any website(s) used by LevelOps to provide the LevelOps Solution.

## 2. The LevelOps Solution

- (a) Provisioning of the LevelOps Solution. Subject to Customer’s and its Permitted Users’ compliance with the terms and conditions of this Agreement, LevelOps will make the LevelOps Solution available to Customer on the terms and conditions set out in this Agreement during the Term.
- (b) Agentic AI Services. The LevelOps Solution make use of agentic artificial intelligence (AI) and leverage Third Party Products which include third party large language models and AI algorithms to generate suggested text, information, results, images, and other materials (collectively, the **“Output”**) in response to the Customer prompts (**“Prompts”**) or Customer Data. LevelOps is not responsible and does not make any representations with respect to Third-Party Products, or any Output provided in connection therewith. Customer is solely responsible for checking Outputs for accuracy and suitability. The LevelOps Solution may be unable to decipher unrecognizable or ambiguous data and it is the responsibility of Customer to manually validate any Prompts and other data inputted by Customer.
- (c) Third Party Products. In the event that Customer uses or accesses Third Party Products in connection with its use of the LevelOps Solution, Customer acknowledges and agrees that any terms, conditions, warranties or representations associated with such Third Party Products are solely between Customer and the applicable Third Party Product provider. LevelOps will have no liability, obligation or responsibility for Customer’s use of or access to such Third Party Products. LevelOps cannot guarantee the continued availability of such Third Party Products, data, services or features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a third-party providers ceases to make the third-party providers’ products, data, features or services available for interoperation or otherwise in connection with the corresponding service features in a manner acceptable to LevelOps. **The LevelOps Solution are designed to function with the most recent major released version of any Third Party Products integrated with the LevelOps Solution and made available by LevelOps, as generally commercially available and supported by their respective suppliers. LevelOps will use commercially reasonable efforts to maintain compatibility with new major releases of such Third Party Products but does not guarantee compatibility with all future versions or unsupported versions. If Customer integrates other Third Party Products in connection with its use of the LevelOps Solution, Customer will be solely responsible for maintaining such**

**integrations and ensuring such Third Party Products remain compatible with the LevelOps Solution.**

- (d) Restrictions on Use. Customer will not itself, and will not permit others to:
- (i) sub-license, sell, rent, lend, lease or distribute the LevelOps Solution or any Intellectual Property Rights therein, or otherwise make the LevelOps Solution available to any third parties other than its Permitted Users in accordance with this Agreement;
  - (ii) use, download or access the LevelOps Solution or any Outputs:
    - (A) in violation of any Applicable Law or Intellectual Property Rights;
    - (B) in a manner that threatens the security or functionality of the LevelOps Solution; or
    - (C) for any purpose or in any manner not expressly permitted in this Agreement;
  - (iii) use, download or access the LevelOps Solution to create, transmit, or Process any Customer Data that:
    - (A) Customer does not have the lawful right to create, transmit or Process;
    - (B) violates any Applicable Law, or infringes, violates or otherwise misappropriates the Intellectual Property Rights or other rights of any third party (including any moral right, privacy right or right of publicity); or
    - (C) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
  - (iv) copy or modify the LevelOps Solution;
  - (v) reverse engineer, de-compile or disassemble the LevelOps Solution or any part of them;
  - (vi) use, download or access the LevelOps Solution for purposes of benchmarking or competitive analysis of the LevelOps Solution;
  - (vii) use, download or access the LevelOps Solution or any Outputs for the purpose of building a similar or competitive product or service;
  - (viii) remove or obscure any proprietary notices or labels on the LevelOps Solution, including brand, copyright, trademark and patent or patent pending notices; or
  - (ix) perform any vulnerability, penetration or similar testing of the LevelOps Solution.
- (e) Permitted Purpose. Customer may access and use the LevelOps Solution solely for Customer's internal business purposes.

- (f) Suspension of Access; Scheduled Downtime; Modifications. LevelOps may from time to time and in its discretion, without limiting any of its other rights or remedies under this Agreement, or at law or in equity:
  - (i) suspend Customer's access to or use of the LevelOps Solution or any component of them:
    - (A) for scheduled maintenance;
    - (B) due to a Force Majeure Event;
    - (C) if LevelOps believes in good faith that Customer or any of its Permitted Users has violated any provision of this Agreement;
    - (D) if any Outputs are or are alleged to infringe the Intellectual Property Rights of any person;
    - (E) to address any emergency security concerns;
    - (F) if required to do so by a Governmental or Regulatory Authority or as a result of a change in Applicable Law; or
    - (G) for any other reason as provided in this Agreement; and
  - (ii) make any Modifications to the LevelOps Solution.

Customer accepts all patches, bug fixes and updates made by or on behalf of LevelOps to the LevelOps Solution.

- (g) Subcontracting. LevelOps may engage third parties to provide the LevelOps Solution or any part of them. The delegating or subcontracting of all or any part of LevelOps' obligations under this Agreement to any subcontractor will not relieve LevelOps from any obligation or liability under this Agreement. LevelOps will, subject to any confidentiality provisions under this Agreement or otherwise upon Customer's request, make available to Customer a list of LevelOps' subcontractors who Process Customer Personal Information to provide the LevelOps Offering ("**Sub-processors**"), together with a description of the nature of services provided by each Sub-processor.
- (h) Professional Services. LevelOps will use commercially reasonable efforts to perform the Professional Services set out in an applicable Order Form.

### **3. Reservation of Rights**

- (a) Subject to the rights granted in this Section 3 , Customer retains all right, title and interest in and to Customer Data, including any Intellectual Property Rights in Customer Data.
- (b) Customer grants LevelOps a non-exclusive, worldwide, royalty-free, irrevocable, sublicensable, and fully paid-up license during the Term to Process Customer Data to: (i) provide the LevelOps Solution and perform its obligations under this Agreement; (ii) develop and improve the LevelOps Solution and other LevelOps Property and new offerings; and (iii) produce or generate Usage Data and Anonymous Data. LevelOps may Process the Anonymous Data and Usage Data for any purpose and without restriction or

obligation to Customer of any kind. Anonymous Data and Usage Data are not Customer Data and are not Customer's Confidential Information.

- (c) LevelOps or its licensors retain all right, title and interest, including any Intellectual Property Rights in and to:
  - (i) the LevelOps Solution;
  - (ii) Anonymous Data;
  - (iii) Usage Data;
  - (iv) all other LevelOps' Confidential Information, including any reports or deliverables generated from the LevelOps Solution; and
  - (v) any Modifications to the foregoing (i) to (iv),(collectively "**LevelOps Property**").
- (d) To the extent that Customer or any of its Permitted Users submit ideas, suggestions, documents, or proposals regarding the LevelOps Solution to LevelOps ("**Feedback**"), Customer acknowledges and agrees that:
  - (i) the Feedback does not contain confidential or proprietary information and LevelOps is not under any obligation of confidentiality with respect to the Feedback; and
  - (ii) LevelOps will be entitled to use, commercialize or disclose (or to choose not to use, commercialize, or disclose) such Feedback for any purpose, in any way, in any manner, and to anyone worldwide without any compensation or reimbursement of any kind to Customer for such use.

#### 4. Privacy

- (a) The Parties will comply with their respective obligations under Privacy Law that apply to their Processing of Customer Personal Information.
- (b) In the course of Processing Customer Personal Information, LevelOps will:
  - (i) only Process Customer Personal Information for the purpose of fulfilling LevelOps' obligations and exercising its rights under the Agreement or as otherwise required or permitted by Applicable Law;
  - (ii) implement reasonable physical, technological and organizational measures designed to safeguard Customer Personal Information against loss or theft and unauthorized access, use or disclosure;
  - (iii) notify Customer without undue delay upon becoming aware of a breach of the security safeguards outlined in Section 4(b)(ii) that results in the loss, theft, unauthorized access to or unauthorized disclosure of Customer Personal Information;

- (iv) except to the extent legally prohibited, promptly notify Customer of any enquiry or complaint received from a Permitted User relating to the Permitted User's rights under Privacy Law with respect to the Processing of their Customer Personal Information; and
- (v) upon the termination of this Agreement, LevelOps will comply with the retention and destruction requirements set out in 11(c)(v) of this Agreement.

## 5. Customer User Account; Responsibility for Permitted Users

- (a) In order for Customer to access and use the LevelOps Solution, LevelOps will issue one or more Administrator User Accounts to Customer that provides the Administrator User with the capability to create user accounts for Permitted Users on Customer's behalf.
- (b) Customer is responsible for identifying and authenticating all its Permitted Users and for ensuring only Permitted Users access and use the LevelOps Solution. Customer will promptly notify LevelOps of any actual or suspected unauthorized use of the LevelOps Solution. LevelOps reserves the right to deactivate or replace a Customer User Account if it determines that a Customer User Account may have been used for an unauthorized purpose.
- (c) Customer will be responsible for the compliance by its Permitted Users with this Agreement, all fees and charges incurred by its Permitted Users in connection with access to and use of the LevelOps Solution, and any and all activity occurring under the Customer User Accounts associated with its Permitted Users, including access to and use of the LevelOps Solution.

## 6. Support Services

Customer will generally have access to LevelOps' technical support: (i) from **[9:00 am ET to 5:00 pm ET]** each Monday to Friday (excluding statutory and civic holidays observed in Montreal, Quebec, Canada); and (ii) via email at **support@levelops.co** ("**Support Services**"). LevelOps may amend the Support Services from time to time in its sole discretion.

## 7. Fees and Payment

- (a) Fees. Customer will pay to LevelOps the fees described in the Order Forms (the "**Fees**"). Unless otherwise noted on an Order Form: (i) all Fees identified are in Canadian dollars; (ii) Fees are non-cancelable and non-refundable; and (iii) quantities purchased cannot be decreased during the relevant subscription term. If Customer's use of the LevelOps Solution exceeds the service capacity set forth on an Order Form or otherwise requires the payment of additional fees (pursuant to the terms of this Agreement), Customer will be billed for such usage and Customer will pay the additional fees in accordance with this Agreement.
- (b) Changes to the Fees. LevelOps reserves the right to change the Fees and institute new charges on each anniversary of the Effective Date upon providing not less than 30 days prior notice to Customer.
- (c) Invoicing. LevelOps will prepare and send to Customer, at the then-current contact information on file with LevelOps, an invoice for any Fees that have become due and payable. Unless otherwise expressly stipulated in an invoice, Customer will pay all invoiced amounts within 30 calendar days of the invoice date.

- (d) Disputed Invoices or Charges. If Customer believes LevelOps has charged or invoiced Customer incorrectly, Customer must contact LevelOps no later than 30 days after having been charged by LevelOps or receiving such invoice in which the error or problem appeared in order to request an adjustment or credit. In the event of a dispute, Customer will pay any undisputed amounts in accordance with the payment terms herein, and the Parties will discuss the disputed amounts in good faith in order to resolve the dispute.
- (e) Late Payment. Except as provided in Section 7(d), Customer may not withhold or setoff any amounts due under this Agreement. Any late payment will be increased by the costs of collection (if any) and will incur interest at the rate of one and a half percent (1.5%) compounded monthly (19.56% annually), or the maximum legal rate (if less), plus all expenses of collection, until fully paid. If Customer has not paid all due and undisputed Fees within 10 days of the date that such Fees become due, LevelOps reserves the right to suspend Customer's access to the LevelOps Solution and any delivery of Professional Services and Support Services until all due and undisputed amounts are paid in full.
- (f) Taxes. The Fees do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes. Customer will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including any applicable interest and penalties) payable in connection with the transactions contemplated by this Agreement, other than taxes based on the net income or profits of LevelOps.
- (g) Suspension. Any suspension of the LevelOps Solution by LevelOps pursuant to this Agreement will not excuse Customer from its obligation to make payments under this Agreement.

## 8. Confidential Information

- (a) Definitions. For the purposes of this Agreement, a Party or any of its Affiliates, customers, employees, licensors or suppliers receiving Confidential Information will be "**Recipient**", the Party disclosing such information will be "**Discloser**" and "**Confidential Information**" of Discloser means any and all information of Discloser or any of its Affiliates, and in the case of LevelOps, any of its subcontractors, service providers, licensors or customers that has or will come into the possession or knowledge of Recipient in connection with or as a result of entering into this Agreement, including information concerning Discloser's past, present or future customers, suppliers, technology or business, LevelOps Property, this Agreement and where Discloser is Customer, Customer's Confidential Information includes Customer Data. Notwithstanding the foregoing, except with respect to Personal Information, Confidential Information does not include any information that: (i) is publicly available prior to it being obtained by or becoming known to Recipient, or that subsequently becomes publicly available through no breach of this Agreement by Recipient; (ii) Recipient can demonstrate (through written records) was known to it prior to it being obtained by or becoming known to Recipient in connection with or as a result of entering into this Agreement; (iii) becomes known to Recipient from a third party, where Recipient had no reason to believe that such third party had any obligation of confidence with respect to such information, but only until Recipient subsequently comes to have reason to believe that such information was subject to an obligation of confidence; or (iv) Recipient can demonstrate (through written records) was developed



independently by it or by individuals employed or engaged by Recipient who did not have any access to, or the benefit of, the Confidential Information of Discloser.

- (b) Confidentiality Covenants. Recipient hereby agrees that during the Term and at all times following the Term it will:
- (i) not disclose Confidential Information of Discloser to any person without the express written consent of Discloser, except: (A) if Recipient is Customer, to its own employees, Permitted Users, or such other recipients as LevelOps may approve in writing; or (B) if Recipient is LevelOps, to its and its Affiliate's employees, contractors, subcontractors, advisors, consultants, officers, directors, partners, shareholders, agents and their respective successors or permitted assigns, or such other recipients as Customer may approve in writing, provided that any person described in Section 8(b)(i)(A) or Section 8(b)(i)(B) must have a "need to know" for the purposes of receiving or providing the LevelOps Solution or otherwise performing obligations or exercising rights under this Agreement, be informed of the confidential nature of the Confidential Information, be directed to hold the Confidential Information in confidence and agree in writing, or otherwise be legally bound, to comply with confidentiality obligations in respect of such Confidential Information that are no less stringent than the provisions of this Agreement;
  - (ii) not use Confidential Information of Discloser or permit it to be used for any purpose except to exercise its rights or perform its obligations under this Agreement;
  - (iii) not alter or remove from any Confidential Information of Discloser any proprietary legend; and
  - (iv) take measures to protect the confidentiality and security of the Confidential Information of Discloser that are no less stringent than the measures it takes to protect its own Confidential Information of comparable sensitivity.
- (c) Exceptions to Confidentiality. Notwithstanding Section 8(b), Recipient may disclose Discloser's Confidential Information:
- (i) if and to the extent legally compelled or required by a Governmental or Regulatory Authority or otherwise required by Applicable Law, provided that Recipient must first: (A) provide Discloser with prompt prior written notice of such compelled disclosure (except where prohibited by Applicable Law from doing so) to give Discloser the opportunity to oppose such disclosure; and (B) reasonably cooperate with Discloser in assisting Discloser to protect against or limit any such disclosure, including, where feasible, obtaining a protective order narrowing the scope of such disclosure and use of the Confidential Information. Thereafter, Recipient may disclose the Confidential Information of Discloser, but only to the extent required and subject to any protective order that applies to such disclosure;
  - (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business; or
  - (iii) in the case of LevelOps, to potential investors, assignees, acquirers or successors of LevelOps if and to the extent such persons need to know such Confidential

Information in connection with a potential investment, sale, merger, amalgamation or other corporate transaction involving the business or assets of LevelOps.

- (d) Injunction and other equitable relief. Each of the Parties acknowledge that disclosure of Discloser's Confidential Information or any other breach of this Section 8 may cause serious and irreparable damage and harm to Discloser and that remedies at law may be inadequate to protect against breach of this Agreement, and each Party agrees that Discloser may seek injunctive relief for any breach of the provisions of this Section 8 and to the specific enforcement of the terms of this Section 8, in addition to any other remedy to which Discloser would be entitled.
- (e) Return of Confidential Information. Upon written request by a Discloser or upon the termination or expiration of this Agreement, each Party will promptly return to the other Party or destroy all Confidential Information (excluding any Customer Data which is addressed at Section 11(c)) of the other Party in its possession or control within a reasonable amount of time in accordance with Recipient's data destruction practices. Notwithstanding the foregoing, LevelOps may retain any electronically archived Customer's Confidential Information, provided that such retained information remains subject to the confidentiality obligations in this Section 8. Upon written request of Discloser, Recipient will certify in writing that it has complied with this Section 8.

## **9. Customer Warranty; Disclaimer**

- (a) Customer Warranty. Customer represents, warrants, and covenants to LevelOps that Customer has obtained and provided, and will continue to obtain and provide, all necessary consents, rights and notices, and otherwise has and will continue to have all necessary authority in and relating to the Customer Data (including Customer Personal Information) for LevelOps to perform its obligations and exercise its rights under this Agreement in compliance with Applicable Law, and without infringing, misappropriating or otherwise violating any Intellectual Property Rights or other rights of any third party, and will inform LevelOps immediately if any such consents, rights or authority are withdrawn or can no longer be relied upon.
- (b) DISCLAIMER. LEVELOPS DOES NOT WARRANT THAT THE LEVELOPS SOLUTION, PROFESSIONAL SERVICES AND SUPPORT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LEVELOPS SOLUTION, PROFESSIONAL SERVICES AND SUPPORT SERVICES EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE LEVELOPS SOLUTION, PROFESSIONAL SERVICES AND SUPPORT SERVICES (OR ANY PART OF THEM), AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY LEVELOPS TO CUSTOMER ARE PROVIDED "AS IS" AND "AS AVAILABLE". ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY PRODUCT IS STRICTLY BETWEEN CUSTOMER AND THE THIRD PARTY PRODUCT PROVIDER.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LEVELOPS HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY,

COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, LEVELOPS EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE LEVELOPS SOLUTION, PROFESSIONAL SERVICES AND SUPPORT SERVICES (OR ANY PART OF THEM), IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER. CUSTOMER IS SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF THE LEVELOPS SOLUTION AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE LEVELOPS SOLUTION.

ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING ARE RAPIDLY EVOLVING FIELDS OF STUDY. GIVEN THE PROBABILISTIC NATURE OF GENERATIVE ARTIFICIAL INTELLIGENCE, USE OF ANY OF LEVELOPS SOLUTION MAY IN SOME SITUATIONS RESULT IN INCORRECT OUTPUT THAT DOES NOT ACCURATELY REFLECT REAL PEOPLE, PLACES, OR FACTS. CUSTOMER SHALL EVALUATE THE ACCURACY OF ANY OUTPUT AS APPROPRIATE FOR ITS USE CASE, INCLUDING BY USING HUMAN REVIEW OF THE OUTPUT AND CONTENT.

#### **10. Limitation of Liability**

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

- (a) AMOUNT. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY (INCLUDING ANY PREVIOUSLY PAID LOSSES) OF LEVELOPS IN CONNECTION WITH OR UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE LEVELOPS SOLUTION IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO THE LOSSES. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT WILL LEVELOPS' THIRD-PARTY SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.
- (b) TYPE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL LEVELOPS BE LIABLE TO CUSTOMER OR ANY OF ITS PERMITTED USERS FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST OR LOSS OF (A) SAVINGS, (B) PROFIT, (C) DATA, (D) USE, OR (E) GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH;

OR (VI) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

## 11. Term and Termination

- (a) Term. This Agreement will commence on the Effective Date and continue to be in effect for a period of one year (the “**Initial Term**”), unless terminated earlier in accordance with this Agreement. This Agreement will automatically renew for successive periods of one year (each a “**Renewal Term**”), unless either Party provides the other Party with written notice of its intention not to renew not less than 30 days prior to the end of the then current Term.
- (b) Termination for Cause. Either Party may terminate this Agreement, by giving to the other Party written notice of termination upon the occurrence of any of the following events:
  - (i) the other Party breaches or defaults on any of the material terms or conditions of this Agreement (including Customer’s payment obligations under Section 7) and fails to cure such breach or default within 30 days of receipt of written notice thereof; except that, in the event of any breach that is incapable of being cured, such termination will be effective immediately;
  - (ii) the other Party makes any assignment for the benefit of creditors or is unable to pay its debts as they mature in the ordinary course of business; or
  - (iii) any proceedings are instituted by or against the other Party under any insolvency laws or for reorganization, receivership or dissolution.
- (c) Effect of Termination. Upon the effective date of the expiration or termination of this Agreement (the “**Termination Effective Date**”):
  - (i) Customer will immediately cease (and ensure that all its Permitted Users immediately cease) accessing or using the LevelOps Solution ;
  - (ii) Customer will return any LevelOps Property in its possession and certify in writing to LevelOps that the LevelOps Property has been returned;
  - (iii) no new Order Forms may be agreed to or entered into by the Parties and all Order Forms will terminate;
  - (iv) all Fees due and payable and any amounts due to LevelOps are immediately due and are to be immediately paid by Customer to LevelOps. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund; and
  - (v) if Customer requests in writing at least 30 days prior to the Termination Effective Date and provided that Customer has paid all Fees due and payable as at the Termination Effective Date LevelOps will make all Customer Data available to Customer for electronic retrieval for a period of 30 days. Following such 30-day

period LevelOps will delete any Customer Data that remains in the hardware or systems used by LevelOps to provide the LevelOps Solution. Notwithstanding anything to the contrary in this Agreement, LevelOps may retain Customer Data to the extent and so long as required by Applicable Law and LevelOps may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course, provided that all such Customer Data will remain subject to all confidentiality requirements of this Agreement.

- (d) Survival. The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason: Section 3 (Reservation of Rights ), Section 7 (Fees and Payment), Section 8 (Confidential Information), Section 9 (Customer Warranty; Disclaimer), Section 9, Section 10 (Limitation of Liability), Section 12 (General Provisions), Section 11(c) (Effect of Termination) and this Section 11(d) (Survival).

## 12. General Provisions

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

Address: 8000 rue Berri  
Montréal (Québec)  
H2R2H3 Canada

Attention: Maxime Lavoie

Email: maxime@levelops.co

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

- (b) Assignment. Customer will not assign or transfer this Agreement, or transfer or subcontract any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of LevelOps. Any purported assignment or delegation by Customer to any third party in violation of this Section will be null and void. LevelOps may assign any of its rights, or delegate any of its obligations, under this Agreement to any third party without the consent of Customer. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- (c) Governing Law and Attornment. This Agreement and any Claim related thereto will be governed by and construed in accordance with the laws of the Province of Quebec and the applicable federal laws of Canada, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with this Agreement in Montréal,

Quebec Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. Notwithstanding the foregoing, LevelOps may: (i) seek remedies to collect unpaid Fees from Customer; and (ii) seek remedies with respect to a violation of LevelOps' Intellectual Property Rights or Section 8 (Confidential Information), in any appropriate jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

- (d) Export Restrictions. Neither Customer nor any of its Permitted Users are listed under any Canadian economic sanctions law or regulation or owned or controlled by any such person. Customer will not allow access to the LevelOps Solution other than in accordance with the terms of this Agreement. LevelOps makes no representation or warranty that the LevelOps Solution may be exported without Customer first obtaining appropriate licenses or permits under Applicable Law, or that any such license or permit has been, will be, or can be obtained.
- (e) Construction. Except as otherwise provided in this Agreement, the Parties' rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect. The terms "consent" or "discretion", when used in respect of a Party in this Agreement, mean the right of such Party to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to the other Party. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party.
- (f) Force Majeure Event. Neither Party will be liable for delays caused by any event or circumstances beyond that Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, slowdowns, walkouts or other labour problems (other than those involving that Party's employees), Internet service failures or delays, cyberattacks, or the unavailability or Modification by third parties of telecommunications or hosting infrastructure or third party software or websites or changes in law preventing or limiting the provision of the LevelOps Solution or which would make the provision of the LevelOps Solution economically unviable ("**Force Majeure Event**"). This Section does not apply to any of Customer's obligations under Sections 7, (Fees and Payment). In the event of any failure or delay caused by a Force Majeure Event, the affected Party will give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
- (g) Severability. Any provision of this Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect.
- (h) Waiver. A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- (i) Further Assurances. Each Party will, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other Party may

reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

- (j) Entire Agreement. This Agreement (including all Order Forms) constitutes the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, and agreements between the Parties in connection with the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations or other communications between the Parties, whether written or oral. For clarity, any terms and conditions appearing on a purchase order or similar document issued by Customer, or in Customer's procurement, invoicing, or vendor onboarding portal: (i) do not apply to the LevelOps Solution; and (ii) do not override or form a part of this Agreement (including any Order Form).
- (k) Amendments. No amendment, supplement, modification, waiver, or termination of this Agreement and, unless otherwise expressly specified in this Agreement, no consent or approval by any Party, will be binding unless executed in writing by the Party or Parties to be bound thereby. Notwithstanding the preceding sentence, LevelOps may unilaterally amend this agreement, in whole or in part (each, an "**Amendment**"), by giving Customer 30 days prior notice of such Amendment or posting notice of such Amendment on the Website. Unless otherwise indicated by LevelOps, any such Amendment will become effective 30 days after the date the notice of such Amendment is provided to Customer or is posted on the Website (whichever is the earlier).
- (l) Order of Precedence. To the extent of a conflict between these Terms of Service and any Order Forms, attachments or exhibits attached hereto:
  - (i) in respect of Section 3 (Reservation of Rights ), Section 4 (Privacy), Section 8 (Confidential Information), Section 9 (Customer Warranty; Disclaimer), Section 10 (Limitation of Liability), Section 11(d) (Survival) and Section 12 (General Provisions, including this Section 12(l)), these Terms of Service will prevail; and
  - (ii) for all other Sections, unless the Order Form expressly states that it modifies or varies these Terms of Service, these Terms of Service will prevail.
- (m) English Language. The Parties confirm that the essential stipulations of this Agreement reflect the mutual agreement of the Parties further to negotiation, and were not imposed by either Party, even when drawn up by one of the Parties. The Parties further confirm that it is the express wish of all Parties that this Agreement, all documents related to this Agreement and all communications between the Parties in the context of the performance of this Agreement be in English only. *Les parties confirment que les stipulations essentielles de la présente entente reflètent le résultat de discussions libres de gré à gré et n'ont pas été imposées par l'une ou l'autre des parties, même lorsque rédigées par l'une des parties. Les parties confirment également que c'est la volonté expresse des parties que la présente entente, tout document s'y rattachant et toute communication entre les parties dans le cadre de l'exécution de cette entente soient uniquement en anglais.*