MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, including its appendices and exhibits (together, the "**MSA**" or "**Agreement**"), is entered into as of this **[●]** day of **[●]**, [YEAR] (the "**Effective Date**").

BETWEEN:

> **ZIA.AI INC.**, a corporation incorporated under the *Canada Business Corporations Act*, with its headquarters located at 2405 rue de Rushbrooke, Montreal, QC, H3K 1T4, and carrying on business as HumanFirst ("**HumanFirst**"),

AND:

> **[CUSTOMER],** a [JURISDICTION] corporation, with its headquarters located at [ADDRESS] ("**Customer**"),

> (Each a "**Party**", and collectively the "**Parties**").

RECITALS:

A. HumanFirst offers the HumanFirst Studio, a software platform designed to optimize task-specific prompt and data engineering and related workflows, including for GenAI performance (the "**HF Platform**") to Customers based on different available specifications.

B. HumanFirst offers supplementary professional services, including training, consultation, and technical support, as part of the Customer's use and implementation of HF Platform (collectively, the "**Services**").

C. The Customer will procure its subscription to the HF Platform, along with any desired or requested Services, through an order form, which will also contain the initial term, fees, and any additional conditions pertaining to the Customer's subscription to the HF Platform in addition to the terms of this Agreement (the "**Order Form**"). The initial Order Form associated with this MSA is attached as **Appendix A**.

D. Customer now wishes to subscribe to the HF Platform and obtain Services from HumanFirst on the terms of this Agreement and the Order Form.

THE PARTIES NOW AGREE, for valuable consideration acknowledged between them, as follows:

1. DEFINITIONS

1.1 "**API**" means application programming interface.

1.2 "**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 a Party and the provision of the HF Platform.

1.3 "**Customer Data**" means (a) Personal Information; (b) Customer's Confidential Information, and (c) information or data submitted by the Customer through the HF Platform, (d) Customer Training Data.

1.4 "**Customer Materials**" means the Customer Data, Customer Trademarks and/or other materials provided to HumanFirst in connection with Customer's use of the HF Platform or HumanFirst's performance of the Services.

1.5 "**Customer Trademarks**" has Customer's distinctive logos, names, brands, product names, phrase, word or symbol, whether registered or not;

1.6 "**Customer Training Data**" means training datasets imported by the Customer into the HF Platform.

1.7 "**End User(s)**" means an employee or agent of Customer who is authorized to use the HF Platform by Customer and is provided with an account by Customer to use the HF Platform on its behalf.

1.8 "**Integration Partner Products**" means third-party software, applications, technologies, services and products which are integrated into the HF Platform by API and that a Customer may optionally use or pass through Customer Data as part of its use of the HF Platform.

1.9 "**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, trademarks 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.

1.10 "**Personal Information**" means any information that would meet the definition of "personal information" (or similar nomenclature) under Applicable Laws.

1.11 "**Security Breach"** means an event that results in unauthorized access, use, disclosure, modification, or destruction that could have a significant adverse effect on the confidentiality, integrity, or availability of Customer Data, Personal Information, or Confidential Information.

1.12 "**Usage Data**" means non-identifying data captured or generated by the HF Platform about End Users relating to their usage of the HF Platform.

1.13 **"Data Point Limit"** means the maximum number of utterances that can be uploaded at any single time in the Customer's instance.

2. THE HF PLATFORM

2.1 **Grant of Authorization to Access and Use.**

(a) In exchange for the Fees and subject to the terms of this Agreement and the Order Form, HumanFirst hereby grants to Customer the authorization to access and use the HF Platform, including any related APIs.

(b) The Customer is authorized to use the HF Platform, and share access to it with the number of authorized users or seats indicated in an Order Form, as required for its internal business purposes. If any local installation of the HF Platform is required, the Customer represents and warrants that it will not remove any mentions of HumanFirst's Intellectual Property.

2.2   **Fair Use Restriction.** The Customer agrees to use the HF Platform in compliance with the API call limits and data processing thresholds set forth in the Order Form or any subsequent Change Orders, and will not use the HF Platform in an objectively excessive manner that could adversely impact the performance, availability, or security of the HF Platform for other users.

2.3   **Unacceptable Uses of the HF Platform.** The Customer represents and warrants that it will not use (or allow the use of) the HF Platform in any manner:

    (a)   that is prohibited by Applicable Laws or this Agreement;

    (b)   that will disrupt third parties' use or enjoyment of the HF Platform, including uses that result in automated, constant and repeated requests for data other than as intended or permitted under this Agreement (e.g., denial of services and distributed denial of services attacks) or by abnormally overloading servers on the HumanFirst's network causing portions of the HumanFirst's network to be blocked or unavailable;

    (c)   that results in the creation, transmission, distribution or storage of material (i) in violation of the rights of third parties, including Intellectual Property and privacy rights, and (ii) that is threatening, abusive, hateful, or constitutes or encourages conduct that would constitute a fraud or criminal offence or gives rise to civil liability or penalties;

    (d)   that results in (i) the sharing of identifiers and passwords between End Users or with third parties(ii) access to the HF Platform by third parties, or (iii) the use of time-sharing services, network or other means of sharing accounts;

    (e)   that involves using any robot, spider, scraper, deep link or other automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, copy or monitor the HF Platform or any data collected, used, or generated by it;

    (d)   that involves decompiling, disassembling, reverse engineering, attempting to reconstruct or discovering any Intellectual Property or Confidential Information of HumanFirst, including, without limitation, source codes, ideas, and algorithms of the HF Platform's underlying technology by any means whatsoever. For the avoidance of doubt, the foregoing will include converting the HF Platform into a human comprehensible form or attempting to access its source code;

    (e)   that involves modifying, leasing or lending the HF Platform and from distributing copies of it, including by electronically transferring the HF Platform over a network, an electronic circuit or the Internet, except as required for the performance of the Services or for business continuity purposes;

    (f)   that involves violating HumanFirst security safeguards and configurations for the HF Platform (including network, servers, and systems), including, without limitation:

        (i)   by posting or transmitting files, data or computer text which contain viruses, worms, Trojan horses, malicious software or any other contaminating or destructive features;

        (ii)   by attempting to hack any security safeguards or processes in the use of the HF Platform;

        (iii)   by attempting to access any part of the HF Platform that Customer is not authorized to access;

(iv)   by attempting to disrupt in any manner the operation of the HF Platform;

(v)   by manipulating identifiers in order to disguise the origin of any content transmitted on or to the HF Platform, or the source of any content;

(vi)   by modifying or altering the HF Platform in any unauthorized manner.

(collectively, the "**Use Violations**").

2.4   **Scope of Use Violations.** Customer agrees and acknowledges that encouraging, aiding, authorizing or attempting to breach Section 2.3 is deemed a Use Violation. Customer will be liable for Use Violations committed by its End Users and will cause its End Users to use the HF Platform in a manner that does not result in Use Violations, such as by implementing and enforcing an acceptable use policy containing terms substantially similar to Section 2.3.

2.5   **Remedies for Use Violations.** A breach of Sections 2.3 or 2.4 will entitle HumanFirst to immediately (i) suspend Customer's access to the HL Platform, and/or terminate this MSA and the Order, and (ii) seek injunctive or equitable relief, in addition to any other legal rights and remedies it may have.

2.6   **Platform Availability and Service Levels.** HumanFirst's commitments regarding the availability of the HF Platform are set out in the Service Level Agreements attached at **Appendix B** ("**SLAs**").

3.   HUMANFIRST PROFESSIONAL SERVICES

3.1   **Services Description.** HumanFirst offers the following Services as part of the overall Customer support for using the HF Platform:

(a)   Training services provided by HumanFirst's qualified staff to the Customer to onboard and properly use the HF Platform, based on a bank of hours as indicated in the Order Forms and Change Orders from time to time. Training is delivered virtually and in accordance with a Statement of Work. The training will provide End Users with commercially reasonable information to ensure that they can operate the HF Platform adequately. HumanFirst reserves its right to charge additional fees for further training if the bank of hours for training is exceeded and if additional training is requested by the Customer during the Subscription Term.

(b)   Bespoke, customized consulting services provided by HumanFirst to the Customer, based on a bank of hours as described in either the Order Form or a subsequent Statement of Work.

(c)   Technical support services as per the SLA attached as **Exhibit B**.

3.2   **Procurement of Services.**

(a)   An Order Form may only be modified by written amendment (each a "**Change Order**") describing how Customer's access to the HF Platform or procurement of Services will be adjusted.

(b)   The Parties may enter into statements of work, from time to time, which will describe any additional Services to be provided to Customer, and related terms of those Services, that have not previously been contemplated by the Order Form or Change

Orders (each a "**Statement of Work**"). Statements of Work may only be modified through a Change Order.

(c)   The Order Form, any Statements of Work, and any Change Orders will collectively constitute the "**Procurement Documentation**". The Procurement Documentation is deemed part of this MSA. To the extent there is any inconsistency or conflict between the terms of the MSA and/or the Procurement Documentation, the following descending order of priority will apply:

(i)   any Change Orders respecting the Order Form or Statements of Work;

(ii)   any Statements of Work;

(iii)   the Order Form; and

(iv)   this MSA.

3.3   **Collaboration.** Customer agrees and understands that the Customer's timely sharing of information is critical to the efficient deployment of the Services. HumanFirst will have no responsibility for any delays or breach of this Agreement caused by Customer's failure to provide the information in a timely manner, or for information provided by the Customer that is inaccurate, outdated, or incomplete.

3.4   **Customer IT Equipment.** Customer is solely responsible for maintaining the IT environment used for the Services and not provided by HumanFirst (the "**Customer IT Equipment**"). Customer agrees and understands that HumanFirst does not have any liability arising from or in relation to Customer IT Equipment.

4.   FEES, PAYMENTS & BILLINGS

4.1   **Fees.** Customer agrees to pay for the fees set forth in any Procurement Documentation, along with any taxes that HumanFirst must collect under Applicable Laws (the "**Fees**").

4.2   **Payments.**

(a)   The Fees are payable within thirty (30) days of the receipt of an invoice, and in accordance with the payment terms and instructions in the Procurement Documentation.

(b)   Customer agrees to pay for the Fees using the methods made available, from time to time, by HumanFirst, and as indicated within the Procurement Documentation.

(c)   If the Fees have not been paid in full within thirty (30) days of the receipt of an invoice, then unless such Fees have been disputed in good faith:

(i)   Customer agrees to pay interest corresponding to 2% monthly and 24% annually for any late Fees, and until such Fees are paid and received in full by HumanFirst (together with all interest accrued); and

(ii)   HumanFirst has the right to suspend or terminate the Customer's access to the HF Platform until payment in full has been made.

5. TERM AND TERMINATION

5.1 **MSA Term.** This MSA will enter into force on the Effective Date and continue in full force until terminated by either Party, with renewals occurring according to the Procurement Documentation (the "**Term**").

5.2 **Subscription Term.** The Customer's subscription will begin on the date indicated in the Order Form (the "**Subscription Term Start Date**") and continue for the period of time stipulated in the Order Form ("**Subscription Term**").

5.3 **Termination for Convenience.** The Customer may terminate this Agreement (or the Order Form) at any time upon 30 days' notice to HumanFirst; however, the Customer will not be refunded for any prepaid Fees, or if no prepayment was made, will be required to pay all remaining Fees for the then-current term regardless of early termination for convenience.

5.4 **Termination for Cause**. Either Party may terminate Agreement for cause:

(a) upon a 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 this delay; or

(b) immediately upon written notice in case of a material violation of Sections 2.3 or **Error! Reference source not found.** by Customer.

5.5 **Effects of Termination for Cause.**

(a) In case of a termination for cause due to the acts or omissions of Customer, all Fees due pursuant to the terminated Procurement Documentation will be due immediately, and Customer agrees to pay for such Fees in accordance with the terms of this Agreement. Customer agrees that in the event of such Termination, Fees paid by the Customer will not be reimbursable.

(b) In case of a termination for cause due to the acts or omissions of HumanFirst, all Fees paid in advance for the performance of the Services after the termination date will be reimbursed, and Customer will not be required to pay for any Services after the termination date.

5.6 **Customer Models and Project Data.** Customer may export its models and other project data (all comprising Customer Data) from the HumanFirst platform at any time during the Subscription Term. However, if the Customer is using a free trial of the HF Platform, this export function will not be enabled.

5.7 **Media Sanitization.** Upon the termination of the Subscription Term, each Party will delete all of the other Party's Confidential Information from their servers and/or cloud environment as applicable. Upon request by the other Party, each Party will confirm in writing that appropriate media sanitization or procedures have been performed to delete all the other Party's Confidential Information.

5.8 **Survival.** Upon the termination of this MSA, all sections of this MSA or the Order that by their nature should reasonably survive, will survive such termination.

6. DATA & SECURITY

6.1 **Ownership and Use of Customer Data**.

(a)   Customer owns its Customer Data, along with any output or derivative data generated from the HF Platform, and retains all related rights, title and interests.

(b)   During the Subscription Term, in accordance with Order Forms, Change Orders and Statements of Work, Customer hereby grants HumanFirst a non-exclusive, non-sublicensable, non-transferable, royalty-free and revocable right and license to access, use, and process Customer Data as required to perform the Services or comply with Applicable Laws.

6.2   **Data Protection Agreement.**

(a)   This Agreement, and the Services provided by HumanFirst (including its processing of Customer Data), are subject to a Data Processing Agreement ("**DPA**") executed between the Parties and incorporated by reference into this Agreement.

(b)   The DPA governs all aspects of HumanFirst's processing of Personal Information shared or transferred between the Parties, including but not limited to HumanFirst's use of Customer Data containing Personal Information to perform the Services.

(c)   To the extent there is any conflict or inconsistency between the terms of the DPA and this Agreement, the DPA will govern.

(d)   For clarity, the DPA will not apply to Anonymized Data or Aggregated Data.

6.3   **Data Protection – General Compliance.**

(a)   Each Party will comply with all Applicable Laws regarding the collection, use and disclosure of Personal Information.

(b)   Each Party agrees and understands that amendments to this MSA may be required to comply with legislative changes regarding Personal Information. The Parties agree to negotiate in good faith any amendment to this MSA or the DPA as required to comply with Applicable Laws regarding Personal Information.

(c)   HumanFirst will only collect, use and disclose Personal Information as required to provide the Services or as otherwise described in this MSA.

6.4   **Customer Responsibility Regarding Personal Information.** Customer is solely responsible for:

(a)   developing, implementing and maintaining a privacy policy compliant with Applicable Laws to ensure that it has obtained an informed consent from individuals and End Users, as applicable, to allow HumanFirst to perform the Services, including the processing of Personal Information;

(b)   responding to individuals' rights requests from individuals regarding their Personal Information, and

(c)   ensuring that the Services are lawful based on Applicable Laws regarding Personal Information in the jurisdiction where Customer is located.

6.5   **Data Anonymization and Aggregation.**

(a)   Customer acknowledges that HumanFirst may anonymize Customer Data, Usage Data, and Customer Training Data, and use such anonymized data (including in aggregate form), for HumanFirst's legitimate internal business purposes.

(b)   For any anonymized data derived from Personal Information, HumanFirst holds the responsibility of ensuring that (i) the anonymization is performed to industry standards, and (ii) the anonymized data cannot be re-identified to a natural person. For greater certainty, HumanFirst will not use Customer Data to train any artificial intelligence models.

6.6   **Data Security Measures.** Taking into account factors such as the sensitivity and amount of Customer Data, and as further described in the DPA, HumanFirst agrees to put in place reasonable security measures, consistent with good industry practices, to prevent unauthorized use, disclosure, and corruption of the HF Platform, Customer Data, and Personal Information related to Customer Data.

6.7   **Security Breaches.** Each Party will notify the other Party without undue delay upon becoming aware of a Security Breach involving Personal Information related to Customer Data or Customer's Confidential Information.

7.   <u>INTELLECTUAL PROPERTY</u>

7.1   **HumanFirst's Intellectual Property.**

(a)   HumanFirst will be the sole and exclusive owner of its Intellectual Property, including, without limitation, the HF Platform, and all related rights.

(b)   HumanFirst will be the sole and exclusive owner of all APIs or integrations with the HF Platform created by HumanFirst for the Customer in the performance of this Agreement. HumanFirst may use these integrations or APIs for other customers. The HF Platform and its APIs are licensed, not sold, to Customer.

(c)   The Customer may not create any derivative works from HumanFirst's Intellectual Property and Confidential Information; however, for the avoidance of doubt, the creation of Customer Models and APIs for the Customer will not be considered derivative works for the purpose of this section 7.1.

7.2   **Customer's Intellectual Property.** Customer will be the sole and exclusive owner of its Intellectual Property, including, without limitation, the Customer Materials and any Customer models.

7.3   **Feedback.** HumanFirst has the right to use or incorporate for its own business purposes any suggestions, enhancement requests, recommendations or other feedback provided by Customer or End Users related to the HF Platform.

7.4   **Use of Customer Trademarks.** Customer consents to HumanFirst using Customer Trademarks to identify Customer in list of partners and customers as part of marketing materials, promotional materials, proposals, or similar materials. Customer may revoke such consent by written notice to HumanFirst.

7.5   **Modifications to the HF Platform.** Although Customer is not authorized to perform any modification of any nature to the HF Platform without the prior written consent of HumanFirst even if HumanFirst agrees to any such modifications by Customer, Customer agrees and understands that such modifications will be the Intellectual Property of HumanFirst.

8.   <u>CONFIDENTIAL INFORMATION</u>

8.1   **Definitions and Scope.** "**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 will 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.

8.2   **Exclusions**. Confidential Information will 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 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 prior to disclosure to the Receiving Party by the Disclosing Party.

8.3   **Obligations**. The Receiving Party will 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 will 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 will 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.

8.4   **Permitted Disclosure**. The Receiving Party will only be authorized to disclose the Confidential Information of the Disclosing Party to its affiliates, service providers, suppliers, auditors and consultants on a need-to-know basis to perform the Services, for legal reasons, or as required for reasonable operational efficiency. The Receiving Party will ensure that all such recipients are under an appropriate confidentiality obligation or undertaking. The Receiving Party may also disclose Confidential Information if approved in writing.

8.5   **Legal Disclosure.** The Receiving Party will 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 will 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 will not disclose more Confidential Information than it is required to do under Applicable Laws, or the administration thereof.

8.6   **Termination.** Upon termination of this MSA, or upon the termination of an Order Form or Statement of Work, the Receiving Party will, at the Disclosing Party's request and choice, securely destroy the Confidential Information in accordance with industry standards. Upon request, the Receiving Party will 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 internal retention schedules, and for legal, auditing or financial reasons.

9. REPRESENTATIONS AND WARRANTIES

9.1 **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; (ii) is licensed to operate its business in the manner contemplated herein, and (ii) each person signing this Agreement on behalf of an entity is duly authorized to bind such entity.

9.2 **HumanFirst Representations and Warranties**

(a) **Services.** HumanFirst represents and warrants that (i) the Services will be performed in a professional and workmanlike manner, and (ii) the Services will perform materially in accordance with the Procurement Documentation.

(b) **Intellectual Property**. HumanFirst warrants that, to the best of HumanFirst's knowledge, the HF Platform (or its use) does not infringe on any Intellectual Property rights of any third party.

9.3 **Customer Representations and Warranties**

(a) **General.** Customer represents and warrants that (i) it has obtained all necessary third party permissions, licenses and consents to allow HumanFirst to deliver the Services in accordance with the Agreement; (ii) Customer's use of the Services is in compliance with Applicable Laws; and (iii) it has all rights, titles, and interests in the Customer Data and Customer Materials as required to allow HumanFirst to provide the Services contemplated under this Agreement.

(b) **Customer Training Data.** Customer represents and warrants that (i) it has obtained all necessary third party permissions, licenses, and consents to use Customer Training Data, import the Customer Training Data into the HF Platform, and allow HumanFirst's use of the Customer Training Data for research purposes in accordance with section 6.1, and (ii) that the Customer Training Data does not infringe on any third party Intellectual Property rights.

10. DISCLAIMERS

10.1 **General Disclaimer**. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS SET FORTH IN THIS AGREEMENT, HUMANFIRST DOES NOT WARRANT THAT THE HF PLATFORM OR THE APIS 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 HF PLATFORM. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE HF PLATFORM, APIS, AND ANY AND ALL CONTENT, SERVICES AND PRODUCTS INCLUDED IN THE FOREGOING OR OTHERWISE PROVIDED BY HUMANFIRST TO CUSTOMER ARE PROVIDED "AS IS"; "WHERE IS" AND "AS AVAILABLE". THE FOREGOING WILL INCLUDE ANY CONSULTING AND ADVICE PROVIDED TO CUSTOMER BY HUMANFIRST.

10.2 **Disclaimer – Warranties**. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS SET FORTH IN THIS AGREEMENT, HUMANFIRST MAKES NO OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT, OUTPUTS OR DATA WHICH ARE DERIVED FROM (OR RESULTS FROM) THE USE OF THE HF PLATFORM, AND EXPRESSLY

DISCLAIMS ANY AND ALL IMPLIED WARRANTIES. THE CUSTOMER HEREBY WAIVES ANY LEGAL WARRANTY EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

10.3 **Disclaimer – Third Party Content**. THE SUPPORTED THIRD-PARTY CONTENT (INCLUDING INTEGRATION PARTNER PRODUCTS) PROVIDED THROUGH THE SERVICES IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE". HUMANFIRST TAKES NO RESPONSIBILITY, AND DISCLAIMS ALL ASSOCIATED LIABILITY, FOR CUSTOMER'S ELECTION TO USE ANY INTEGRATION PARTNER PRODUCTS AS PART OF ITS USE OF THE HF PLATFORM.

10.4 **Disclaimer – Customer Data**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER ACKNOWLEDGES THAT HUMANFIRST IS NOT RESPONSIBLE FOR THE INTEGRITY OF THE CUSTOMER DATA PROCESSED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION, ITS COMPLETENESS, LAWFULNESS, ACCURACY, VALIDITY, AUTHORIZATION FOR PROCESSING AND INTEGRITY OVER TIME, AND WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF SUCH CUSTOMER DATA.

10.5 **Disclaimer – Account Credentials**. CUSTOMER IS RESPONSIBLE FOR ENSURING THAT END USERS KEEP THEIR ACCESS CREDENTIALS CONFIDENTIAL AND SECURE, INCLUDING BY FOLLOWING BEST PRACTICES REGARDING PASSWORDS. IF ACCOUNTS ARE COMPROMISED AS A RESULT OF END USERS' NEGLIGENCE, HUMANFIRST WILL NOT BE RESPONSIBLE FOR ANY DAMAGES RESULTING.

10.6 Notwithstanding anything to the contrary, Customer agrees and acknowledges that depending on the specification in the Order Form, the HF Platform may require a business grade Internet connection for synchronization, and HumanFirst will have no liability whatsoever for any breach of this Agreement resulting from a failure to synchronize or poor performance resulting from an Internet outage or an unsatisfactory Internet performance.

10.7 For the avoidance of doubt, HumanFirst has no liability whatsoever for: (a) modifications made to the HF Platform or its hosting environment by anyone other than HumanFirst or its agents; (b) modifications or additions (whether hardware or software) to Customer IT Equipment that affects the proper operation of the HF Platform; or (c) the introduction, whether voluntary or involuntary, of a computer virus or information security risk in Customer IT Equipment or introduced by anyone other than HumanFirst or its agents.

11. INDEMNIFICATION

11.1 **HumanFirst Indemnification.**

(a) HumanFirst will defend Customer from any third party claim alleging that Customer's use of the HF Platform as contemplated in this Agreement infringes such third party's Intellectual Property rights (an "**IP Claim**"), and will indemnify and hold harmless Customer from and against any damages and costs awarded against them, or agreed in settlement by HumanFirst, resulting from such IP Claim.

(b) HumanFirst will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) unauthorized use of the HF Platform by Customer or its Users; (ii) modification of the HF Platform by anyone other than HumanFirst or its representatives; (iii) or the combination, operation or use of the HF Platform with other data, hardware, or software not provided by HumanFirst.

(c) If Customer's use of the HF Platform results (or in HumanFirst's opinion is likely to result) in an IP Claim, HumanFirst may at its own option and expense: (i) procure

for Customer the right to continue using the HF Platform; (ii) replace or modify the infringing components of the HF Platform to make them non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable as determined by HumanFirst, then either Customer or HumanFirst may terminate Customer's Order and/or subscription to the HF Platform, and in that case HumanFirst will refund Customer, on a pro-rated basis, any Subscription Fees that the Customer has previously paid HumanFirst for the corresponding unused portion.

(d)   This section 11.1 states HumanFirst's entire liability, and Customer's exclusive remedy, with respect to an IP Claim.

11.2   **Customer Indemnification.** Customer will indemnify, hold harmless, and defend HumanFirst from and against any third party claim, demand, suit, loss, damage, liability, judgment, lien, penalty, fine, cost and expense (including attorney's fees), directly or indirectly arising out of, related to, in connection with or resulting from a material breach of Article **Error! Reference source not found.** (Unacceptable Uses of the HF Platform) by Customer or its End Users.

12.   LIMITATION OF LIABILITY

12.1   **Dollar Cap.** EXCEPT FOR ARTICLE 8 (CONFIDENTIAL INFORMATION), AND ARTICLE 11 (INDEMNIFICATION), HUMANFIRST'S CUMULATIVE LIABILTY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE CUMULATIVE SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

12.2   **Excluded Damages.** EXCEPT WITH REGARD TO BREACHES OF ARTICLE 8 (CONFIDENTIAL INFORMATION), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

12.3   Customer acknowledges and agrees that HumanFirst has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages in this Article 12, and that such terms form an essential basis of the bargain between the Parties.

13.   DISPUTE RESOLUTION PROCEDURE

13.1   In the event of a dispute between the Parties in relation to this Agreement, including any claims, damages, allegations of lawsuits, breaches of this Agreement or dissatisfaction with the Services (each a "**Dispute**"), the Parties agree to the following process:

(a)   either Party can initiate provide notice to the other Party to initiate a mediation with a qualified mediator (a "**Notice of Mediation**") The Notice of Mediation will contain a summary of the litigious points of the Dispute. The mediation process will be confidential and may be conducted virtually.

(b)   The mediator must have knowledge of commercial contracts and the technology industry. The Parties must collaborate in good faith to find a mutually agreeable mediator, otherwise, a competent court pursuant to Section 14.6 may decide on

behalf of the Parties. The Parties will split the costs relating to the mediation and cover their respective expenses (including legal expenses).

(c)   If the mediation process fails, the Parties may exercise their rights in accordance with this Agreement and Applicable Laws.

13.2   Notwithstanding anything to the contrary, the Parties will not be prevented from requesting injunctions and similar court orders if entitled to do so by this Agreement or Applicable Laws.

14.   GENERAL

14.1   Any amendment to this Agreement must be in writing and executed by both Parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any part of this Agreement is held to be invalid or unenforceable, that part will be severed, and the rest of the Agreement will remain in force.

14.2   The Parties are independent contractors, and this Agreement does not create any agency, partnership, or joint venture relationship between them, or allow either Party to bind the other.

14.3   Neither Party will be liable for any damages or losses resulting from the unavailability of the HF Platform due to factors beyond its reasonable control, including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures, or other delays.

14.4   Neither Party may assign any part of this Agreement without the other Party's written consent (which may not be unreasonably withheld), except as part of the sale of all or substantially all of its assets or similar change of corporate control. Any purported assignment in violation of this clause will be null and void.

14.5   This Agreement describes the entire understanding and agreement of the Parties and supersedes all prior oral and written agreements or understandings between them related to its subject matter.

14.6   Neither Party will not be liable to the other for failure (whether partial or total) or delay in fulfilling an obligation under this Agreement if said failure or delay is attributable to unforeseeable circumstances beyond the reasonable control of that Party.

14.7   This Agreement, including its interpretation and effect, is governed by the laws of the Province of Ontario, and the laws of Canada applicable therein, without regard to its conflict of law provisions. Both Parties hereby agree to submit to the exclusive jurisdiction of the courts of Toronto, Ontario in respect to any claim, proceeding or action relating to or otherwise arising out of this Agreement or the Order Form.