



**ORDERGRID INC.  
PLATFORM SERVICE TERMS OF SERVICE**

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Please read these Terms of Service (these "**Terms**") carefully. These Terms constitute a legally binding agreement between you ("**Client**", "**you**" or "**your**") and OrderGrid Inc., a company incorporated and registered in Canada (company number 11978390) which has its registered office at 780 Tapscott Road, Unit 5, Scarborough, Ontario, M1X 1A3 ("**OrderGrid**", "**we**", "**our**" or "**us**"). These Terms govern your access to and use of the Services (as defined herein).

**1. ACCEPTANCE.**

- 1.1 BY ACCESSING OR USING THE SERVICES YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THESE TERMS (INCLUDING THE LINKED DOCUMENTS REFERENCED HEREIN). IF YOU DO NOT ACCEPT THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICES.
- 1.2 IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS, IN WHICH CASE "CLIENT", "YOU" OR "YOUR" WILL REFER TO SUCH ORGANIZATION. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT ACCESS OR USE THE SERVICES.
- 1.3 These Terms are effective on the earlier of the date that (a) you first access or use the Services; or (b) you execute an Estimate/Order Form that references these Terms ("**Effective Date**").
- 1.4 Client acknowledges the OrderGrid Privacy Statement located at [ordergrid.com/privacy-policy](https://ordergrid.com/privacy-policy) (the "**Privacy Statement**"), as it may be amended from time to time.

**2. SERVICES AND SERVICE LEVELS.**

- 2.1 Description. Subject to these Terms, Client shall have the non-exclusive, worldwide, limited right to access and use (a) OrderGrid's proprietary web-based platform and associated technology (including any modifications, enhancements, APIs (as defined herein) or integrations, and any optionally procured modules) procured by Client from OrderGrid in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated components but excluding Third Party Services, Supplemental Support Services and Professional Services (the "**Platform Service**"), (b) all data, reports, text, images, sounds, video, and content, including any offline reports, pricing matrices, or other content, made available to you through the Platform Service (collectively, the "**Content**"), (c) supplemental, technical support services which may be subject to additional fees as outlined in the Estimate/Order Form (the "**Supplemental Support Services**") and (d) general consulting, implementation and/or training services to be provided to Client pursuant to the terms hereof and an Estimate/Order Form or as described in a separate statement of work entered into under these Terms and in which these Terms are referenced (each such statement of work, a "**SOW**" or "**Statement of Work**"), the ("**Professional Services**") ordered by Client (collectively, the "**Services**") during the applicable period set forth in Client's applicable Estimate/Order Form or SOW solely for the internal business operations of Client. These Terms shall also apply to updates and upgrades subsequently provided by OrderGrid to Client for the Platform Service.

If Client orders OrderGrid's Platform Service under an Estimate/Order Form, Client and Client's majority owned subsidiaries shall have the non-exclusive, worldwide, limited right to use the Services ordered by Client under that Estimate/Order Form only, during the applicable period set forth in that Estimate/Order Form or SOW, solely for the internal business operations of Client and

of Client's majority owned subsidiaries. Client's majority owned subsidiaries and Authorized Users authorized by Client's majority owned subsidiaries must comply with these Terms and the applicable Estimate/Order Form, Client is responsible for Client's majority owned subsidiaries and their Authorized Users' compliance with these Terms and the applicable Estimate/Order Form. Client's majority owned subsidiaries shall have no right to use the Services ordered by Client under other Estimates/Order Forms or SOW that do not include the OrderGrid Platform Service. Client acknowledges and agrees that: (i) the combined use of the Platform Service by Client and Client's majority owned subsidiaries must not exceed the quantities and usage limits of the Platform Service ordered and described in the applicable Estimate/Order Form; (ii) all content (including Personal Data and Client Data) of Client and Client's majority owned subsidiaries will reside in the same environment; (iii) Client and Client's majority owned subsidiaries may be able to access, view, use, create, modify, delete, and transfer each other's content (including Personal Information and Client Data) in that same environment; and (iv) OrderGrid will provide the Platform Service to Client's majority owned subsidiaries pursuant to the standard capabilities and management and under the same client support identifier assigned to Client. Notwithstanding the foregoing, Client further acknowledges and agrees that (i) should OrderGrid receive any instructions directly from Client's majority owned subsidiaries, such instructions will be considered made by Client, and (ii) OrderGrid has no obligation to ensure the compatibility or accuracy of such instructions with any other instructions received from Client, and OrderGrid is not responsible for the effect of any conflicting instructions.

The Services shall be ordered by Client pursuant to an OrderGrid estimate, renewal notification or order form in the name of and executed by Client and accepted by OrderGrid which specifies the Platform Service, and any Supplemental Support Services and/or Professional Services to be provided by OrderGrid subject to these Terms (an "Estimate/Order Form"). Each Estimate/Order Form shall include at a minimum a listing of the Platform Service and any Supplemental Support Services and/or Professional Services being ordered and the associated fees. Except as otherwise provided on the Estimate/Order Form, Statement of Work or these Terms, once placed, each Estimate/Order Form and Statement of Work is non-cancellable and all sums paid are nonrefundable. If Client exceeds the quantity of Services ordered, then Client promptly must purchase and pay fees for the excess quantity. Any one of Client's majority owned subsidiaries may also order Services under these Terms by entering into an Estimate/Order Form or SOW, signed by such subsidiary and OrderGrid, as applicable, and agreeing to be bound by the terms of this Agreement and such Estimate/Order Form or SOW. For the purposes of such Estimate/Order Form or SOW, "Client" as used in such Estimate/Order Form or SOW and this Agreement, shall be deemed to refer to the majority owned subsidiary executing such Estimate/Order Form or SOW.

## 2.2 Access to Services.

- (a) OrderGrid will make the Platform Service available to Client pursuant to these Terms during the Term (as defined herein), solely for the internal business purposes of Client (the "**Permitted Purpose**").
- (b) Subject to any usage limits (including those contractual service limits and quantities as may be agreed to by the parties), Client may permit its employees, contractors, clients or agents ("**Authorized Users**") to access the Platform Service for the Permitted Purpose in accordance with these Terms.
- (c) All users (including Authorized Users) of the Services must sign up for an OrderGrid account (an "**Account**"). Users will submit to OrderGrid certain information, as OrderGrid may reasonably request. Client is responsible for the creation, use and termination of, and for maintaining the confidentiality of all Authorized User log-in Account credentials and passwords (collectively, "**IDs**") and will immediately notify OrderGrid of any unauthorized use of IDs or any other breach of security relating to the Platform Service known to Client. OrderGrid will not be liable for any activities undertaken by anyone using an Authorized User's ID. OrderGrid reserves the right, in its sole discretion, to change or disable any of

the IDs used in connection with the Services where OrderGrid suspects there has been an attempted or actual security breach or to ensure the security of the Platform Service.

- 2.2 Restrictions. Client shall not, and shall not permit any third party to, directly or indirectly: (a) access or use the Services, except for the Permitted Purpose; (b) allow any third party to access the Services, except as expressly permitted herein; (c) modify, adapt, alter or translate the Platform Service; (d) sublicense, lease, sell, resell, rent, share, loan, distribute, transfer or otherwise commercially exploit the Platform Service or any intellectual property rights therein or otherwise make the Platform Service available to others or allow the use of the Platform Service on behalf of or for the benefit of any third party without the explicit written consent of OrderGrid; (e) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Platform Service; (f) create derivative works based on the Services or access or use the Services to develop or create a similar or competitive service or product; (g) attempt to circumvent any security device or feature of the Platform Service (including contractual service limits and quantities as may be agreed to by the parties); (h) perform any vulnerability, penetration or similar testing of the Platform Service, except as expressly permitted; (i) upload to the Platform Service or otherwise use the Platform Service with any documents, information or data that contains any virus, worm, trap door, time bomb, Trojan horse or other harmful or malicious code, file, script, agent or program designed to permit unauthorized access to, or to erase or otherwise harm a party's software, hardware, systems or data ("**Malicious Code**"); (j) use or access the Platform Service (A) in violation of any applicable law or intellectual property right, or (B) in a manner that threatens the security or functionality of the Platform Service; (k) upload to the Platform Service or otherwise use the Platform Service in connection with any documents, information or data that the Client does not have the lawful right to create, collect, transmit, store, use or process; or (l) upload to the Platform Service or otherwise use the Platform Service in connection with any documents, information or data that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity).
- 2.3 Client Responsibilities. Client shall: (a) ensure that any and all access and use of the Services is in compliance with these Terms and laws, regulations and governmental or other regulatory bodies' rules and policies applicable to Client (including applicable sanctions, privacy, data protection and anti-spam laws); (b) be responsible for use of the Services by Authorized Users; and (c) provide the information and assistance (if any) reasonably requested by OrderGrid to enable it to provide the Services to Client.
- 2.4 AI/ML Technology and Services.
- (a) Nature of AI/ML Services. Client acknowledges that certain features of the Platform Service utilize artificial intelligence and machine learning technologies ("**AI/ML Technologies**"). These technologies may include, but are not limited to, predictive analytics, pattern recognition, natural language processing, and automated decision-making systems.
- (b) Training and Operation. The AI/ML Technologies may be trained on various data sources, including anonymized Client Data, public datasets, and other proprietary data. Client acknowledges that the performance and accuracy of AI/ML Technologies can vary based on the quality, quantity, and nature of input data. AI/ML Technologies may produce different results for similar inputs due to their probabilistic nature. Results may reflect biases present in training data despite OrderGrid's efforts to minimize such biases.
- (c) Limitations and Risks. Client understands and accepts that AI/ML Technologies may produce incomplete, inaccurate, or biased results. Output quality depends significantly on input data quality. AI/ML models may not perform well on edge cases or scenarios not well-represented in training data. Model performance may degrade over time as real-world conditions change.

(d) Human Oversight. Client agrees to maintain appropriate human oversight of AI/ML-generated outputs, independently verify critical decisions before implementation, and not rely solely on AI/ML outputs for decisions that could significantly impact individuals or business operations.

2.5 General Disclaimer. You acknowledge that OrderGrid is not responsible for the business decisions you make or implement based on the Services, any outputs, forecasts, recommendations, or analyses generated through the Platform Service, whether produced by AI/ML Technologies or otherwise. The Services provided and the Content contained in or provided through the Platform Service is for informational purposes only and should not be construed as business, legal, accounting, professional or tax advice.

2.6 Service Levels. OrderGrid will use commercially reasonable endeavours to make the Platform Service available with a Monthly Uptime Percentage (defined below) of at least 99.0% (the "**Solution Commitment**").

2.7 Definitions.

(a) "**Available**" means that the Platform Service is available for use by Authorized Users in accordance with these Terms.

(b) "**Monthly Uptime Percentage**" means the percentage of time during a calendar month that the Platform Service is Available, as calculated using the following formula:

$$\text{MUP} = ((\text{TCM} - \text{UM} - \text{EM}) / (\text{TCM} - \text{EM})) * 100,$$

where (a) MUP is the Monthly Uptime Percentage, (b) TCM is the total number of minutes in the calendar month, (c) UM is the total number of minutes in the calendar month during which the Platform Service is Unavailable other than as a result of a Solution SLA Exclusion event, and (d) EM is the total number of minutes in the calendar month during which the Platform Service is Unavailable as a result of a Solution SLA Exclusion event.

(c) "**Scheduled Maintenance**" means scheduled Unavailability of the Platform Service for maintenance, repairs, upgrades or other services to the Platform Service, which shall be as notified to Client by OrderGrid with no less than two Business Days' notice prior to the Platform Service becoming Unavailable.

(d) "**Unavailable**" means that the Platform Service is unavailable for use by Authorized Users in accordance with these Terms.

2.8 Solution Service Level Exclusions. The Solution Commitment does not apply to any Unavailability during a period of Scheduled Maintenance or emergency maintenance, or any Unavailability or any other performance issues for the Platform Service that result from: (a) factors outside of OrderGrid's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Services, or denial of service attack, which in each case could not have been avoided by OrderGrid taking reasonable mitigating action; (b) any actions or inactions of Client, Authorized Users, Client personnel, or any third party; (c) scheduled downtime agreed by the parties (acting reasonably) (collectively, the "**Solution SLA Exclusions**").

2.9 Support Services. OrderGrid may, in its discretion, provide reasonable technical support to Client in connection with the receipt or use of the Services by Client's Authorized Users ("**Support Services**"). Unless otherwise agreed in writing, OrderGrid will not, and will not be required to, deal directly with Client's, or Client's clients', end-user customers. Support Services are provided on an "as-is" basis and are limited to:

(a) Standard platform functionality issues;

(b) Account access and configuration;

- (c) Basic guidance on documented features;
- (d) Basic troubleshooting of service errors.

- 2.10 AI/ML Support Limitations. Support Services specifically exclude interpretation or explanation of specific AI/ML Model outputs; debugging of Client's AI/ML Model integrations or implementations; customization of AI/ML Models or their parameters; training or fine-tuning of models for Client's specific use cases; investigation of model accuracy or performance for specific scenarios; development of custom prompts or workflows; and optimization of Client's use of AI/ML features.
- 2.11 Model Updates and Changes. OrderGrid may, at its sole discretion update, modify, or retrain AI/ML Models at any time; deprecate or replace model versions with newer versions; adjust model parameters or configurations; and modify how models process inputs or generate outputs. Client acknowledges that such changes may affect the behavior or performance of the AI/ML Models and that OrderGrid has no obligation to maintain specific performance levels or backwards compatibility.
- 2.12 Designated Contacts. Client will identify between one and four designated contacts to perform the obligations described in this paragraph ((the "Designated Contacts"). Client will notify OrderGrid if Designated Contact responsibilities are transferred to another individual. Client's Designated Contacts will be responsible for overseeing Client's support case activity, developing and deploying troubleshooting processes within Client's organization, and resolving password reset, username and lockout issues for Authorized Users and end-customers. Client will ensure that Designated Contacts (a) have completed, at a minimum, the administration training offered by OrderGrid (free of charge), (b) are reasonably knowledgeable about the Services in order to help analyze and resolve Incidents, and (c) have a basic understanding of any problem that is the subject of an Incident, and the ability to reproduce the problem in order to assist OrderGrid in diagnosing and triaging it.
- 2.13 Hours of Support. OrderGrid will provide Support Services from 06:00 to 20:00 Eastern Time (ET), Monday through Friday, excluding public holidays observed in Ontario, Canada.
- 2.14 Cooperation. OrderGrid must be able to reproduce Incidents in order to resolve them. Client agrees to cooperate and work closely with OrderGrid to reproduce Incidents, including conducting diagnostic or troubleshooting activities as requested and appropriate. Subject to Client's approval on a case-by-case basis, Client may be asked to provide remote access to its IT systems for troubleshooting purposes. If an Incident is not reproduceable, OrderGrid will not be obligated to resolve it.

### 3. PLATFORM.

- 3.1 API. OrderGrid provides access to its APIs as part of its Services pursuant to the applicable Estimate/Order Form during the Term only for the purpose of interacting with the Platform Service as allowed by the API. Access to the API is subject to the applicable Estimate/Order Form and the OrderGrid API Terms of Service found at [ordergrid.com/api-terms-of-service](https://ordergrid.com/api-terms-of-service), as updated by OrderGrid from time to time and incorporated herein by reference ("**OrderGrid API Terms of Service**"). "**API**" or "**OrderGrid API**" has the meaning in the OrderGrid API Terms of Service.
- 3.2 Third Party Services. OrderGrid or third parties may make available to Client for purchase access to or use of third party software services, applications or functionality that link to, interoperate with, are used in conjunction with, or are incorporated into and resold through the Services ("**Third Party Services**"). Client acknowledges and agrees that OrderGrid does not own or control such Third Party Services. The Third Party Services are made available as a convenience only and are not part of the "Platform Service" or subject to any of the warranties or conditions

(whether express or implied), service commitments or other obligations with respect to the Platform Service hereunder. Moreover, the Third Party Services providers are not partners, agents or representatives of OrderGrid and it is up to Client to decide whether to use or enable these Third Party Services and Client must rely on its own skill and judgement in electing to do business with such third parties. OrderGrid has no obligation to monitor or maintain Third Party Services and may disable or restrict access to any Third Party Services at any time without notice. Access to and use of any Third Party Services, including the availability thereof and uptimes related thereto, is at Client's own risk and is solely determined by the relevant Third Party Services provider and is subject to such additional terms and conditions applicable to such Third Party Services. By using or enabling any Third Party Offering, Client is expressly permitting OrderGrid to disclose Client Data or other information to the extent necessary for the Services to interoperate with, or for Client to utilize, the Third Party Offering. Where applicable, Client is solely responsible for maintaining appropriate accounts in good standing with the Third Party Services providers. OrderGrid will have no liability or other obligation to Client for such Third Party Services or Client Data exported to a Third Party Service, including any unavailability of any Third Party Services, or any Third Party Service provider's decision to discontinue, suspend or terminate any Third Party Services.

Client acknowledges that certain AI/ML Technologies incorporated into the Services may include or be based on third-party AI models, algorithms, or frameworks ("**Third-Party AI Components**"). These Third-Party AI Components are subject to the same disclaimers and limitations as Third Party Services. OrderGrid makes no representations or warranties regarding the accuracy, reliability, security, or performance of any Third-Party AI Components. OrderGrid is not responsible for any outputs, recommendations, or decisions generated by or based on Third-Party AI Components, and Client agrees to independently verify any such outputs before implementation or use in business operations. For clarity, all limitations in Section 7.2 (AI/ML Specific Disclaimers) apply equally to Third-Party AI Components.

#### **4. OWNERSHIP.**

- 4.1 Rights in the Services. Subject to the limited rights expressly granted herein and excluding any Client Data, OrderGrid retains all right, title, and interest (including all copyrights, patents, trade secrets, and other intellectual property rights, whether registered or unregistered) in and to: the Services, API, and any concepts, methodologies, project briefs, code, designs, or other materials developed or created by OrderGrid; all mathematical and statistical models and related technical components, including algorithms, neural networks, model architectures, parameters, weights, hyperparameters, training methodologies, optimization techniques, learning procedures, pre-trained and base models, feature extraction methods, data preprocessing techniques, inference procedures, evaluation metrics, performance measurements, testing frameworks, and any associated documentation, specifications, and technical materials ("**AI/ML Models**"); any modifications, improvements, developments, enhancements, or derivative works, even if based on Client Data, suggestions, ideas, or feedback from Client; any optimizations, refinements, adaptations, customizations, or configurations of AI/ML Models or the Services, including those made specifically for Client's use case; and any optimizations, refinements, or adaptations of AI/ML Models resulting from processing Client Data. No express or implied license or right of any kind is granted to Client regarding the Services or any portion thereof, including access to source code, data, or other technical materials, the underlying AI/ML Models, algorithms, or training methodologies, or any improvements or refinements to OrderGrid's AI/ML Models, even if derived from processing Client Data. Client acknowledges that it is granted only a limited right to access and use the Services as set forth in these Terms, and no ownership or other proprietary rights are transferred to Client.
- 4.2 Rights in the Client Data. As between the parties, Client retains all right, title, and interest in the content, information, materials, and data collected, submitted, uploaded, or shared by or on behalf of Client or Authorized Users through the Platform Service ("**Client Data**"), as well as the

specific outputs, predictions, and recommendations generated by the Services using Client Data. All customizations, configurations, adaptations, or modifications of the Services or AI/ML Models, whether made specifically for Client's use case or otherwise, remain the sole and exclusive property of OrderGrid. Client is solely responsible for the accuracy, quality, reliability, legality, and appropriateness of all Client Data, for obtaining any necessary licenses, rights, clearances, consents, or authorizations to use Client Data with the Services (including for any interactions with Third Party Services), and for ensuring Client Data used for AI/ML Model training or inference complies with applicable laws and does not contain harmful biases or discriminatory content. If OrderGrid determines that any Client Data breaches these Terms or poses a risk of civil or criminal liability, OrderGrid may, at its sole discretion, remove such Client Data or request that Client modify or delete it. Client agrees to comply promptly with such requests.

- 4.3 Limited License to Client Data. Client grants OrderGrid a non-exclusive, worldwide, royalty-free license to (a) use, copy, host, store, transmit, modify, and display Client Data as necessary to provide, operate, support, and improve the Services, including to train, develop, and refine AI/ML Models that may be used in connection with the Services provided to Client or other clients of OrderGrid. Any Client Data that constitutes Personal Information will be de-identified prior to use for research, development, model training, or improvement purposes; and (b) use Client's trademarks, service marks, and logos (collectively, "Client Marks") solely as necessary to provide the Services in accordance with Client's branding guidelines and subject to the terms outlined in Section 12.1 (Publicity).
- 4.4 Usage Data/Statistical Data. OrderGrid may collect and analyze data related to the use of the Services, including the API, to deliver, test, support, and improve the Services ("Usage Data"). OrderGrid retains all rights, title, and interest in Usage Data and in any algorithms, aggregated analyses, AI/ML Models, or statistical results derived from it. OrderGrid may use Usage Data for any purpose, including providing and improving the Services, training, developing, and refining AI/ML Models, developing new features and capabilities, generating statistical insights and performance analytics, creating benchmarks and industry comparisons, and sharing with third parties or compiling it with other data sources, provided that all such data is anonymized and aggregated so that neither Client nor any individual can be identified as its source. Client acknowledges that Usage Data may influence AI/ML Models that benefit other clients or OrderGrid's services generally.

## 5. CONFIDENTIALITY, PRIVACY AND SECURITY.

- 5.1 **Confidentiality.** During the Term, each party (the "**Disclosing Party**") may provide the other party (the "**Receiving Party**") non-public technical, business, marketing, proprietary, trade secret, Personal Information or other information in any form relating to the Disclosing Party's business designated or reasonably understood to be confidential ("**Confidential Information**"). The Receiving Party agrees that it take reasonable precautions to protect the Confidential Information and will not use, or disclose it to any third party, except as expressly permitted in these Terms. Access to Confidential Information will be limited to those of the Receiving Party's employees and contractors who need such access for purposes consistent with the Terms and who owe the Receiving Party an obligation of confidentiality with terms consistent with these Terms. Confidential Information excludes information that the Receiving Party can establish: (a) was known to it prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party. The foregoing exclusions do not apply to Personal Information. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that such disclosure is necessary to enforce its rights under these Terms or is required by law or pursuant to a court or regulatory order, provided that (if permitted by law) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks a protective order.
- 5.2 **OrderGrid Security Obligations.** OrderGrid will adhere to, in all material respects, its security processes and policies, and all privacy and data protection laws applicable to OrderGrid in its provisioning of the Services – noting that such compliance may depend on Client's compliance with Client's obligations hereunder, including pursuant to Section 2.4, 4.2, 5.3 and 5.5. Unless expressly agreed to herein, OrderGrid will not be responsible for compliance with any specific requirements with respect to Client's industry.
- 5.3 **Client Privacy Obligations.** Client is responsible for compliance with all privacy and data protection laws applicable to Client and/or its use of the Services. Client shall obtain the prior consent of each Authorized User and end-customer ("**End-Customers**") to the collection, use and disclosure of their data in compliance with all applicable laws in all applicable jurisdictions of Client, Authorized Users and End-Customers. Subject to Section 5.2, OrderGrid disclaims any responsibility for the collection, use and/or disclosure of Authorized User and third-party data by Client and its respective directors, officers, employees, contractors, agents and those for whom in law they may be responsible. Client represents, warrants and covenants that it has and will continue to maintain all necessary authority and consent under applicable privacy laws to transfer Personal Information to OrderGrid and for the purposes of OrderGrid and its subcontractors performing the Services and exercising its rights hereunder.
- 5.4 **Privacy Breach.** If OrderGrid determines that there has been any incident of theft, loss or unauthorized use or disclosure of Personal Information forming part of the Client Data, OrderGrid shall promptly notify Client and provide reasonable cooperation with Client in containing, investigating and remediating that incident.
- 5.5 **Prohibited Data.** Client will not upload to the Services or otherwise submit or make accessible to OrderGrid any financial account identifiers (e.g., credit card numbers or bank account numbers), government issued identifiers (e.g., social insurance numbers, health card numbers) or other types of sensitive data that is subject to specific or elevated data protection requirements ("**Prohibited Data**"), unless OrderGrid has expressly agreed that it can comply with such requirements.
- 5.6 **Express Consent.** Client consents to OrderGrid's processing of Client business contact information for business purposes including the provisioning of Authorized User Accounts, sending Service, sales and marketing communications and securing the Platform Service.

## 6. FEES AND PAYMENT

- 6.1 In consideration for the provision of the Services, Client will pay to OrderGrid the fees for the Services set out in the Estimate/Order Form and any third-party fees (taxes, credit card processing fees or other charges incurred during your use of the Services) (the "**Fees**"). Pricing for subsequent renewal Estimate/Order Forms shall be set at then current OrderGrid pricing, unless otherwise agreed to by the parties. The fees and the term of use for additional capacity of the applicable Platform Service metric and other items procured during an existing subscription term will co-terminate with and be prorated through the end date of the subscription term for the applicable Platform Service.
- 6.2 OrderGrid (or a third-party payment processor) will charge Client for all Fees due with respect to the Platform Service and Supplemental Support Services by credit card in accordance with the then-current Estimate/Order Form. Client will receive a statement of charges, in accordance with the billing and payment terms set out in the then current Estimate/Order Form, which will serve as a receipt for Services provided and Fees charged.
- 6.3 Client's payments may be processed on behalf of OrderGrid by a third-party payment processor using their secure site. For greater certainty, where a third-party payment processor is used, (i) Client's payment information will be sent to the third-party payment processor; and (ii) Personal Information that Client submits during the payment process is subject to the Privacy Statement. OrderGrid reserves the right at any time to reject, cancel or terminate any transaction, even if any payment in respect of any such transaction is accepted by OrderGrid's third-party payment processor.
- 6.4 For Professional Services, each undisputed invoice is due and payable on receipt to the bank account identified on the invoice.
- 6.5 All Fees are non-cancellable and non-refundable, except as expressly specified in these Terms. Unless otherwise expressly agreed by the parties in writing, any Fees paid will not offset any other Fees due. Non-payment or late payment of Fees which are not the subject of a written good faith dispute is a material breach of these Terms and, OrderGrid shall be entitled to withhold performance and discontinue the Services until all amounts due are paid in full. If any undisputed amount is overdue by more than fourteen (14) calendar days, those amounts may accrue interest at the rate of 1.5% per month (18% per annum) of the outstanding balance or the maximum permitted by applicable law, whichever is less, plus all expenses of collection.
- 6.6 All dollar amounts stated in these Terms and the Platform Service will be in United States dollars unless otherwise specified in the Estimate/Order Form.
- 6.7 **Taxes.** The Fees are exclusive of, and Client is responsible for payment of, all taxes, levies, duties, tariffs, assessments, export and import fees, or other similar local, state, provincial, federal or foreign jurisdiction governmental assessments, including sales and use taxes, value-added taxes, goods and services taxes imposed by any jurisdiction arising from the payment of the Fees or OrderGrid's provision of the Services, except taxes based on OrderGrid's income, property or employees (collectively, the "**Taxes**"). If OrderGrid has the legal obligation to pay or collect Taxes for which Client is responsible under this Section 6.7, OrderGrid will invoice Client and Client will pay that amount unless, prior to Client's purchase, Client provides OrderGrid with a valid tax exemption certificate authorized by the appropriate taxing authority. Client will make all payments of Fees to OrderGrid without reduction for any withholding taxes, except as required by law, and any such taxes imposed on payments of Fees to OrderGrid will be Client's sole responsibility and Client shall increase the amount payable as necessary so that after making all required deductions and withholdings, OrderGrid receives an amount equal to the amount it would have received had no such deductions or withholding been made. Further, Client will provide OrderGrid with official receipts issued by the appropriate taxing authority, or such other evidence as OrderGrid may reasonably request, to establish that such taxes have been paid.

## **7. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.**

- 7.1 By Client. Client represents, warrants and covenants with OrderGrid that: (a) it has the power and authority to enter into these Terms; (b) the Client Data shall not contain any Malicious Code; (c) the Client Data shall not infringe any copyright, trademark or patent right or misappropriate any trade secret; (d) it will comply with applicable law in using the Services (including the collection, use and disclosure of Client Data in accordance with applicable laws); and (e) Client Data will only contain Personal Information in respect of which Client has provided all notices and disclosures (including to each Authorized User and End-Customers), obtained all applicable consents, and permissions and otherwise has all authority, in each case as required by and in compliance with applicable laws, including applicable privacy laws, to enable OrderGrid to provide the Services, including without limitation with respect to the collection, storage, access, use, disclosure, processing, transmission and transfer of Personal Information, including by or to OrderGrid and to or from all applicable third parties; and (f) Client Data provided for AI/ML Model training or operation will not knowingly contain harmful biases, discriminatory content, or other content that could impair the proper functioning of the AI/ML Models.
- 7.2 AI/ML Specific Disclaimers. Client acknowledges and agrees that AI/ML Models and their outputs are provided on an "as is" and "as available" basis. The performance and accuracy of AI/ML Models may vary based on the quality, quantity, and nature of input data. AI/ML Models may produce different results for similar inputs due to their probabilistic nature. OrderGrid makes no representations or warranties regarding specific accuracy rates, performance levels, or fitness for particular use cases of any AI/ML Models. AI/ML Models may be updated, modified, or retrained at any time, which may affect their outputs. Results may reflect biases present in training data despite OrderGrid's reasonable efforts to minimize such biases.
- 7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICES (INCLUDING THE PLATFORM SERVICE, API, CONTENT AND THIRD PARTY SERVICES) ARE PROVIDED "AS IS," AND ORDERGRID MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE OR THE RESULTS CLIENT MAY OBTAIN BY USING THE SERVICES. ORDERGRID DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF CLIENT'S REQUIREMENTS, OR THAT THE SERVICES SATISFY THE CLIENT'S REGULATORY REQUIREMENTS. ORDERGRID DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT WILL CORRECT ALL DEFECTS OR PREVENT UNAUTHORIZED ACCESS. ORDERGRID DOES NOT WARRANT THAT THE AI/ML MODELS WILL GENERATE ACCURATE, RELIABLE, OR ERROR-FREE OUTPUTS; ORDERGRID DOES NOT WARRANT THAT THE AI/ML MODELS WILL MAINTAIN ANY PARTICULAR LEVEL OF ACCURACY OVER TIME; ORDERGRID DOES NOT WARRANT THE AI/ML MODELS WILL BE SUITABLE FOR ANY SPECIFIC USE CASE OR PURPOSE; ORDERGRID DOES NOT WARRANT THAT THE PLATFORM SERVICE WILL BE COMPATIBLE WITH CLIENT'S COMPUTER SYSTEMS OR ANY INTERNET TECHNOLOGY. ORDERGRID DISCLAIMS ALL FAILURES, DELAYS AND OTHER PROBLEMS INHERENT WITH THE INTERNET AND IS NOT RESPONSIBLE FOR ANY CLIENT DATA DELAYED, LOST, ALTERED, INTERCEPTED OR STORED DURING THE TRANSMISSION ACROSS NETWORKS NOT OWNED OR CONTROLLED BY ORDERGRID. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CLIENT.

## **8. INDEMNIFICATION.**

- 8.1 By OrderGrid. OrderGrid shall indemnify and defend Client against any third party claims brought against Client alleging that the use of the Services as permitted hereunder infringes any copyright, trademark or patent right of such third party, and OrderGrid shall pay any losses, damages, costs, liabilities and expenses (including reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim ("Costs"). If any

portion of the Services becomes, or in OrderGrid's opinion is likely to become, the subject of a claim of infringement, OrderGrid may, at OrderGrid's option: (a) procure for Client the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate these Terms, and refund any Fees pre-paid by Client to OrderGrid for Services from the effective date of termination to the end of the Term, and upon such termination, Client will immediately cease all use of the Services. Notwithstanding the foregoing, OrderGrid shall have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon any (i) use of the Services not in accordance with these Terms; (ii) use of the Services in combination with other products, equipment, software or data not supplied by OrderGrid; (iii) modification of the Services by any person other than OrderGrid or its authorized agents; (iv) use of AI/ML Models or their outputs in critical or high-risk applications without OrderGrid's express written approval; (v) Client's failure to implement required human oversight or verification procedures for AI/ML outputs; or (vi) integration of AI/ML outputs with third-party systems or data not approved by OrderGrid. This Section 8.1 states the sole and exclusive remedy of Client and the entire liability of OrderGrid, and any of the officers, directors, employees, shareholders, contractors or representatives of OrderGrid, for claims and actions described in this Section 8.1.

- 8.2 **By Client.** Client shall indemnify and defend OrderGrid against any claims (including third party claims) brought against OrderGrid arising from or in relation to (a) your breach of these Terms; (b) any of your Client Data (including allegations that your Client Data infringes the intellectual property, privacy or other rights of a third party, or contains harmful biases or discriminatory content that compromises the AI/ML Models); (c) your negligence, fault, omissions or willful misconduct, your fraud or the misrepresentation in connection with the Services; (d) your access, contribution to, use or misuse of the Services (including allegations that you violated applicable law or infringed the intellectual property, privacy or other rights of a third party); (e) decisions made or actions taken based on AI/ML outputs without reasonable verification; (f) use of AI/ML outputs in high-risk scenarios without implementing appropriate safeguards as specified in the documentation; (g) failure to maintain appropriate human oversight of AI/ML outputs as required by these Terms, and Client shall pay the Costs. This indemnity shall include all claims in tort (including negligence), contract, by statute or otherwise, including claims for personal injury (including death) and actual or tangible property damage.
- 8.3 **Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party promptly notifying the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party having sole control of the defense or settlement of any claim or suit (provided the indemnifying party may not settle any claim without the indemnified party's consent unless it unconditionally releases the indemnified party of all liability); and (c) the indemnified party (at the indemnifying party's expense) reasonably cooperating with the indemnifying party to facilitate the settlement or defense of any claim or suit.
- 8.4 **General.** Indemnification by either party under these Terms may be reduced to the extent of loss actually proven as directly attributable to the breach of these Terms, negligence or willful misconduct of the other party.

## 9. **LIMITATION OF LIABILITY.**

- 9.1 IN NO EVENT WILL ORDERGRID BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING LOST PROFITS, LOST DATA, BUSINESS DISRUPTION, OR DECISIONS MADE BASED ON AI/ML GENERATED OUTPUTS OR RECOMMENDATIONS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR ITS PERFORMANCE HEREUNDER, WHETHER THE ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE

THEORY OF LIABILITY, EVEN IF ORDERGRID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR AVOIDANCE OF DOUBT, ORDERGRID IS NOT LIABLE FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE MAXIMUM AGGREGATE LIABILITY CAP SET FORTH BELOW.

- 9.2 IN ANY EVENT, ORDERGRID'S MAXIMUM AGGREGATE LIABILITY TO CLIENT AS A RESULT OF ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE TERMS, WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER CLIENT'S ESTIMATE/ORDER FORM OR SOW FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, LESS ANY AMOUNTS PAID IN RESPECT OF PREVIOUS CAUSES OF ACTION AGAINST THE LIABLE PARTY DURING SUCH TWELVE (12) MONTH PERIOD.
- 9.3 CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT AI/ML TECHNOLOGIES ARE INHERENTLY PROBABILISTIC IN NATURE AND MAY PRODUCE UNEXPECTED, INACCURATE, INCOMPLETE OR BIASED RESULTS. ORDERGRID MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR APPROPRIATENESS OF AI/ML OUTPUTS FOR CLIENT'S PARTICULAR USE CASES OR BUSINESS NEEDS. CLIENT ASSUMES FULL RESPONSIBILITY FOR REVIEWING, VALIDATING, AND VERIFYING ANY AI/ML OUTPUTS BEFORE IMPLEMENTING OR ACTING UPON THEM. ORDERGRID SHALL NOT BE LIABLE FOR ANY DECISIONS, ACTIONS, OR OMISSIONS MADE BY CLIENT BASED ON AI/ML OUTPUTS OR RECOMMENDATIONS. CLIENT ASSUMES ALL RISKS ASSOCIATED WITH IMPLEMENTING AI/ML OUTPUTS OR RECOMMENDATIONS IN CLIENT'S BUSINESS OPERATIONS OR DECISION-MAKING PROCESSES.
- 9.4 NOTHING IN THIS SECTION 9 WILL OPERATE TO EXCLUDE OR RESTRICT ORDERGRID'S LIABILITY (IF ANY) TO CLIENT FOR ANY MATTER FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE OR LIMIT ITS LIABILITY, INCLUDING DEATH OR PERSONAL INJURY RESULTING FROM ORDERGRID'S NEGLIGENCE.
- 9.5 CLIENT ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ORDERGRID AND CLIENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE ECONOMIC TERMS OF THESE TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

## 10. TERM AND TERMINATION.

- 10.1 Term and Termination. These Terms are valid for the Estimate/Order Forms (including SOWs) which these Terms accompany (the "**Term**"). The initial subscription term of the Platform Service and/or Supplemental Support Services procured by Client shall continue for the term applicable to such Services specified in the applicable Estimate/Order Form. If Client has not entered into an Estimate/Order Form with OrderGrid regarding renewal of Client's Platform Service and/or Supplemental Support Services prior to the expiration of the initial term or then-current renewal term of such Services, then the subscription term for such Services shall be automatically renewed for a term of one (1) year unless either party provides written notice of non-renewal to the other at least ninety (90) days before expiration of the applicable initial term or then-current renewal term ("**Renewal Term**").
- 10.2 Termination For Cause. Either party may terminate these Terms with immediate effect by giving written notice to the other party if the other party:
- (a) is in material breach of any of its obligations under these Terms and if such breach is capable of remedy, has not been remedied to the satisfaction of the non-breaching party within 30 days of the breach; or

- (b) becomes the subject of a petition in bankruptcy, insolvency proceeding, receivership, liquidation or composition for the benefit of creditors.
- 10.3 **Termination For Failure To Pay.** OrderGrid may terminate these Terms with immediate effect by giving written notice to Client if Client fails to pay any undisputed amount due under these Terms within 60 days of the due date and such amount remains unpaid 30 days after OrderGrid has notified Client that such amount remains unpaid.
- 10.4 **Client Data Portability and Deletion.** All Client Data (if any) hosted and stored on the Platform Service will be available to Client for export or download during the Term and for a period of 30 days after the effective date of termination of these Terms upon request. After such 30 day period, OrderGrid will have no obligation to maintain or provide the Client Data and will delete or destroy it in accordance with its standard practices, unless legally prohibited from doing so, and upon request, an officer of OrderGrid will certify the same in writing.
- 10.5 **Effects of Termination.** Immediately upon termination of these Terms, (a) all applicable rights granted to either party shall terminate; (b) Client will cease to access and use the Services; (c) all Orders will terminate; and (d) (subject to Section 10.4) each party will return or destroy Confidential Information of the other party and, upon request, an officer of such party will certify the same in writing. Termination shall not relieve Client's obligation to pay all undisputed charges accrued and payable before the effective date of termination.
- 10.6 **Suspension Rights.** In addition to its other rights under these Terms, OrderGrid may, in its sole discretion, immediately suspend (temporarily or permanently) Client's access to and use of the Services (or any part thereof), until the situation giving rise to the suspension has been remedied to OrderGrid's satisfaction, where: (a) Client's use of the Services poses a reasonable risk of harm or liability to OrderGrid or any third party and Client is not taking appropriate action; (b) there has been a breach of these Terms; (c) Client is using the Services in violation of applicable law and/or fails to cooperate with OrderGrid's investigation into any such alleged violation; (d) there has been an event of non-payment by Client as contemplated in Section 10.3; or (e) a suspension is required by applicable law or governmental authority. OrderGrid may also suspend Client's access to and use of the Services (or any part thereof): (a) for scheduled maintenance; (b) due to a force majeure event; (c) to address any emergency security concerns; (d) if required to do so by a regulatory body or as a result of a change in applicable law; or (e) to make any modification to the Services. Any such suspension by OrderGrid shall not relieve Client of any of its payment obligations hereunder. Where reasonably practicable in the circumstances and unless prohibited by law, OrderGrid will, prior to suspending the Services, inform Client of the concern as soon as reasonably possible.
11. **WAIVER OF JURY TRIAL AND CLASS ACTION RIGHTS.** WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THESE TERMS: (A) CLIENT HEREBY EXPRESSLY GIVES UP ITS RIGHT TO HAVE A TRIAL BY JURY; AND (B) CLIENT HEREBY EXPRESSLY GIVES UP ITS RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INCLUDING CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.
12. **GENERAL.**
- 12.1 **Publicity.** During the Term, Client hereby agrees that OrderGrid may use Client's name and logo to identify Client as a Client who uses the Services. Client and OrderGrid agree that during the Term they will collaborate on press releases and other joint communications surrounding Client's use of the Services. During the Term, OrderGrid may request Client to serve as a reference, provide statements for marketing purposes, and/or develop case studies on Client's success in using the Services. Client agrees to respond within a reasonable amount of time to any request from OrderGrid for assistance with the aforementioned.
- 12.2 **Export Compliance.** The Platform Service, other OrderGrid technology, and derivatives of them may be subject to export laws and regulations of Canada, the United States and other jurisdictions. Client represents that it is not named on any Canadian or U.S. government denied-party list. Client may not access the Platform Service in a country named on Canada's

Area Control List under Canada's Export and Import Permits Act, in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria Russia, Belarus or Crimea), by persons or entities prohibited from receiving U.S. exports, or in violation of any Canadian or U.S. export law or regulation.

- 12.3 Notice. Any notice or other communication provided under these Terms will be effective when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- 12.4 Governing Law. These Terms have been made in and shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles.
- 12.5 Arbitration. Any dispute or claim arising out of or relating to these Terms will be referred to and finally resolved by arbitration under the Arbitration Act (Ontario) or the International Commercial Arbitration Act (Ontario), as applicable. Within 10 days of the giving of such notice of arbitration, the parties will jointly select a single arbitrator who will be independent of the parties and acceptable to the parties. If a single arbitrator has not been selected during such 10 day period, then, unless the parties agree otherwise, the dispute will be resolved by a single arbitrator appointed pursuant to the Arbitration Act (Ontario) or the International Commercial Arbitration Act (Ontario), as applicable, on application by either party. The fees and expenses of the arbitrator will be borne equally between the parties. The arbitrator may order interest on any award and the arbitrator may award costs to either party. In the absence of any such award of costs, each of the parties will bear its own costs of the arbitration. The arbitration will take place in Toronto, Ontario, unless the parties agree otherwise. Client agrees that good faith negotiations and arbitration will all be without recourse to the courts and that the award of the arbitrator will be final and binding, except that: (a) either party may appeal an arbitration award to the courts of Ontario on a question of law; and (b) either party may apply to the courts of Ontario for an interim measure of protection or for any order for equitable relief which the arbitrator does not have the jurisdiction to provide.
- 12.6 Third-Party Beneficiaries. There are no third-party beneficiaries under these Terms.
- 12.7 Assignment. You may not assign these Terms without OrderGrid's prior written consent. OrderGrid may assign these Terms, in whole or in part, without restriction, and provided it promptly notifies Client in writing of the assignment and the assignee agrees in writing to be bound by these Terms and assume the obligations of OrderGrid under these Terms pursuant to this Section 12.7. Any purported assignment or delegation by you in violation of this Section will be null and void. These Terms shall be binding upon and inure to the benefit of the parties and any successors and permitted assigns.
- 12.8 Force Majeure. Neither party shall be deemed to be in breach of these Terms for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, work stoppages, failure of suppliers, fires, floods, earthquakes, disease or Internet or telecommunications failures. In the event a force majeure event affecting a party continues for a period longer than 30 days, either party shall be entitled to terminate these Terms as of the date specified in the written notice to the other party to that effect.
- 12.9 Remedies. Client acknowledges that the Services contain valuable trade secrets and proprietary information of OrderGrid, and that any actual or threatened breach by Client of its obligations with respect to intellectual property rights of OrderGrid, will constitute immediately, irreparable harm to OrderGrid for which monetary damages would be an inadequate remedy. In such case, OrderGrid will be entitled to seek immediate injunctive relief without the requirement of posting bond.
- 12.10 Independent Contractors. The parties are independent contractors and nothing in these Terms shall be deemed to create any partnership, joint venture or agency relationship between the

parties. Neither party is, nor will either party hold itself out to be, vested with any power or right to bind the other party contractually or act on behalf of the other party as a broker, agent or otherwise.

- 12.11 Severability; Waiver. In the event any provision of these Terms is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. No delay or omission to exercise any right or remedy by either party hereunder shall constitute a waiver of that right. No waiver of any provision of these Terms shall be valid unless in writing and signed by the waiving party.
- 12.12 Survival. Those provisions that by their terms survive, or by their nature are intended to survive the termination of these Terms, will survive any termination of these Terms and remain in full force and effect.
- 12.13 Entire Agreement; Modifications. These Terms (including all Estimates/Order Forms) contain the entire agreement of the parties with respect to its subject matter and supersede any prior or contemporaneous understandings or communications (oral or written) regarding such subject matter. OrderGrid may update these Terms and/or the Privacy Statement at any time, provided that OrderGrid shall provide Client with no less than thirty (30) days' prior written notice of any material changes. Client should review these Terms and the Privacy Statement from time to time by accessing the Platform Service or visiting the OrderGrid website legal domain found at [ordergrid.com/legal](http://ordergrid.com/legal). Client's continued use of the Services following the expiry of the applicable notice period will be deemed acceptance of any such revisions.
- 12.14 Interpretation. In these Terms, (a) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine; (b) the headings are intended solely for convenience of reference and will be given no effect in the interpretation or construction of these Terms; and (c) wherever the words "include", "includes" or "including" (or similar variations) are used, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes", or "including" (or similar variations) shall not be considered to set forth an exhaustive list.