SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Last updated: May 12, 2025

THESE SOFTWARE AS A SERVICE TERMS AND CONDITIONS ("**TERMS**"), TOGETHER WITH THE ORDER FORM ("**ORDER FORM**", AND COLLECTIVELY, THE "**AGREEMENT**") SETS FORTH THE TERMS UNDER WHICH LUMIQ INC. ("**LUMIQ**") GRANTS TO YOU ("**CUSTOMER**") THE RIGHT TO USE THE LUMIQ SAAS SERVICES (AS DEFINED BELOW) ORDERED AND PAID FOR BY YOU. IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS AND ANY ORDER FORM, THE TERMS OF THE ORDER FORM SHALL GOVERN TO THE EXTENT OF THE CONFLICT. BY SIGNING AN ORDER FORM, ACCESSING, RECEIVING, AND/OR USING THE LUMIQ SAAS SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IN NO EVENT MAY YOU ACCESS, RECEIVE OR OTHERWISE USE ANY LUMIQ SAAS SERVICES WITHOUT AGREEING TO THESE TERMS.

1. LumiQ SaaS Services

a. LumiQ SaaS Services. "**LumiQ SaaS Services**" means LumiQ's internet-accessible CPE and CPD podcasts and other content (collectively, the "**Content**") and the related podcast, web and mobile-app services that provide use of the platform hosted by LumiQ and made available to Client over a network on a per-user basis. LumiQ will provide a certificate of completion outlining the verifiable CPD and verified CPE completed through the subscription to each Authorized User. For those Authorized Users who do not hold a professional designation for the purposes of CPD and/or CPE, certificates of completion will be provided.

b. Provisioning of the LumiQ SaaS Services. Subject to Client's compliance with the terms and conditions of this Agreement, LumiQ will make the LumiQ SaaS Services available to Client during the Term solely for use in connection with Client's internal business and internal educational usage and for no other purpose. Client is responsible for identifying and authenticating all Authorized Users, for ensuring only Authorized Users access and use the LumiQ SaaS Service, and for ensuring Authorized Users' compliance with this Agreement.

c. Client User Accounts. Upon execution of an Order Form, which shall specify the number and type of accounts to be issued by LumiQ (each, a "**Client User Account**") for use during the Term by employees of Client ("**Authorized User(s)**"). Client will ensure that Authorized Users only use the LumiQ SaaS Services through their own Client User Account. Client may add Authorized User(s) from time to time, subject to any additional fees based on the type of subscription identified in the Order Form. Client will not allow any Authorized User to share their Client User Account with any

other person or entity. Client will promptly notify LumiQ of any actual or suspected unauthorized use of the LumiQ SaaS Services. LumiQ reserves the right to suspend, deactivate, or replace a Client User Account if it determines that the Client User Account may have been used for an unauthorized purpose. Client will ensure that all individual users of the LumiQ SaaS Services, including Authorized Users, are contractually bound to terms and conditions with Client that are no less restrictive or protective of LumiQ's rights than those set forth in this Agreement. Any distribution, re-assignment, transfer or sharing by an Authorized User of their account name and password may result in cancellation of Client's access to the LumiQ SaaS Services without refund and/or additional charges based on unauthorized use.

d. Type of Subscription.

   i.   Unlimited Subscription. Where Client purchases an Unlimited Subscription, Client will have full access to the LumiQ SaaS Services during the Term. Client will be assigned the number of Unlimited Client User Account(s) set out in the applicable Order Form.

   ii. Usage-Based Subscription. Where Client purchases Usage-Based Subscription, Client is purchasing a package of CPE/CPD credits for their Authorized Users, the number of CPE/CPD credits purchased will be set out on the applicable Order Form, can be made available to any Authorized Users within Client's company during the Term. Any CPE/CPD credits not used during the Term or within 12 months thereafter can be carried over provided Client's Order Form has automatically renewed for an additional Term or if Client enters into a new Order Form for Usage-Based Subscription, otherwise such credits will expire at the end of the term and are non-refundable.

   iii. Flat Fee Subscription. Where Client purchases a Flat Fee Subscription, Client will receive full access to the LumiQ SaaS Services for any Authorized Users within Client's organization during the Term.

e. Restrictions on Use. Client will not itself, nor will it permit others to:

   i.   sub-license, sell, rent, lend, lease or distribute the LumiQ SaaS Services or any intellectual property rights therein, or otherwise make the LumiQ SaaS Services available to anyone other than Authorized Users;

   ii. use or access the LumiQ SaaS Services (A) in violation of any applicable law or intellectual property right, (B) in a manner that threatens the security or functionality of the LumiQ SaaS Services, or (C) for any purpose or in any manner not expressly permitted in this Agreement;

iii. use the LumiQ SaaS Services to create, collect, transmit, store, use or process any Client Data other than in accordance with this Agreement, including to:

1. upload to the LumiQ SaaS Services or otherwise use the LumiQ SaaS Services in connection with any documents, information or data that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;

2. upload to the LumiQ SaaS Services or otherwise use the LumiQ SaaS Services in connection with any documents, information or data that Client does not have the lawful right to create, collect, transmit, store, use or process; or

3. upload to the LumiQ SaaS Services or otherwise use the LumiQ SaaS Services 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);

4. modify the LumiQ SaaS Services;

5. reverse engineer, de-compile or disassemble the LumiQ SaaS Services;

6. remove or obscure any proprietary notices or labels on the LumiQ SaaS Services, including brand, copyright, trademark and patent or patent pending notices;

7. access or use the LumiQ SaaS Services for the purpose of building a similar or competitive product or service;

8. access or use the LumiQ SaaS Services for any purpose other than internal research projects, including for any commercial purpose; or

9. perform any vulnerability, penetration or similar testing of the LumiQ SaaS Services.

f. <u>Suspension of Access; Scheduled Downtime; Modifications.</u> LumiQ may from time to time and in its discretion, without limiting any of its other rights or remedies at law or in equity, under this Agreement:

i. suspend Client's access to or use of the LumiQ SaaS Services:

1. for scheduled maintenance;

2. due to a Force Majeure Event;

3. if LumiQ believes in good faith that Client or any Authorized User has violated any provision of this Agreement; or

4. to address any emergency security concerns; and

5. if required to do so by a regulatory body or as a result of a change in applicable law.

ii. make any modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations ("**Modifications**") to the LumiQ SaaS Services.

g. <u>Subcontracting.</u> LumiQ may engage third parties to provide the LumiQ SaaS Services, including hosting providers. LumiQ may change its hosting providers at any time. Client's use of the LumiQ SaaS Services is subject to any applicable restrictions imposed by the hosting provider. Notwithstanding any other provision of this Agreement, LumiQ shall not be liable for any problems, failures, defects or errors with the LumiQ SaaS Services to the extent caused by the hosting provider. Client acknowledges that the fees payable for the LumiQ SaaS Services reflect the fact that LumiQ is not responsible for the acts and omissions of the hosting provider.

2. Ownership; Reservation of Rights

a. <u>Client Data.</u> Client retains all ownership of any data and information, including Personal Information, that Client (or any of its Authorized Users) enters into the LumiQ SaaS Services ("**Client Data**"). Client grants to LumiQ a nonexclusive, worldwide, royalty-free, irrevocable, sublicensable, and fully paid-up right to access, collect, use, process, store, disclose and transmit Client Data to: (i) provide the LumiQ SaaS Services; (ii) improve and enhance the LumiQ SaaS Services and its other offerings; and (iii) produce data, information or other materials that are not identified or identifiable as relating to a particular individual or organization ("**Aggregated Data**"). LumiQ may use, process, store, disclose and transmit the Aggregated Data for any purpose and without restriction or obligation to Client of any kind.

b. <u>LumiQ Data and IP.</u> LumiQ or its licensors retain all ownership and intellectual property rights in and to: (i) the LumiQ SaaS Services; (ii) anything developed or

delivered by or on behalf of LumiQ under this Agreement; and (iii) any Modifications to the foregoing (i) and (ii).

c. <u>Collection and Use of Technical Information.</u> LumiQ may collect and use technical data and related information, including but not limited to technical information about user devices, system and application software, and peripherals, that is gathered periodically to facilitate the provision of the Services. LumiQ may also use this information to improve and/or provide the Services.

d. <u>Feedback.</u> To the extent that Client or any Authorized User submits ideas, suggestions, documents, or proposals regarding the LumiQ SaaS Services to LumiQ ("**Feedback**"), Client acknowledges and agrees that:

   i. The Feedback does not contain confidential or proprietary information and LumiQ is not under any obligation of confidentiality with respect to the Feedback; and

   ii. LumiQ will be entitled to use, commercialize or disclose (or to choose not to use, commercialize, or disclose) such Feedback for any purpose, in any way, in any manner, and to anyone worldwide without any compensation or reimbursement of any kind to Client for such use.

e. <u>Reservation of Rights.</u> All rights not expressly granted by LumiQ to Client under this Agreement are reserved by LumiQ.

3. Support

Client will generally have access to LumiQ's technical support services ("**Support Services**") by submitting support requests at help@lumiqlearn.com. Real-time support is available between 9:00 am to 5:00 pm EST Monday through Friday, excluding statutory and civic holidays observed in Toronto, Ontario.

4. Fees and Payment

a. <u>Fees.</u> Client will pay to LumiQ the fees described in any Order Form (the "**Fees**"). Unless otherwise noted on an Order Form, all Fees shall be the currency set out in the applicable Order Form and are payable in advance. All Fees are non-cancellable and non-refundable. Unless otherwise set out in an Order Form, LumiQ reserves the right to change the Fees and/or institute new charges at the commencement of each Renewal Term upon providing not less than 30 days prior notice to Client.

b. <u>Invoicing.</u> Upon execution of the applicable Order Form, LumiQ will prepare and send to Client, at the then-current contact information on file with LumiQ, an invoice for the Fees. Unless otherwise expressly stipulated in an Order Form, Client will pay all invoiced amounts within 30 calendar days of the invoice date.

c. <u>Disputed Invoices or Charges.</u> If Client believes LumiQ has charged or invoiced Client incorrectly, Client must contact LumiQ no later than 15 days after having been charged by LumiQ or receiving such invoice in which the error or problem appeared in order to request an adjustment or credit. In the event of a dispute, Client will pay any undisputed amounts in accordance with the payment terms herein, and the Parties will discuss the disputed amounts in good faith in order to resolve the dispute.

d. <u>Late Payment.</u> Client may not withhold or set-off any amounts due under this Agreement. LumiQ reserves the right to suspend Client's access to the LumiQ SaaS Services until all due and undisputed amounts are paid in full. Any late payment will be increased by the costs of collection (if any) and will incur interest at a rate equal to the lesser of one and half percent (1.5%) compounded monthly and the maximum rate of interest allowable under applicable law, from the original due date until full payment has been made by Client or on Client's behalf. For clarity, this late payment fee is in addition to any other remedies LumiQ may have under applicable law.

e. <u>Taxes.</u> The Fees do not include applicable sales, use, value-added, or other taxes. Client will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges, including any applicable interest and penalties payable in connection with the transactions contemplated by this Agreement, other than taxes based on the net income or profits of LumiQ.

f. <u>Suspension.</u> Any suspension of the LumiQ SaaS Services by LumiQ pursuant to this Agreement will not excuse Client from its obligation to make payments under this Agreement.

5. Confidential Information

a. <u>Definitions.</u> For the purposes of this Agreement, a Party or its affiliates, Clients, employees, licensors or suppliers receiving Confidential Information (as defined below) will be the "**Recipient**", the Party disclosing such information will be the "**Discloser**" and "**Confidential Information**" of the Discloser means any and all information of the Discloser or any of its licensors that has or will come into the possession or knowledge of the Recipient in connection with or as a result of

entering into this Agreement, including information concerning the Discloser's past, present or future Clients, suppliers, technology or business. Where the Discloser is Client, Confidential Information includes Client Data. Notwithstanding the foregoing, except with respect to Personal Information, Confidential Information does not include: (i) information already known or independently developed by the Recipient without access to the Discloser's Confidential Information as established by competent documentary evidence; (ii) information that is publicly available through no wrongful act of the Recipient; or (iii) information received by the Recipient from a third party who was free to disclose it without confidentiality obligations.

b. <u>Confidentiality Covenants.</u> The Recipient hereby agrees that during the Term and at all times following the Term it will not, except to exercise its license rights or perform its obligations under this Agreement: (i) disclose Confidential Information of the Discloser to any person, except to its own personnel or affiliates that have a "need to know" and that have entered into written agreements no less protective of such Confidential Information than this Agreement, and to such other recipients as the Discloser may approve in writing; or (ii) use Confidential Information of the Discloser The Recipient will not alter or remove from any Confidential Information of the Discloser any proprietary legend. Each Party will take industry standard precautions to safeguard the other Party's Confidential Information, which will in any event be at least as stringent as the precautions that the Recipient takes to protect its own Confidential Information of a similar type.

c. <u>Exceptions to Confidentiality.</u> Notwithstanding Section 6(b), the Recipient may disclose the Discloser's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure; or (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business provided, that, in each case, that any such person is obligated by applicable professional or ethical obligations) at least as restrictive as those set forth in this Section 6.

6. Data Protection and Privacy

a. <u>Definitions.</u> For the purposes of this section 7: "**Data Protection Laws**" means all applicable laws and regulations relating to the protection and processing of personal data or information in any relevant jurisdiction, including without limitation applicable Canadian and United States privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (PIPEDA) and the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199), as may be amended from time to time, including as amended by the California Privacy Rights Act of 2020 (the "**CCPA**") and its implementing regulations, the EU General Data Protection Regulation 2016/679 (GDPR) including as implemented in the United Kingdom by the EU (withdrawal) Act 2018 and as amended by the Data Protection Act 2018 (UK GDPR); and "**Personal Information**" means 'personal data,' 'personal information,' 'personally identifiable information,' or other similar term, in each case, as such term is defined under applicable Data Protection Laws. "**Processing**" means and operation or set of operations which is performed on Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, as more particularly described in Schedule 1.

b. <u>Roles of the Parties.</u> To the extent the CCPA or another United States state law applies with respect to the Personal Information, the parties acknowledge that LumiQ is a "Service Provider" (as such term is defined in the CCPA) of the Personal Information. To the extent the GDPR or UK GDPR applies with respect to the Personal Information, the parties acknowledge that LumiQ is a "Processor" and Client is a "Controller" of the Personal Information (as such terms are defined in the GDPR).

c. <u>LumiQ Obligations.</u> Client understands that Personal Information, including the Personal Information of Authorized Users, will be treated in accordance with LumiQ's privacy policy available online at: https://lumiqlearn.com/privacy-policy. To the extent that LumiQ processes Personal Information on Client's behalf in the course of providing the LumiQ SaaS Services under this Agreement, and subject to LumiQ's Privacy Policy, LumiQ will:

i. only use Personal Information for the purposes of providing and improving the LumiQ SaaS Services and in accordance with Client's documented instructions from time to time, including as set out in Schedule 1 (Personal Information Processing Details). LumiQ shall inform the Customer if, in LumiQ's opinion, any of Client's instructions infringe Data Protection Laws;

ii.   maintain appropriate data segregation processes in relation to the Personal Information it receives from the Client;

iii.   share Personal Information with affiliates of LumiQ as well as with LumiQ's service providers that provide services for or on behalf of LumiQ (Sub-processors) under contract terms no less onerous than those imposed on LumiQ in respect of Client Personal Information. Where required under Data Protection Laws, LumiQ shall inform Client of any intended changes concerning the addition or replacement of Sub-processors, thereby giving Client the opportunity to object to such changes. LumiQ shall remain responsible for the acts and omission of its Sub-processors as if they were the acts and omissions of LumiQ;

iv.   where any disclosure or transfer of Personal Information is required by law, promptly notify Client in writing before complying with any such requirement for disclosure (except where legally prohibited to do so);

v.   implement reasonable physical, technical and administrative and other organizational measures to safeguard the Personal Information against loss, theft, damage or unauthorized or unlawful access or processing;

vi.   limit access to Personal Information only to those employees, service providers and sub-processors who need to have access to the Personal Information for the purposes providing the LumiQ SaaS Services and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

vii.   notify the Client promptly and without undue delay in the event LumiQ becomes aware of any loss, theft, damage or unauthorized or unlawful access of Personal Information;

viii.   upon the termination of this Agreement, delete all Personal Information in the possession or control of LumiQ (subject to a legal requirement to maintain such Personal Information or LumiQ's record retention policies);

ix.   make all necessary information available to Client in order to demonstrate compliance with its obligations under Data Protection Laws and, not more than once per year and upon reasonable notice, allow the Client to take reasonable and appropriate steps, at its own cost, to ensure that LumiQ uses Personal Information in a manner consistent with these Terms;

x.　cooperate with Client in responding to verifiable requests from Authorised Users to exercise their rights under Data Protection Laws, including deleting Personal Information or enabling the Client to do so, and notifying their own service providers or contractors to delete the Personal Information. LumiQ shall provide the Client with the Personal Information in their possession that was obtained in their capacity as a service provider for the Client and correct any inaccurate Personal Information upon request; and

xi.　where required under Data Protection Laws, reasonably assist Client in ensuring Client's compliance with its obligations under Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

d. <u>Client Data Protection Obligations.</u> Client represents and warrants that: (i) it shall not do or omit to do anything that would cause LumiQ to breach its obligations under applicable Data Protection Laws; (ii) all Authorized Users have been informed of the processing and use of Personal Information under this Agreement, to the extent required by Data Protection Laws; (iii) to the extent required under applicable Data Protection Laws, Client has posted in the privacy policies on all its sites a notice to end users with regard to use of Personal Information as contemplated by this Agreement; (iv) it has, if and to the extent applicable, obtained appropriate consents from Authorized Users as required under Data Protection Laws; and (v) all Personal Information has been and will be collected, processed and transferred by Client to LumiQ in accordance with applicable Data Protection Laws.

e. <u>Use of Data.</u> To the extent the CCPA or another United States state law applies, then except as otherwise permitted by such laws and applicable regulations, LumiQ shall not retain, use, sell or disclose any Personal Information (i) outside of the direct business relationship between LumiQ and Client, or (ii) for any purpose other than for the specific purpose of providing the Services to Client.

f. <u>Notice of Dispute or Claim.</u> Each party will promptly notify the other party about any notice, dispute, claim or request brought by an Authorized User or supervisory or other law enforcement or regulatory authority concerning the other party's processing of the Personal Information in connection with this Agreement, unless prohibited under applicable Data Protection Laws or other laws, and the parties will reasonably cooperate with each other to resolve and/or respond to the matter.

g. <u>Transfers of Personal Information from the EEA.</u> In the event of any transfer of Personal Information collected within the European Economic Area ("**EEA**") to

a country outside of the EEA that does not guarantee a level of protection considered adequate by the European Commission, the Parties agree to be bound by the terms of Module 2 (Controller to Processor) of the standard contractual clauses attached to the European Commission's Implementing Decision (EU) 2021/914 (the Standard Contractual Clauses) which shall be deemed to be populated and completed as follows:

- Clause 7: Docking clause shall not apply;

- Clause 9: Use of Sub-processors: option 2 (general written authorisation) shall apply and the relevant time period for notice shall be 60 days;

- Clause 11(a): Redress: The optional language shall not apply;

- Clause 17: Governing Law: Option 2 shall apply and where applicable, the laws of Ireland shall govern;

- Clause 18: Choice of Forum and Jurisdiction: the courts of Ireland are selected;

- Annex 1. A (List of Parties) shall be deemed to be Client as data exporter and LumiQ as data importer;

- Annex I.B (Description of Transfer) shall be deemed to incorporate the information in Schedule 1;

- Annex I.C (Competent Supervisory Authority) shall be deemed to refer to the supervisory authority of Ireland;

- Annex 2 (Technical and Organisational Measures): a summary of LumiQ's technical and organisational measures is available upon request ; and

- Annex 3 (List of Subprocessors) shall be deemed to be completed by the list of Sub-processors set out in Schedule 1.

h. Transfers of Personal Information from the UK. In the event of any transfer of Personal Information collected within the UK to a country outside of the UK that does not guarantee a level of protection considered adequate by the British government, the Parties shall be bound by the terms of the International Data Transfer Addendum to Standard Contractual Clauses, issued by the British ICO under s119A (1) of the Data Protection Act 2018, version B1.0. (the UK Addendum) which shall be deemed to be populated and completed as described as follows:

- Table 1 shall be deemed to be populated with Client as data exporter and LumiQ as data importer;

- Table 2 shall be deemed to be populated with the corresponding details and selections described in relation to Module 2 of the Standard Contractual Clauses in sub-paragraph e above;

- Table 3 shall be deemed populated with the information set out in Schedule 1; and

- Table 4 is completed by only 'Importer' being selected.

i. In the event of any inconsistency between the Standard Contractual Clauses and the UK Addendum and this Agreement, the Standard Contractual Clauses or the UK Addendum, as applicable, shall prevail. Any onward transfer of Personal Information by LumiQ shall be made only in accordance with applicable Data Protection Laws.

7. Warranty; Disclaimer

a. <u>Client Warranty.</u> Client represents and warrants to, and covenants with LumiQ that Client Data will only contain Personal Information in respect of which Client has provided all notices and disclosures (including to each Authorized User), obtained all necessary third party consents and permissions and otherwise has all authority, in each case as required by applicable laws, to enable LumiQ to provide the LumiQ SaaS Services, including with respect to the collection, storage, access, use, disclosure, processing and transmission of Personal Information, which may include transmissions by or to LumiQ and to or from all applicable third parties.

b. <u>GENERAL DISCLAIMER.</u> LUMIQ DOES NOT WARRANT THAT THE LUMIQ SAAS SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED, OR THAT THE LUMIQ SAAS SERVICES WILL MEET CLIENT'S REQUIREMENTS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE LUMIQ SAAS SERVICES (OR ANY PART OF THEM), AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY LUMIQ TO CLIENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". CLIENT'S USE OF THE LUMIQ SAAS SERVICES IS AT CLIENT'S OWN RISK AND CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGES WHICH MAY OCCUR AS A RESULT OF SAME, INCLUDING BUT NOT LIMITED TO DAMAGE TO COMPUTER SYSTEMS, LOSS OR DESTRUCTION OF DATA, AND ANY DAMAGES CLIENT AND/OR OTHERS MAY SUFFER IF CLIENT TRANSMITS CONFIDENTIAL OR SENSITIVE

INFORMATION TO LUMIQ. LUMIQ MAKES NO WARRANTY THAT INFORMATION, SOFTWARE AND/OR OTHER CONTENT ACCESSED, ACCESSED THROUGH THE LUMIQ SAAS SERVICES WILL BE FREE OF VIRUSES, BOTS, WORMS, OR ANY OTHER COMPUTER CODE, FILES OR PROGRAMS THAT MAY INTERRUPT, DESTROY OR LIMIT THE FUNCTIONALITY OF ANY COMPUTER SOFTWARE OR HARDWARE, OR OTHERWISE PERMIT THE UNAUTHORIZED USE OF OR ACCESS TO A COMPUTER OR A COMPUTER NETWORK. CLIENT ACKNOWLEDGES THE SAAS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NO ENDORSEMENT OF ANY THIRD-PARTY GOODS, SERVICES OR INFORMATION IS EXPRESSED OR IMPLIED BY ANY INFORMATION, MATERIAL OR CONTENT REFERRED TO OR INCLUDED IN, ON, OR LINKED FROM OR TO LUMIQ SAAS SERVICES. IN PARTICULAR AND WITHOUT LIMITATION, THE CONTENT OF THE PODCASTS AND THE WORDS AND VIEWS EXPRESSED BY ANY SPEAKER IN OR ON A PODCAST DO NOT AND SHALL NOT NECESSARILY REFLECT THOSE OF LUMIQ AND/OR ITS SPONSORS OR MANAGEMENT AND ARE NOT TO BE TAKEN OR RELIED UPON AS PROFESSIONAL ADVICE.

c. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LUMIQ HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES, REPRESENTATIONS OR CONDITION WHETHER ARISING FROM STATUTE, OR OTHERWISE IN LAW, OR OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, LUMIQ EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT (i) ANY DATA OR INFORMATION PROVIDED TO CLIENT IN CONNECTION WITH CLIENT'S USE OF THE LUMIQ SAAS SERVICES (OR ANY PART OF THEM) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CLIENT FOR ANY PURPOSE WHATSOEVER, OR (ii) THAT CLIENT WILL ACHIEVE COMPLIANCE WITH ANY LAWS, REGULATIONS OR INDUSTRY STANDARDS APPLICABLE TO CLIENT THROUGH USE OF THE LUMIQ SAAS SERVICES.

8. Indemnity

a. <u>Client Indemnity.</u> Client will defend, indemnify and hold harmless LumiQ, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any and all third party (including Authorized Users) claims (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with: (i) Client Data; (ii) Client's breach of any of Client's obligations, representations, warranties or covenants under this Agreement; (iii) Client's intentional or negligent introduction of computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data into the LumiQ SaaS Services; or (iv) use of the LumiQ SaaS Services (or any part of them) by Client or any Authorized User in combination with any third party software, application or service. Client will fully cooperate with LumiQ in the defense of any claim defended by Client pursuant to its indemnification obligations under this Agreement and will not settle any such claim without the prior written consent of LumiQ.

b. <u>LumiQ Indemnity.</u> LumiQ will indemnify and defend Client its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any and all third-party claims (including damages, recoveries, deficiencies, interest, penalties and legal fees) directly or indirectly arising from or in connection with any claim by a third party alleging that the LumiQ SaaS Services infringe, violate or misappropriate any intellectual property right of any person. The obligations of LumiQ in this subsection (b) will not apply to the extent that a claim by a third party is: (i) based on the unauthorized use by Client (or any Authorized User) of the LumiQ SaaS Services in a manner not permitted by this Agreement, if such claim would not have arisen but for such unauthorized use by Client (or its Authorized Users); or (ii) based on the Modification of any deliverables by or on behalf of Client in a manner not permitted by this Agreement, if such claim would not have arisen but for such Modification. If Client seeks indemnification under this section, it shall (a) promptly notify LumiQ of the claim, (b) give LumiQ sole control of the defense and settlement of the claim, and (c) provide, at LumiQ's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

9. Limitation of Liabilities

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

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUMIQ BE LIABLE TO CLIENT, ANY AUTHORIZED USER, OR ANY THIRD PARTY FOR (I) ANY LOST PROFITS, LOSS OF SALES OR BUSINESS, REQUALIFICATION, DELAY, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, LOST SAVINGS, OR FOR COSTS FOR THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DATA, USE OR GOODWILL; OR (II) FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF LUMIQ IN CONNECTION WITH OR UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY CLIENT FOR THE LUMIQ SAAS SERVICES IN THE CONTRACT YEAR DURING WHICH THE EVENT GIVING RISE TO THE CLAIM TOOK PLACE. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

iii. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

10. Term and Termination

a. Term. This Agreement will commence on the Contract Start Date listed in the applicable Order Form and, unless otherwise set out in the applicable Order Form, shall continue for a period of one (1) year (the "**Initial Term**"). Unless otherwise set out in the applicable Order Form, this Agreement will automatically renew for successive terms of the same duration as the Initial Term (each a "**Renewal Term**", and the Initial Term together with the Renewal Term(s), if any, collectively the "**Term**") unless either Party provides the other Party with written notice of its intention not to renew not less than sixty (60) days prior to the end of the then-current Initial or Renewal Term.

b. <u>Termination for Cause.</u> Either Party may, in addition to other relief, terminate this Agreement if the other Party commits a material breach of this Agreement and fails within ten (10) days after receipt of written notice of such breach to correct such material breach.

c. <u>Effect of Termination.</u> No expiration or termination of this Agreement and/or any Order Form will affect Client's obligation to pay all fees that may have become due before such expiration or termination, or entitle Client to any refund. Upon termination of this Agreement, Client will immediately cease accessing or using the LumiQ SaaS Services. Within thirty (30) calendar days following termination, each party will return or destroy any Confidential Information of the other Party, provided however that LumiQ may retain any Client Confidential Information for such period as is required by law or regulation.

11. General Provisions

a. <u>Notices.</u> Notices sent to either Party will be effective when delivered in writing and in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices must be sent:

   i. if to LumiQ, to the following address:

   > 325 Front Street West, Suite 400
   >
   > Toronto, ON M5V 1P6
   >
   > Attention: Michael Kravshik
   >
   > Email: finops@lumiqlearn.com

   ii. if to Client, to the current postal or email address that LumiQ has on file with respect to Client.

   LumiQ may change its contact information by posting the new contact information on the Website or by giving notice of them to Client. Client is solely responsible for keeping its contact information on file with LumiQ current at all times during the Term.

b. <u>Compliance with Laws.</u> Each Party shall comply with all laws applicable to it in the performance of its obligations hereunder.

c. <u>Independent Legal Advice.</u> Client acknowledges and agrees that it has had an opportunity to read this Agreement, it agrees to its terms and, prior to executing it,

it has been provided with the opportunity to seek independent legal advice about its terms.

d. <u>Dispute Resolution.</u> In the event of a difference of opinion or dispute relating to any aspect of this Agreement, the Parties shall first attempt to resolve such differences by good faith negotiation. If such negotiation fails to reach a mutually agreed resolution after thirty (30) days, either Party may submit such dispute or controversy to binding arbitration before a panel of one (1) arbitrator to be held in Toronto pursuant to the ADRIC Arbitration Rules. Nothing in this section 12(d) shall prevent LumiQ from seeking injunctive relief before the courts in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

e. <u>Publicity.</u> Notwithstanding any other term of this Agreement, LumiQ may refer to Client as a Client of LumiQ on any websites used by LumiQ to provide the LumiQ SaaS Services, and other online channels (collectively, "**Publicity**"). LumiQ may use Client's name, logo and trademark in conjunction with any Publicity. Client grants LumiQ a limited, fully paid-up, non-exclusive, and non-sublicensable license to use its name, logo and trademarks in connection with any Publicity.

f. <u>Assignment.</u> Client may not assign this Agreement to any third party without LumiQ's prior written consent.

g. <u>Governing Law and Venue.</u> Unless otherwise set out in an Order Form, this Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. Any matter which cannot be resolved through arbitration pursuant to section 12(d) shall be brought in the courts located in the City of Toronto. This choice of jurisdiction does not prevent LumiQ from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

h. <u>Export Restrictions.</u> Client will comply with all export laws and regulations that may apply to its access to or use of the LumiQ SaaS Services.

i. <u>Force Majeure.</u> Excluding a Party's payment obligations hereunder, neither Party will be liable for delays caused by any event or circumstances beyond that Party's s reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, slowdowns, walkouts or other labour problems, Internet service failures or delays, cyberattacks, or the unavailability or Modification by third parties of telecommunications or hosting

infrastructure or third party software or websites or changes in laws preventing or limiting the provision of the services ("**Force Majeure Event**").

j.   Survival. The following Sections will survive expiration or termination of this Agreement: Section 2 (Ownership; Reservation of Rights), Section 5 (Fees and Payment), Section 6 (Confidential Information), Section 8 (Warranty; Disclaimer) Section 9 (Indemnity), Section 10 (Limitation of Liabilities) and Section 12 (General Provisions).

k.   Severability. Any provision of this Agreement found by a court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect.

l.   Waiver. A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

m.   Independent Contractors. LumiQ's relationship to Client is that of an independent contractor. Neither Party is an agent or partner of the other. Neither Party has the authority to bind the other Party.

n.   Entire Agreement. This Agreement together with the applicable Order Form constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations or other communications between the Parties.

o.   English Language. It is the express wish of the Parties that this Agreement and all related documents be drawn up in English.

SCHEDULE 1 – PERSONAL INFORMATION PROCESSING DETAILS

1. Scope, nature and purpose of Processing

The provision of the LumiQ SaaS Services.

2. Duration of the processing

For the Term of the Agreement and for any such additional period as is required by law or regulation.

3. Frequency of processing

Ongoing during the Term.

4. Types of Personal Data

Name, e-mail address, employer and job title, IT usage data (including IP address, log-in details).

5. Categories of Data Subject

Employees or other personnel of Client or as otherwise determined by Client.

6. Appointed Sub-processors

A list of LumiQ's Sub-processors in available upon request.