



MASTER SERVICES AGREEMENT

Last Updated: December 2023

This Master Services Agreement (this “**Agreement**”) is entered into by Loopio Inc., a Canadian Corporation, with offices at 310 Spadina Avenue, Suite 600, Toronto ON M5T 2E8 Canada (“**Loopio**”) and the customer identified in the applicable Order Form (“**Customer**”, “**you**”, or “**your**”). This Agreement governs the Customer’s access to and use of the Services.

THIS AGREEMENT TAKES EFFECT THE EARLIER OF (I) THE EFFECTIVE DATE SET OUT IN THE APPLICABLE ORDER FORM, OR (II) THE DATE ON WHICH THE CUSTOMER ACCESSES THE LOOPIO SOLUTION. BY ACCESSING OR USING THE LOOPIO SOLUTION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

1. DEFINITIONS

- 1.1. Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the meaning set out in Schedule 1 (Definitions) of this Agreement.

2. SERVICES

- 2.1. **Use of the Loopio Solution.** Subject to the terms and conditions of this Agreement and payment of all applicable Fees, Loopio grants to Customer the right to use the Loopio Solution for the Subscription Term. Loopio further agrees to extend the benefit of this Agreement to Customer’s Affiliates provided that Customer shall assume all rights and obligations of its Affiliates’ use of the Loopio Solution.
- 2.2. **Professional Services.** Subject to the terms and conditions of this Agreement and payment of all applicable Fees, Loopio will provide to Customer the Professional Services as set out in the applicable Order Form, and/or a statement of work. Loopio may make use of subcontractors to perform the Professional Services provided Loopio shall remain solely responsible and liable for the acts and omissions of each subcontractor (including its employees) to the same extent as if such acts or omissions were by Loopio or its employees.
- 2.3. **User IDs.** In order to access the Loopio Solution, Customer shall register and create an account for one (1) or more Users by providing their name, email address and login information. Customer is responsible for use of the Loopio Solution, in accordance with this Agreement, by all Users. Customer will not permit Users to share their login information with any other Person and Customer will not create generic User identification for use by multiple Users. Customer shall use the Loopio Solution within the user limits set out in an applicable Order Form. Loopio reserves the right to audit the Customer’s User count and additional fees may apply if Customer exceeds any usage limits without Loopio’s prior consent, at Loopio’s then current rates.
- 2.4. **User Restrictions.** Customer will access the Loopio Solution only as permitted in the Agreement and Customer shall not, and shall not allow third parties to:
 - 2.4.1. license, sublicense, sell, resell, lease, transfer, assign, distribute, time share or otherwise make available the Loopio Solution to any third party except Users;
 - 2.4.2. modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Loopio Solution or Loopio Content, except as expressly permitted in writing by Loopio or pursuant to Applicable Law;
 - 2.4.3. circumvent any User limits or other use restrictions in the Loopio Solution;
 - 2.4.4. access (or attempt to access) any of the Loopio Solution by any means other than through the User login information provided by Loopio;
 - 2.4.5. cause interference with the Loopio Solution’s network operations, attempt to bypass Loopio’s network or security controls, or otherwise re-arrange, disconnect, disable, remove, repair or otherwise interfere with any parts of the Loopio Solution or the receipt of services by our other customers;

- 2.4.6. use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the technology underlying the Loopio Solution;
 - 2.4.7. access, or permit the access of, the Loopio Solution in a manner contrary to this Agreement, Applicable Law or that infringes, violates or misappropriates the rights of any third parties, including the privacy rights or intellectual property rights of such third parties;
 - 2.4.8. store or process Personal Data characterized as sensitive information under applicable Privacy Laws, including any health information, social insurance, social security or credit card numbers;
 - 2.4.9. use the Loopio Solution in order to build a competitive solution or service; or
 - 2.4.10. remove any proprietary notices, labels, or marks from the Loopio Solution.
- 2.5. **Notification.** Customer will immediately notify Loopio if Customer becomes aware of a breach of the User Restrictions set out above.
- 2.6. **Third-Party Services.** Customer may choose, at its own discretion, to integrate, connect, or interoperate the Loopio Solution with Non-Loopio Services. By doing so, Customer grants Loopio permission to inter-operate and share Customer Content with the Non-Loopio Services, as solely directed by Customer. Customer warrants that in doing so (i) Customer shall assume all responsibility and liability for the Non-Loopio Services and any use, transfer, disclosure, modification, or deletion of Customer Content by the Non-Loopio Services and (ii) Loopio shall have no liability, and Customer will not be relieved of any obligations under the Agreement or entitled to a refund, due to non-performance of the Loopio Solution due to the Non-Loopio Services.
- 2.7. **Beta Services.** Customer may choose, at its own discretion, to participate in Beta Services. The Beta Services are provided “as is” and “as available” without warranty of any kind and Loopio is not obligated to provide maintenance, technical, or other support for the Beta Services. Loopio may suspend, limit or terminate the Beta Services for any reason at any time without notice to Customer. Loopio will not be liable to Customer for damages of any kind, except in respect of losses that cannot be legally limited or excluded under Applicable Law, related to Customer’s use of the Beta Services. If applicable, Loopio will inform Customer of additional terms and conditions that apply to Customer’s use of the Beta Services. Customer may, at its own discretion or as part of its participation in Beta Services, provide Loopio with feedback regarding the Services. Loopio acknowledges any feedback provided by the Customer regarding the Loopio Solution is provided as-is and without warranty. Loopio may use or incorporate such feedback in the development of its offerings, without payment or attribution to Customer.

3. OWNERSHIP AND CONTENT

- 3.1. **Customer Content.** As between Customer and Loopio, Customer owns any and all intellectual property rights in and to the Customer Content. Customer hereby grants Loopio a worldwide, royalty-free, fully paid-up, non-exclusive license, during the Subscription Term to host, collect, use and store the Customer Content to provide, improve and develop the Loopio Solution. Except for the rights and licenses granted in the Agreement, Loopio acknowledges and agrees that Customer owns any and all intellectual property rights in and to the Customer Content. All rights not expressly granted by Customer under the Agreement are reserved.
- 3.2. **Loopio Content.** As between Customer and Loopio, Loopio owns any and all applicable intellectual property rights in and to the Loopio Solution (including all current and future features and improvements) and Loopio Content. Except for the rights and licenses granted in the Agreement, Customer acknowledges and agrees that Loopio owns any and all intellectual property rights in and to the Loopio Solution and Loopio Content. All rights not expressly granted by Loopio under the Agreement are reserved. Loopio may use Loopio Content for its own internal purposes, such as to develop, test, improve, increase service and product value, train machine learning or other artificial intelligence algorithms, to optimize the Loopio Solution.

4. PRIVACY

- 4.1. **Privacy Statement.** In order to make the Services available to the Customer, Loopio may require User’s Personal Data, which will be limited to User’s business contact information. Such information will be treated in accordance with Loopio’s [Privacy Policy](#) (as may be updated from time to time) or an applicable DPA.

- 4.2. **Personal Data.** The primary purpose of the Loopio Solution is not to host, process or store Personal Data of third parties uploaded by Customer, and Loopio does not actively access, monitor, process or amend such Personal Data except to the extent requested by Customer in connection with the Support Services or as an incidental part of the automated processing performed by the Loopio Solution. To the extent that Customer uploads Personal Data into the Loopio Solution, Customer is responsible for ensuring that the use of such Personal Data is in compliance with all Applicable Laws, and that the Customer has provided all necessary notice, obtained all necessary consents, and otherwise has all authority to provide such Personal Data to Loopio for the purposes of this Agreement.

5. SUPPORT SERVICES, AVAILABILITY AND MAINTENANCE

- 5.1. **Support Services.** Loopio will provide Support Services for the Loopio Solution in accordance with the [Support Services Addendum](#).
- 5.2. **Service Level Agreement.** Loopio will provide, operate, and maintain the Loopio Solution in accordance with the [Service Level Agreement](#).
- 5.3. **Maintenance and Upgrades.** Customer acknowledges that the Loopio Solution is made available to Customer as a software-as-a-service. Accordingly, due to the nature of software-as-a-service, Customer is not subscribing to a fixed set of specifications and functionality or the expectation of any future functionality. Loopio may perform maintenance or provide upgrades to the Loopio Solution from time to time to provide enhanced features and improvements, bug fixes, error corrections, and to expand or limit functionality in a way that does not materially alter the Loopio Solution. Loopio will use commercially reasonable efforts to provide Customer with 48 hours' advance notice prior to Loopio's performance of any scheduled maintenance or upgrades, which may result in the temporary unavailability of the Loopio Solution. Loopio will use commercially reasonable efforts to schedule such maintenance during a time period that is least disruptive to all of its customers. The extent of the new features or functionality that may be made available to Customer will depend on Customer's then current subscription plan.

6. CONFIDENTIALITY

- 6.1. **Obligation to Protect Confidential Information.** A Receiving Party will limit access and use of Disclosing Party's Confidential Information on a need to know basis to (i) employees, Affiliates, directors, agents, and professional advisors and (ii) potential permitted assignees, successors, or partners if and to the extent that such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation, partnership or other corporate transaction involving the Receiving Party's business or assets. A Receiving Party will protect the Disclosing Party's Confidential Information as it protects its own Confidential Information but in any event with not less than a reasonable degree of care.
- 6.2. **Compelled Disclosures.** The Receiving Party may be required to disclose the Disclosing Party's Confidential Information pursuant to a request by a Governmental or Regulatory Authority or as otherwise required by Applicable Law. Except where prohibited by Applicable Law from doing so, the Receiving Party must first give the Disclosing Party notice of such compelled disclosure and must use commercially reasonable efforts to provide the Disclosing Party with an opportunity to take such steps as the Disclosing Party desires to challenge or contest such disclosure or seek a protective order. Thereafter, the Receiving Party may disclose the applicable Confidential Information, but only to the extent required by the applicable Governmental or Regulatory Authority or Applicable Law and subject to any protective order that applies to such disclosure.
- 6.3. **Equitable Relief.** The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information belonging to the Disclosing Party may cause irreparable harm and significant injury to the Disclosing Party. The Disclosing Party may be entitled to seek immediate injunctive relief or specific performance to enforce obligations under this Agreement.
- 6.4. **Disclaimer.** All Confidential Information is disclosed on an "as-is" basis and the Disclosing Party will not be responsible or liable for any damages arising out of the use of Confidential Information.

7. INFORMATION SECURITY

- 7.1. **Information Security and Data Protection.** Loopio will maintain commercially reasonable physical, organizational, and technical measures to protect Customer's Confidential Information against unlawful access, use or disclosure and in accordance with the [Information Security & Data Protection Addendum](#), including the provision of specific security policies and procedures, clear segregation of duties, background



check procedure, intrusion prevention, vulnerability management, encryption, business continuity and disaster recovery.

- 7.2. Notwithstanding the measures outlined in Section 7.1, Customer's Content or Personal Data may be accessed by unauthorized persons when communicated across Third Party Networks. Customer acknowledges that, except as set out in this Agreement and as a direct result of Loopio's gross negligence or willful misconduct, Loopio is not responsible for losses arising from Customer's use of Third Party Networks.

8. FEES AND PAYMENT

- 8.1. **Fees & Taxes.** Customer agrees to pay all Fees in full in accordance with the payment terms set out in the applicable Order Form without any deduction or set off. All Fees are exclusive of sales, use, consumption and value add taxes, which shall be the responsibility of the Customer. To the extent Loopio is required to collect any of the foregoing amounts on behalf of the Customer, the applicable amounts will be added to Customer's Order Form. In the event of late payment, interest shall be payable on the overdue amount at the rate of one and one half (1.5%) percent per month, calculated and compounded monthly, or the maximum rate permitted by law, whichever is less, calculated from the due date to the date of payment.
- 8.2. **Renewal.** Upon expiration of the Subscription Term, and upon thirty (30) days prior written notice to the Customer, Loopio will issue a renewal Order Form based on the then-current Fees, which shall not be increased by more than 10% of the previous Subscription Term's Fees for the same Services outlined in the applicable Order Form. All Fees are non-refundable, except where permitted in this Agreement.
- 8.3. **Payments.** Payments by Customer to Loopio may be made by automatic clearing house (ACH), wire transfer, or credit card. In accordance with Applicable Law, credit card payments will be subject to an additional 2.4% fee, or the maximum rate permitted by law, whichever is lower.
- 8.4. **Purchase Order.** In the event that the Customer requires a purchase order number issued prior to payment of a Loopio invoice, Customer must provide the purchase order to Loopio prior to Customer's activation of the Loopio Solution or Loopio's provision of Professional Services. The Parties agree that any terms and conditions included in a purchase order, will have no force or effect on the rights, duties or obligations of the Parties unless explicitly agreed to by Loopio in writing.

9. AGREEMENT & SUBSCRIPTION TERM, TERMINATION, SUSPENSION & OFFBOARDING

- 9.1. **Term of the Agreement.** This Agreement is effective during the period commencing as of the Effective Date and expires on the last day of the Subscription Term of the last Order Form entered into by the Parties, unless this Agreement is terminated earlier in accordance with this Agreement.
- 9.2. **Subscription and Renewal Term for Loopio Solution.** The Subscription Term for Customer's access to the Loopio Solution will be set out in an applicable Order Form. Unless otherwise indicated in such Order Form, the Subscription Term will automatically renew for successive twelve (12) month periods, unless Customer notifies Loopio of its intention not to renew the applicable Order Form, which notice must be provided to Loopio no less than thirty (30) days prior to the date of expiry of the applicable Order Form.
- 9.3. **Suspension.** Without limiting Loopio's other rights and remedies under this Agreement, Loopio at its reasonable discretion may suspend Customer's access to the Loopio Solution (i) after providing ten (10) days written notice of an overdue payment, until all due amounts are paid in full, or (ii) if Loopio reasonably believes Customer has violated Section 2.4 of this Agreement. In such circumstances and as soon as practicable, Loopio will use commercially reasonable efforts to notify Customer of the reasons for suspension.
- 9.4. **Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party commits a material breach of this Agreement, and fails, within 30 days after receipt of notice of breach, to cure such breach. Notwithstanding the foregoing, a Party may terminate the Agreement for cause with immediate effect if such breach is not capable of remedy or in the event of a suspension of business, insolvency, institution of bankruptcy, or liquidation proceedings by or against the other Party.
- 9.5. **Effect of Termination.** In addition to Section 9.4, upon expiration of the Agreement, Customer's access to the Loopio Solution will immediately terminate. In the event that Customer terminates this Agreement due to Loopio's material breach per Section 9.4, Loopio will refund a prorated amount of all prepaid Fees from the date of termination. In the event that Loopio terminates this Agreement for Customer's material breach per Section 9.4, all outstanding Fees shall become immediately due and payable.

- 9.6. **Offboarding.** Upon termination or expiration of the applicable Order Form, Customer will be entitled to extract Customer Content during the Extraction Period. Following the Extraction Period, Loopio shall have the right to delete all Customer Content from the Loopio Solution in accordance with its data retention policies.

10. INDEMNIFICATION

- 10.1. **Loopio's Indemnity to Customer.** Loopio will defend, indemnify and hold harmless Customer and its employees, officers, directors, agents, successors and permitted assigns, at Loopio's own expense, against an Infringement Claim. Loopio shall not be required to indemnify Customer in the event that the Infringement Claim is a result of (i) Customer's use or modification the Loopio Solution in violation of or inconsistent with this Agreement or Documentation, including but not limited to combining the Loopio Solution with any other application, product or service not provided by Loopio, or (ii) (ii) Customer's failure to promptly implement and use corrections or enhancements to the Loopio Solution that was made available by Loopio.
- 10.2. **Remedy.** In the event of an Infringement Claim, or if Loopio reasonably believes the Loopio Solution may infringe or misappropriate intellectual property rights of a third party, Loopio may in its discretion and at no cost to Customer (i) modify the Loopio Solution so that it no longer infringes or misappropriates third-party intellectual property rights, (ii) obtain a license for Customer's continued use of the Loopio Solution in accordance with this Agreement, or (iii) terminate the applicable Order Form for the Loopio Solution upon written notice and refund to Customer any prepaid Fees covering the remainder of the term of such Order Forms after the effective date of termination. Section 10.1 and 10.2 states Loopio's sole liability to, and Customer's exclusive remedy, in respect of any Infringement Claim.
- 10.3. **Customer's Indemnity to Loopio.** Customer will defend, indemnify and hold harmless Loopio and its Affiliates, employees, officers, directors, agents, successors and assigns, at Customer's own expense, against any and all third party liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with (i) Customer's Content, (ii) Customer's violation of any third party rights (including third party intellectual property rights and/or privacy rights); and (iii) Customer's use of the Loopio Solution contrary to the restrictions set out in Section 2.4.
- 10.4. **Indemnification Procedures.** The indemnification obligations in Section 10.1 and 10.3 apply provided that (i) the indemnified Party has promptly notified indemnifying Party in writing of such claim and indemnifying Party is not prejudiced by any delay by indemnified Party, (ii) indemnifying Party shall have full control over the defense of the claim, provided that any settlement or resolution entered into by indemnifying Party shall not require any admission of liability or any payment by indemnified Party, (iii) indemnified Party has not made any admission against indemnifying Party's interests and has not agreed to any settlement of any claim or demand without indemnifying Party's consent, and (iv) indemnified Party shall cooperate with indemnifying Party in the defense of the claim, at indemnifying Party's expense.

11. WARRANTIES

- 11.1. **Mutual Warranties.** As of and at all times following the Effective Date, each Party represents and warrants to the other Party that:
- (i) it has full power and authority to enter into and fulfil its obligations under the Agreement;
 - (ii) its performance under the Agreement will not violate any agreement with or rights of any third party;
 - (iii) it has not in any material respect knowingly violated any Applicable Law that would impair the rights granted to the Parties under this Agreement;
 - (iv) It has not received or been afforded any illegal bribe, kickback, or thing of value from an employee or agent of the other Party in connection with this Agreement (reasonable gifts and entertainment provided in the ordinary course of business do not violate this section);
 - (v) it has not and will not violate, or cause the other Party to violate any applicable anti-corruption or anti-money laundering laws in jurisdictions in which either Party does business, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and it has effective controls that are sufficient to provide reasonable assurances that violations or applicable anti-corruption, sanctions, and anti-money laundering laws and regulations will be prevented;
 - (vi) any applicable sanctions laws, including without limitation all laws, regulations and Executive Orders administered by the Corruption and Foreign Public Officials Act, the U.S. Treasury Department Office of

Foreign Assets Control, the United Nations Security Council, Her Majesty's Treasury, the European Union, or any other jurisdiction that has or will in the future issue a restrictive trade law to the Party;

(vii) and it has effective controls that are sufficient to provide reasonable assurances that violations or applicable anti-corruption, sanctions, and anti-money laundering laws and regulations will be prevented; and

(viii) It has not directly, or indirectly, taken any action in violation of any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable Canadian, United States or other foreign laws;

11.2. **Additional Loopio Warranties.** Loopio hereby represents and warrants that (i) the Loopio Solution will comply in all material respects with the Documentation, and (ii) the Professional Services will be performed in a professional and workmanlike manner. All warranty claims under (ii) must be reported to Loopio within thirty (30) days of the provision of the related Professional Services. The warranty set forth in this Section does not apply upon any of the following: (a) any change, addition, deletion or other modification was made to any deliverables provided by Loopio, except as specifically authorized in writing by Loopio; and (b) Customer's failure to report a deficiency within the specified warranty period. Upon a valid deficiency claim by Customer, Loopio shall remedy the deficiency within a commercially reasonable period of time and failing that, Loopio shall refund all Professional Services Fees paid by Customer and attributable to the deficiency giving rise to the warranty claim. The foregoing remedies are Loopio's sole obligation and Customer's sole remedy in the event of a valid warranty claim under Section 11.2.

11.3. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET OUT IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND LOOPIO DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CLAIMS OR REPRESENTATIONS OF ANY KIND, INCLUDING WARRANTIES AND CONDITIONS ARISING FROM MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, COMPLETE AND ERROR-FREE.

12. LIMITATIONS OF LIABILITY

12.1. **Limitations of Liability.** Except for gross negligence and wilful misconduct, to the maximum extent permitted by Applicable Law, in no event will either Party's (including its licensors and subcontractors) total aggregate liability to the other Party arising out of or related to the Agreement, whether in contract, tort or under any other theory of liability, exceed the total amount paid by Customer in the 12 months preceding giving rise to the claim. Notwithstanding the foregoing, either Party's total aggregate liability for a Party's breach of Section 4 (Privacy), Section 6 (Confidentiality), Section 7 (Information Security) and Section 10 (Indemnification) will not exceed two (2) times the total amount paid by Customer hereunder in the twelve (12) months preceding the incident giving rise to the claim.

12.2. **Exclusion of Damages.** To the maximum extent permitted by Applicable Law, neither Party nor any of its Affiliates, licensors or subcontractors will have any liability to the other or any other Person or entity under the Agreement for (i) any indirect, reliance, incidental, special, punitive, exemplary or consequential damages, or (ii) loss of revenue or profit, loss of or damage to data, business interruption, replacement or recovery costs (whether direct or indirect losses); in each case, whether arising from contract, equity, tort (including negligence or strict liability) or any other theory of liability, even if a Party has been advised of the possibility of such damages, or they are foreseeable.

13. INSURANCE

13.1. During the Subscription Term, Loopio shall maintain in full force and effect the following insurance coverage:

(i) employer's liability insurance in an amount not less than CAD \$5,000,000;

(ii) a commercial general liability policy (including contractual liability and personal injury coverages) with aggregate limits of not less than CAD \$5,000,000; and

(iii) a professional errors and omissions policy with aggregate limits of not less than CAD \$10,000,000.

13.2. The underwriter(s) of all insurance policies must have an AM Best's rating of "A" or higher. Loopio shall upon written request by Customer, Loopio shall provide Customer with a certificate of insurance evidencing the above coverage limits.

14. GENERAL TERMS

- 14.1. **Notices.** All notices required under this Agreement shall be given to either Party at the business address or email address set forth in an Order Form, with a copy to any individual with whom the Parties typically communicate. For Loopio, this includes sending a copy of the notice to legal@loopio.com. Customer will notify Loopio in writing of any changes to its contact for notices purposes.
- 14.2. **Independent Contractors.** This Agreement does not create a partnership, agency, franchise, joint venture or employment relationship between the Parties. Loopio's relationship with Customer is that of an independent contractor and neither of the Parties will have, or will represent to any third party that it has, any authority to act on behalf of the other Party.
- 14.3. **Logos.** Customer hereby grants Loopio the right to list Customer as a customer and use Customer's logo for Loopio's promotional and marketing use during the Subscription Term.
- 14.4. **Force Majeure.** Except for confidentiality obligations or payment, neither Party will be liable for any delays or failure to perform its obligations under this Agreement attributable to circumstances beyond its reasonable control including but not limited to acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays. The affected Party agrees to use commercially reasonable efforts to address and mitigate the impact of such Force Majeure Event and continue performance to the extent reasonably possible under the circumstances.
- 14.5. **Construction.** The headings of sections of this Agreement are for reference purposes only and have no substantive effect.
- 14.6. **Severability.** If any term or provision hereof be deemed unlawful, invalid, void or unenforceable by a court of competent jurisdiction, either in its entirety or in a particular application, the remainder of this Agreement will nonetheless remain in full force and effect and the invalid, void or unenforceable portion will be severed from the Agreement.
- 14.7. **Dispute Resolution.** The Parties shall attempt in good faith to negotiate any disputes that arise out of or in connection with this Agreement. Such efforts shall involve the escalation of the dispute to senior leadership members of each Party.
- 14.8. **Applicable Law and Venue.** This Agreement and any action related thereto shall be governed by and construed in accordance with the following:
- 14.8.1. In the case where the Customer is an entity existing under the laws of any state of the United States of America, the laws in force in the State of New York and the federal laws of the United States of America applicable therein and the Parties hereby agree to submit to the exclusive jurisdiction of the courts or the State of New York without giving effect to any conflict of laws principles;
- 14.8.2. In the case where the Customer is an entity existing under the laws of England and Wales, the laws in force in England and Wales applicable therein and the Parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales; or
- 14.8.3. In all other cases, the laws in force in the Province of Ontario and the federal laws of Canada applicable therein, and the Parties hereby agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario without giving effect to any conflict of laws principles.
- The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Agreement. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Agreement.
- 14.9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations or other communications, whether written or oral, including any non-disclosure and pilot agreements, as it relates to the Services. This Agreement may be modified by written agreement of the Parties or by Loopio to the extent permitted by this Agreement.
- 14.10. **Waiver.** Neither Party's failure to exercise or enforce any right or provision under this Agreement will constitute a waiver of such right or provision.
- 14.11. **Assignment.** Neither Party may assign any part of the Agreement or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's

consent in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of the Party so long as such assignment is not to a competitor of the other Party. In the event any assignment is to a competitor of the other Party, the other Party has the right to promptly terminate the Agreement and provide or receive (as the case may be), a prorated refund of prepaid Fees from the date of termination. Any assignment in violation of this Section will be void. The Agreement will enure to the benefit of, and be binding upon, each of us and each of our permitted successors and assigns.

- 14.12. **Order of Precedence.** To the extent of any conflict or inconsistency between this Master Services Agreement and the Order Form, the Order Form will prevail to the extent of such conflict or inconsistency.
- 14.13. **Survival.** The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason: Section 1 (Definitions), Section 3 (Ownership), Section 6 (Confidentiality), Section 7 (Information Security), Section 8 (Fees and Payment), Section 9.6 (Offboarding), Section 10 (Indemnification), Section 11 (Warranties), Section 12 (Limitations of Liability), and Section 14 (General).
- 14.14. **Electronic Execution.** This Agreement may be executed in one or more counterparts (including electronically), each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

SCHEDULE 1

DEFINITIONS

1. Defined Terms

- 1.1. **“Affiliate(s)”** means any legal entity which directly or indirectly controls, is controlled by or is under common control with another legal entity. Where “control” is defined as the direct or indirect ownership of stock or other interests entitled to elect a majority of the board of directors or other governing body of an entity, or the direct or indirect ownership of more than (50%) of the equity or profit interests in such entity.
- 1.2. **“Agreement”** means this Master Services Agreement, the Product Specific Terms, the Order Form, and any addenda, exhibits and/or schedules, as may be updated from time to time and incorporated herein by reference.
- 1.3. **“Applicable Law”** means all applicable provisions of all statutes, laws, rules, regulations, administrative codes, ordinances, decrees, orders, decisions, injunctions, awards judgments or other requirements of any Governmental or Regulatory Authority, including Privacy Laws.
- 1.4. **“Beta Services”** means beta service offerings made available to Customer upon invitation by Loopio.
- 1.5. **“Confidential Information”** means information of a Disclosing Party that the Receiving Party receives in connection with this Agreement, including Personal Data, Customer Content and Loopio Content, and does not include information that is (i) previously known to the Receiving Party prior to disclosure by the Disclosing Party, without any obligation of confidentiality, (ii) publicly known or becomes publicly known through no breach of the Agreement by the Receiving Party, (iii) rightfully received from a third party under no confidentiality obligation with respect to the Confidential Information, or (iv) independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.
- 1.6. **“Customer Content”** means content the Customer provides, creates, stores, and processes through the Loopio Solution.
- 1.7. **“Disclosing Party”** means the Party disclosing Confidential Information to the Receiving Party.
- 1.8. **“Documentation”** means all documentation, online resources, user guides and release notes made available by Loopio to Customer in respect of use of the Loopio Solution, including all amendments and updates thereto.
- 1.9. **“DPA”** means the applicable Data Processing Addendum.
- 1.10. **“Effective Date”** means the earlier of (i) the effective date set out in the initial Order Form, or (ii) the first date on which the Customer accesses the Loopio Solution.
- 1.11. **“Extraction Period”** means the thirty (30) day period following the date of termination or expiration of this Agreement.
- 1.12. **“Fees”** means the fees set out in an applicable Order Form.
- 1.13. **“Governmental or Regulatory Authority”** means any national, provincial, state, county, municipal, quasi-governmental or self-regulatory department, authority, organization, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown corporation, or court or other law, rule, or regulation-making entity having jurisdiction over Loopio, Customer, or any other Person, property, activity, event or other matter in connection with or related to the Agreement, including subdivisions of, political subdivisions of and other entities created by, such entities.
- 1.14. **“Infringement Claim”** means a third party claim (including but not limited to damages, recoveries, deficiencies, interest, penalties and legal fees) that the Customer’s use of the Loopio Solution violates, infringes or misappropriates a third-party’s intellectual property right under the Applicable Laws of the United States, Canada, England and Wales, or the European Union.

- 1.15. **“Loopio Solution”** means Loopio’s request for proposals and security questionnaire response software-as-a-service platform, together with all Documentation.
- 1.16. **“Loopio Content”** means (i) usage data, performance data, technical data, set-up and configuration data, and other anonymized and aggregated data associated with Customer’s use of the Loopio Solution or the performance of the Agreement, (ii) data, information, statistics, results, feeds, graphs, analysis and reports computed and generated by or from the Loopio Solution, and (iii) information, metrics, logs, inventory reports and issues identified regarding the Loopio Solution.
- 1.17. **“Non-Loopio Services”** means other applications or services that are not provided by Loopio.
- 1.18. **“Order Form”** means Loopio’s order form, invoice, or other form of ordering document which includes an itemized bill of Services to be provided by Loopio to Customer and any applicable fees to be paid by the Customer.
- 1.19. **“Party”** means Loopio or the Customer, and **“Parties”** means both Loopio and the Customer.
- 1.20. **“Person”** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, or Governmental or Regulatory Authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.
- 1.21. **“Personal Data”** means information about an identifiable individual that is transferred by Customer to Loopio pursuant to this Agreement.
- 1.22. **“Product Specific Terms”** means the additional product-related terms that apply to Customer’s access to the Loopio Solution and which form part of the Agreement and can be found at <https://loopio.com/legal/product-terms/>.
- 1.23. **“Professional Services”** means services provided by Loopio to Customer including but not limited to onboarding services, Customer Content migration, manual formatting and any other services agreed to by the Parties.
- 1.24. **“Privacy Laws”** means any applicable privacy, personal data protection, or other similar laws.
- 1.25. **“Receiving Party”** means the Party receiving Confidential Information from the Disclosing Party.
- 1.26. **“Services”** means the provision of the Loopio Solution and the Professional Services provided by Loopio to the Customer.
- 1.27. **“Subscription Term”** means the term set out in an applicable Order Form.
- 1.28. **“Support Services”** means the support services that Loopio will provide to Customer in relation to the Loopio Solution, as set out in the [Support Services Addendum](#).
- 1.29. **“Third Party Networks”** means networks not owned, operated or controlled by Loopio, including the internet.
- 1.30. **“User”** means an individual authorized by Customer to access and use the Customer’s instance of the Loopio Solution.