



## MASTER SERVICES AGREEMENT

**Last Updated: May 2024**

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 and Professional Services.

THIS AGREEMENT TAKES EFFECT AS OF THE EFFECTIVE DATE AND BY ACCESSING THE SERVICES, 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 Services.** Subject to this Agreement and Customer’s payment of all applicable Fees, Loopio grants to Customer the right to access the Services for the Subscription Term. Loopio further agrees to extend the benefit of this Agreement to Customer’s Affiliates provided that Customer shall assume all performance obligations of its Affiliates’ use of the Services.

2.2. **Professional Services.** Subject to this Agreement and Customer’s 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 Services, 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 Services, 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 access the Services 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 Services only in accordance with this Agreement and shall not:

(i) license, sublicense, sell, resell, lease, transfer, assign, distribute, time-share or otherwise make available or give access to the Services to any third party except Users;

(ii) modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Services or Loopio Content, except as expressly permitted in writing by Loopio or pursuant to Applicable Law;

(iii) access (or attempt to access) any of the Services by any means other than through the User login information provided by Loopio;

(iv) cause interference with the Services’ 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 Services or the receipt of services by our other customers; 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 Services;

(v) access, or permit the access to the Services 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;



(vi) 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;

(vii) access the Services in order to build a competitive solution or service; or

(viii) remove any proprietary notices, labels, or marks from the Services.

2.5. **Notification.** Customer will immediately notify Loopio if Customer becomes aware of a breach of the User Restrictions set out above.

2.6. **GenAI Functions.** The GenAI Functions are available to the Customer at its sole discretion and the Customer agrees to use the GenAI Functions in accordance with these terms.

2.6.1. **Input/Output.** Loopio together with any Third Party GenAI Provider will only use Customer Content as necessary to provide the GenAI Functions. Loopio shall not and will not permit the Third Party GenAI Provider to share or use Customer Content to train or improve the GenAI Functions.

2.6.2. **License Restrictions.** Customer is responsible for evaluating and ensuring the accuracy of any output as appropriate for its use case, including by using human review of the output. Customer acknowledges and agrees that due to the nature of the GenAI Functions, output may not be accurate or reliable. Customer shall be solely responsible for any decision or action that the Customer may take with respect to the generation, review, approval, and use of any output. Where appropriate and in accordance with Applicable Law, the Customer shall identify output as having been generated using artificial intelligence.

2.6.3. **Third Party Usage Policies.** The GenAI Functions are powered by technology provided by the Third Party GenAI Provider. The rights granted herein are also subject to the restrictions set out in the usage policies maintained by such third party. Customer agrees that it will comply with and not violate or allow any other party to violate such policies:

Third Party GenAI Provider	Usage Policies
OpenAI, LLC	<a href="https://openai.com/policies/usage-policies">https://openai.com/policies/usage-policies</a>

2.6.4. **Termination.** Customer may disable its use of the GenAI Functions at any time by contacting Loopio. Loopio may disable, terminate or suspend Customer’s use of the GenAI Functions in the event Customer commits any material breach of this Section 2.6 (including the third-party safety and usage policies) and fails to remedy that breach (if capable of remedy) within five (5) business days after written notice of breach.

2.7. **Third-Party Services.** Customer may choose, at its own discretion, to integrate, connect, or interoperate the Services 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 acknowledges 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 Services due to the Non-Loopio Services.

2.8. **Beta Services.** Customer may choose, at its own discretion, to participate in Beta Services or other early-stage Loopio services which are optional for Customer to use. The Beta Services are not generally available and may contain bugs, errors, or defects, and are provided “as is” and “as available” without warranty of any kind. Customer or Loopio may terminate Customer’s access to Beta Services at any time. 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. Beta Services are for evaluation purposes only and are not considered “Services” as defined in this Agreement. Customer may, at its own discretion or as part of its participation in Beta Services, provide Loopio with feedback regarding the Services or Beta Services. Loopio acknowledges any feedback provided by the Customer regarding the Services or Beta Services 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 the Services. 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 Services (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 Services and Loopio Content. All rights not expressly granted by Loopio under the Agreement are reserved.

### 4. PRIVACY

- 4.1. **Privacy Statement.** In order to make the certain offerings available to the Customer, Loopio may require User's Personal Data, which shall be limited to User's business contact information. Such information will be treated in accordance with Loopio's Privacy Policy, available at: <https://loopio.com/privacy/> (as may be updated from time to time) or an applicable DPA.
- 4.2. **Personal Data.** The primary purpose of the Services 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 Services. To the extent that Customer uploads Personal Data into the Services, 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 & MAINTENANCE

- 5.1. **Support Services.** Loopio will provide Support Services for the Services in accordance with the Support Services Addendum, available at <https://loopio.com/legal/support-services/>.
- 5.2. **Service Level Agreement.** Loopio will provide, operate, and maintain the Services in accordance with the Service Level Agreement, available at: <https://loopio.com/legal/SLA/>.
- 5.3. **Maintenance and Upgrades.** Customer acknowledges that the Services is made available to Customer as a software-as-a-service and as-is and as-available. Loopio may perform maintenance or provide upgrades to the Services 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 Services. Loopio will 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 Services. Loopio will schedule such maintenance during a time period that is least disruptive to all of its customers. The availability of new features or functionalities for the Customer will depend on its 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 & 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, available at: <https://loopio.com/legal/infosec-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. Except as otherwise set out in this Agreement and as a result of Loopio’s 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 of undisputed Fees, Loopio shall give written notice to the Customer indicating that the Customer has failed to pay such Fees and the Customer shall arrange for immediate payment. If the Customer fails to cure the outstanding payment within ten (10) days of Loopio’s written notice, interest shall be payable at the rate of 1.5% (one and a half 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% (ten percent) 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 Applicable 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 Services 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 Services.** The Subscription Term for Customer’s access to the Services 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 Services (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 and Loopio shall provide notice of such 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 thirty (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 Services 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 Services 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 of the Services in violation of or inconsistent with this Agreement or the Documentation, including but not limited to combining the Services with any other application, product or service not provided by Loopio, or (ii) Customer's failure to promptly implement and use corrections or enhancements to the Services that was made available by Loopio.
- 10.2. **Remedy.** In the event of an Infringement Claim, or if Loopio reasonably believes the Services 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 Services so that it no longer infringes or misappropriates third-party intellectual property rights, (ii) obtain a right for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate the applicable Order Form for the Services 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 violation of any third party rights (including third party intellectual property rights and/or privacy rights) and (ii) Customer's use of the Services 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) it has not and will not violate 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 Services 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 this Section.

11.3. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET OUT HEREIN, ALL OFFERINGS 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 willful 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. All insurance policies will be underwritten by insurer(s) with an AM Best's rating of "A" or higher. 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](mailto: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 is 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 & 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, or within the European Union, 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 Loopio's provision of all services to the Customer. 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 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 an entity.
- 1.2. **“Agreement”** means this Master Services Agreement, any product specific terms agreed to by the Parties, the Order Form, and any addenda, exhibits and or schedules referenced herein, 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 Services, including any input or output generated and returned by the GenAI Functions.
- 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 Services, including all amendments and updates thereto.
- 1.9. **“DPA”** means the applicable Data Processing Addendum.
- 1.10. **“Effective Date”** means the earliest to occur of (i) the effective date of the initial Order Form that references this MSA or (iii) the date Customer first accesses the Services.
- 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. **“GenAI Functions”** means certain features and functionality within the Services that make use of generative artificial intelligence, or other similar technology capable of generating text or other media.
- 1.14. **“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.
- 1.15. **“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 Services 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.
- 1.16. **“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 Services or the performance of

the Agreement, (ii) data, information, statistics, feeds, graphs, analysis and reports computed and generated by or from the Services, and (iii) information, metrics, logs, inventory reports and issues identified regarding the Services.

- 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 and/or Professional 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. **“Professional Services”** means all professional services provided by Loopio to Customer including but not limited to onboarding services, Customer Content migration, manual formatting, any other professional service offerings provided by Loopio and as set out in an Order Form.
- 1.23. **“Privacy Laws”** means any applicable privacy, personal data protection, or other similar laws.
- 1.24. **“Receiving Party”** means the Party receiving Confidential Information from the Disclosing Party.
- 1.25. **“Services”** means any service offering by Loopio, as set out in an Order Form, including but not limited to the response management platform, the Salesforce integration, RFP templates, and related GenAI Functions, and together with all current and future features, functionalities, subscription add-ons, enhancements or any other offerings made available by Loopio to the Customer, including applicable Documentation.
- 1.26. **“Subscription Term”** means the term set out in an applicable Order Form.
- 1.27. **“Support Services”** means the support services that Loopio will provide to Customer in relation to the Services, as set out in the [Support Services Addendum](#).
- 1.28. **“Third Party GenAI Provider”** means the third party licensors set out in Section 2.6.3
- 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 the Customer’s instance of the Services.