



MASTER SERVICES AGREEMENT

Last Updated: June 2025

This Master Services Agreement (this “**Agreement**”) is entered into by Loopio Inc., a Canadian Corporation (“**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. Customer may extend the benefits of this Agreement to its Affiliates, provided that Customer remains responsible for their compliance and performance obligations of this Agreement.
- 2.2. **Professional Services.** Subject to this Agreement and Customer’s payment of all applicable Fees, Loopio will provide the Professional Services as specified in the applicable Order Form or statement of work. Loopio may engage subcontractors with prior written notice to the Customer. In doing so, Loopio shall (i) comply with all Applicable Laws, (ii) conduct appropriate due diligence, and (iii) ensure subcontractors are bound by suitable written agreements. Loopio remains fully responsible for all subcontractor actions and omissions as if they were its own.
- 2.3. **User IDs.** To access the Services, Customer must register and create accounts for one (1) or more Users by providing their name, email address, and login information. Customer is responsible for all User activity under this Agreement and shall not allow Users to share login credentials or create generic User IDs for multiple individuals. Access to and use of the Services must comply with the use details set out in an Order Form. Loopio reserves the right to review this usage, and additional fees (at Loopio’s then-current rates) may apply if Customer’s usage exceeds permitted limits.
- 2.4. **User Restrictions.** Customer shall access the Services only as permitted under this Agreement and shall not:
- (i) sublicense, sell, lease, transfer, assign, distribute, or otherwise provide 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 authorized in writing by Loopio or as required by Applicable Law;
 - (iii) access the Services by any means other than the User login credentials provided by Loopio;
 - (iv) interfere with network operations, bypass security controls, or tamper with the Services or other Loopio customers’ access;
 - (v) deploy malware, automated scripts, or harmful code designed to disrupt, damage, or disassemble the Services;
 - (vi) use or permit access to the Services in violation of this Agreement, Applicable Law, or third-party rights, including privacy and intellectual property rights;

(vii) store or process sensitive Personal Data as defined under applicable Data Protection Laws, such as health information, social security numbers, or credit card details;

(viii) access the Services to develop a competing solution;

(ix) use the GenAI Functions in a way that materially causes an undue burden on the Services, including continuous, automated or high-volume use of the GenAI Functions that negatively affects system performance or experience of other customers, including but not limited to using the GenAI Functions via API, bot or other non-human means;

(x) intentionally exploit or manipulate the GenAI Functions to violate the user restrictions set out in this Section; or

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

2.5. Notification. Customer will immediately notify Loopio upon becoming aware of a breach of the User Restrictions set out above.

2.6. GenAI Functions. Customer may enable the GenAI Functions at its sole discretion and may disable them by contacting Loopio's Support Team.

2.6.1. Input/Output. Loopio will use Customer Content solely to provide and support the GenAI Functions and to meet its obligations under this Agreement. Loopio will not permit the Third-Party GenAI Providers to use Customer Content for training purposes.

2.6.2. License Restrictions. Customer is responsible for evaluating and ensuring the accuracy of GenAI output, including through human review. Customer acknowledges that due to the nature of GenAI, output may be inaccurate or unreliable. Customer assumes sole responsibility for any decisions or actions related to the generation, review, approval, and use of such output.

2.6.3. Third Party Usage Policies. The GenAI Functions rely on technology provided by Third Party GenAI Providers. Customer acknowledges that both input and output will be shared with and processed by these providers to enable use of the GenAI Functions. Loopio's [Subprocessor List](#) includes further information about the GenAI Providers and the purpose of processing. Customer's rights to use the GenAI Functions are subject to the applicable usage policies of these respective providers.

2.7. Third-Party Services. Customer may, at its own discretion, integrate or connect the Services with Non-Loopio Services. By doing so, Customer grants Loopio permission to share and inter-operate Customer Content with the Non-Loopio Services, as directed by Customer. As between Customer and Loopio, Customer acknowledges that: (i) Customer assumes 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 will have no liability, and Customer will not be relieved of any obligations under this Agreement or entitled to a refund, due to non-performance of the Services due to the Non-Loopio Services.

2.8. Beta Services. The Customer may, at its discretion, opt to participate in Beta Services or other early-stage Loopio services, which are optional and not generally available. Beta Services may contain bugs, errors, or defects and are provided "as is" and "as available" without any warranty. Either Customer or Loopio may terminate Customer's access to Beta Services at any time. Loopio will not be liable for any damages related to the use of Beta Services, except for losses that cannot be legally limited or excluded under Applicable Law. If applicable, Loopio will inform the Customer of any additional terms and conditions for Beta Services. Beta Services are for evaluation purposes only and are not considered "Services" under this Agreement. The Customer may, at its discretion, provide feedback to Loopio regarding the Services or Beta Services on an as-is and without warranty basis. Loopio may use or incorporate this feedback in its offerings without payment or attribution to Customer.

3. OWNERSHIP AND CONTENT

3.1. Customer Content. As between Customer and Loopio, Customer retains all intellectual property rights in and to the Customer Content. Customer 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 solely for purposes of providing, optimizing and supporting the Services. For clarity, any reports generated and delivered through the Services to Customer, excluding the underlying intellectual property, are considered Customer Content.

Except as otherwise permitted in this Agreement or to authorized sub-processors Loopio will not provide access to or sell Customer Content to any other third-party. Except for the rights and licenses granted herein, Loopio acknowledges that Customer owns any and all intellectual property rights in and to the Customer Content. All rights not expressly granted by Customer herein are reserved.

- 3.2. **Loopio Content.** As between Customer and Loopio, Loopio retains all intellectual property rights in the Services (including all current and future features and improvements) and Loopio Content. Except for the rights and licenses granted herein, Customer acknowledges that Loopio owns any intellectual property rights in and to the Services and Loopio Content. All rights not expressly granted to Customer are reserved by Loopio.

4. **PRIVACY**

- 4.1. **Privacy Statement.** To provide certain offerings, Loopio may require User's Personal Data, limited to business contact information. Such data will be handled in accordance with Applicable Law, 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 third-party Personal Data uploaded by Customer. Loopio does not actively access, monitor, process or modify such data except as requested by Customer in connection with the Support Services or as part of the automated processing performed by the Services. Loopio will process Personal Data solely for contract management purposes, including but not limited to contract creation, execution, administration, and compliance. This processing is necessary to fulfill Loopio's contractual obligations and ensure efficient service delivery. To the extent that Customer uploads Personal Data into the Services, Customer is responsible for ensuring compliance with all Applicable Laws, including providing all necessary notices, obtaining all necessary consents, and confirming authority to provide such 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/>. Customer acknowledges that Loopio may require access to their instance of the Services, including Customer Content, solely for the purposes of performing Support Services and troubleshooting reported issues. To enable the necessary troubleshooting, Customer will be asked to opt in to granting such access. Any access provided will be limited in scope and duration to what is strictly necessary for resolving the identified technical issue.
- 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 are made available as a software-as-a-service on an "as-is" and "as-available" basis. Loopio may, from time to time, perform maintenance or provide upgrades to enhance features, improve functionality, fix bugs, correct errors or modify the Services in a way that does not materially alter its core functionality. Loopio will provide Customer with 48 hours' advance notice prior to performing any scheduled maintenance or upgrades that may result in the temporary unavailability of the Services. Such maintenance will be scheduled during a time that minimizes disruption for all customers. Access to new features or functionalities will depend on the Customer's current subscription plan.

6. **CONFIDENTIALITY**

- 6.1. **Obligation to Protect Confidential Information.** The 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. The Receiving Party will protect and safeguard the Disclosing Party's Confidential Information with at least the same degree of care it applies to its own Confidential Information, but in no event with 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 in response to a request from a Governmental or Regulatory Authority or as otherwise required by Applicable Law. Except where prohibited by Applicable Law, the Receiving Party must first notify the Disclosing Party notice of the compelled disclosure and use commercially reasonable efforts to provide the Disclosing Party with an opportunity to take any actions it deems appropriate to challenge, contest or seek a protective order regarding the disclosure. Thereafter, the Receiving Party may disclose the applicable Confidential

Information only to the extent required by the Governmental or Regulatory Authority or Applicable Law, and subject to any protective order that governs such disclosure.

- 6.3. Equitable Relief.** The Receiving Party acknowledges that any unauthorized disclosure or use of the Disclosing Party's Confidential Information may cause irreparable harm and significant injury to the Disclosing Party. As a result, 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 provided 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.
- 7.2. Digital Operational Resilience (DORA)**
- 7.2.1. Compliance.** Loopio shall comply with all Applicable Laws, including DORA and any other regulatory requirements that apply to ICT third-party providers.
- 7.2.2. Locations.** Loopio shall supply the Services, which also includes processing or storing Customer Content, from the following locations: (i) Canada, (ii) USA, (iii) United Kingdom, and (iv) India. Loopio shall provide at least thirty (30) days advance notice to the Customer of any changes to the above locations.
- 7.2.3. ICT Incident.** Loopio shall promptly notify the Customer, and in no event later than forty-eight (48) hours after becoming aware of any material ICT Incident that significantly impacts the availability, performance, or security of the Services. The notification shall include: (i) a description of the incident, including its nature and impact, and (ii) the measures taken or proposed to be taken to mitigate the incident. Loopio shall provide commercially reasonable assistance to Customer in connection with the investigation and resolution of the ICT-related Incident.
- 7.2.4. Security Awareness Training.** Loopio shall ensure that all Loopio personnel with access to Customer Content participate in appropriate security awareness and operational resilience training. Training shall be completed annually and updated as regulations evolve.
- 7.2.5. Regulatory Cooperation.** Loopio shall cooperate with Regulatory Authorities in connection with audits or inquiries related to the Services, provided that such cooperation is limited to the extent necessary to comply with applicable laws and does not compromise Loopio's proprietary information, security measures, or third-party contractual obligations.
- 7.2.6. Critical ICT Provider Obligations.** If designated as a critical ICT third-party provider, Loopio shall comply with all oversight requirements, including facilitating audits and providing information to the designated oversight body.

8. FEES AND PAYMENT

- 8.1. Fees & Taxes.** The 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 are 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 will accrue 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, Loopio will issue a renewal Order Form based on the then-current Fees, provided that such Fees shall not increase by more than 10% (ten percent) compared to the Fees for the previous Subscription Term for the same Services as outlined in the applicable Order Form. Loopio will provide the Customer with thirty (30) days' prior written notice before issuing the renewal 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 incur an additional 2.4% fee, or the maximum rate permitted by Applicable Law, whichever is lower.
- 8.4. Purchase Order.** If the Customer requires a purchase order number 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 this Agreement.** This Agreement is effective from the Effective Date and will remain in effect until the last day of the Subscription Term of the final Order Form executed by the Parties, unless terminated earlier in accordance with this Agreement.
- 9.2. Subscription & 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 the Order Form, the Subscription Term will automatically renew for successive twelve (12) month periods, unless Customer notifies Loopio of its intention not to renew. Such notice must be provided to Loopio at least thirty (30) days prior to the expiration date of the applicable Order Form.
- 9.3. Suspension.** Without limiting Loopio's other rights and remedies under this Agreement, Loopio may, at its reasonable discretion, suspend Customer's access to the Services: (i) after providing ten (10) days written notice of an overdue payment, until all outstanding amounts are paid in full, or (ii) if Loopio reasonably believes Customer has violated Section 2.4 of this Agreement, in which case Loopio will 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 to cure such breach within thirty (30) days after receiving notice of breach. Notwithstanding the foregoing, a Party may terminate this Agreement for cause with immediate effect if such breach is not capable of remedy, or in the event of the other Party's suspension of business, insolvency, institution of bankruptcy, or liquidation proceedings, either by or against the other Party.
- 9.5. Effect of Termination.** In addition to Section 9.4, upon expiration of this Agreement, the 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. If Loopio terminates this Agreement for Customer's material breach under 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 have the right to extract Customer Content from the Services during the Extraction Period. After the Extraction Period ends, Loopio will 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 arises from Customer's use or modification of the Services in violation of this Agreement or the Documentation.
- 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, at its discretion and at no cost to Customer: (i) modify the Services to eliminate the infringement or misappropriation, (ii) obtain a right for the Customer to continue using the Services in accordance with this Agreement, or (iii) terminate the applicable Order Form upon written notice and refund to Customer any prepaid Fees covering the remainder of the

Subscription Term after the effective date of termination. Sections 10.1 and 10.2 outline Loopio's sole liability and the Customer's exclusive remedy with respect to 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 intellectual property and privacy rights, and (ii) Customer's use of the Services in violation of 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 promptly notifies the indemnifying Party in writing of the claim and indemnifying Party is not prejudiced by any delay, (ii) indemnifying Party has full control over the defense of the claim, provided that any settlement or resolution entered into by indemnifying Party does 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 without indemnifying Party's consent, and (iv) indemnified Party cooperates with indemnifying Party in the defense of the claim at the indemnifying Party's expense.

11. WARRANTIES

11.1. Mutual Warranties. As of the Effective Date and at all times thereafter, 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 this Agreement;

(ii) its performance under this 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 offered 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 conducts business, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, and it has implemented effective controls to ensure compliance with Applicable Laws;

(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, His Majesty's Treasury, the European Union, or any other jurisdiction that has or will in the future issue a restrictive trade law;

(vii) and it has effective controls in place to reasonably assure compliance with Applicable Laws; 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 represents and warrants that (i) the Services will materially comply with the Documentation, and (ii) the Professional Services will be performed in a professional and workmanlike manner. All warranty claims under Subsection (ii) must be reported to Loopio within thirty (30) days of the provision of the related Professional Services. The foregoing warranty will not apply if: (a) any change, addition, deletion or other modification was made to any deliverables provided by Loopio, except as specifically authorized in writing by Loopio; or (b) the Customer fails 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. If Loopio fails to do so, it will refund the Professional Services Fees paid by Customer that are attributable to the deficiency giving rise to the warranty claim. These remedies are Loopio's sole obligation and Customer's sole remedy for any valid warranty claim.

11.3. DISCLAIMER. EXCEPT AS EXPRESSLY SET OUT HEREIN, ALL OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND LOOPIO DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES,

CLAIMS OR REPRESENTATIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES AND CONDITIONS ARISING OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, COMPLETENESS AND ERROR-FREE OPERATION.

12. LIMITATIONS OF LIABILITY

- 12.1. Limitations of Liability.** Except in the case of gross negligence or willful misconduct, and to the maximum extent permitted by Applicable Law, neither Party (including its licensors and subcontractors) will be liable to the other Party for any claims arising out of or related to this Agreement, whether in contract, tort or under any other legal theory, in an amount that exceeds the total amount paid by Customer in the 12 months preceding giving rise to the claim. Notwithstanding the foregoing, each 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 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 be liable to the other or any other Person or entity under this 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), regardless of whether such damages arise from contract, equity, tort (including negligence or strict liability) or any other legal theory, 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 the following insurance coverage in full force and effect:
- (i) an employer's liability policy with a minimum coverage of 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, including cyber security, policy with aggregate limits of not less than CAD \$10,000,000.
- 13.2.** All insurance policies will be underwritten by insurers with an AM Best's rating of "A" or higher. Upon Customer's written request, Loopio will provide a certificate of insurance evidencing the aforementioned coverage limits.

14. GENERAL TERMS

- 14.1. Notices.** All notices required under this Agreement shall be sent 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. The 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. The relationship between Loopio and the Customer is that of an independent contractor, and neither Party will have, nor represent to any third-party that it has, the authority to act on behalf of the other Party.
- 14.3. Logos.** Customer 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 shall not affect the substantive meaning or interpretation of any provision.

- 14.6. Severability.** If any term or provision hereof is determined by a court of competent jurisdiction to be unlawful, invalid, void or unenforceable, either in its entirety or in a particular application, the remainder of this Agreement shall remain in full force and effect and the invalid, void or unenforceable portion will be severed from this Agreement.
- 14.7. Dispute Resolution.** The Parties agree to make good faith efforts to resolve any disputes arising out of or in connection with this Agreement. These efforts shall include escalating 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 without giving effect to any conflict of laws principles; 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 this 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 this Agreement.
- 14.9. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous agreements, representations or communications, whether written or oral, including any non-disclosure and pilot agreements, in relation to the Services. This Agreement may be modified by written agreement between the Parties.
- 14.10. Waiver.** The failure of either Party to exercise or enforce any right or provision under this Agreement will not be construed as a waiver of such right or provision.
- 14.11. Assignment.** Neither Party may assign any part of this Agreement or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise, without the other Party's prior written consent; however, 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, provided such assignment is not to a competitor of the other Party. If an assignment is made to a competitor, the other Party has the right to terminate this Agreement promptly and receive or provide (as applicable) a prorated refund of prepaid Fees from the date of termination. Any assignment in violation of this Section will be void. This Agreement will inure to the benefit of, and be binding upon, each Party as their permitted successors and assigns.
- 14.12. Order of Precedence.** In the event 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 Data Protection 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. **"Data Protection 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 Supervisory Authority (as amended, consolidated or re-enacted from time to time) governing the Processing or protection of Personal Data, including and without limitation, General Data Protection Regulation, UK Data Protection Laws, FADP, The Personal Information Protection and Electronic Documents Act, and the California Consumer Privacy Act.
- 1.8. **"Disclosing Party"** means the Party disclosing Confidential Information to the Receiving Party.
- 1.9. **"Documentation"** means all user guides and release notes made available by Loopio to Customer in respect of use of the Services, as may be updated from time to time.
- 1.10. **"DPA"** means the applicable Data Processing Addendum.
- 1.11. **"Effective Date"** means the earliest to occur of (i) the effective date of the initial Order Form that references this MSA, (ii) the date of last signature of this MSA, or (iii) the date Customer first accesses the Services.
- 1.12. **"Extraction Period"** means the thirty (30) day period following the date of termination or expiration of this Agreement.
- 1.13. **"Fees"** means the fees set out in an applicable Order Form.
- 1.14. **"GenAI Functions"** means certain features and functionality within the Services that make use of generative artificial intelligence, or other similar technology, capable of generating Customer Content.
- 1.15. **"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.

- 1.16. **“ICT Incident”** means a single event or series of events that adversely affect the functionality, performance, or security of the Services or Customer Content.
- 1.17. **“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.
- 1.18. **“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) the underlying intellectual property of the Services, and (iii) information, metrics, logs, inventory reports and issues identified regarding the Services.
- 1.19. **“Non-Loopio Services”** means other applications or services that are not provided by Loopio.
- 1.20. **“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.
- 1.21. **“Party”** means Loopio or the Customer, and **“Parties”** means both Loopio and the Customer.
- 1.22. **“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.
- 1.23. **“Personal Data”** means information about an identifiable individual that is transferred by Customer to Loopio pursuant to this Agreement.
- 1.24. **“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.
- 1.25. **“Receiving Party”** means the Party receiving Confidential Information from the Disclosing Party.
- 1.26. **“Services”** means any service offering by Loopio, as set out in an Order Form, including but not limited to the response management platform, 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.
- 1.27. **“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 Services, as set out in the [Support Services Addendum](#).
- 1.29. **“Third Party GenAI Provider”** means the third party GenAI providers as set out in the [Subprocessor List](#).
- 1.30. **“Third Party Networks”** means networks not owned, operated or controlled by Loopio, including the internet.
- 1.31. **“User”** means an individual authorized by Customer to access the Customer’s instance of the Services.