

## **AI WorkPlace Terms & Conditions**

**Updated: November 2025**

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This AI WorkPlace Customer Agreement (“Agreement”) is between you (“Customer”) and AI WorkPlace (as defined under Section 15.1) (each a “Party” and together the “Parties”).

Except with AI WorkPlace’s prior written consent, Customer may not access the Products if Customer is a direct competitor of AI WorkPlace. In addition, Customer may not access the Products for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

BY ACCEPTING THIS AGREEMENT, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING OR ACCESSING AI WORKPLACE PRODUCTS, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS. The following terms, when used in this Agreement, have the meanings set forth in this Section 1. Other terms are defined where they are used. Definitions are deemed to refer to the singular or plural, as the context requires. As used herein, “including” means “including without limitation” (and their respective variants).

1.1. “Affiliate” means an entity which directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” includes the power to direct the management or affairs and the ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity;

1.2. “Application Usage Data” means usage and operation data in connection with Customer’s admin users’ use and configuration of the Hosted Services, including query logs and meta data about Customer’s instance of the Hosted Services.

1.3. “Documentation” means the designated final user manuals, handbooks, online materials, specifications or forms made available by AI WorkPlace that describe the features, functionality or operation of the Service and the System.

1.4. “Hosted Services” means the cloud-based solutions made available to Users by AI WorkPlace hereunder, as described in each Order.

1.5. “Laws” means any applicable local, state, provincial, federal or international law or regulation, including privacy laws and associated regulations.

1.6. "Order" means AI WorkPlace's standard product ordering documentation when executed by the Parties.

1.7. "Products" means the Hosted Services together with any software components that may be made available by AI WorkPlace to facilitate the use of the Hosted Services.

1.8. "Security Exhibit" means the applicable security exhibit made available to Customer upon request.

1.9. "Support and Maintenance" means AI WorkPlace's support and maintenance operations.

1.10. "User" means any end-user of the Hosted Services authorized by Customer or its Affiliates to use the Hosted Services in accordance with this Agreement. Users may include, for example, employees, consultants, contractors and agents of Customer or its Affiliates, and website visitors.

2. Scope of the Agreement. The benefit of this Agreement can extend to Customer's Affiliates by Customer distributing the accesses to the Hosted Services to its Affiliates or Customer's Affiliates entering into Orders with AI WorkPlace. In any case, Customer will remain jointly and severally liable for the obligations of the Affiliates under this Agreement. Customer is responsible for compliance with this Agreement by all its Affiliates and Users, and a breach or failure by an Affiliate or a User hereunder will constitute a breach or failure by Customer. When an Affiliate of Customer enters into an Order directly with AI WorkPlace, such Affiliate will be considered "Customer" for all purposes of this Agreement.

If Customer elects to purchase any professional services from AI WorkPlace including for the implementation and optimization of the Hosted Services ("Professional Services"), such Professional Services will be governed by the applicable terms of this Agreement and the terms of any statement of work entered into between the Parties ("SOW"). AI WorkPlace is not responsible for, nor makes any warranties regarding any implementation, configuration, or integration of the Hosted Services performed by any entity other than AI WorkPlace. Any such third-party implementation is undertaken at Customer's sole risk and responsibility.

### 3. Hosted Services Subscription.

3.1.Orders. Each Order signed by AI WorkPlace and Customer is subject to and forms part of this Agreement. AI WorkPlace's Order and Documentation will specify Customer's authorized scope of use for the Hosted Services, which may include number and type of Users, items, queries, storage or capacity, numbers of instances, or other restrictions or billable units (as applicable, "Scope of Use"). If Customer exceeds its Scope of Use, AI

WorkPlace will communicate with Customer and may invoice Customer for additional use pursuant to Section 7 (Additional Use). The term “Order” also includes any purchases that Customers makes to increase or upgrade its Scope of Use. The term of each Hosted Services subscription (“Term”) will be specified in each Order. The Hosted Services are provided on a subscription basis for the Term specified in any applicable Order. Thereafter, Customer's subscription to the Products will automatically renew for successive terms equal in duration to Customer's then-current Term and at AI WorkPlace’s applicable list price in effect at the time of the applicable renewal. The Customer may opt out by sending a written notification to that effect to [info@aiworkplace.ai](mailto:info@aiworkplace.ai) at least thirty (30) business days before the expiration of Customer's then-current Term. If no such notice is received by AI WorkPlace, then Customer's Term will be deemed to have been automatically renewed in accordance with this Section. Customer's Term may also be renewed by entering into a mutually agreed Order, including if Customer wishes to increase its allocated Scope of Use for the Products.

3.2. Access to Hosted Services and the Documentation. AI WorkPlace grants Customer a non-exclusive, non-sublicensable, non-transferable (except as authorized under this Agreement) right to access and use the Hosted Services during the applicable Term in accordance with this Agreement, Customer's permitted Scope of Use and the Documentation. Customer acknowledges that the Hosted Services are online, subscription-based products, and that AI WorkPlace will make improvements and changes to the Hosted Services and Documentation from time to time and provided that no such change will materially reduce the overall security of the Hosted Services. The Hosted Services, their permitted use and the associated entitlements are further described in the Documentation. AI WorkPlace grants Customer a non-exclusive, non-sublicensable, non-transferable (except as authorized under this Agreement), worldwide license to use the Documentation for its internal business purposes in connection with its subscription to the Hosted Services during the applicable Term.

3.3. Credentials. Customer is responsible for the security of its Hosted Services' credentials, including user IDs, passwords and API keys. Customer is responsible for all actions taken using its accounts and credentials, and agrees to promptly notify AI WorkPlace of any unauthorized use of the Hosted Services of which it becomes aware. Subject to the Scope of Use indicated in the applicable Order, credentials may be reassigned by Customer. Customer is responsible for the set up of Users within its Hosted Service and the permissions and access granted to each individual. **Customer is responsible for ensuring all Users set up have been made aware of and follow the Policies as agreed to by the Customer on acceptance of this Agreement.**

3.4. Restrictions. Except as otherwise expressly permitted in this Agreement or in an Order, Customer shall not (a) use the Hosted Services for the benefit of anyone other than Customer or its Affiliates; (b) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party (other than Customer's Affiliate) or use the Products to provide service bureau, timesharing services, or shared processing services other than for its own use; (c) interfere with any license key mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit use; (d) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law; (e) publicly disseminate information regarding the performance of the Products; or (f) use the Products to circumvent the terms and conditions of any agreement binding Customer with a third-party supplier. The above restrictions are material to this Agreement, and Customer's failure to comply with any of them will constitute sufficient cause for termination.

3.5. Removals, Suspension and Changes. AI WorkPlace has no obligation to monitor Customer's use of the Hosted Services, any content uploaded to the Hosted Services, or the security of Customer's credentials (including API keys). Nonetheless, if AI WorkPlace deems such action necessary based on Customer's breach of this Agreement or to protect the security of the Hosted Services, AI WorkPlace may (i) remove Customer Data from the Hosted Services, (ii) suspend access to the Hosted Services, or (iii) remove or disable Customer's credentials. AI WorkPlace will alert Customer before taking such action(s) and, where appropriate, give Customer a reasonable opportunity to cure its breach, but if AI WorkPlace determines that Customer's actions endanger the operation or the security of the Hosted Services or other users (e.g., by way of non-exclusive examples, uploading Restricted Data to the Hosted Services in breach of Section 4.2 or conducting penetration or load testing without AI WorkPlace's prior approval in breach of Section 4.4), AI WorkPlace may take the above-mentioned actions with notice to follow as soon as possible thereafter. Nothing in this section limits AI WorkPlace's ability to make changes required to comply with Laws.

3.6. Software Components. To the extent necessary for Customer's use of the Hosted Services, AI WorkPlace will make available to Customer certain on-prem software components and will grant Customer a non-exclusive, non-sublicensable and non-transferable (other than in accordance with this Agreement) license to install and use the on-prem software components during the applicable Term in accordance with this Agreement, Customer's Scope of Use, and the Documentation. Further, Customer acknowledges that certain components of the Products may be covered by open source

software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses.

#### 4. Customer Data.

4.1. Customer Data. As between the Parties, Customer will retain all right, title, interest and control in and to Customer Data. "Customer Data" means data that is submitted to the Hosted Services by or on behalf of Customer, including information which reflects the use of the Hosted Services by Customer's end-users and specifically excludes Application Usage Data. Customer hereby grants to AI WorkPlace a non-exclusive, non-sublicensable, non-transferable (except as authorized under this Agreement), worldwide, royalty-free licence to use, copy, store, transmit, distribute, display, modify and create derivative works of Customer Data during the applicable Term, as necessary to provide the Hosted Services in accordance with this Agreement and the Documentation. Customer Data will not be used by AI WorkPlace or any third party for training of, or incorporation into any third party's AI models or any AI model which will be used by or for any other AI WorkPlace customer.

4.1.1 AI WorkPlace Generated Data. This Section applies to the output generated by AI WorkPlace based on Customer content uploaded to AI WorkPlace. Queries, prompt context, query context, completions, AI-generated responses, summaries, document analyses, transcriptions, generated images, and other information reflecting the use of AI WorkPlace by Customer's end-users (collectively, "Query Data") shall be considered part of Customer Data, hereinafter collectively referred to as "Customer Data". The protections applicable to Customer Data are applicable to Query Data. AI WorkPlace and its licensors retain all rights, know-how, title and interest, including all intellectual property rights and trade secrets, in the instructions considered by AI WorkPlace, including instructions to the model on (i) the type of completion to generate and how to build it, (ii) how to use Customer Data and how to process the query, and (iii) how to behave to generate a completion. Query Data may be filtered via automated means by AI WorkPlace or a subcontractor in accordance with their content policy. High severity content may be filtered, notably for Customer's and its users' protection.

#### ***Important Disclaimers Regarding AI-Generated Content***

Accuracy and Verification. The Customer is solely responsible for verifying the accuracy, completeness, and appropriateness of any Query Data before using it to make decisions or take action. AI-generated content may contain errors, inaccuracies, or misleading information even when drawing from trusted sources. AI WorkPlace Query Data is provided as a decision-support tool and does not constitute professional advice of any kind, including but not limited to legal, financial, medical, or technical advice.

**Limitations of AI Technology.** Customer acknowledges and agrees that:

- a) Potential for Errors: AI models may generate plausible-sounding but incorrect or nonsensical content, commonly referred to as "hallucinations." AI-generated responses should not be relied upon as factually accurate without independent verification.
- b) No Substitute for Human Judgment: AI-generated content should supplement, not replace, human expertise and professional judgment. Critical decisions should always involve appropriate human review and oversight.
- c) Context Limitations: AI responses are based on the information provided in prompts and may not have access to complete context, recent developments, or organization-specific nuances that could affect accuracy or applicability.
- d) Bias and Limitations: AI systems may reflect biases present in their training data or produce outputs that are inappropriate for specific contexts. Users should review AI-generated content for bias, appropriateness, and alignment with organizational values.
- e) No Guarantee of Completeness: AI-generated summaries, analyses, or recommendations may omit important information or perspectives.

**Prohibited Reliance.** Customer agrees not to:

- a) Rely solely on AI-generated content for decisions that could significantly impact legal rights, financial standing, health, safety, or other critical matters without appropriate professional review;
- b) Use AI-generated content as a substitute for professional services that require licensed practitioners (e.g., legal counsel, medical diagnosis, financial planning, engineering certification);
- c) Present AI-generated content as human-authored without disclosure, where such disclosure would be material to the recipient;
- d) Use AI-generated content in automated decision-making systems that significantly affect individuals without implementing appropriate human oversight and safeguards.

**4.2 Customer Responsibility.** Customer is responsible for:

- a) Implementing appropriate review processes for AI-generated content before use in consequential applications;
- b) Ensuring end-users understand the limitations of AI-generated content;

- c) Maintaining appropriate human oversight of AI-generated outputs;
- d) Complying with all applicable laws and regulations regarding the use of AI systems, including requirements for transparency, fairness, and accountability;
- e) Any consequences arising from the use of AI-generated content, whether reviewed or not.

**No Warranty for AI Outputs.** Without limiting Section 12.3 (Disclaimer), AI WorkPlace makes no warranty regarding the accuracy, reliability, completeness, or fitness for purpose of any AI-generated content. The disclaimers in Section 12.3 apply with full force to all Query Data and AI-generated outputs.

**Indemnification.** Customer's indemnification obligations in Section 14.2 include any claims arising from Customer's use or reliance on AI-generated content, including decisions made based on such content.

**4.2. Customer's Responsibility.** Customer must ensure that its use of Hosted Services, including the content of its Customer Data and the transfer and use of its Customer Data as permitted under this Agreement is at all times compliant with Laws, does not impose data protection or other obligations not covered under this Agreement, and does not violate third-party rights, including any intellectual property rights, privacy rights, or publicity rights. Customer will comply with AI WorkPlace's Acceptable Use Policy available at [www.aiworkplace.ai/policies](http://www.aiworkplace.ai/policies) or a successor URL designated by AI WorkPlace. Unless otherwise agreed by the Parties in an Order, Customer will not submit to the Hosted Services or use the Hosted Services to process any (i) protected health information, including as regulated by the Health Insurance Portability and Accountability Act (as same can be amended, "HIPAA"); (ii) cardholder data, including as protected by the Payment Card Industry Data Security Standard ("PCI DSS"), (iii) sensitive data, including, without limitation, sensitive personal data as defined under applicable privacy laws; or (iv) export-controlled data, including, but not limited to, data subject to the International Traffic in Arms Regulations or destination-based controls imposed by the U.S. Export Administration Regulations. Any information submitted to AI WorkPlace in breach of this Section will constitute "Restricted Data", AI WorkPlace expressly disclaims any liability of any kind that might arise from Restricted Data being submitted to AI WorkPlace without its express consent. Customer also acknowledges that, unless otherwise agreed by the Parties in an Order, the Hosted Services are not HIPAA compliant or PCI DSS certified, and the intention of the Parties is not to have AI WorkPlace act as Customer's Business Associate or subcontractor (as such terms are defined under HIPAA).

4.3. Data Processing Addendum. To the extent applicable under privacy Laws, Customer Data will be processed by AI WorkPlace in accordance with AI WorkPlace's standard data processing addendum available at [www.aiworkplace.ai/policies](http://www.aiworkplace.ai/policies) or a successor URL designated by AI WorkPlace.

4.4. Security. The Customer Data will be protected by the industry standard measures and procedures set out in the Security Exhibit. AI WorkPlace may modify its security measures and procedures from time to time, including to reflect process improvements and changing industry practices, provided that no such change will materially reduce the overall security of the Hosted Services. Customer may not, without the prior written consent of AI WorkPlace's security officer; which consent shall not be unreasonably withheld: (i) conduct security, integrity, penetration, vulnerability or similar testing on the Hosted Services, or (ii) use any Hosted Services tool designed to automatically emulate the actions of a human user (commonly referred to as robots) in conjunction with the Hosted Services.

5. Support and Maintenance. AI WorkPlace will provide the Support and Maintenance services described in the support and service level policy referred to in the applicable Order ("Support and Service Level Policy"). AI WorkPlace may modify the Support and Service Level Policy from time to time, including to reflect process improvements and changing industry practices, provided that no such change will materially reduce the level of Support and Maintenance services initially purchased by Customer.

## 6. Financial Terms.

6.1. Delivery. All deliveries under this Agreement will be electronic. Upon invoicing of the fees due under the applicable Order, AI WorkPlace will deliver the login instructions to the email address specified in the Order or otherwise communicated by Customer in writing.

6.2. Payment. Customer agrees to pay all fees in accordance with each Order. Unless otherwise specified in the Order, Customer will pay all amounts in Canadian dollars within thirty (30) days of receipt of an accurate invoice by AI WorkPlace. If any invoiced amount is not received by the due date, without limiting AI WorkPlace's rights and remedies, (i) those charges may accrue at the rate of 1% per month or the maximum rate permitted by applicable Law, whichever is less and (ii) AI WorkPlace may condition Customer's future subscriptions to payment terms shorter than those provided in this Section. In the event a payment owed by Customer under an accurate invoice is overdue by thirty (30) days or more, AI WorkPlace shall have the further right, at its sole option, to suspend Customer's access to the Hosted Services until payment is made. AI WorkPlace will not exercise its rights under this Section if Customer is disputing the applicable fees reasonably and in



good faith, while cooperating with AI WorkPlace to resolve the dispute. Other than as expressly set forth this Agreement or an Order, all amounts are non-refundable, non-cancelable and non-creditable. To the fullest extent permitted by Law, Customer hereby expressly waives any right to set-off amounts owed under this Agreement or any Order against claims arising under this Agreement or any other agreement between the Parties

6.3. Purchase Orders. If Customer requires a purchase order number on the invoices issued by AI WorkPlace, it will be Customer's sole responsibility to send the purchase order or provide its number to AI WorkPlace before the start date of the applicable subscription. Customer's failure to do so will allow AI WorkPlace to consider that Customer has waived such requirement and to prepare the invoice without any purchase order number. The Parties agree that any terms and conditions included on any purchase order issued by Customer will not apply to or modify this Agreement or the Order.

6.4. Taxes. To the extent that any taxes, duties, levies, or other governmental charges (collectively "Taxes") are payable by or on behalf of AI WorkPlace in connection with the Products, AI WorkPlace will include such Taxes in the invoice, and Customer must pay the amount of such Taxes in addition to any fees owed under this Agreement. If Customer has obtained an exemption from the applicable Taxes at the time they are levied or accessed, Customer will provide AI WorkPlace with the necessary exemption documentation, AI WorkPlace will use commercially reasonable efforts to provide the invoicing documents required to enable Customer to obtain a refund or credit for any such amounts paid if such a refund or credit is available from the relevant authority.

7. Additional Use. If Customer exceeds its Scope of Use during the Term, AI WorkPlace will notify Customer and may invoice Customer for any past or ongoing excess use.

8. Limited Offerings. AI WorkPlace may make available to Customer certain products or services for evaluation and testing purposes, including trials, pilots, proofs of concept, free or developer accounts, pre-release features or beta products (each a "Limited Offering"). Customer's use of a Limited Offering will be subject to this Section. Customer may not use a Limited Offering for competitive analysis or similar purposes. AI WorkPlace may change or discontinue a Limited Offering at any time and for any reason, or choose not to release a Limited Offering into general availability, without any liability to Customer. At the end of the Term of the Limited Offering (as indicated on AI WorkPlace's website, an Order or as otherwise communicated by AI WorkPlace), Customer will immediately cease all use of the Limited Offering. Any data entered into the Limited Offering, and any configuration or customization made to the Limited Offering may be lost. Customer hereby acknowledges that the Limited Offering is provided by AI WorkPlace on an as-is and as-available basis. To the maximum extent permitted by applicable Law, and notwithstanding any other terms of

this Agreement, AI WorkPlace disclaims all obligations or liabilities with respect to the Limited Offering, including any Support and Maintenance, warranties, liabilities and indemnification obligations.

## 9. Ownership and Feedback.

9.1. AI WorkPlace Technology. The Products are made available to Customer on a limited license or access basis. No ownership right is conveyed to Customer, irrespective of the use of terms such as “purchase” or “sale”. AI WorkPlace retains all right, know-how, title and interest, including all intellectual property rights and trade secrets, in and to the Products, their look and feel, any related or underlying technology, and any modification or derivative work created by or for AI WorkPlace (“AI WorkPlace Technology”). The instructions considered by the generative answering tool in the Hosted Services (if included in Customer's subscription), which include what kind of responses to generate, how to handle Customer Data, how to process queries, and how to generate answers, are also considered part of AI WorkPlace Technology.

9.2. Feedback. Customer and its Users may provide comments, information, questions, data, ideas, description of processes, or other information to AI WorkPlace, including in the course of receiving support, maintenance, customer success or other services (“Feedback”). The portion of Feedback used by AI WorkPlace only consists of the content of Customer's comments on AI WorkPlace's Hosted Services, without any Customer Data or Confidential Information. AI WorkPlace may, but is not obligated to, freely use and incorporate any Feedback into its products and services.

9.3. Performance Metrics. Customer hereby acknowledges that AI WorkPlace collects and uses quantitative, transactional and performance data on the use of the Hosted Services in an aggregated form which does not comprise any Customer Data (“Performance Metrics”). AI WorkPlace uses Performance Metrics for its internal business purposes, including to measure and enhance the functionality and operation of the Hosted Services and related products and services, to develop and improve algorithms, models, and other tools for such products and services.

10. Confidentiality. Except as otherwise set forth in this Agreement, each Party agrees that all code, inventions, know-how, business, technical and financial information or any information specifically designated as confidential or that would reasonably be understood to be confidential or proprietary disclosed to such Party (“Receiving Party”) by the disclosing Party (“Disclosing Party”) constitute the confidential property of the Disclosing Party (“Confidential Information”). Any AI WorkPlace Technology, any commercial terms (including pricing) of this Agreement and any Order or SOW (but not the mere existence of

this Agreement) and any performance information relating to the Products shall be deemed Confidential Information of AI WorkPlace without any marking or further designation. Except as expressly authorized herein, the Receiving Party will use (and will ensure that its employees, Affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential or proprietary information of a similar nature) to : (a) prevent the use of any Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement unless authorized by the Disclosing Party and; (b) limit access to the Disclosing Party's Confidential Information to the Receiving Party's Affiliates, employees, agents and contractors who need this access for purposes consistent with this Agreement. The Receiving Party's non disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such Confidential Information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and to the extent legally permissible with advance notice to the Disclosing Party). For clarity, Customer cannot disclose any Confidential Information (including pricing) to any third-party for benchmarking analysis or similar purposes without AI WorkPlace's prior written consent.

## 11. Term and Termination.

11.1. Term. This Agreement will remain in effect for as long as Customer has a valid subscription to the Hosted Services, unless sooner terminated as permitted in this Agreement.

11.2. Termination for Breach. Either Party may terminate this Agreement before the expiration of the Term if the other Party materially breaches any of the terms of this Agreement and does not cure such breach within thirty (30) days after written notice of the breach. Either Party may also terminate the Agreement before the expiration of the Term if the other Party ceases to operate, declares bankruptcy and becomes unable to meet its obligations under this Agreement. If Customer terminates the Agreement for breach pursuant to this Section, AI WorkPlace will provide Customer with a refund for any prepaid and unused amounts for the terminated portion of the Term.

11.3. Effect of Termination and Survival. Except where an exclusive remedy may be specified in this Agreement, the exercise by either Party of any remedy, including

termination, will be without prejudice to any other remedies it may have under this Agreement, at Law, or otherwise. Once the Agreement terminates, Customer and its Users will no longer have any right to use or access any Products, or any information or materials that AI WorkPlace makes available under this Agreement, including AI WorkPlace Confidential Information. Customer is required to delete any of the foregoing from its systems (including any third-party systems operated on Customer's behalf) and to provide, upon request, a written confirmation of same to AI WorkPlace. All provisions herein that, by their very nature, shall survive any termination or expiration of this Agreement, will survive.

## 12. Warranty and Disclaimer.

12.1. Mutual Representation. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, this Agreement and each Order is entered into by an agent of such Party with all necessary authority to bind it to the terms and conditions of this Agreement.

12.2. Performance Warranty. AI WorkPlace represents and warrants that, during the Term, the Hosted Services will perform in all material respects in accordance with the Documentation and that Support and Maintenance will be provided in accordance with industry standards. For any breach of the above warranties, Customer's exclusive remedy and AI WorkPlace's entire liability shall be (a) for AI WorkPlace to correct the errors that caused such breach of warranty or (b) if AI WorkPlace has been provided with written notice and cannot correct such breach in a commercially reasonable timeframe, Customer may terminate its subscription to the applicable Hosted Services and receive a refund for any prepaid and unused amounts for the terminated portion of the Term.

12.3. Disclaimer. To the maximum extent permitted by Law, AI WorkPlace disclaims all warranties and representations of any kind that are not expressly stated herein, including any implied warranty of merchantability or fitness for a particular purpose or any warranty of accuracy of the Hosted Services and its content, including accuracy of the search results or generated responses, while disclaiming any corresponding liability. Customer acknowledges that certain functions of the Hosted Services, including search, recommendations, and generative answering, may rely on machine learning and/or language models which may produce nonsensical or inaccurate content, and that even when drawing responses from trusted sources of information, responses or results produced by the Hosted Services may misrepresent that content. The duration of statutorily required warranties, if any, are also hereby limited to the shortest period permitted. AI WorkPlace will not be liable for any issues or failures of performance inherent to or resulting from the use or configuration of systems outside of AI WorkPlace's control, including (a) Customer's networks, servers, infrastructure, firewall

and applications, (b) external functionalities integrated into the Hosted Services by Customer or a third-party on behalf of Customer (including, for example, *bring your own* key functionalities), or (c) any issues related to Customer's use or configuration of the Hosted Services other than as specifically recommended in the Documentation.

### 13. Limitation of Liability.

13.1. Limitation of Liability. Except for either Party's express indemnification obligations, wilful misconduct or gross negligence, or fraud, or Customer's breach of Section 3.4 (Restrictions) or Section 4.2 (Customer's Responsibility), neither Party nor its Affiliates shall be liable for amounts exceeding the fees actually paid by Customer for the Hosted Services in the twelve (12) months preceding the first act or omission giving rise to the liability.

13.2. Exclusion of Certain Damages. In no event will either party or its Affiliates have any liability arising out of or related to this agreement for any lost profits, revenues, goodwill, reputational damage or indirect, special, incidental, consequential damages or liability of any kind arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if informed on the possibility of such damages in advance. The limitations of liability set forth in this Section 13 will not limit Customer's payment obligations under this Agreement. Nothing in this Section 13 shall exclude or limit the liability of either Party or its Affiliates to the extent that the same may not be excluded or limited as a matter of applicable Law.

### 14. Indemnification.

14.1. Indemnity by AI WorkPlace. AI WorkPlace will defend and indemnify Customer, and its directors, officers and employees against any demands, losses, costs, liabilities or damages (including reasonable attorneys' fees) awarded by a court of competent jurisdiction or agreed to settlement by AI WorkPlace arising from a third-party claim ("Claim") alleging that (i) AI WorkPlace caused bodily injury (including death) or damages to real or tangible property or that (ii) the Hosted Services, when used as authorized under this Agreement, infringed third-party intellectual property rights. AI WorkPlace's indemnification obligations under subparagraph (ii) do not apply: (1) if the Hosted Services are modified by any third party or used in combination with any non-AI WorkPlace product, software or equipment; (2) to unauthorized use of the Hosted Services; (3) to any Claim arising as a result of circumstances covered by Customer's indemnification obligations in Section 14.2 (Indemnity by Customer) or any third-party deliverables or components contained within the Products; (4) to any open source components included in the Hosted

Services or (5) if Customer settles or makes any admissions with respect to a Claim without AI WorkPlace's prior written consent.

If Customer's use of the Hosted Services is likely to be or is enjoined, if required by settlement, or if AI WorkPlace determines as its reasonable discretion that such actions are necessary to avoid liability, AI WorkPlace may, at its sole option and discretion: (i) procure a license for Customer's continued use of the Hosted Services; (ii) substitute the Hosted Services with a substantially functionally similar product; or (iii) terminate Customer's right to continue using the Hosted Services and refund any prepaid and unused amounts for the terminated portion of the Term.

The Section states AI WorkPlace's sole liability and Customer's exclusive remedy for any infringement of intellectual property rights in connection with any Products or items provided by AI WorkPlace under this Agreement.

14.2. Indemnity by Customer. Customer will defend and indemnify AI WorkPlace, and its Affiliates, and their directors, officers and employees from and against any demands, losses, costs, liabilities or damages (including reasonable attorneys' fees) arising from or relating to any Claim relating to Customer's breach or violation of Section 3.4 (Restrictions) or Section 4.2 (Customer's Responsibility).

14.3. Indemnification Process. Either Party's indemnification obligations are subject to the other Party receiving (i) prompt written notice of the Claim (but in any event notice in sufficient time or the indemnifying Party to respond without prejudice); (ii) the exclusive right for the Indemnifying Party to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of the indemnified Party at its expense. The indemnifying Party may not, except with prior written consent of the indemnified Party, enter into any settlement of an indemnified Claim that imposes a direct financial liability on the indemnified Party or includes an admission of fault by the indemnified Party.

15. Notices, Governing Laws and Venue.

15.1. AI WorkPlace Contracting Entity. All notices should be directed to:

1563847 B.C. Ltd  
115 – 250 Schoolhouse Street  
Coquitlam BC V3K 6V7 Canada

This Agreement will be construed in accordance with the applicable governing law of British Columbia, Canada.

15.2. **Dispute Resolution and Arbitration.** In the event of any controversy or claim arising out of or relating to this Agreement, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both Parties. If the Parties do not reach settlement within a period of sixty (60) days of either Party sending written notice of a dispute or controversy, any unresolved controversy or claim arising out of or relating to this Agreement shall proceed to binding arbitration. The Parties will appoint a single arbitrator. Arbitration will take place in the Vancouver, British Columbia, Canada. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

15.3. **Injunctive Relief.** Nothing in this Agreement shall prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

15.4. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and will be considered properly given if mailed first class mail, sent by a recognized courier service or emailed in accordance with this Section. If sent to Customer, notices will be to the attention of “Legal” at Customer’s mailing or email address indicated in the Order. If sent to AI WorkPlace, notices will be to the attention of “Legal” at the address indicated in Section 15.1, with a copy to [privacy@aiworkplace.ai](mailto:privacy@aiworkplace.ai). AI WorkPlace may also provide notices and communications to Customer through its account for the Hosted Services.

## 16. General Provisions.

16.1. **Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to a Force Majeure Event and without the fault or negligence of the Party so failing or delaying. “Force Majeure Event” means unforeseen events which are beyond the reasonable control of such Party, including civil commotion, labor disturbances, war or act of terrorism, natural disaster, epidemic, refusal of a license by a government agency, and failure or diminishment of public utilities or data networks.

16.2. **Assignment.** This Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party, except that it may be transferred without consent to a Party’s Affiliate. In addition, no consent shall be required in the event of a transaction that results in an equity change of control of a Party. Notwithstanding the

foregoing, (a) if the Affiliate of a Party, or the new ultimate parent of a Party following a transaction that results in a change of control, is a direct competitor of the other Party, or (b) if the other Party reasonably determines that the Affiliate of a Party or the new ultimate parent of a Party following a transaction that results in a change of control will not have sufficient capital, assets, resources and expertise to perform its obligations hereunder (or cause the Party to perform its obligations hereunder), then a written consent shall be required. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

16.3. Updates to this Agreement. AI WorkPlace may modify the terms herein from time to time by posting a revised version on the AI WorkPlace website. The modified terms will become effective upon posting.

16.4. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Customer and AI WorkPlace relating to the Products and any other subject matter covered by this Agreement, and supersedes all prior or contemporaneous oral or written communications, proposals and representations. Notwithstanding the foregoing, this Agreement will not supersede any previously signed Customer Agreement in place between the Parties, unless otherwise agreed by the Parties in writing. If any provision of this Agreement is held invalid by an arbitrator or court of competent jurisdiction, such provision will be severed, and the remainder of the Agreement will remain in full force and effect and will be construed to effectuate the Parties' intent to the maximum extent possible. In the event of any conflict or inconsistency between this Agreement and any other document included hereunder by reference, the conflict or inconsistency shall be resolved in the following descending order of precedence: (i) the applicable Order or SOW; (ii) the DPA; (iii) the Security Exhibit; (iv) the body of this Agreement; (v) the Documentation.

16.5. Publicity. Customer hereby grants to AI WorkPlace and its Affiliates a non-exclusive, non-transferable, royalty-free, and worldwide licence to use Customer's trade name and logo ("Licensed Marks") and identify them as a customer in promotional materials (including on the AI WorkPlace website), marketing activities, and in regulatory disclosures. AI WorkPlace may use the Licensed Marks included in the material Customer shares with AI WorkPlace or those publicly available on Customer's website; provided that Customer can at all times supplement or amend its Licensed Marks instructions, or request AI WorkPlace to stop using its Licensed Marks, by sending an email to [privacy@aiworkplace.ai](mailto:privacy@aiworkplace.ai), and AI WorkPlace will process Customer's request promptly.

16.6. Waiver. No failure or delay by the injured Party to this Agreement in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise



thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity.

16.7. Independent Parties. The Parties are independent contractors. This Agreement shall not be construed as constituting either Party as a partner of the other or to create any other form of legal association that would give on either Party the express or implied right, power or authority to create any duty or obligation of the other Party.