

## **KEPLER™ PLATFORM AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBSCRIBING TO THE PLATFORM MADE AVAILABLE TO YOU THROUGH MICROSOFT AZURE MARKETPLACE BY STRADIGI AI INC., A CORPORATION INCORPORATED UNDER THE FEDERAL LAWS OF CANADA.

BY CLICKING ON THE “*SUBSCRIBE*” BUTTON ON MICROSOFT AZURE MARKETPLACE, OR ACCESSING STRADIGI AI’S PLATFORM, YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AGREE TO ALL OF ITS TERMS AND CONDITIONS, AND CONSENT TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. AGREEING TO AND BECOMING A PARTY TO THIS AGREEMENT IS REQUIRED IN ORDER FOR YOU TO ACCESS AND USE STRADIGI AI’S PLATFORM.

IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK ON THE “*SUBSCRIBE*” BUTTON, AND YOU WILL NOT BE ABLE TO ACCESS AND USE THE PLATFORM.

BY CLICKING ON THE “*SUBSCRIBE*” BUTTON ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT TO STRADIGI AI THAT: (I) YOU HAVE FULL POWER AND AUTHORITY TO BIND YOUR EMPLOYER OR THE ENTITY TO THIS AGREEMENT; (II) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND (III) THAT YOU AGREE TO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR THE ENTITY.

IF YOU DO NOT HAVE POWER OR AUTHORITY TO BIND YOUR EMPLOYER OR THE ENTITY, DO NOT CLICK ON THE “*SUBSCRIBE*” BUTTON, AND YOU WILL NOT BE ABLE TO ACCESS AND USE THE PLATFORM.

## KEPLER™ PLATFORM AGREEMENT

1. **Definitions.** The following terms shall have the following meanings whenever used in this Agreement:

1.1. “**Agreement**” means this Kepler Platform Agreement, including the Fee Schedule, Exhibit A Service Levels, the Stradigi AI Privacy Policy set out on Microsoft Azure Marketplace and the additional exhibits which the parties hereto may later agree to.

1.2. “**Client**” means the natural person or entity which agreed to become a party to this Agreement through Microsoft Azure.

1.3. “**Client Data**” means any data, whether owned or in-licensed by, or in the possession of, Client in any form or medium uploaded on or transmitted through the Platform by a User, including without limitation, the data derived from the processing of Client Data hereunder, personally identifiable information and third-party datasets.

1.4. “**Documentation**” means Stradigi AI’s standard documents, user manuals, and guides with respect to the operation, use, specifications and functions of the Platform, including initial on-boarding, which may be amended or updated by Stradigi AI from time to time and which Stradigi AI may make available online.

1.5. “**Effective Date**” means the earlier of the date on which Client has clicked on the “SUBSCRIBE” button on Microsoft Azure Marketplace or started using the Platform.

1.6. “**Fee Schedule**” means the page, section, tab or document on Microsoft Azure Marketplace where the fees payable by Client for accessing and using the Platform hereunder are set out.

1.7. “**Feedback**” means requests, suggestions, or recommendations made by Client or its Users for design or other changes, or other feedback related to the features, functionality, content, or performance of the Platform, Solutions, or other products or services of Stradigi AI.

1.8. “**Malicious Code**” means any virus, worm, time bomb, Trojan horse, malware or other harmful or malicious computer code, files, scripts, agents, programs, or content.

1.9. “**Party/ies**” means a party and the parties to this Agreement.

1.10. “**Platform**” means Stradigi AI’s proprietary artificial intelligence platform hosted on Microsoft Azure Marketplace by Stradigi AI, and all algorithms, software, systems, and user interfaces associated therewith, including Updates, Upgrades, Documentation, and all intellectual property rights related thereto.

1.11. “**Representatives**” means shareholders, directors, officers, employees and agents of a Party hereto, its parents, subsidiaries and affiliates, and their respective directors, officers, employees, and agents, and its successors and permitted assigns.

1.12. “**Solutions**” means information, data, or other content incorporating or derived from Client Data, resulting from Client’s use of the Platform.

1.13. “**Update**” means a modification of the Platform that corrects an error, procedure, or routine that, when observed in the regular operation of the Platform, eliminates the practical adverse effect of the error, procedure, or routine.

1.14. “**Upgrade**” means a revision of the Platform during the term of this Agreement to add to or modify functions, features, or optimizations of the Platform. Upgrades do not include the release of a new product or service or enhanced or added features for which there may be a separate charge.

1.15. “**User(s)**” means individuals authorized by Client hereunder to access and use the Platform.

## 2. **Subscription**

2.1 **Access to Platform.** Subject to Client’s and its Users’ compliance with the terms and conditions of this Agreement, Stradigi AI hereby grants to Client and its Users a non-exclusive, non-transferable, limited subscription to access and use the Platform solely for Client’s internal business purposes. Stradigi AI shall not provide access to versions of the Platform other than that which is current as of the Effective Date, as subsequently Updated or Upgraded as the case may be.

2.2 **Updates and Upgrades.** Stradigi AI may, from time to time and in its sole discretion, make Updates and Upgrades. Nothing herein shall require Stradigi AI to make Updates, except as necessary to comply with any remediation or correction obligations set out in Exhibit A hereto, or Upgrades. Stradigi AI shall attempt to give advance notice of material Updates and Upgrades, together with information on how such Upgrade or Update may impact the access and use of the Platform. Client acknowledges and agrees that Stradigi AI shall not be liable to Client in any manner or to any extent in the event that Client refuses to or does not access and use the Platform following an Update or Upgrade.

2.3 **Service Levels.** During the Term, and subject to Client’s compliance with this Agreement, Stradigi AI shall provide Client and Client shall request support from Stradigi AI only in accordance with Exhibit A.

## 3. **Client Responsibilities**

3.1 **Users.** Client shall ensure that all of its Users comply at all times with the terms and conditions of this Agreement. Client shall not appoint as a User any person who is a director, officer, employee or supplier of a person or that is competing with Stradigi AI. Client shall be responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement, if taken by Client, will be deemed a breach of this Agreement by Client. Client shall make all Users aware of this Agreement’s provisions as applicable to such User’s access to and use of the Platform and shall cause Users to comply with such provisions. Client shall, upon the appointment of each User who is not a director, officer or employee of Client, deliver to Stradigi AI the User Joinder found in Exhibit B hereto signed by Client and each such User. Client shall arrange for all Users to approve the Platform’s privacy policy and agrees that access to the Platform will not be granted to Users who do not approve the policy.

3.2 **Equipment; Connections.** Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Platform, including without limitation, modems, hardware, servers, software, operating systems, networks, web servers, long distance or local telephone services, and Internet connections (collectively, “**Equipment**”). Client shall be responsible for ensuring that such Equipment is compatible with the Platform hereunder and complies with all applicable configurations and specifications provided by Stradigi AI.

3.3 **Security; Credentials.** Stradigi AI shall provide necessary credentials and connections to allow initial access to the Platform. Client shall, and shall ensure that its Users, take all reasonable precautions to safeguard the Platform and to prevent any unauthorized access thereto. Client is solely responsible for maintaining the confidentiality and security of passwords, credentials, and sub-accounts created by Client and shall not disclose any Platform password or credentials to any person other than Users without Stradigi AI's prior written authorization. Client shall comply with any and all access, use and identification procedures and security protocols established from time to time by Stradigi AI. Client hereby accepts and assumes full responsibility for any use of, or action taken through, passwords and credentials, and hereby releases Stradigi AI from any and all liability concerning such activity. Client shall promptly notify Stradigi AI of any actual or suspected loss, theft, or unauthorized use of any of Client's or Users' passwords or credentials, the Platform, or data. Stradigi AI has no obligation to inquire as to the authority or propriety of any use of or action taken under one or more of Client's and Users' passwords and credentials and will not be responsible for any loss to Client or any third party arising from any such use or action or from Client's failure to comply with these provisions. Client shall promptly notify Stradigi AI of any unauthorized use of passwords and credentials by email at customersuccess@stradigi.ai, or at such other contact as Stradigi AI may designate from time to time.

3.4 **Administrative Address.** Client shall provide to Stradigi AI a working email address for administrative purposes hereunder, upon execution of this Agreement. Any change to Client's account setup on the Platform must be made by the User holding this address.

3.5 **Use Restrictions.** Client shall not use the Platform and Solutions for any purposes beyond the scope of the rights and access granted in this Agreement. Client and its Users shall not at any time, directly or indirectly, and shall not permit any third party, including a parent, subsidiary, affiliate of or other entity related to Client or in which Client has a beneficial or legal interest to: (a) use the Platform and Solutions for improper or unethical purposes, in Stradigi AI's sole opinion, for unlawful purposes, for purposes other than Client's internal, bona fide business purposes, or in any way that would infringe or otherwise violate any right of a third party, or share features of the Platform and Solutions with any third party; (b) copy, modify, or create derivative works of the Platform or the software or code contained therein, in whole or in part; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (e) bypass or breach any security device or protection used for or contained in the Platform or input, upload, transmit or otherwise provide any information or materials that are unlawful or otherwise injurious, or contain, transmit, or activate any Malicious Code; (f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, or any related documentation, warranties, disclaimers, or intellectual property notices from the Platform and Solutions; (g) access or use the Platform and Solutions in order to build, or to assist a third party in building, a competing product or service or a product or service using similar ideas, features, functions, or graphics; (h) engage in web or data scraping on or related to the Platform, including without limitation the collection of information or data through any software that simulates human activity or a bot or web crawler; (i) perform any comparative or compatibility testing, benchmarking or evaluation of the Platform, or disclose directly or through a third party the results of any such testing, without the written consent of Stradigi AI; (j) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm the Platform in any manner, in whole or in part, including without limitation, taking any action that imposes an unreasonable or disproportionately large load on the Platform; (k) use Solutions for, or in association with, the operation of any environments or systems or for purposes such that the use of Solutions may result in personal injury or death or cause environmental or property damage; or (l) use datasets that contain health or personal information other than with all required consents, or adult content.

#### 4. **Fees and Payment**

4.1 **Fees.** Client shall pay to Microsoft the fees set forth in the Fee Schedule, without setoff or withholding (collectively, “**Fees**”). Such Fees are in consideration of Client’s access to and use of the Platform. If withholding is required by law, Client will pay such additional amount as will ensure that Fees paid to Microsoft equal the amount that would have been paid if no withholding had been required. Fees paid are not refundable, save pursuant to Section 7.2(iii) hereof, and save when Client has cancelled a monthly Subscription within twenty-four (24) hours after the Effective Date or an annual Subscription within fourteen (14) days after the Effective Date, such cancellation to be made in compliance with the conditions governing Client’s subscription to Microsoft Azure Marketplace. Client shall, in accordance with Stradigi AI’s then-current policy, pay Fees directly to Stradigi AI commencing on the date when Client’s agreement with Microsoft which enabled it to enter into this Agreement is no more in force.

4.2 **Fees Increase.** Stradigi AI may, no later than thirty (30) days before the expiration of the then-current Term, give notice to Client of the Fees payable during the next Renewal Term, if any. Client acknowledges and agrees that Fees increases shall be effective without the need for notice thereof to be given by Microsoft Azure to Client.

4.3 **Consumption.** Stradigi AI will not manage and is not obligated to keep track of the consumption of KCUs and KSUs by Client, as such terms are defined below. Stradigi AI will allocate KCUs and KSUs to Client to allow the Client to complete the operation it is conducting on the Platform, when the then-balance of KCUs and KSUs appears insufficient to complete this operation, in Stradigi AI’s opinion. While Stradigi AI may, and is not obligated to, provide Client with information on its consumption and balance of KCUs and KSUs, Client shall bear all responsibility for managing and keeping track of such consumption and pay for all KCUs and KSUs consumed commencing on the Effective Date. The purchase price paid by Client for the balance of KCUs as of the expiration or termination of this Agreement is not refundable. Stradigi AI will allocate to Client, included in the Fees, 500 KCUs that Client may consume during the fourteen (14) days of an annual Subscription following the Effective Date; Client may acquire additional KCUs for consumption during the same period by contacting Stradigi AI at customersuccess@stradigi.ai.

A KCU is the unit of measure used by Stradigi AI for GPU and CPU consumption on an hourly basis. KCUs are consumed in data preparation, training, evaluation, inferencing (batch and online) and interpretability. A KSU is the unit of measure used by Stradigi AI of disk space used for storage of datasets and trained models.

#### 5. **Intellectual Property**

5.1 **Platform Ownership.** Client acknowledges and agrees that, as between Stradigi AI and Client, Stradigi AI owns, possesses, and retains all rights, title, and interest, including any intellectual property rights, in and to the Platform, Solutions, and any intellectual property forming part thereof, embedded therein, or related thereto, including without limitation, all software, source code, object code, know-how and algorithms used to conceive or provide the same, and all graphics, user interfaces, logos, and trademarks reproduced on or through the Platform. Stradigi AI hereby grants to Client an exclusive, royalty-free, worldwide license to reproduce, process, display, and otherwise use the Solutions for its bona fide internal business purposes during the Term. Except as expressly granted herein or unless otherwise set forth in a Statement of Work, this Agreement does not grant Client, any User, or any third party any right, including any intellectual property right, in or to the Platform, Solutions, or any intellectual property forming part thereof, embedded therein or related thereto.

5.2 **Data.** Stradigi AI acknowledges and agrees that, as between Stradigi AI and Client, Client owns all right, title, and interest, including any intellectual property rights, in and to Client Data. Client hereby grants to Stradigi AI a non-exclusive, royalty-free, worldwide license to reproduce, process, display, and otherwise use the Client Data necessary for the generation of Solutions by the Platform. As between Stradigi AI and Client, Client is solely responsible for the accuracy, quality, integrity, legality (including the holding of all valid consents from data owners or subjects to use hereunder), reliability, completeness, and appropriateness of all Client Data. Notwithstanding anything to the contrary, Stradigi AI shall have the right to collect, record, compile, analyze and otherwise use any data and other information relating to the provision, use, and performance of various aspects of the Platform and related systems and technologies, and use such data and information for any Platform performance monitoring, quality control, diagnostic, corrective, development, improvement, and optimization purposes.

. Stradigi AI retains all rights, title, and interest in and to all registered and unregistered trademarks and service marks, trade names, logos, or other symbols used by Stradigi AI to represent its products and services, including without limitation, the trademarks STRADIGI, STRADIGI AI (design mark) and KEPLER (collectively, “**Stradigi AI Marks**”), and Client agrees not to (i) use the Stradigi AI Marks, or any marks that are confusingly similar thereto, except as authorized by this Agreement or in writing by Stradigi AI, or (ii) challenge the ownership and use of, registrations for, or applications to register, the Stradigi AI Marks in any country, or assist any third-party in doing so.

. During the Term and thereafter, to the extent Client and Users provide any Feedback to Stradigi AI and to the extent Feedback does not contain any Client Confidential Information, Stradigi AI shall exclusively own such Feedback and is free to use Feedback for any Platform performance monitoring, quality control, diagnostic, corrective, development, improvement, and optimization purposes, and in the development and provision of products and services to other clients.

## 6. **Confidential Information**

6.1 **Definition.** “**Confidential Information**” refers to the following items any party hereto discloses (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”): (a) any document the Disclosing Party marks “Confidential”; (b) any information the Disclosing Party orally designates as “Confidential” at the time of disclosure; (c) unless otherwise indicated by Client, Client Data, and (d) any other nonpublic information the Receiving Party should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party’s possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of, or reference to, Confidential Information of the Disclosing Party; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party’s inaction or improper action; or (iv) is approved in writing for release in writing by the Disclosing Party. The terms and conditions of this Agreement constitute Stradigi AI’s Confidential Information.

6.2 **Nondisclosure.** The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than the performance of this Agreement (the “**Purpose**”). The Receiving Party shall not (a) disclose Confidential Information of the Disclosing Party to its Representatives or contractors unless such person needs access thereto in order to facilitate the Purpose and executes a nondisclosure agreement with Receiving Party with terms and conditions no less restrictive than those of this Section; or (b) disclose Confidential Information of the Disclosing Party to any other third party without the Disclosing Party’s prior written consent, except as provided under subsection (a) above. Without limiting the generality of the foregoing, Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own confidential information, but with no less than reasonable care. Receiving Party shall promptly notify Disclosing Party of any actual or suspected misuse, misappropriation, or unauthorized access to Confidential Information of

the Disclosing Party that comes to Receiving Party's attention. With respect to any Confidential Information that constitutes a trade secret, obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6.3 **Return of Confidential Information.** Upon non-renewal or termination of this Agreement, the Receiving Party shall return to the Disclosing Party all copies of Confidential Information of the Disclosing Party in its possession or, at Disclosing Party's request, destroy and certify in writing the destruction thereof. Notwithstanding the foregoing, the Receiving Party will be entitled to (a) retain copies of the Confidential Information of the Disclosing Party preserved or recorded in any computerized data storage device or component or saved automatically to standard back-up or archival systems, and (b) retain copies of Confidential Information of the Disclosing Party to the extent required by law, regulation, or bona fide document retention policies. Such copies shall remain subject to this Section.

6.4 **Legal Obligation to Disclose.** If the Receiving Party is requested or becomes legally compelled to disclose any Disclosing Party Confidential Information, then, to the extent permitted by applicable law, the Receiving Party subject to such disclosure shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Section; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party shall disclose only that portion of the Confidential Information that is legally required to be disclosed and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the competent court or other presiding authority that such Confidential Information will be afforded confidential treatment.

6.5 **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information. The Disclosing Party will retain all right, title, and interest in and to all Disclosing Party's Confidential Information.

6.6 **Remedies.** The Receiving Party recognizes that any breach of this Section will result in irreparable injury to the Disclosing Party and that monetary damages alone will be an inadequate remedy in such case, and the Receiving Party therefore agrees that the Disclosing Party may, if it so elects, institute legal proceedings to obtain damages for any breach of this Section, or to enforce specific performance by the Receiving Party, or to restrain or enjoin the Receiving Party from all activities in violation of this Agreement. A Party's entitlement to equitable relief pursuant to this Section shall not be deemed to be an exclusive remedy under this Agreement but is in addition to all other remedies available in law or equity.

## 7. **Representations and Warranties**

7.1 **Mutual Representations.** Each Party represents and warrants that it has full power and authority to enter into this Agreement and has obtained all consents and/or permissions necessary to perform its obligations, receive the other Party's performance hereunder, and to grant any rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement. Each Party further represents that it has not entered into nor will it enter into any agreements that would conflict with its obligations hereunder or render it incapable of satisfactorily performing hereunder.

7.2 **Stradigi AI Representations.** Stradigi AI represents and warrants that it is the owner of the Platform and that it has the authority to grant the rights set forth in this Agreement without further consent from a third party and without violating or infringing upon any rights of any third party. If a breach

of the warranty in this Section 7.2 occurs, or if Stradigi AI determines in its sole discretion that such a breach is likely to occur, Client shall immediately cease using the infringing features of the Platform upon notice from Stradigi AI, and Stradigi AI shall, at its option: (i) secure for Client the right to continue using the Platform; (ii) replace or modify the Platform features or functionality to make it non-infringing; or (iii) terminate the infringing features of the Platform, and refund to Client any prepaid fees, in proportion to the portion of the Term left after such termination. Notwithstanding the foregoing, Stradigi AI's representations and warranties under this Section 7.2 do not apply in the event of a breach of any of the Use Restrictions set forth in Section 3.5 herein.

7.3 **Client Representations.** Client represents and warrants that (a) it and its Users will accurately identify themselves and will not provide any inaccurate information to Stradigi AI or through the Platform; (b) it shall comply, and shall ensure that its Users, Representatives, and contractors comply, with all applicable laws; and (c) Client has the lawful right to undertake the current and future project for the purposes of which Client has entered into this Agreement.

7.4 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, STRADIGI AI MAKES NO REPRESENTATIONS OR WARRANTIES TO CLIENT, ANY PERSON OR ENTITY WITH RESPECT TO THE PLATFORM, SOLUTIONS, OR ANY OTHER PRODUCT OR SERVICES PROVIDED BY STRADIGI AI HEREUNDER. FURTHER, STRADIGI AI DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE PLATFORM, SOLUTIONS, OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED PURSUANT TO THIS AGREEMENT, IN TERMS OF CORRECTNESS, ACCURACY, QUALITY, INTEGRITY, LEGALITY, COMPLETENESS, APPROPRIATENESS, RELIABILITY, SECURITY, OR OTHERWISE. STRADIGI AI DISCLAIMS ANY AND ALL LIABILITY FOR THE UNSATISFACTORY PERFORMANCE OF THE PLATFORM, SOLUTIONS AND CUSTOM ADD-ONS RESULTING FROM ANY ISSUES WITH CLIENT DATA. STRADIGI AI DOES NOT WARRANT THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED, FAULT-TOLERANT, OR ERROR-FREE. WITHOUT LIMITING THE FOREGOING, STRADIGI AI SPECIFICALLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7.5 **No Recommendations or Advice.** Client agrees that the Platform and Solutions are intended only to act as information and intelligence tools and none of the information and material forming part thereof or opinion or conclusion drawn therefrom is intended to constitute a recommendation by Stradigi AI to make or refrain from making any decision. Under no circumstances shall Stradigi AI, its Representatives, or its contractors be liable for the results of Client's or any User's use or misuse of the Platform, Solutions, or any other materials or services provided hereunder, including any use contrary to applicable law.

## 8. **Indemnification**

8.1 **Stradigi AI Indemnity.** Stradigi AI shall defend and indemnify Client and Client's Representatives from and against any losses, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) ("**Losses**") suffered by, imposed upon or asserted against any of them by a third party ("**Indemnified Claim**"), as a result of, in respect of, connected with, or arising out of, under or pursuant to (a) direct infringement of any patent, copyright, trade secret, or other intellectual property right by the Platform in Canada and the United States of America; (b) material breach of Stradigi AI's representations and warranties; and (c) any claim relating to any act, omission, gross negligence or willful misconduct on the part of Stradigi AI, its Representatives, and contractors, resulting in personal injury,



death, or damage to property. Notwithstanding the foregoing, Stradigi AI's obligations under this Section shall not apply to the extent that an Indemnified Claim arises out of (a) Client's or its User's breach of this Agreement; and (b) all Losses arising from systemic bias resulting from the use of the Client Data or data from other sources.

8.2 **Client Indemnity.** Client shall indemnify, defend, and hold harmless Stradigi AI and its Representatives and contractors, and each of their respective officers, directors, employees, agents, successors and assigns (each, a "**Stradigi AI Indemnitee**") from and against any and all Losses incurred by such Stradigi AI Indemnitee in connection with any Indemnified Claim by a third party (other than an affiliate of an Stradigi AI Indemnitee) to the extent that such Losses arise out of or relate to any: (a) claims that Client Data infringes, misappropriates or violates any intellectual property or other right of any person or entity; (b) breach of Client's representations and warranties; and (c) any claim relating to any act, omission, gross negligence or willful misconduct on the part of Client, its Representatives and contractors, resulting in personal injury, death, or damage to property. Client shall also indemnify Stradigi AI of any and all Losses suffered by Stradigi AI as a result of a breach of this Agreement by Client.

8.3 **Indemnification Procedure.** Each Party shall promptly notify the other Party in writing of any thirdparty claim for which such Party believes it is entitled to be indemnified, as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Indemnified Claim and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations under this Section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Neither Party shall be responsible for or bound by any settlement that it does not approve in writing, such approval not to be unreasonably withheld.

8.4 **Sole Remedy.** THIS SECTION SETS FORTH CLIENT'S SOLE REMEDIES AND STRADIGI AI'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES THAT THE PLATFORM INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHT OF ANY THIRD PARTY.

9. **Limitation of Liability.** STRADIGI AI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, OR FOR ANY LOST DATA OR LOST PROFITS, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, STRADIGI AI SHALL NOT BE LIABLE TO CLIENT FOR ANY CLAIM ARISING FROM, RELATING TO, OR CONNECTED WITH THE PLATFORM OR ANY MATERIALS OR SERVICES PROVIDED HEREUNDER, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE LESSER OF THE TOTAL AMOUNTS PAID BY CLIENT IN OR PAYABLE BY CLIENT FOR THE TWELVE (12) MONTHS PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY. If applicable law limits the effect of the provisions of this Section 9, Stradigi AI's liability will be limited to the maximum extent permissible under such law. For the avoidance of doubt, Stradigi AI's liability limits and other rights set forth in this Section 9 apply likewise to Stradigi AI's Representatives, licensors, suppliers, advertisers, sponsors, consultants and other

affiliated parties. Client expressly acknowledges and agrees that the provisions of this Agreement fairly allocate the risks between Stradigi AI and Client, and that the Fees hereunder reflect this allocation of risk and the limitation of liability specified herein, and that Stradigi AI would not enter into this Agreement without such allocation and limitation.

## 10. **Term and Termination**

10.1 **Term**. The initial term of this Agreement shall begin on the Effective Date and, unless terminated earlier as set forth hereinafter, will continue in effect for the period of time selected by Client at the time of the entering into of this Agreement (the “**Initial Term**”).

10.2 **Renewal**. This Agreement will automatically renew for the same period as the Initial Term (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless (i) it has been terminated as set out in Section 10.3 or 10.4, (ii) Client has selected on Microsoft Azure Marketplace not to renew it or Stradigi AI gives Client a notice of non-renewal., or (iii) subscriptions to the Platform are no longer available through Microsoft Azure Marketplace.

10.3 **Termination for Cause**. Either Party may terminate this Agreement upon written notice to the other Party for this Party’s material breach thereof; breach of any of Sections 3.3, 3.5 and 4 hereof are, without limitation, material breaches. Either Party may terminate this Agreement for other breaches thereof by giving a one (1) week notice to the other Party, during which the other Party may remedy the breach to avoid termination; if not so remedied, the Party having given notice shall have the right to consider this Agreement then terminated, without the need for further notice. Stradigi AI may terminate this Agreement upon notice to Client if Client has ceased to carry on business, taken steps to be wound up or liquidated, become insolvent, availed itself of bankruptcy and insolvency laws, or legal proceedings have been instituted which may lead to it being adjudicated bankrupt or insolvent or to the appointment of an administrator, sequester, trustee, receiver or similar officer to its assets.

10.4 **Termination by Stradigi AI**. Stradigi AI may terminate this Agreement at its entire discretion upon giving Client a seven (7) -day advance notice in the event that a change in Client’s business or organization is likely to result in Client or a third party having, directly or indirectly, interests which may conflict or compete with those of Stradigi AI, without any liability to Client. Notwithstanding any other provision of this Agreement, Stradigi AI may terminate this Agreement in the event that subscriptions to the Platform are no longer available through Microsoft Azure Marketplace, and Client shall then have the right to continue accessing and using the Platform for the longer of ninety (90) days after subscriptions to the Platform are no longer available through Microsoft Azure Marketplace and the expiration of the then-current Term, provided that Client pays Fees hereunder during this period.

10.5 **Suspension or Termination**. Stradigi AI may suspend access to the Platform by all Users if Client has failed to make a payment required to be made to Microsoft. In addition to any other right of Stradigi AI pursuant to this Agreement, certain circumstances may require Stradigi AI to suspend or terminate (where appropriate), as determined in Stradigi AI’s discretion, Client’s access to and use of, or otherwise modify, the Platform and any component thereof, without notice in order to: (a) prevent damages to, or degradation of the integrity of, the Platform; (b) comply with any law, regulation, court order, investigation, or governmental request or order; or (c) otherwise protect Stradigi AI from potential legal liability or harm to its reputation or business. Stradigi AI will use commercially reasonable efforts to notify Client of the reason(s) for such suspension or termination as soon as reasonably practicable. In the event of a suspension, Stradigi AI will promptly restore Client’s access to the Platform as soon as the event giving rise to the suspension has been resolved as determined in Stradigi AI’s discretion. Nothing contained in this Agreement will be construed to limit Stradigi AI’s actions or remedies or act as a waiver of Stradigi AI’s rights in any way with respect to any of the foregoing activities. In addition to all remedies available under

applicable law, Stradigi AI has the right, at its sole option, to do any or all of the following: (i) immediately terminate this Agreement and all duties and obligations of Stradigi AI hereunder and (ii) declare all amounts due and thereafter to become due hereunder to be immediately due and payable in full. Stradigi AI will not be responsible for any loss or damages incurred by Client as a result of any termination or suspension of access to or use of the Platform under this Section 10.

10.6 **Effects of Termination or Expiration.** In the event of expiration or termination of this Agreement, Client and Users shall no longer have the right to access or use the Platform and Solutions and all rights granted to Client hereunder shall automatically terminate as of the date of such expiration or termination. Such expiration or termination will not affect any rights or obligations which have accrued prior thereto, or any other rights or remedies which either Party may have.

## 11. **Dispute Resolution**

11.1 **Initial Dispute Resolution.** The Parties shall attempt to resolve any dispute that arises between them through the respective management-level counterparts. If they are unable to resolve a dispute following reasonable efforts, either Party may submit a written notice of dispute to the other. Within fifteen (15) days after receipt by the other Party of such notice, the dispute shall be escalated to an officer of each of the Parties for review and resolution. The Parties agree to continue performing their respective obligations under the Agreement while the dispute is being resolved unless and until such obligations are terminated in accordance with the provisions of the Agreement. If the dispute is not resolved by the Parties' officers within thirty (30) days after their receipt of notice of the dispute, each Party shall have the right to initiate the alternate dispute resolution process pursuant to this Agreement.

11.2 **Governing Law and Arbitration.** This Agreement will be governed by and construed in accordance with the law of the Province of Quebec, without reference to its conflict of laws rules. For greater clarity, the Parties hereby expressly waive the application of section 2125 of the Civil Code of Quebec. This Agreement is not subject to the 1980 United Nations Convention on Contracts for the International Sale of Goods. Any action, proceeding, or arbitration relating to or arising from this Agreement must be brought, held, or otherwise take place in the judicial district of Montreal, QC. Any claim, dispute or controversy ("Claim") by either Stradigi AI or Client against the other, or against its Representatives or those of its parents, subsidiaries or affiliates, arising from or relating in any way to this Agreement, including Claims regarding the applicability of this arbitration clause or the formation, existence, validity, effects, interpretation, application, breach, resolution or annulment of this Agreement, shall be resolved exclusively and finally by confidential, binding arbitration administered by the ADR Institute of Canada, in accordance with its Arbitration Rules current at the time the Claim is filed, except as otherwise provided below. All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law. The arbitration will be conducted before a single arbitrator, in English, and will be limited solely to the Claim between Stradigi AI and Client. The arbitration, or any portion of it, will not be consolidated with any other arbitration. If competent authorities issue decrees or travel bans which prevent a party hereto or persons whose presence is required from attending in person a hearing or meeting to be held in connection with a claim arbitrated hereunder, the parties agree that such hearing or meeting may be held through videoconferencing for one or more persons enabling real-time communication between the parties hereto, the arbitrator and all other persons attending the hearing or meeting. Any decision rendered in such arbitration proceedings will be final and binding on the Parties, and judgment may be entered in a court of competent jurisdiction. However, the Parties hereto may have recourse to courts of justice to seek injunctive or seizure orders only; the issuance of such orders by a court of justice shall not give competence to the court. If either Party prevails in the arbitration of any Claim against the other, or in the adjudication of a recourse to Courts hereunder, the non-prevailing Party will reimburse the prevailing party for any fees it paid to the ADR Institute of

Canada in connection with the arbitration, as well as for any reasonable attorneys' and experts' fees and other costs incurred by the prevailing Party in connection with such arbitration or court proceedings.

## 12. Miscellaneous

12.1 **Independent Contractors**. The Parties are independent contractors, and shall so represent themselves in all regards, and nothing in this Agreement is intended to create, or shall be construed to create, an association, trust, partnership, joint venture, employment, or other entity or similar legal relationship between the Parties. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.

12.2 **Hiring and Non-Solicitation**. Client shall not hire as employees, solicit for employment or directly or indirectly retain the services of the employees of Stradigi AI during the Term and two (2) years thereafter.

12.3 **Entire Agreement**. This Agreement represents the entire understanding of the Parties in respect of the subject matter thereof and there are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing and executed by the Parties.

12.4 **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the President of a Party (or to such other address that may be designated by giving Notice in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email with confirmation of transmission within forty-eight (48) hours or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section. Notices to Stradigi AI shall be sent to 1470 Peel Street, Tower A, Suite 1050, Montreal, QC Canada H3A 1T1, attention: President. Notices to Client shall be sent to Client's address as set out in the Microsoft Partner Center, attention: President.

12.5 **Survival**. Any provision of this Agreement which by its nature extends beyond the Term shall survive the expiration or termination thereof, including, without limitation, Section 5 (Intellectual Property), Section 6 (Confidential Information), Section 7.4 (Disclaimer), Section 8 (Indemnification), Section 9 (Limitation of Liability), Section 10.6 (Effects of Termination or Expiration), Section 11 (Dispute Resolution), and this Section 12 (Miscellaneous).

12.6 **Publicity**. Neither Party will make any separate public announcement regarding this Agreement nor any of the contents contained herein without the prior written consent of the other Party. Notwithstanding the foregoing, during the term of this Agreement, Stradigi AI may (a) issue press releases announcing or describing the relationship between Stradigi AI and Client; provided that Stradigi AI gives Client a reasonable opportunity to review and comment on the proposed disclosure prior to its public release, (b) use Client's name and marks in any general listing of clients of Stradigi AI in marketing and promotional materials, including on the Stradigi AI website, and in connection with proposals to third parties, and (c) otherwise refer to Client in print or electronic form for marketing, reference, and other business purposes. Notwithstanding any other provision of this Agreement, Stradigi AI may use Solutions in presentations to potential clients and partners, provided that Client's identity, Client Confidential Information and Client Data which may reveal the identity of Client or personal information is not disclosed.

12.7 **Force Majeure.** No delay, failure, or default to perform hereunder, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, military operations, terrorism, sabotage, national emergency, civil commotion or disorder, order, decree, requisition, request or recommendation of a governmental authority, either Party's compliance therewith, embargoes, hurricanes, storms, earthquakes, fire, flood, utilities failure, communications failure, strikes or other labor disputes, epidemic, pandemic, acts of God, or other causes beyond the performing Party's reasonable control.

12.8 **Assignment and Successors.** This Agreement and the rights and obligations arising hereunder are binding upon and inure to the benefit of the Parties and to their respective successors and permitted assigns. Neither Party will transfer or assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other. However, each Party may assign its rights and delegate its obligations under this Agreement without the other Party's consent in connection with a merger, where Stradigi AI or the Client is the surviving entity, acquisition, the sale of all or substantially all of its assets or similar transaction, provided that the assignee agree in writing to assume all obligations of the assigning party under this Agreement. Any unauthorized transfer, assignment, or delegation will be null and void.

12.9 **Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable pursuant, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

12.10 **No Waiver.** Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach or provision of this Agreement will constitute a waiver of any other breach or provision of this Agreement, nor will it constitute a waiver of the same breach or provision at a later date. For greater certainty, no delay or failure by Stradigi AI to exercise rights in respect of Section 3.5 hereof, while Stradigi AI is aware of a breach thereof by Client, shall be deemed to constitute a waiver of any of Stradigi AI's rights under this Agreement.

12.11 **Construction.** The parties agree that the provisions of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship. Headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

12.12 **Technology Export.** Client shall not: (a) permit any third party to access or use the Platform in violation of any applicable law or regulation; or (b) export any software provided by Stradigi AI or otherwise remove it from Canada or the United States of America except in compliance with all applicable laws and regulations, including Canadian and American trade sanctions. Without limiting the generality of the foregoing, Client shall not appoint as User any person residing in a country subject to Canadian or American trade sanctions.

12.13 **Language.** The parties hereto have expressly required that this Agreement and any notice or document relating thereto be drafted in the English language only. *Les parties aux présentes ont expressément exigé que la présente convention ainsi que tout avis ou document s'y rattachant soient rédigés en langue anglaise seulement.*

**EXHIBIT A**  
**SERVICE LEVELS**

**1. Definitions**

Terms and expressions used in this exhibit shall have the meanings set out in the Agreement or hereinafter:

- a. **Business Day** means Monday through Friday, excluding statutory holidays in the province of Quebec.
- b. **Business Hours** means 9:00 a.m. to 5:00 p.m. Eastern Standard Time or Eastern Daylight Saving Time (in season) on Business Days.
- c. **Client Support Contact** means Client's designated personnel authorized to make Support Requests to Stradigi AI; such personnel must be familiar with the operation of the Platform.
- d. **Initial Response Time** means the duration, in Business Hours, between the time when Stradigi AI has received a Support Request and the time when Stradigi AI responds for the first time to this request.
- e. **Stradigi Escalation Contact** means Stradigi AI's designated personnel authorized to receive escalation requests from Client Support Contact and manage escalations.
- f. **Stradigi Support Contact** means Stradigi AI's designated personnel authorized to receive Support Requests and requests for information and manage the provision of technical support from such receipt.
- g. **Support Request** means an alleged or actual individual issue or event preventing a User from accessing or using the Platform or having to do with its operation that is reported to Stradigi AI for support hereunder.

**2. Agreement**

2.1 This exhibit describes the service levels and support to be provided by Stradigi AI to Client in respect of the Platform pursuant to the Agreement.

2.2 This exhibit is not intended to amend the Agreement or to expand Stradigi AI's liability to Client pursuant to the Agreement.

**3. Contacting Stradigi AI Support**

Support Requests and requests for information on the use or operation of the Platform may only be made by Client Support Contact and by:

- Phone: +1 (888) 689-1995
- Email: kepler.support@stradigi.ai
- or by opening a case (aka "ticket") at <https://support.kepler.stradigi.ai/>

**4. Support Process**

4.1 Stradigi AI shall appoint a Stradigi Support Contact and a Stradigi Escalation Contact to manage Support Requests and escalation. Client shall appoint a Client Support Contact to manage Support Requests and escalation and to receive support. The parties shall make these appointments promptly following the execution of this exhibit.

4.2 Client agrees and accepts that Stradigi AI may, for the purposes of providing support hereunder, have access to Client's and Users' platform accounts and access and use data and personal information uploaded onto the platform by Client and Users.

4.3 Stradigi AI will provide technical support to Client during Business Hours on Business Days.

4.4 Stradigi AI will use reasonable efforts, commensurate with the severity of a Support Request, to correct any malfunction or defect of the Platform.

4.5 Prior to making a Support Request, Client Support Contact shall conduct adequate research on the incident and classify the malfunction or defect based on the severity levels set out in the table below.

4.6 When making a Support Request, Client Support Contact shall provide Stradigi Support Contact with a full and detailed description of the malfunction or defect, including (but not limited to) Client's name, Client Support Contact's email address and phone number, Platform version, time stamp, Client's computer system information (operating system and browser version), screenshots as well as any other relevant information.

4.7 Client Support Contact shall respond promptly to all Stradigi AI's requests for information, including diagnostic information, documentation, and assistance.

4.8 For each malfunction or defect reported in compliance with this exhibit, Stradigi AI will:

- a. Assign a severity level to it, notwithstanding the prior classification made by Client Support Contact, which assignment shall govern,
- b. Log the Support Request by assigning a unique identifier to it;
- c. Confirm receipt of the Support Request and advise Client Support Contact of this identifier within the Initial Response Time set out in the table below;
- d. Analyze the malfunction or defect, help identify its root cause and dependencies and attempt to resolve it; and
- e. Update Client Support Contact in accordance with the table below.

4.9 Each case, or ticket, will remain open until it has been resolved or a reasonable workaround is in place.

4.10 Client Support Contact will refer to the unique identifier assigned to a Support Request by Stradigi AI in all communications with Stradigi AI in respect thereto.

4.11 Support Requests will be prioritized based on the following severity levels, as assigned by Stradigi AI.

<b>Severity</b>	<b>Description</b>	<b>Initial Response Time</b>	<b>Updates</b>
<b>Critical</b>	Substantially impacts Client’s use of the Platform and for which no resolution or workaround exists	Within first 2 Business Hours from receiving the Support Request	Every 4 Business Hours until resolution or workaround is applied
<b>High</b>	Substantially impacts Client’s use of the Platform and for which a resolution or reasonable workaround may exist	Within first 4 Business Hours from receiving the Support Request	Every Business Day until resolution or reasonable workaround is applied
<b>Medium</b>	Mild impact Client’s use of the Platform and for which a reasonable workaround may exist	Within first 16 Business Hours from receiving the Support Request	Every major change of request status
<b>Low</b>	Minimal impact or nuisance that does not affect Client’s use of the Platform	Within 16 Business Hours from receiving the Support Request	Every major change of request status
<b>General</b>	Non-technical issues, product guidance, training requests	Within 16 Business Hours from receiving requests	Managed by Stradigi’s Customer Success team

4.12 A determination by Stradigi AI that a Support Request is not covered by this exhibit can be made at any time. If Stradigi AI demonstrates that the Support Request is excluded from the scope of this exhibit, Client shall pay Stradigi AI on a time and materials basis at Stradigi AI’s then prevailing rates for any work performed by Stradigi AI to resolve the malfunction or defect.

**5. Escalation procedure**

5.1 Client Support Contact may escalate an issue regarding an unresolved malfunction or defect when the Initial Response Time or Update above are not met, by sending an email to [support.escalation@stradigi.ai](mailto:support.escalation@stradigi.ai). Once received, Stradigi Escalation Contact will assess the malfunction or defect and update Client Support Contact in respect of the next steps.

5.2 Client Support Contact may not escalate a Support Request for a malfunction or defect during the Initial Response Time and while active troubleshooting is being performed by Stradigi AI.

**6. Maintenance, Repair and Revisions**

6.1 Stradigi AI may perform scheduled and unscheduled maintenance and repair on the Platform and make Revisions (“**Work**”) at any time of its own choosing. Client agrees that the Platform may not be available during such Work, in part or in whole.

6.2 Stradigi AI will give five (5) days’ advance notice of any such Work when it expects that such Work may impact the on-line availability of the Platform, save for emergency Work.

6.3 Stradigi AI will give notice of unscheduled Work as soon as practically feasible if it expects that such Work will impact the on-line availability of the Platform.



6.4 Stradigi AI will use reasonable efforts to provide Client with advance notice of any outage required to apply security patches designated as critical by Stradigi AI or its suppliers.

6.5 Notice shall be given by email sent to Client Support Contact.

## **7. *Stradigi Infrastructure***

Stradigi AI runs its Platform on a third-party cloud infrastructure and uses Auth0 for authentication. Stradigi AI reserves the right to change or update the third-party infrastructure on which the Platform is hosted, access procedures, tools and communication protocols at any time and shall give timely notice thereof to Client Support Contact. Client shall comply with such procedures, tools and protocols.

## **8. *Data Back-up***

Client is responsible for making reliable and timely backups of Client Data.

## **9. *Exclusions***

9.1 Stradigi AI shall have no liability to Client pursuant to the Agreement and this exhibit in the following cases:

- a. Use of the Platform other than in strict compliance with the Agreement;
- b. The Platform is used in combination with connectors or application programming interfaces not provided by Stradigi AI;
- c. Errors resulting from software or hardware used by Users;
- d. Misuse of the Platform by Users, whether through negligence, abuse, accident or otherwise;
- e. User errors, including without limitation, problems caused by incorrect set up, host data, or User actions not in accordance with the Agreement;
- f. Network problems, including without limitation, problems with remote access connection, routers, segments, hubs and switches;
- g. Support environment failures – failures of any external support connections from Client to computer systems maintained by Client or any third party, including without limitation power outage or component failure;
- h. Errors resulting from damage caused by Malicious Code contained in the Platform through no fault of Stradigi AI; and
- i. Errors resulting from failure or refusal by Client to incorporate or implement any fix, workaround or support provided by Stradigi AI.

9.2 The remedies set out in this exhibit are the only remedies available to Client for any malfunction or defect of the Platform.

## **10. *Downtime***

Client agrees that the Platform may from time to time be unavailable or inoperable for various reasons, including (i) the unavailability of the Internet and the Internet backbone, (ii) equipment that, by its nature, is not fault tolerant, (iii) performance of Work, which Stradigi AI may undertake from time to time, and (iv) planned downtime as detailed in this exhibit ((i), (ii), (iii) (iv) and (v) collectively “Downtime”); or (vi) any unavailability caused by Force Majeure. Stradigi AI will use reasonable efforts to provide advance notice to Client of any scheduled Downtime. Stradigi AI shall have no obligation during such unavailability or inoperability to mirror or transfer the Platform or Solutions on any other server or platform. Stradigi AI

will use reasonable efforts to minimize any unavailability or inoperability of the Platform resulting from Downtime, whether scheduled or not.

**11. Amendment**

Stradigi AI may amend the material provisions of this exhibit from time to time provided that Stradigi AI notifies the Client of any such amendment.

**EXHIBIT B**  
**USER JOINDER**

To: Stradigi AI Inc.

Reference is made to the Kepler Platform Agreement dated as of \_\_\_\_\_  
by and between Stradigi AI Inc. and \_\_\_\_\_  
(the “**Client**”) (the “**Agreement**”).

I confirm that I have accepted my appointment as User by Client for the purposes of the Agreement.

Client confirms that it has instructed User in respect of his or her rights and obligations pursuant to the Agreement in respect of the access to and use of the Platform.

Client agrees that Stradigi AI may give instructions to User in respect of the access to and use of the Platform.

User shall comply with the instructions given by Client and Stradigi AI and with the instructions given by Stradigi AI when Client’s instructions are incompatible or conflict with Stradigi AI’s instructions.

Capitalized terms used in this User Joinder shall have the meaning set out in the Agreement.

Client and User confirm their agreement to the foregoing by signing as required below and delivering this User Joinder to Stradigi AI.

**Client’s name:**

**User:**

\_\_\_\_\_

\_\_\_\_\_

By:

signature

signature

\_\_\_\_\_

name

\_\_\_\_\_

User name

\_\_\_\_\_

title

\_\_\_\_\_

date

\_\_\_\_\_

date

User’s address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_