

## **TERMS AND CONDITIONS**

### **1. LICENSE**

Locl Interactive Inc. ("**Meya**") hereby grants to Customer (identified on the Order Form), for internal use by a company, organization or other legal entity (referred to as "**Customer**", "**You**" and "**Your**" herein), its agents, contractors and employees (collectively, the "**Users**") a non-transferable, non-exclusive, non-sublicensable right and license (the "**License**") to access and use the services identified on Schedule A (collectively, the "**Platform Services**") (being software, data and applications of Meya for purposes of collecting, managing, analyzing and reporting data) during the Term (as outlined on the Order Form).

The Platform Services shall be made available online at <https://meya.ai/> (or its subdomains and such other URL as Meya may designate from time to time) (the "**Site**") from a third party hosted facility, located in the United States, and/or other systems used by Meya to host the Platform Services in the country specified on the Order Form (collectively, the "**Systems**"). Platform Services may be amended, enhanced or modified from time to time by Meya. Users shall access the Platform Services by means of a specific account (the "**Customer's Account**" or "**Account**") using individual User login names and passwords ("**Passwords**") provided by Meya. Meya shall enable the Platform Services and provide the Passwords on the Subscription Start Date (identified on the Order Form).

The Customer is responsible for the confidentiality and use of its Passwords and Customer Account, and in no event shall Meya be liable for any loss of information of the Customer or other claims arising from unauthorized access to the Platform Services as a result of the failure by Customer to protect the confidentiality of its Passwords and Customer Account. Meya is also responsible for the confidentiality of the Passwords and Customer Account provided to Customer and shall in all events be liable and indemnify Customer for any breach of this provision.

### **2. USE OF PLATFORM SERVICES**

The License and Support (as defined in Section 3 below) is granted exclusively for Customer's internal use, and the Customer is solely and exclusively responsible.

- a. **Customer Data.** For the collection, accuracy, currency, quality, legality, completeness and use of Customer Data (as defined in Section 6(b) below) that is stored on the Systems, disclosed to or used by Customer or Users in connection with the Platform Services;
- b. **Content.** For the content of all communications (including without limitation, any transfer of signs, signals, text, images, videos, sounds, data or intelligence of any nature transmitted in whole or in part electronically the "Electronic Communications") while using Customer's Account.
- c. **Conduct.** To ensure that it and the Users will not use the Platform Services to communicate, by way of Electronic Communication or otherwise, any message or material that (1) is libelous, harmful to minors, obscene or constitutes pornography; (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (3) would otherwise give rise to any breach of confidentiality or privacy laws, or any civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation.

- d. **Violations.** To ensure that the use of the Platform Services by any User is limited to the rights outlined herein; and the Customer shall not permit Users, directly or indirectly, to do (and shall be responsible for any violation of) any of the following acts:
- i. Reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform Services;
  - ii. Modify, translate, or create derivative works from the Platform Services;
  - iii. Publish or disclose to third parties any evaluation of the Platform Services without Meya's prior written consent;
  - iv. Violate any local, state / provincial, federal or foreign law, treaty, regulation or convention applicable to the Customer in connection with Users' use of the Platform Services;
  - v. Access data or log into a server or account on the System that the Customer is not authorized to access, or access or tamper with other customer accounts of Meya;
  - vi. Willfully tamper with the security of, or probe, scan or test the vulnerability of, any of the Systems, or render any part of the Systems unusable.
- e. **Internal Business Purposes Only.** Unless otherwise authorized by Meya in this Agreement or expressly agreed to otherwise in writing by Meya, You may not use the Platform Services in any manner where You act as a service bureau or to provide any outsourced business process services on behalf of more than one (1) third party through a single Account. Accordingly, You agree not to license, sublicense, sell, outsource, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or resell the Platform Services to any third party, other than authorized agents and end-users in furtherance of Your internal business purposes as expressly permitted by this Agreement, unless expressly agreed to otherwise in writing by Meya.
- f. **No Competitive Access.** You may not access the Services if You are a direct competitor of Meya, except with Meya's express prior written consent. You may not access the Platform Services for competitive purposes.

### 3. SERVICE LEVEL AGREEMENT

Subject to the Terms and Conditions of this Agreement, including the payment of all applicable Fees as set forth in Section 5 below, Meya shall provide to Customer the Platform Services in accordance with the Service Level Agreement outlined on Schedule B hereto.

### 4. PROFESSIONAL SERVICES

In the event the Customer wishes to have Meya provide additional professional services (identified on Schedule A) at any time during the Term, the parties will negotiate the terms and conditions of such additional services, and enter into a mutually agreeable contract which, among other things, will address which Party will own any and all intellectual property developed as a result.

### 5. SUBSCRIPTIONS AND PAYMENT

- a. **Subscriptions.** Meya offers paid subscriptions ("**Subscriptions**") to its Platform Services on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**").
- i. Subscriptions consist of 5 main elements;

1. Platform: access to the features and functionality of Meya's cloud based software as limited by the specific Subscription.
  2. Usage: monthly metered usage of all Apps within the Customer's Account of one or more engagement metrics. Typically, only one of the following metrics is chosen for metering as designated on the Order Form:
    1. **MAU**: the greater of the count of unique monthly active end-users interacting with Apps belonging to Your Account or the total Events divided by two hundred (200) unless otherwise authorized by Meya in this Agreement or expressly agreed to otherwise in writing by Meya.
    2. **Conversations**: the monthly sum of unique daily activate end-users interacting with Apps belonging to Your Account
    3. **Events**: the monthly count of all events sent or received in connection with Apps belonging to your Account and stored in a Meya managed database ("**Event Ledger**").
  3. Apps: the number of distinct production or sandbox applications ("**Apps**") running on the Meya Platform. The number of Apps is determined by the specific Subscription unless otherwise purchased via the Order Form.
  4. Users: the number of team members (developers, analysts and content managers) with access to the Customer's Account. The number of Users is determined by the specific Subscription unless otherwise purchased via the Order Form.
  5. Support: specific Subscriptions (or if purchased as an add-on in the Order Form) may include additional support services outside of what is defined in Section 3.
- ii. Customers will pay all fees specified on the Order Form, except as otherwise specified herein. At the end of the current Subscription Term, the Subscription will automatically renew for a subscription period equal to the prior subscription period or 1 year (whichever is less) unless the Customer provides Meya with email notice (sent to [billing@meya.ai](mailto:billing@meya.ai)) of the intent not to renew the Subscription at least thirty (30) days prior to the end of the then-current subscription period.
- b. **Payment**
- i. **Fees**. As compensation for its services under this Agreement, Customer shall pay to Meya the amounts set forth in the Order Form. Customer agrees to pay the applicable fees including any Usage fees. There will be no refunds or credits for partial months of service, upgrades, downgrades, or unused months. Unless otherwise specified in the Order Form, all invoiced amounts shall be in United States Dollars (USD).
  - ii. **Upgrade**. If the Customer upgrades the Subscription level by modifying any combination of but not limited to i) the number of Users; ii) the Engagement Level; iii) the hosting options; iv) the number of Apps they will immediately be invoiced for the increased price of the upgraded Subscription, prorated to reflect the remaining duration of the Subscription Term, and will be invoiced the full amount of the then-current rate for the new Subscription, as outlined on the Order Form, beginning with the next billing cycle.
  - iii. **Downgrade**. If the Customer desires to downgrade the Subscription level by modifying any combination of but not limited to i) the number of Users; ii) the Engagement Level; iii) the hosting options; iv) the number of Apps prior to the end of

- the Subscription Term, the Customer must provide email notice to [billing@meya.ai](mailto:billing@meya.ai). The Subscription downgrade will take effect on the first billing cycle that occurs more than thirty (30) days following the notice to Meya, and the Customer will not receive any refunds for payments made on your current billing cycle. Downgrading the Subscription may cause the loss of account content, features, or capacity. Meya disclaims liability for any such loss.
- iv. **Discounts.** Any discounts applied to a previous subscription may not apply to a renewed subscription, including to any automatic renewals.
  - v. **Payment and Invoicing.** Customers will provide Meya with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Meya. If Customer provides credit card information to Meya, Customer authorizes Meya to charge such credit card for all Platform Services listed in the Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Meya will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 15 days from the invoice date. The Customer is responsible for providing complete and accurate billing and contact information to Meya and notifying Meya of any changes to such information.
  - vi. **Early Cancellation.** If the Customer cancels their subscription to the Platform Services prior to the end of the Subscription Term, Meya will continue to invoice the Customer as defined in the Invoice Structure on the Order Form for the remainder of the Subscription Term. The Customer will be responsible for the payment of fees in such invoices.
  - vii. **Overdue Charges.** If any invoiced amount is not received by Meya by the due date, then without limiting Meya's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in previous Section.
    1. **Payment Disputes.** We will not exercise our rights under the Section above if the Customer is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
  - viii. **Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customers are responsible for paying all Taxes associated with their purchases hereunder. If Meya has the legal obligation to pay or collect Taxes for which the Customer is responsible under this Section, We will invoice Customer and Customer will pay that amount unless Customer provides Meya with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Meya are solely responsible for taxes assessable against Meya based on Our income, property and employees.
  - ix. **Future Functionality.** You agree that Customer purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Meya regarding future functionality or features unless clearly specified on the Order Form.

- x. **Expenses.** The Customer shall pay Meya for all pre-approved costs and expenses incurred by Meya in providing any Support to the Customer (in excess of that provided as outlined in the Support and Maintenance Section contained herein) within 30 days of receipt of invoice from Meya, unless otherwise specified. The Customer is responsible for all its internet connection charges related to the use of the Platform Services.
- xi. **Suspension of Service.** If Fees on any Customer Account are not paid by the due date, in addition to any other rights and remedies Meya may have (including interest owing, and the termination rights set forth herein), Meya reserves the right to suspend the Customer's Account without liability to Meya, until such account is paid in full. "Suspended Account" means that all Users will not be able to access the Platform Services, any current Engagement Level will be blocked and all Support will cease until the Customer makes the full payment due and owing, including any interest and other charges accruing during the suspension period. A Suspended Account does not remove the Customer's obligation to pay those amounts outstanding to the date of such suspension or thereafter for the remainder of the Term, as the case may be.

## 6. DATA OWNERSHIP AND PROTECTION

- a. **Intellectual Property.** The Customer acknowledges and agrees that the Platform Services, and all intellectual property rights therein (including without limitation, copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights, in and to the Platform Services, and all modifications, changes, enhancements, or additions thereto (whether initiated by the Customer or otherwise), and all intellectual property rights relating to the provision of Support in respect of the Platform Services (collectively, "**Meya IP**"), are owned or licensed by Meya. Except for the License granted hereunder, nothing in this Agreement gives the Customer any right, title or interest in, to or under any of the Meya IP, and to the extent the Customer acquires rights in the Meya IP, Customer assigns such rights to Meya and waives any moral rights it may have in the Meya IP to and in favour of Meya. All Meya IP shall be deemed to be Confidential Information (as defined below), and the Customer shall be bound by all confidentiality provisions
- b. **Customer Data.** "Customer Data" means any data, code, information or other materials of any nature recorded in any form whatsoever, disclosed or provided to Meya by the Customer and by the Users in the course of using the Platform Services, including all information generated by the Users' use of the Platform Services. The Customer retains all right, title and interest in and to all Customer Data as Data Controller, and Meya acts as Data Processor on the Customer's behalf. All processing by Meya of the personal data and other data provided by the customer shall be in accordance with applicable laws. Meya's processing of personal data on behalf of the Customer shall therefore only be done in order to provide the Platform Services and shall be subject to the Customer's written instructions.
- c. **Data Processing Agreement.** The Customer may optionally enter into an additional Data Processing Agreement ("DPA") with Meya relating to the processing of Personal Data and Data Protection Laws. Information can be found here: <https://www.meya.ai/gdpr>
- d. **Customer Obligations.** The Customer is obligated to ensure that the Customer Data is processed by the Customer in accordance with all applicable laws. The Customer is obligated to ensure that the Customer Data, including personal data, do not violate any third party

intellectual property rights and/or any applicable legislation. Meya is entitled to delete any data that in the sole discretion of Meya constitutes a breach of the aforesaid undertaking by the Customer, and the Customer will not be entitled to any compensation in that respect.

- e. **Meya Access and Use.** Meya shall have the right, in its sole discretion, to access the Customer's Account from time to time, for purposes of Support, administration, anonymized data aggregation, invoicing and to inspect the Customer's utilization of the Platform Services so as to ensure Customer's compliance with the provisions of this Agreement.
- f. **Meya Press Release.** Customer agrees that Meya may issue a press release identifying Customer as a Meya customer and describing Customer's utilization and the benefits that Customer receives from use of Meya's services, subject to the Customer's prior review and approval of same.
- g. **Publicity.** During the Term of this Agreement, you hereby grant us a worldwide, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable license to use your trademarks, service marks, and logos for the purpose of identifying you as a Meya customer to promote and market our services.

## 7. CONFIDENTIAL INFORMATION

As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party that is disclosed to the other Party pursuant to this Agreement, and includes without limitation all Passwords, Customer Account information, Customer Data, Meya IP, and the terms and conditions of this Agreement.

Each Party agrees to keep all Confidential Information disclosed to it by the other Party strictly confidential, in the same manner as it protects the confidentiality of its own information and data (at all times exercising at least a reasonable degree of care in the protection of the Confidential Information).

Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of a Party, subsequent to disclosure by the other Party; or (d) has been otherwise lawfully known or received by a Party.

This section will not be construed to prohibit the disclosure of Confidential Information if required by law or order of the court or other governmental authority, provided that a Party shall give the other Party prompt notice of such request, so that the other Party has a reasonable time to attempt to limit or prevent such disclosure.

Upon termination of this Agreement, all copies of all Confidential Information shall be either returned to the applicable Party or destroyed, at the discretion and written direction of the other Party.

## 8. TERM AND TERMINATION

- a. **Term.** The License and Support shall commence on the Subscription Start Date (as outlined on the Order Form) and shall continue for the Term outlined on the Order Form, unless earlier terminated in accordance with the provisions of this Agreement.

- b. **Suspension of Service.** Meya may, at its sole option, and in addition to any other right herein, notify the Customer that it has a Suspended Account effective immediately in the event of any breach of payment of Fees as outlined in Section 5 above, or a breach of any provisions related to intellectual property or confidential information.
- c. **Termination.** This Agreement may be terminated as follows upon the occurrence of any of the following events:
  - i. Immediately by Meya, if the Customer fails to make payment of undisputed Fees within 30 days of receiving written notice from Meya;
  - ii. Immediately by either Party, if the other Party breaches any of the obligations or provisions of this Agreement and fails to remedy such breach within 30 days of written notice from the Party of such default;
  - iii. Immediately on written notice by either Party if the other Party (A) ceases or threatens to cease to carry on its business, commits an act of bankruptcy, makes an assignment or bulk sale of its assets, or proposes a compromise or arrangement to its creditors, or (B) is subject to any proceeding that is taken to (i) compromise or make an arrangement with that Party's creditors, (ii) obtain an order to assign that Party into bankruptcy or winding-up that Party, or (iii) obtain an order to appoint a receiver over any part of that Party's assets, and in each case, such proceeding is not dismissed within 60 days of such proceeding being initiated; and iv. Immediately on written notice by either Party if the other Party breaches or threatens to breach any provision of Article 7 of this Agreement.
- d. **Effect of Termination.** Upon the effective date of termination, the License and all Support shall terminate and:
  - i. Each of the parties shall deliver or destroy, at the direction of the other Party, all Confidential Information of the other Party which is in its possession, care or control, provided that the Meya, on request by Customer, shall be permitted 10 business days to provide Customer with a backup copy of all Customer Data located on the Platform Services;
  - ii. Customer shall pay to Meya all undisputed Fees accrued and owing up to the effective date of termination or Meya shall reimburse to Customer all pre-paid Fees on a pro rata basis for that portion of the Term following the effective date of termination;
  - iii. The provisions dealing with intellectual property, confidential information, liability and indemnification of this Agreement shall continue in force following effective termination; and
  - iv. Each of the parties shall have all remedies which are available to it at law or in equity.

## 9. LIMITED WARRANTIES AND DISCLAIMERS

- a. **Software Limited Warranty.** Meya warrants that the Platform Services will operate in substantial conformity with the applicable written documentation provided by Meya. For any breach of this warranty, Customer's remedy shall be that Meya will, at its expense, correct any errors identified by Customer in the Platform Services, in addition to any other remedy that might be available to Customer for such breach by Meya. Meya also warrants that it will maintain the Platform Services at reputable third party Internet service providers and hosting facilities. Meya warrants that it has implemented industry best practices security measures, including without limitation, technical, physical and procedural controls to protect

Customer Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Meya, whether by accident or otherwise. However, the Customer acknowledges and agrees that, notwithstanding such security measures, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Platform Services and Customer Data. Accordingly, Meya cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

- b. **Exclusions.** Except as expressly stated in this Article 10, there are no warranties or conditions (whether implied or arising by statute or otherwise in law or from a course of dealing or usage of trade) for the Platform Services or Support, and Meya DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. Meya does not warrant that the functions contained in the Platform Services will meet the Customer's requirements or that the operation of the Platform Services will be uninterrupted.
- c. **Limitation of Liability.** IN THE EVENT THAT EITHER PARTY, OR THEIR RESPECTIVE SUPPLIERS, AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS (collectively, "AGENTS") ARE FOUND LIABLE FOR ANY LOSS, INJURY, CAUSE OF ACTION (WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE), LIABILITY OR DAMAGE OF ANY KIND (INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE) FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, EACH PARTY'S LIABILITY TO THE OTHER PARTY SHALL NOT EXCEED \$2,000,000. IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS OR REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states and jurisdiction do not allow limitation of liability by vendors in certain instances, portions of the above limitation set forth in this section may not apply to Customers.

## 10. INDEMNIFICATION

- a. **Customer Indemnification.** The Customer agrees to indemnify and hold harmless Meya and its Agents from and against all third party Claims (as hereinafter defined) arising from (i) any breach of the provisions of this Agreement by the Customer or any User, or (ii) any Claim arising as a result of or in connection with any third party alleging that the use of the Platform Services other than in accordance with this Agreement by the Customer or any User, or the Customer Data infringes, misappropriates or violates any copyrights, trademarks, trade secrets or other proprietary rights of, or has otherwise caused harm to, a third party. "**Claims**" shall mean all losses, liabilities, damages, claims, taxes, and all related costs and expenses incurred by a Party hereto only as the direct result of third party claims against such Party, including, without limitation, reasonable attorney's fees and costs of investigation, litigation, settlement, judgment, interest and penalties.
- b. **Meya Indemnification.** Meya shall indemnify, defend and hold harmless the Customer and its Agents from and against all third party Claims for infringement, misappropriation or violation of copyrights, trademarks, trade secrets or other proprietary rights of a third party



associated with any portion of the Platform Services or Support. Notwithstanding the foregoing, if Meya reasonably believes that the Users' use of any portion of the Platform Services and/or Support is likely to be enjoined by reason of a Claim of infringement, violation or misappropriation of any third party's copyrights, trademarks, trade secrets or other proprietary rights, then Meya may, at its sole option and expense: (i) procure for the Customer the right to continue using the Platform Services or Support, as the case may be, or any portion thereof; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action described in this section; or (iii) modify the applicable software or Support or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Platform Services and/or Support as set out herein. Meya shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of the Platform Services, Support with other equipment, software, apparatus, devices or things not identified by Meya as compatible with the Platform Services and/or Systems or in a manner not substantially consistent with Meya's specifications and instructions. This section states the entire liability of Meya for any type of infringement or breach whatsoever of intellectual property rights of third parties resulting from or relating to the provision by Meya of the Platform Services or Support.

- c. **Mutual Provisions.** Each Party's indemnity obligations in this Article 11 are subject to the following: (i) the aggrieved Party shall promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to the Claim, provided that no settlement shall be accepted without the prior written consent of the aggrieved Party; and (iii) the aggrieved Party shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

## 11. GENERAL PROVISIONS

- a. **Entire Agreement.** This Agreement, and any amendments or additions thereto from time to time, constitute the entire agreement and set forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersede all prior or other agreements, covenants, arrangements and discussions with respect thereto. In the event of an inconsistency between the terms and conditions of this Agreement and any other document or agreement between the parties with respect to the subject matter hereof, the terms and conditions of this Agreement shall prevail and govern to the extent necessary to remedy such inconsistency.
- b. **Relationship of Customer and Meya.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties; no Party is by virtue of this Agreement authorized as an agent, employee or agent representative of the other.
- c. **Export and control restrictions.** The Customer acknowledges that this Agreement and the provision of all products hereunder shall be subject to the export control laws and regulations of Canada as are in force from time to time and the Customer shall comply with all such laws and regulations.
- d. **Non-Exclusivity.** Nothing in this Agreement will be construed to prevent Meya from marketing, licensing, selling or otherwise providing the Platform Services, Support or

Systems, or any aspects of Meya's technology or services to any third party. Nothing in this Agreement will be construed to prevent the Customer from obtaining services similar to the Platform Services from a third party.

- e. **Modifications and Waiver.** No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto. Any waiver of any right or remedy under this Agreement must be in writing and signed by each Party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at any time. The waiver of any breach hereof or default in any payment shall not be deemed to constitute a waiver of any succeeding breach or default.
- f. **No Assignment.** This Agreement and any rights or obligations hereunder, shall not be assigned, sublicensed or otherwise transferred by the Customer by a change of control of the Customer or by operation of law. Meya may transfer or assign its rights and obligations hereunder without prior written approval of the Customer. This Agreement shall be binding upon and shall inure to the benefit of Meya and the Customer and each of their successors and permitted assigns.
- g. **Notices.** Any notices, demands and other communications hereunder shall be in writing and shall be delivered, sent by electronic transmission, or by mail, registered or certified, return receipt requested, postage prepaid, and addressed to the parties as outlined on the Order Form. All notices shall be effective and deemed to be delivered (i) if mailed, on the fifth business day following such mailing, unless there is an interruption in the mail, in which case it shall be deemed to have been given when received; or (ii) if delivered or sent by facsimile, on the business day following the date of dispatch or the date of transmission, as the case may be. Either Party may change the address for notice by giving written notice of such change to the other Party in the manner provided in this Section.
- h. **Severability.** If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.
- i. **Force Majeure.** Neither Party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labour difficulties, governmental action or terrorism, provided that the Party seeking to rely on such circumstances gives written notice of such circumstances to the other Party hereto and uses reasonable efforts to overcome such circumstances.

## **SCHEDULE A - SERVICE DESCRIPTIONS AND DEFINITIONS**

All capitalized terms used in this Schedule shall have the meanings ascribed thereto in the Agreement. This Schedule may be amended from time to time in accordance with the terms of the Agreement, and is deemed incorporated into the Agreement, as amended.

### **1. PLATFORM SERVICES**

Platform Services include the following functionality:

- a. **Tools.** Online ("Console") or offline ("CLI") software tools for the creation, testing, and collaboration of conversational apps ("App") deployed to messaging, voice, desktop and mobile web, and native mobile apps.
- b. **Framework.** Proprietary conversational app language ("BFML") and custom Python code framework to simplify the software development process.
- c. **Integrations.** The integration of app code and data to 3rd party systems over the Internet for the purposes of creating richer user experiences and business workflows.
- d. **Hosting.** Managed cloud hosting of bot code executing within the Meya runtime environment.
- e. **Reporting & Analytics.** Connections to data analytics software for the purposes of tracking and evaluating the app's performance and evaluating user behavior and transcripts.
- f. **API.** A web accessible API for accessing and updating data related to the development and use of conversational apps.
- g. **Account Management.** An account will be provisioned that is accessed over the Internet via the Console or CLI to manage Apps, team member access, billing and other settings. Apps are connected to a single account for reporting, billing and access management purposes.

### **2. PROFESSIONAL SERVICES**

The following services are optionally available, the terms of which shall be negotiated by the parties:

- a. **Design.** Help with conversational UX framework, best practices, design workshops, customer journey mapping and workflow design.
- b. **Implementation.** Creation of workflows, text copy and writing of BFML and/or Python code.
- c. **Integration.** Integrating the app into 3rd party systems or internal business systems.
- d. **Deployment.** Launch of the app to the Customer's website(s) or mobile app(s).
- e. **Roadmap acceleration.** Expedited development of required integrations that are neither supported by the Meya Platform nor on the near term roadmap.

## **SCHEDULE B - SERVICE LEVEL AGREEMENT**

Meya understands the importance and centrality the Platform Services plays in supporting an organization's business processes. We value and appreciate the trust that each customer places in us.

This Service Level Agreement ("SLA") is a policy governing the use of the Platform Services between Meya ("us" or "we") and users of Platform Services ("you"). This SLA applies separately to each Customer using the Platform Services. Any amendments or revisions to this SLA will be in writing and agreed to by both parties.

Meya is committed to providing reliable high-performance managed services to our customers. Our SLA has been designed to ensure the highest quality service and to provide compensation to the Customer in the event of failure to achieve the specified metrics herein.

### **1. SERVICE COMMITMENT**

- a. **Service Availability.** Meya will use commercially reasonable efforts to make the Platform Services available with a Monthly Uptime Percentage (defined below) of at least 99.95% during any monthly period. In the event Meya does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.
- b. **Data Redundancy.** Meya will use commercially reasonable efforts to provide at a minimum one (1) redundant data store for Customer Data, updated on a daily basis, during the period of the Term.
- c. **Data Exportation.** Meya will use commercially reasonable efforts to provide (i) the access or means for the Customer to export the Customer Data out of the Platform Services or (ii) a comprehensive export of all Customer Data in downloadable formats upon request.
- d. **Scheduled Maintenance.** System maintenance periods shall only occur between the hours of 11:00 pm and 6:00 am Eastern Standard Time ("**Downtime**") unless there is a defect that renders the Platform Services unavailable in which case Meya shall take steps to correct such deficiency immediately. Otherwise, Meya will make reasonable efforts to announce the scheduled Downtime via e-mail to the Customer's designated email address.

### **2. SERVICE AVAILABILITY DEFINITIONS**

- a. **Server Outage.** A "Server Outage" is defined as an instance in which no traffic can pass in or out of the Meya managed server(s) for more than 15 consecutive minutes ("Service Unavailable"). We will calculate the Service Unavailable for each Customer as a percentage for each fifteen-minute period in the monthly billing cycle. The calculation of the number of Server Outages will not include outages that arise directly or indirectly as a result of any of the SLA Exclusions (as defined below).
- b. **Monthly Uptime Percentage.** The "Monthly Uptime Percentage" is calculated by subtracting from 100% the average of the Service Outage from each fifteen-minute in the monthly cycle.

### **3. SERVICE CREDITS**

"Service Credits" are calculated as a percentage of the total charges paid by you to Meya for the billing cycle in which the error occurred in accordance with the schedule below. Service Credit Percentages:

- a. For each Monthly Uptime Percentage equal to or greater than 99.90% but less than 99.95% - Service Credit of 1%
- b. For each Monthly Uptime Percentage less than 99.90% - Service Credit Percentage of 3%.

We will apply any Service Credits against future Meya payments otherwise due from you. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 US Dollar). The aggregate maximum number of Service Credits issued by Meya to Customer for any and all Service Unavailable that occurs during a billing cycle will not exceed 50% of the total charges paid by the Customer for that billing period. Service Credits may not be transferred or applied to any other Customer.

#### 4. SERVICE CREDIT PROCEDURE

To receive a Service Credit, you must submit a request by sending an e-mail message to support@meya.ai. To be eligible, the credit request must (i) include your account ID in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of each outage; and (iii) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred.

If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us, we will issue the Service Credit to you within one billing cycle following the month in which the error occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

#### 5. UPDATES

Meya will update the Platform Services and make available to Customer any and all patches, enhancements, updates, upgrades and new versions of the Platform Services that Customer makes generally commercially available ("Updates") and any such Updates will be deemed part of the Platform Services.

#### 6. SUPPORT

Meya will provide support to Customer as set forth below ("Support"). Support is provided in English as the sole language.

- a. **Request Submission.** Customer's may submit a request (a "Support Request") that shall contain a detailed description of the issue to Meya as follows:
  - i. Web Bot: <https://www.meya.ai>
  - ii. Email: support@meya.ai

- b. **Severity Level.** If a Customer reports to Meya any error (the severity level to be reasonably determined by Customer) of the Platform Services, Meya will respond to such reports as described in "Response Times":

**"Critical"** is an emergency condition which makes the use or continued use of any one or more functions of the Platform Services impossible or significantly impaired.

**"High"** is, other than any Critical Severity Level error, any condition which makes the use or continued use of any one or more functions of the Platform Services is difficult and which the Customer cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.

**"Medium"** is, other than any High Severity Level or Critical Severity Level error, any limited problem condition which is not critical in that no loss of Customer data occurs and which Customer can reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.

**"Low"** is, other than any Critical Severity Level, High Severity Level or Medium Severity Level error, a minor problem condition or documentation error which Customer can easily circumvent or avoid. Additional requests for new feature suggestions are classified as Low Severity Level.

- c. **Response Times.** Meya will respond to an error, depending on the Severity Level, within the timeframes indicated in the chart below, starting from the time Customer notifies Meya of the error:

Severity Level	Response Time	Remediation
Critical*	Within 30 business minutes	Continuous effort day & night until resolution.
High*	Within 4 business hours	Continuous effort during business hours.
Medium	Within 1 business day	Earlier of 30 days or next Update.
Low	Within 1 business day	Issue dependent.

\* Any urgent requests received outside of standard business hours will be handled on a priority/availability basis.

- d. **Customer Support Commitment.** Meya's provision of Support is subject to Customer providing support and assistance to Meya as follows based on the Severity Level of the Support Request:

<b>Severity Level</b>	<b>Customer Support Commitment</b>
Critical	Customer's technical team or technical personnel shall remain accessible available via email or web conference from the time the request is submitted until issue is resolved
High	Customer's technical team or technical personnel shall respond to Meya's requests for additional information and shall implement recommended solution in a timely manner

## 7. BUSINESS DAYS

Business Days are defined as Monday to Friday, but do not include holidays:

- a. New Year's Day (January 1)
- b. President's Day / Family Day (Third Monday in February)
- c. Good Friday (Friday before Easter Sunday)
- d. Victoria Day (Monday before May 25)
- e. Labor Day (First Monday in September)
- f. Columbus Day / Thanksgiving Day (Second Monday in October)
- g. Christmas Day (December 25)
- h. Boxing Day (December 26)