

TERMS OF SERVICE

1. GENERAL

1.1 TERMS OF SERVICE. These Terms of Service (the “**Terms of Service**”) govern your access to and use of OpenHouse.AI Incorporated’s (“**OpenHouse.AI**,” “**us**,” “**we**,” and “**our**”) services including the Intelligent Conversion Engine (“**Intelligence Engine**”) and any other services, this site, plans, features, products, content, applications, software, maintenance and training offered by us from time to time (collectively, the “**Service**”) identified in one or more of OpenHouse.AI’s sales order documents (“**Sales Order**” or “**Sales Orders**”) or made available by us from time to time.

1.2 ACCEPTANCE. By using the Service, you accept and agree to be bound by (i) this Terms of Service and (ii) all Sales Orders which are incorporated herein by reference which is incorporated herein by reference (collectively referred to as the “**Terms of Service**”). This Terms of Service constitutes a binding Terms of Service between the customer (“**Customer**,” “**you**,” and “**your**”) and OpenHouse.AI. This Terms of Service represents the parties’ entire understanding regarding the Services and shall govern over any prior oral or written Terms of Service or discussions or different or additional terms or conditions of any purchase order, invoice or other non-OpenHouse.AI ordering document. No other terms or conditions of any purchase order, invoice or other non-OpenHouse.AI ordering document shall apply to the Services, unless agreed to in writing by both parties. Your Users (as defined below) may also be required to agree to be bound by the terms of this Terms of Service in order to access the Intelligence Engine and utilize certain parts of the Services.

2. SERVICES & OBLIGATIONS

2.1 SERVICES. Unless otherwise provided in a Sales Order, Services are purchased by Customers on a subscription basis (“**Subscription Service**”). Customers can also purchase add-ons to the Subscription Service (“**Optional Services**”). Subject to your compliance with this Terms of Service, OpenHouse.AI grants you a non-transferable, non-exclusive (unless otherwise mutually agreed in the Sales Order), worldwide right to access and use the Services during the term set out in the applicable Sales Order (“**Subscription Term**”).

2.2 INTEGRATION FEES. If applicable and unless otherwise noted on a Sales Order, any integration fees in connection with OpenHouse.AI Services is the sole responsibility of the Customer. Any integration fees in connection to material changes from the original statement of work will require a change request. Any additional requirements discovered, and subsequently require additional fees is the sole responsibility of the Customer.

2.3 OPENHOUSE.AI OBLIGATIONS.

(a) PROVISION OF SERVICES. OpenHouse.AI will at all times: (i) provide the Service according to the terms and conditions set out in this Terms of Service; (ii) in accordance with all specifications applicable to the Service in an applicable Sale Order; and perform each Service in a manner that meets or exceeds all applicable service levels set out in such Sales Order.

(b) MAINTAIN THE SERVICES AND BE RESPONSIVE TO CUSTOMER CONCERNS. OpenHouse.AI will maintain the availability and performance of the Service, provide support and respond to your requests as set forth in Appendix “A” (Support Services).

(c) OPENHOUSE.AI ACCOUNT. In order to use the Service, an Account will need to be created and Customer will provide information after which we will provide them with an OpenHouse ID. Customer is responsible for maintaining the confidentiality of its OpenHouse ID. Customer agrees not to use the Account information of any third part or disclose same to any third party. Customer is responsible for any and all activity that occurs on its Account. If Customer suspects any unauthorized use of their Account or OpenHouse ID, they must

notify us immediately. Customer agrees to provide us with correct and complete Account information at all times and inform us of any changes to the information.

2.4 CUSTOMER OBLIGATIONS.

(a) USE OF SERVICE. Customer will utilize the Service in accordance with the applicable terms set out in this Terms of Service and any associated Sales Order.

(b) ADMINISTRATOR. Customer shall assign at minimum one individual who will act as Customer's point of contact (the "**Administrator**") for the purpose of providing data and communicating with OpenHouse.AI as to the Service. Except as to the parties' respective obligations under the Terms of Service, Customer shall be solely responsible for the use by the Administrator and its Users of the Service.

(c) ACKNOWLEDGMENT. Customer acknowledges OpenHouse.AI is retained on a non-exclusive basis and OpenHouse.AI may provide any services, including without limitation, services similar to the Services for its other Customers, except as negotiated with respect to geographical relation and included on an applicable Sales Order.

(d) NECESSARY EQUIPMENT TO USE THE SERVICES. The Customer is responsible for obtaining and maintaining all telecommunications, broadband, computer hardware, software, equipment and services needed to connect to, access and use the Services. Except as specifically set forth in a Sales Order, OpenHouse.AI shall not be responsible for supplying any hardware, software or other equipment to you under this Terms of Service.

(e) COLLECTION OF DATA. Customer agrees it shall inform and seek permission from all Users that access the Services through the Customer's website of the collection of Customer Data. Customer represents that they have authority to provide information for itself and its own employees, and gives permission to OpenHouse.AI to get permission from individuals accessing the services outside of the customer's own organization.

3. **FEES AND PAYMENT**

3.1 FEES. The customer agree to pay all fees set out in your Sales Order. Unless otherwise set forth in the relevant Sales Order, you will be billed in advance on a monthly basis for any Subscription Services. In addition, the monthly invoice will include charges related to any adjustments as set forth in your Sales Order. All fees are non-cancellable and non-refundable, other than as set out herein, and are based on Subscription Services purchased and not actual usage. For the avoidance of doubt, if the Subscription Services are terminated at any time during the then current month you shall not be entitled to a refund. Unless otherwise agreed between you and us, charges may be paid by wire transfer, direct debit, cheque or credit card.

3.2 ADDITIONAL FEES.

- (a) You agree to pay any additional fees that may be incurred as a result of a change order request.
 - i. Prices for services do not include reasonable and customary T&E expenses which shall be billed separately after incurred.
 - ii. Travel expenses for airline, hotel, and transportation incurred by OpenHouse.AI while providing services shall be billed at actual costs and invoiced the following month.
 - iii. A per diem per day will used for meals and incidentals. The rate will be depending on the area and will be the rate recommended by the federal government.

3.3 CHANGE REQUESTS.

- a. Any services in addition to the services specifically identified in this SOW is subject to additional fees given resources at OpenHouse.AI allows for the change request to be executed.
- b. Any change request must be in written form and should allow OpenHouse.AI to adequately schedule and execute the change requested.

3.4 **PAYMENT TERMS.** Unless otherwise set out in the Sales Order, Service fees are payable monthly in advance. All fees are exclusive of taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies or duties (excluding taxes based on OpenHouse.AI's income), even if such amounts are not listed on a Sales Order. All fees are payable in U.S. Dollars or in such other currency as agreed to in writing by the parties without set-off or deduction.

3.5 **OVERDUE CHARGES.** Unpaid invoices that are not the subject of a written good faith dispute are subject to interest at a rate of 1.5% per month on the outstanding balance, or the legal maximum interest rate, whichever is lower, plus all reasonable expenses of collection, in addition to any other remedies we may have.

3.6 **SUSPENSION RIGHTS.** We reserve the right to immediately suspend the Services if: (i) the billing or contact information provided by you is false or fraudulent; (ii) you fail to make any payment 30 days after it becomes due; (iii) share Account or OpenHouse ID information; (iv) any unresolved dispute over fees agreed upon in an applicable Sales Order past 30 days; or (v) or any other restrictions as listed in subsection 5.5. Any suspension of the Services by us under this section shall not relieve you of your payment obligations under this Terms of Service for services already delivered. We will not be liable to you nor to any third party for any suspension of the Services resulting from your non-payment of fees. A suspension may end when OpenHouse.AI deems they can reasonable expect to be paid in full.

4. **OPENHOUSE.AI CONTENT AND LICENSE**

4.1 **OPENHOUSE.AI CONTENT.** The Services contain Content, Documentation, and Software owned by OpenHouse.AI, its suppliers or licensors ("**OpenHouse.AI Content**"). OpenHouse.AI, its suppliers and licensors own and retain all rights, including all Intellectual Property Rights, in and to the Services and the OpenHouse.AI Content. The Services and OpenHouse.AI Content are protected by copyright, trademark, patent, trade secret and other laws.

4.2 **OWNERSHIP AND LICENSE.** The Services and OpenHouse.AI Content are licensed and not sold to you. All rights not expressly granted to you in this Terms of Service are reserved and retained by us. You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, use or sell any OpenHouse.AI Content or other Content (other than Customer Content) appearing on or through the Services. You must not modify, build upon or block any portion or functionality of the Services. We grant you a limited, revocable, non-sublicensable license to reproduce and display the OpenHouse.AI Content (excluding software code) in connection with using the Services during the Subscription Term. No Service, nor any part of any Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not misuse the Services. You may use the Services only as permitted by law. The licences granted by us terminate if you do not comply with this Terms of Service.

4.3 **FEEDBACK.** Customer grants to OpenHouse.AI a worldwide, perpetual, irrevocable, royalty-free permission to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer.

4.4 **MODIFICATIONS.** We are entitled to modify or update the Services from time to time in order to adapt it technically, to change menu guidances or layouts or to expand or limit functionality in a way that does not materially alter the Services.

5. PROPRIETARY RIGHTS

5.1 OWNERSHIP AND RESERVATION OF RIGHTS TO OPENHOUSE.AI INTELLECTUAL PROPERTY. OpenHouse.AI and its licensors own all rights, titles and interests in and to the Service and all Intellectual Property Rights therein. Subject to the limited rights expressly granted to you in this Terms of Service, OpenHouse.AI reserves all rights, titles and interest in and to the Service, including all Intellectual Property Rights. For the avoidance of doubt, Customer has no ownership interest in the Service.

5.2 OWNERSHIP OF CUSTOMER DATA. As between OpenHouse.AI and Customer, both the Customer owns a copy of the raw Customer Data. As Between OpenHouse.AI and the Customer, OpenHouse.AI owns the insight, interpretation, or any aggregate data derived from the raw Customer Data. OpenHouse.AI reserves the right to anonymize the data for the customer at the request of the customers' users.

5.3 GRANT OF RIGHTS.

(a) **BY OPENHOUSE.AI.** OpenHouse.AI hereby grants you a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide right to use the Service solely during the Subscription Term and only for the business purposes of Customer subject to the terms and conditions of this Terms of Service and in accordance with the applicable Sales Order (the "**Enterprise License**").

(b) **BY CUSTOMER.** Customer hereby grants OpenHouse.AI a non-exclusive, non-transferable, sublicensable, royalty-free, worldwide right to handle Customer Data to (i) provide Customer any Service set out in this Terms of Service and applicable Sales Order; (ii) generate Aggregate Data (defined below); (iii) sublicense the right referred to in subsection (iv) to any Subcontractors (defined below) solely to the extent necessary to enable such Subcontractors to fulfill OpenHouse.AI's obligations under the applicable Sales Order and (v) to use any Marks for advertising, marketing and selling the Service.

5.4 AGGREGATED INFORMATION. Customer grants OpenHouse.AI the right to anonymize the Customer Data so that it does not identify Users nor contains any Customer Confidential Information (defined below), ("**Anonymous Information**"). Customer agrees that OpenHouse.AI (i) n, OpenHouse.AI reserves the right to anonymize the data for the customer at the request of the customers' users. (ii) may create derivative works from the extract information from the Anonymous Information and combine Anonymous Information (hereafter "**Aggregate Data**", to use the Aggregate Data on an Aggregate Basis (as defined below) only in the furtherance of OpenHouse.AI's business, and (iii) may disclose and publish Aggregate Data on an Aggregate Basis to any party through any means. r. "**Aggregate Basis**" means that OpenHouse.AI combines parts of information collected or processed from Customer (that does not contain any personal identification information of the User or Customer) with other information from any or all other customers and users that use its software or in a manner that does not disclose any individually identifiable information about the Customers or any specific transactions the Customers have engaged in.

5.5 RESTRICTIONS. Customer will not (i) modify, translate or copy the Service or create any derivative works based on the Service; (ii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms in the Service; (iii) rent, lease, distribute, license, sublicense, sell, resell, assign, transfer, timeshare, offer in a service bureau, or otherwise make Services available to any third party, other than to Authorised Parties as permitted herein; (iv) publish or disclose to third parties any evaluation of Service without OpenHouse.AI's prior written consent; (v) create any link to Service or frame or mirror any content contained or accessible from, Service; (vi) access Service in order to build a commercially available product or service which competes with Service; (vii) copy any features, functions, integrations, interfaces or graphics which are part of Service; (viii) violate any Laws; (ix) wilfully tamper with the security of the System or tamper with other OpenHouse.AI Customer accounts (x) access data on the System not intended for the Customer, (xi) log into a server or account on the System that the Customer is not authorized to access, (xii) attempt to probe, scan or test the vulnerability of any

part of the System or to breach the security or authentication measures without OpenHouse.AI authorization; or (xiii) wilfully render any part of the System unusable.

5.6 CORRECTIVE ACTION AND NOTICE. If Customer becomes aware of any actual or threatened activity prohibited by Section 5.5, Customer shall immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Service and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify OpenHouse.AI of any such actual or threatened activity.

5.7 STATISTICAL INFORMATION. OpenHouse.AI may monitor Customer and User' use of the Services and the OpenHouse.AI Intelligence Engine and compile User Data with other data in an aggregate and anonymous manner to derive statistical and performance information related to the provision and operation of the Services and may make such information publicly available, provided that such information does not include any data that would enable the identification of Customer, User or Customer Data, or the disclosure of Confidential Information. OpenHouse.AI retains all rights, title and interest in and to such statistical and performance information.

6. PRIVACY AND SECURITY

6.1 PRIVACY POLICY. You understand that through your use of the Services, you consent to the collection and use of this information, including the transfer of this information to Canada and/or other countries for storage, processing and use by us. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Account.

6.2 SECURITY. The Services are provided by us from data center facilities to which Users have remote access via the internet in conjunction with certain offline components provided by us under this Terms of Service. We implement security procedures to help protect your Customer Data from security attacks. However, you understand that use of the Services necessarily involves transmission of your Customer Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of your Customer Data lost, altered, intercepted, copied or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of your Customer Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers. If you become aware of any security breach in the Services, you agree to promptly notify us. We agree to notify you in the event of a detected security breach. All data at rest is encrypted and all data is encrypted in transit.

6.3 NETWORKS. Technical processing and transmission of the Service, including Customer Content, may involve: (i) transmissions over various networks; and/or (ii) changes to conform and adapt to technical requirements of connecting networks or devices. Use of or connection to the internet provides the opportunity for unauthorized Persons to circumvent security precautions and illegally gain access to the Service, the Customer Data, the User Data or the Customer Content. In the event of a potential breach we will notify you as soon as possible. We do not guarantee the privacy, security or authenticity of any content, data or information transmitted over or stored in any system connected to the internet but agree to make commercially reasonable efforts to ensure the Customer Data, the User Data or the Customer Content is secure.

6.4 MAINTENANCE AND REPAIRS. We use commercially reasonable efforts to ensure that availability of the Services will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to Services may be occasionally suspended or restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction, and we will use commercially reasonable efforts to alert or notify you in the event of any scheduled or non-scheduled suspension of Services. Due to the nature of technical outages,

we cannot guarantee notice prior to unplanned outages. We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

7. SUBCONTRACTORS

7.1 We may use third party subcontractors to provide limited parts of the Services from time to time, including data storage and processing and content delivery ("**Subcontractors**"). You consent to us subcontracting these services to the Subcontractors, provided that OpenHouse.AI shall ensure that these Subcontractors comply with the terms of this Terms of Service applicable to OpenHouse.AI.

8. THIRD PARTY SERVICES

8.1 NON-OPENHOUSE.AI SERVICES. Customer may choose to use services not provided by OpenHouse.AI ("**Non-OpenHouse.AI Services**") with the Services and in doing so grants OpenHouse.AI permission to interoperate with the Non-OpenHouse.AI Services as directed by Customer or the Non-OpenHouse.AI Services. Unless specified in a Sales Order: (a) OpenHouse.AI does not warrant or support Non-OpenHouse.AI Services, (b) as between OpenHouse.AI and Customer, Customer assumes all responsibility for the Non-OpenHouse.AI Services and any disclosure, modification or deletion of Customer Data by the Non-OpenHouse.AI Services and (c) OpenHouse.AI shall have no liability for, and Customer is not relieved of any obligations under the Terms of Service or entitled to any refund, credit, or other compensation due to any unavailability of the Non-OpenHouse.AI Services or any change in the ability of OpenHouse.AI to interoperate with the Non-OpenHouse.AI Services.

9. REPRESENTATIONS AND WARRANTIES

9.1 WARRANTY. Customer acknowledges and agrees that OpenHouse.AI makes no representation or warranty as to the performance or quality of the Services provided under this Terms of Service or corresponding Sales Order. OpenHouse.AI uses reasonable efforts to include accurate and up-to-date information on this Site; but does not, however, make any warranties or representations as to its accuracy or completeness. OpenHouse.AI periodically adds, changes, improves, or updates the information and documents on this Site without notice. OpenHouse.AI assumes no liability or responsibility for any errors or omissions in the content of this Site. Use of this Site is at User's own risk.

9.2 DISCLAIMER OF WARRANTIES. To the maximum extent allowed by Applicable Law, OpenHouse.AI disclaims all warranties of any kind, express or implied, including warranties and conditions arising under statute, warranties of merchantability, non-infringement or fitness for a particular purpose.

10. INDEMNIFICATION

10.1 BY OPENHOUSE.AI. We will indemnify, defend and hold harmless Customer from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against the Customer to the extent based on an allegation that OpenHouse.AI's technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of a third party that is issued or registered in Canada or the United States. In no event will we have any obligations or liability under this section arising in whole or in part from any content, information or data provided by Customer, User or other third parties. OpenHouse.AI shall not be required to indemnify Customer in the event of: (a) modification of the Services by Customer, its employees, or contractors in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (b) use of the Services in a manner inconsistent with the Documentation; (c) use of the Services in combination with any other application, product, or service not provided by OpenHouse.AI if such claim would not have occurred without such combination; or (d) use of the Services in a manner not otherwise contemplated by this Terms of Service.

10.2 CUSTOMER INDEMNIFICATION. Customer shall indemnify, defend and hold harmless OpenHouse.AI from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against OpenHouse.AI or its affiliates regarding: (i) Customer Content, Customer Data or User Data; (ii) failure by the Customer to obtain any of the necessary consents required by Users under this Terms of Service; (iii) Customer's use of the Services in violation of this Terms of Service; (iv) violations of Customer's obligations of privacy to any Person; (v) Customer's use or alleged use of the Services or Intelligence Engine; (vi) any gross negligence or criminal, fraudulent or other wilful misconduct on the part of the Customer or User; (vii) an modifications to the Intelligence Engine made by any person or entity other than OpenHouse.AI that was not previously approved by OpenHouse.AI.

10.3 POSSIBLE INFRINGEMENT. If we believe the Services infringe or may be alleged to infringe a third party's intellectual property rights, then we may: (i) obtain the right for you (at our expense) to continue using the Service; (ii) provide a non-infringing functionally equivalent replacement; or (iii) modify the Services so that they no longer infringe. If we do not believe that the options described in this section are commercially reasonable, then we may suspend or terminate Customer's use of the affected Services (with a pro-rata refund of prepaid fees for the Services).

10.4 PROCESS. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed; and (ii) the other party may join the defense with its own counsel at its expense.

10.5 EXCLUSIVE REMEDY. The indemnities above are OpenHouse.AI's and Customer's only remedy under this Terms of Service for third party infringement claims and actions.

11. LIMITATIONS OF LIABILITY AND DAMAGES

11.1 LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY UNDER THIS TERMS OF SERVICE, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (I) EITHER PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS; (II) BREACH OF CONFIDENTIALITY AND (III) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES.

11.2 EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE CUSTOMER NOR OPENHOUSE.AI SHALL BE LIABLE UNDER THIS TERMS OF SERVICE FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUE OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE FORESEEABLE.

12. CONFIDENTIAL INFORMATION

12.1 CONFIDENTIAL INFORMATION. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose information relating to the Disclosing Party's business (together "**Confidential Information**" of the Disclosing Party). Such information includes, without limitation, information relating to pricing of Services, Customer Data and your OpenHouse.AI ID. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except as permitted in this Terms of Service) or divulge to any third person such Confidential Information. For the avoidance of doubt,

Confidential Information shall not include information that: (i) is or becomes generally known to the public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without any obligation of confidentiality to a third party or breach of any obligation of confidentiality to the Disclosing Party; (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (v) is required by law. The Receiving Party shall promptly return to the Disclosing Party or destroy (with certification of such destruction provided by the Receiving Party upon request) all Confidential Information of the Disclosing Party in its possession or control upon request from the Disclosing Party. The confidentiality and use obligations under this Terms of Service shall continue indefinitely.

13. TERM AND TERMINATION

13.1 TERM. This Terms of Service shall commence on the date set out in the first Sales Order and shall remain in effect indefinitely unless terminated in accordance to the terms of this Terms of Service Your subscription will automatically renew monthly unless you provide us with written notice of your intent not to renew at least sixty (60) days in advance. Payment for Services is due on the first day of the month and will automatically be charged to the account that you used for the original subscription. Upon change to prices or terms of service, OpenHouse.AI will also notify the customer of any changes 60 days in advance.

13.2 TERMINATION. Either party may terminate this Terms of Service upon written notice: (i) either party must give 60 days notice to the other party to allow for both parties proper preparation time (ii) if the other party materially breaches a material obligation under this Terms of Service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party; or (iii) if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors.

13.3 EFFECT OF TERMINATION. Upon expiration or other termination of the Service for any reason, your right to access and use the Service shall terminate If we terminate this Terms of Service or any Sales Order for your material breach, all fees set out on such Sales Order shall be immediately due and payable.

13.4 DESTRUCTION OF CUSTOMER DATA AT END OF TERM. At the end of the Subscription Term, you will be entitled to extract Customer Content stored using the Services, Customer Data User Data for a period of ten (10) days following termination (the "**Extraction Grace Period**"). Following the Extraction Grace Period, OpenHouse.AI shall have the right to delete all of Customer Content, Customer Data and User Data at any time and cancel your Account with us. You acknowledge and agree that archived versions of the Services may include archived copies of Customer Content, Customer Data and User Data which may be retained by us for an archive cycle.

13.5 SURVIVAL. Upon termination of this Terms of Service for any reason, Customer shall pay all amounts owed hereunder. Sections 3.6, 4.1, 4.3, 5, 9, 10, 11, 12, 13 and 14 of this Terms of Service, together with any other provision required for their construction or enforcement, shall survive termination of this Terms of Service for any reason.

14. GENERAL PROVISIONS

14.1 DEFINITIONS. Capitalized terms used in this Terms of Service, and not otherwise defined in this Terms of Service, shall have the following meanings:

(a) "Account" means the OpenHouse.AI Account, which includes a username and password, used by Customer to register for the Services.

(b) "Applicable Laws" means all statutes, codes, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies,

guidelines, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used;

(c) “Content” means any and all content, data and other materials including, without limitation, videos, music, sounds, images, live streams, documentation, reports, materials, files, text, images, logos, artwork, graphics, pictures, advertisements, works, works of authorship or any other intellectual property contained in any such materials;

(d) “Customer Data” means non-anonymized electronic data pertaining to Customer, the Users and the Users that is collected and/or processed using the Service, including personal information, login credentials, and other information that relates to such parties’ use of the Service;

(e) “Documentation” means documentation relating to the operation and use of the Services that are provided by OpenHouse.AI to Customer under this Terms of Service, as updated by OpenHouse.AI from time to time;

(f) “Intellectual Property” means inventions, discoveries, or improvements (whether patented or able to be patented and whether or not reduced to practice), including patents, patent applications, certificates of invention, utility models, continuations, continuations-in-part, provisional, divisions, reissues, renewals, re-examinations and extensions thereof; trade secrets, know-how, designs, methodologies, processes, rights in data, and similar rights; the protection of works of authorship or expression and copyright (whether or not registered); trademark, trade names, service marks, logos, domain names and trade dress; and similar rights under any laws or international conventions throughout the world, whether now existing or hereafter arising or developed, including the right to apply for registrations, certificates, or renewals with respect thereto, the rights to prosecute, enforce, and obtain damages.

(g) “Intellectual Property Rights” means any rights pertaining to Intellectual Property.

(h) “Marks” means all trademarks, service marks, logos, brand names, trade names, domain names and/or slogans used by the Customer from time to time (whether registered or unregistered).

(i) “Person” means a natural person or any legal, commercial or governmental entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, group acting in concert, or any person acting in a representative capacity.

(j) “Intelligence Engine” means the software, code, technology and servers used in the operation and provision of the Services and includes the Documentation and Software;

(k) “Software” means software products used in connection with the Service, like the dashboard and reporting center, and may include code that is licensed under third party license Terms of Services, including open source, made available or provided with the Software, as applicable;

(l) “Users” means Users that use or view the Customer Content or Customer’s employees, representatives, consultants, contractors or agents who are authorized to use the Services for Customer’s benefit and have unique user identifications and passwords for the Services;

(m) “User Data” means the electronic data concerning the characteristics and activities of Users (including personal information of such Users) collected and analyzed by the Service relating to such Users use or viewing of the Customer Content.

14.2 ASSIGNMENT. You may not assign this Terms of Service, nor any of the rights or obligations arising thereof, in whole or in part, to any third party without our prior written consent. We may assign this Terms of Service,

as well as any of our obligations or rights, to a successor entity resulting from a merger, acquisition or consolidation involving OpenHouse.AI.

14.3 CONFLICT. Unless otherwise specified, in the event of any conflict between this Terms of Service and a Sales Order, the terms of the Sales Order shall govern.

14.4 NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by an internationally recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices of termination or regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of the applicable Sales Order or as otherwise agreed to by the parties in writing.

14.5 PUBLICITY. You permit us to list you as a customer and use your standard logo for our promotional and marketing use during the Subscription Term.

14.6 NO SOLICITATION OF EMPLOYEES. Each party agrees that, during the term of this Terms of Service, and for a period of one (1) year following the termination of this Terms of Service, it will not directly solicit for employment the employees of the other party without such other party's prior written consent.

14.7 FORCE MAJEURE. Except for your obligation to pay fees for the Services, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include, without limitation, accidents, acts of God, labour disputes, actions of any government agency, shortage of materials, acts of terrorism or the stability or availability of the Internet or a portion of it.

14.8 WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Terms of Service must be in writing and signed by both parties.

14.9 SEVERABILITY. If any provision of this Terms of Service is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

14.10 RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Terms of Service shall be construed to create a partnership, joint venture or agency relationship.

14.11 GOVERNING LAW; VENUE; TIME FOR BRINGING ACTION. This Terms of Service shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in that Province. Any action or proceeding arising from or relating to this Terms of Service may only be brought in the courts located in Kitchener, Ontario and each party irrevocably submits to such exclusive jurisdiction and venue. The *United Nations Convention on Contracts for the International Sale of Goods* (also called the Vienna Convention, and which is cited in the statutes of Canada as the International Sales of Goods Contracts Convention Act) will not apply to this Terms of Service or the transactions contemplated by this Terms of Service. No cause of action arising hereunder or relating hereto may be brought more than two (2) years after it first accrues.

14.12 EXECUTION. This Terms of Service may be executed and delivered electronically or by facsimile and the parties agree that such electronic or facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of this Terms of Service by all parties to the same extent that an original signature could be used.

APPENDIX “A”

SUPPORT SERVICES

Subject to the terms and conditions of the Terms of Service, OpenHouse.AI shall provide the following Support Services for the Subscription Services and OPENHOUSE.AI Intelligence Engine during the applicable Subscription Term:

1. **UPDATES:** OpenHouse.AI shall provide core bug fixes for the OpenHouse.AI Intelligence Engine which are made generally commercially available to its customers at no additional charge as part of the Subscription Services.
2. **TECHNICAL SUPPORT:** OpenHouse.AI shall provide email support for technical issues. OpenHouse.AI will respond to email requests for technical issue support within the applicable Response Time. All such requests must be submitted to OpenHouse.AI at the following email address: support@openhouse.ai. If a technical issue renders the Intelligence Engine inoperable (a “**Critical Issue**”), OpenHouse.AI shall work diligently to correct the problem or implement a workaround as soon as practicable. All other issues and problems will be corrected in the next chronological minor release of the Intelligence Engine as described in paragraph 1, above. Elapsed time for Response Time (as defined below) will only be counted during Business Days and/or Business Hours. A “**Business Day**” means any calendar day, other than Saturday, Sunday or a day on which commercial banks in Canada are authorized or required to be closed. “**Business Hours**” shall be from 9:00 AM to 5:00 PM Eastern Standard Time, on Business Days. “**Response Time**” means four (24) Business Hours.
3. **EXCLUSIONS:** Unless otherwise agreed in writing by the parties, OpenHouse.AI will not be responsible for providing Support Services for any downtime due to: (i) any modifications to the Intelligence Engine made by, or for, Customer (other than by OpenHouse.AI, its affiliates or subcontractors); (ii) defects in the customer network or any software or equipment not supplied by OpenHouse.AI; and/or (iii) defects arising in connection with use of the Intelligence Engine with any software or equipment not supplied or recommended by OpenHouse.AI; or (iv) defects resulting from the misuse, improper use or abuse of the Subscription Services or Intelligence Engine.