

JUNIOR ASSOCIATE TERMS OF USE

These Junior Associate Terms of Use (“**Terms of Use**” together with any attachments, exhibits, and/or amendments hereto, as amended from time to time, collectively the “**Agreement**”), form an agreement between the customer (the “**Customer**” or “**you**”) accessing, downloading, installing or otherwise using (the terms “**use**” and “**using**” will refer to any of the foregoing) the services through which 1000666267 Ontario Inc. o/a Main Brain AI (“**Main Brain AI**”), hosts and makes available on the Junior Associate platform available at: <https://juniorassociate.com/> (such platform, the “**Junior Associate Platform**”), made available to Customer in the form of a software as a service (“**Junior Associate SaaS Services**”) and any component or modification thereof. This Agreement between you and Main Brain AI, the supplier of the Junior Associate SaaS Services, is entered into on the earlier of the date Customer first uses any part of the Junior Associate SaaS Services and the date Customer agrees to be bound by this Agreement (the “**Effective Date**”). This Agreement includes any and all documents that references these Terms of Use. Main Brain AI and Customer will be referred to together as the “**Parties**” and each a “**Party**”.

BY USING THE JUNIOR ASSOCIATE SAAS SERVICES, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, ACCEPTS AND AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS SET OUT IN THE AGREEMENT, AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 13.1.

1 JUNIOR ASSOCIATE SAAS SERVICES.

- 1.1 Provision of Junior Associate SaaS Services. Subject to Customer and its Permitted Users (defined below) compliance with the Agreement (including without limitation the restrictions on use set forth in Sections 2 and 4 below), Main Brain AI will make the Junior Associate SaaS Services available on the terms and conditions set out in the Agreement during the Term (defined below).
- 1.2 Junior Associate API. Customer may access the Junior Associate SaaS Services through Main Brain AI’s proprietary application programming interface, and any related documentation all of which are designed to facilitate Customer’s access to and use of the Junior Associate SaaS Services through interfaces between Customer applications and the Junior Associate SaaS Services (“**Junior Associate API**”).
 - (a) Use of the Junior Associate API.
 - (i) Customer must first sign up to the Junior Associate SaaS Services that include access to the Junior Associate API and generate one or more API keys (each, an “**API Key**”). Customer acknowledges that such API Keys are Main Brain AI’s Confidential Information and will not share Customer’s API Keys with any third party without Main Brain AI’s prior consent. In addition, Main Brain AI may revoke Customer’s API Keys any time without Customer’s consent;
 - (ii) Customer may incorporate the Junior Associate API into Customer’s products and services and otherwise use the Junior Associate API in connection with its internal business purposes, provided such incorporation

and use is done in accordance and in compliance with this Agreement and the related documentation;

- (iii) Main Brain AI hereby grants to Customer a revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Junior Associate API including related documentation solely to facilitate Customer's development of applications that interface with the Junior Associate SaaS Services in accordance with this Agreement and any provided documentation (each such application, a "**Customer API Application**");
 - (iv) the number of calls Customer or Customer API Application makes to the Junior Associate API during any given period may be limited, at Main Brain AI's sole discretion, based on various factors that include the manner in which Customer API Application makes calls to the Junior Associate API and the anticipated volume of use associated with Customer API Application;
 - (v) Main Brain AI reserves the right to change the Junior Associate API and related documentation at any time and without notice. Customer acknowledges and understands that these changes may require Customer to make changes to Customer API Applications at Customer's own cost and expense.
 - (vi) Notwithstanding the foregoing, Main Brain AI retains the right, at Main Brain AI's sole discretion, to suspend or revoke Customer's access to the Junior Associate API, at any time and for any reason, including for:
 - (A) violation of the terms of this Agreement or any other responsible use guidelines Main Brain AI provides to Customer or are posted on the Junior Associate Platform;
 - (B) Customer's use of the Junior Associate API contrary to the related documentation;
 - (C) for scheduled maintenance; or
 - (D) to address any emergency security concerns.
- (b) Monitoring Usage of API.
- (i) Customer acknowledges and agrees that Main Brain AI may monitor Customer's use of the Junior Associate API and that Customer will not block or otherwise interfere with Main Brain AI's monitoring.
 - (ii) At Main Brain AI's request, Customer will provide Main Brain AI access to, and use of, Customer API Application, at no cost to Main Brain AI, for the purpose of monitoring or reviewing Customer API Application for compliance with this Agreement.

1.3 Suspension of Access; Scheduled Downtime; Modifications. Main Brain AI may from time to time and at its discretion, without limiting any of its other rights or remedies at law or in equity, under this Agreement:

- (a) suspend Customer's access to or use of the Junior Associate SaaS Services:
 - (i) for scheduled maintenance;
 - (ii) due to a force majeure;
 - (iii) if Customer is delinquent in its payment of any Fees;
 - (iv) if Main Brain AI believes in good faith that Customer or any Permitted User has violated any provision of this Agreement or any other responsible use guidelines Main Brain AI provides to Customer or are posted on the Junior Associate Platform;
 - (v) to address any emergency security concerns;
 - (vi) if required to do so by a regulatory body or as a result of a change in applicable law; and
- (b) make any modifications to the Junior Associate SaaS Services.

2 **AUTHORIZED USE AND CUSTOMER RESPONSIBILITIES.**

2.1 You may use the Junior Associate SaaS Services during the Term solely in accordance with the restrictions on use set out in Sections 2 and 4 (the "**Authorized Use**"). You may permit your employees (each a "**Permitted User**") to access and use the Junior Associate SaaS Services for the Authorized Use provided that: (i) you have agreements in place with such Permitted Users sufficient to ensure that Permitted Users comply with the terms of the Agreement applicable to them; and (ii) each Permitted User must obtain or verify Credentials as required in Section 2.2 hereof. Customer is responsible for all activities that occur in Permitted User's accounts, for ensuring only its Permitted Users access and use the Junior Associate SaaS Services, and for Permitted Users' compliance with the Agreement.

2.2 To access the Junior Associate SaaS Services, Customer will be required to use Customer's username and password for its existing Junior Associate SaaS Services account ("**Credentials**"). Customer will keep (and ensure that all Permitted Users will keep) Credentials secure and will not grant access to or otherwise share such Credentials with any other person. Main Brain AI is not responsible for any actions taken or transactions made to or from Customer's or its Permitted Users' account by any other party using the Credentials.

2.3 Customer may not use the Junior Associate SaaS Services with an intent or potential effect to harm Main Brain AI, other users of the Junior Associate SaaS Services, or other computer systems, and any intellectual property rights therein. Customer will promptly notify Main Brain AI if Customer discovers or suspects that its use may harm the Junior Associate SaaS Services or its users and will fully cooperate with Main Brain AI's efforts

to protect the Junior Associate SaaS Services and its users. Customer must ensure that Customer's equipment and systems can access the Junior Associate SaaS Services.

- 2.4 Main Brain AI may remove or refuse to accept or use any Customer Data (as defined in Section 5.2) without limitation. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. In addition, Main Brain AI may remove or refuse to accept or use any Customer Data without limitation.
- 2.5 You acknowledge that Main Brain AI will have the right to use the capabilities of the Junior Associate SaaS Services to confirm Customer's or Permitted Users' usage of the Junior Associate SaaS Services and Customer's or Permitted Users' compliance with the Agreement. Main Brain AI may engage third parties to provide the Junior Associate SaaS Services, including cloud providers without notice to and without the consent of the Customer.
- 2.6 Main Brain AI may allow Customer to link or otherwise integrate their Junior Associate SaaS Services account with third party services. By linking or otherwise integrating third party services to the Junior Associate SaaS Services account, Customer represents and warrants that it has the necessary permissions, rights, and authority to enable such third party services. Customer grants Main Brain AI the right to access, retrieve, and use data from the third party services as needed to provide the Junior Associate SaaS Services.

3 FEES

Customer will pay to Main Brain AI the fees in accordance with the method, timing, and frequency set out on the Junior Associate Platform (the "Fees"). Fees are payable in Canadian dollars.

4 RESTRICTIONS ON USE.

Customer will not itself, and will not permit others to: (i) use the Junior Associate SaaS Services for any commercial use, production use or for any personal, family or household use; (ii) access or use the Junior Associate SaaS Services or any other Main Brain AI Property (defined below) for the purpose of building a similar or competitive product or service (iii) decompile, reverse engineer or disassemble any portion or component of the Junior Associate SaaS Services, software, or otherwise attempt to derive source code of any software included with or related to the Junior Associate SaaS Services provided in non-human readable form; (iv) perform any vulnerability, penetration or similar testing of the Junior Associate SaaS Services; (v) use or access the Junior Associate SaaS Services: (A) in violation of any applicable law or intellectual property right; (B) in a manner that threatens the security or functionality of the Junior Associate SaaS Services; or (C) for any purpose or in any manner not expressly permitted in the Agreement; (vi) use the Junior Associate SaaS Services to create, collect, transmit, store, use, or process any Customer Data: (A) that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (B) that Customer does not have the lawful right to create, collect, transmit, store, use, or process; or (C) that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right, or right of publicity); (vii) remove or obscure any proprietary notices or labels on the Junior Associate SaaS Services, including brand, copyright, trademark and patent or patent pending notice; (viii) sub-license (other than to Permitted Users as permitted in Section 2.1), sell, rent, lend, lease, or distribute the Junior Associate SaaS Services or

any intellectual property rights therein, or otherwise make the Junior Associate SaaS Services available to others; or (ix) modify the Junior Associate SaaS Services.

5 OWNERSHIP; RESERVATION OF RIGHTS.

- 5.1 Main Brain AI and its licensors retain all ownership, rights, title and interest including intellectual property rights in and to: (i) Main Brain AI's Confidential Information (defined below); (ii) the Junior Associate SaaS Services; (iii) Feedback (defined below); (iv) anything used, developed or delivered by or on behalf of Main Brain AI under the Agreement including documentation (defined below) and Aggregated Data (defined below); and (v) modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations, to the foregoing (collectively "**Main Brain AI Property**"). Subject to the terms and conditions of the Agreement, Main Brain AI hereby grants to Customer a revocable, non-exclusive, non-transferable, non-sublicensable (other than to Permitted Users as provided herein), limited license during the Term to use the documentation solely for the purpose of using the Junior Associate SaaS Services. All rights not expressly granted by Main Brain AI to Customer under the Agreement are reserved by Main Brain AI.
- 5.2 Customer retains all ownership, rights, title and interest, including intellectual property rights in and to all Customer Data. Customer may download its Customer Data via the Junior Associate SaaS Services during the Trial Period. Customer hereby grants to Main Brain AI and its affiliates a perpetual, irrevocable, worldwide, royalty-free, fully paid up, transferable, sublicensable, and non-exclusive license to access, collect, use, process, store, transfer, transmit, copy, modify, adapt, and display Customer Data to: (i) provide the Junior Associate SaaS Services in accordance with the terms of the Agreement; (ii) improve and enhance the Junior Associate SaaS Services and Main Brain AI's and its affiliates' other offerings; and (iii) produce or generate data, information or other materials in an anonymous or aggregated form that is collected or generated by Main Brain AI related to how individual users interact with the Junior Associate SaaS Services, including frequency and duration of usage, specific features or functions accessed, user preferences and patterns of behavior, but expressly excluding any personal information (such data, information and materials, the "**Aggregated Data**"). Main Brain AI may use, process, store, disclose, transfer, transmit, copy, modify and display the Aggregated Data for any purpose and without restriction or obligation to Customer of any kind. Aggregated Data is not Customer Data and is not Customer's Confidential Information. For the purposes of the Agreement, "**Customer Data**" means any data (other than Aggregated Data), information, content, records, and files that Customer (or any of its Permitted Users) loads or enters into, transmits to, or makes available to Main Brain AI or to the Junior Associate SaaS Services including personal information provided by Customer or Permitted Users.
- 5.3 Customer Co-operation and Notice of Infringement. Customer will:
- (a) take all reasonable measures to safeguard the Junior Associate SaaS Services, and documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access;

- (b) take all such steps as Main Brain AI may reasonably require to assist Main Brain AI in maintaining the validity, enforceability, and Main Brain AI's ownership of the intellectual property rights in the Main Brain AI Property;
- (c) promptly notify Main Brain AI in writing if Customer becomes aware of:
 - (i) any actual or suspected infringement, misappropriation, or other violation of Main Brain AI's intellectual property rights in or relating to the Main Brain AI Property; or
 - (ii) any claim that Main Brain AI Property, including any production, use, marketing, sale, or other disposition of the Main Brain AI Property, in whole or in part, infringes, misappropriates, or otherwise violates the intellectual property rights or other rights of any person; and
- (d) co-operate with and assist Main Brain AI in all reasonable ways in the conduct of any action by Main Brain AI to prevent or abate any actual or threatened infringement, misappropriation, or violation of Main Brain AI's rights in, and to attempt to resolve any action relating to, the Main Brain AI Property.

5.4 Customer represents, warrants, and covenants to Main Brain AI that Customer will comply with Section 13.5.

6 PRIVACY.

You understand that any Personal Information will be Processed by Main Brain AI in accordance with Main Brain AI's privacy policy, if any, located at their website or on the Junior Associate Platform, as modified from time to time (the "**Privacy Policy**").

7 FEEDBACK.

- 7.1 To the extent that Customer or any Permitted User submits ideas, suggestions, documents, or proposals regarding the Junior Associate SaaS Services to Main Brain AI ("**Feedback**"), Customer acknowledges and agrees that:
- (a) the Feedback does not contain confidential or proprietary information and Main Brain AI is not under any obligation of confidentiality with respect to the Feedback; and
 - (b) Main Brain AI will be entitled to use, commercialize or disclose (or choose not to use, commercialize or disclose) such Feedback for any purpose, in any way, in any manner and to anyone worldwide without any compensation or reimbursement of any kind to Customer for such use.

8 CONFIDENTIAL INFORMATION.

- 8.1 For the purposes of the Agreement, a Party or any of its affiliates, customers, employees, licensors or suppliers receiving Confidential Information will be "**Recipient**", the Party disclosing such information will be "**Discloser**" and "**Confidential Information**" of the Discloser means any and all information of Discloser or any of its affiliates, and in the case

of Main Brain AI, any of its service providers, licensors or customers that has or will come into the possession or knowledge of Recipient in connection with or as a result of entering into the Agreement, including information concerning Discloser's past, present or future customers, suppliers, technology or business, Main Brain AI Property, the Agreement and where Discloser is Customer, Customer's Confidential Information includes Customer Data. Notwithstanding the foregoing, except with respect to Personal Information, Confidential Information does not include any information that: (a) is publicly available prior to it being obtained by or becoming known to Recipient, or that subsequently becomes publicly available through no breach of the Agreement by Recipient; (b) Recipient can demonstrate (through written records) was known to it prior to it being obtained by or becoming known to Recipient in connection with or as a result of entering into the Agreement; (c) becomes known to Recipient from a third party, where Recipient had no reason to believe that such third party had any obligation of confidence with respect to such information, but only until Recipient subsequently comes to have reason to believe that such information was subject to an obligation of confidence; or (d) Recipient can demonstrate (through written records) was developed independently by it or by individuals employed or engaged by Recipient who did not have any access to, or the benefit of, the Confidential Information of Discloser. Recipient hereby agrees that during the Term and at all times following the Term it will: (i) not disclose Confidential Information of Discloser to any person without the express written consent of Discloser, except to its own personnel and Permitted Users (if Recipient is Customer), or its and its affiliate's employees, contractors, subcontractors, advisors, consultants, officers, directors, partners, shareholders, agents and their respective successors or permitted assigns (if Recipient is Main Brain AI), or such other recipients as Discloser may approve in writing, that have a "need to know" for the purposes of receiving or providing the Junior Associate SaaS Services, who are informed of the confidential nature of the Confidential Information, who are directed to hold the Confidential Information in confidence and who agree in writing, or are otherwise legally bound, to comply with confidentiality obligations in respect of such Confidential Information that are no less stringent than the provisions of the Agreement; (ii) not use Confidential Information of Discloser or permit it to be accessed or used for any purpose except to exercise its rights or perform its obligations under the Agreement; (iii) not alter or remove from any Confidential Information of Discloser any proprietary legend; and (iv) maintain the Confidential Information of Discloser in strict confidence, which will include taking measures to protect the confidentiality and security of such Confidential Information using a reasonable standard of care, and no less than the standard of care taken to protect its own Confidential Information of similar sensitivity.

- 8.2 Notwithstanding Section 8.1, Recipient may disclose Discloser's Confidential Information: (i) only if and to the extent legally compelled or required by a governmental or regulatory authority, provided that Recipient must first: (A) provide Discloser with prompt prior written notice of such compelled disclosure (except where prohibited by applicable laws from doing so) to give Discloser the opportunity to oppose such disclosure; and (B) cooperate fully with Discloser in protecting against or limiting any such disclosure, including obtaining a protective order narrowing the scope of such disclosure and use of the Confidential Information. Thereafter, Recipient may disclose the Confidential Information of Discloser, but only to the extent required and subject to any protective order that applies to such disclosure; (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to

provide applicable professional advisory services in connection with the Party's business; or (iii) in the case of Main Brain AI, to potential assignees, acquirers or successors of Main Brain AI if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Main Brain AI.

- 8.3 Upon Main Brain AI's request or upon termination or expiration of this Agreement, Customer shall return or destroy Main Brain AI's Confidential Information as directed by Main Brain AI promptly and Customer shall certify that it has returned or destroyed, as the case may be, all such Confidential Information.
- 8.4 Each of the Parties acknowledge that disclosure of Discloser's Confidential Information or any other breach of this Section 8 may cause serious and irreparable damage and harm to Discloser and that remedies at law may be inadequate to protect against breach of the Agreement, and each Party agrees that Discloser may seek injunctive relief for any breach of the provisions of this Section 8 and to the specific enforcement of the terms of this Section 8, in addition to any other remedy to which Discloser would be entitled. Upon written request by a Discloser or upon the termination or expiration of the Agreement, each Party will promptly return to the other Party or destroy all Confidential Information (excluding any Customer Data which is addressed at Section 11.4) of the other Party in its possession or control within a reasonable amount of time in accordance with Recipient's data destruction practices. Notwithstanding the foregoing, Main Brain AI may retain any electronically archived Confidential Information of Customer, provided that such retained information remains subject to the confidentiality obligations in this Section 8. Upon written request of Discloser, Recipient will certify in writing that it has complied with this Section 8.

9 DISCLAIMERS

- 9.1 GENERAL DISCLAIMER. MAIN BRAIN AI DOES NOT WARRANT THAT THE JUNIOR ASSOCIATE SAAS SERVICES WILL BE UNINTERRUPTED OR THAT THE JUNIOR ASSOCIATE SAAS SERVICES WILL BE ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE JUNIOR ASSOCIATE SAAS SERVICES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE JUNIOR ASSOCIATE SAAS SERVICES AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY MAIN BRAIN AI TO CUSTOMER ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAIN BRAIN AI HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, MAIN BRAIN AI EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR

WARRANTY THAT ANY DATA OR CONTENT PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE JUNIOR ASSOCIATE SAAS SERVICES IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

- 9.2 AI DISCLAIMER. WITHOUT LIMITING SECTION 9.1 (GENERAL DISCLAIMER), CERTAIN FEATURES AND FUNCTIONALITY OF THE JUNIOR ASSOCIATE SAAS SERVICES MAKE USE OF ARTIFICIAL INTELLIGENCE THAT IS DESIGNED TO, AMONG OTHER BENEFITS, ENHANCE EFFICIENCY AND INCREASE RETURN ON INVESTMENT, INCLUDING FEATURES AND FUNCTIONALITY RELATED TO THE USE OF AI WITH RESPECT TO LEGAL RESEARCH, LEGAL DRAFTING, LEGAL ANALYSES AND THE SIMULATION OF COURT CASE DECISIONS. AI SOLUTIONS HAVE INHERENT LIMITATIONS WITH RESPECT TO (A) THEIR DEPENDENCE ON TRAINING DATA, (B) THE WAY SUCH AI SOLUTIONS ARE USED AND PROMPTED, AND (C) THEIR ACCURACY (INCLUDING THE POSSIBILITY OF HALLUCINATIONS). ACCORDINGLY, THE JUNIOR ASSOCIATE SAAS SERVICES IS INTENDED TO BE USED BY LICENSED PROFESSIONALS WORKING IN THE LEGAL FIELD AND IS NOT A REPLACEMENT OF QUALIFIED AND SKILLED LEGAL PROFESSIONALS, INCLUDING LAWYERS AND PARALEGAL LICENSEES (AS DEFINED BY THE LAW SOCIETY OF ONTARIO OR ANY EQUIVALENT LICENSING BODY), STUDENTS AND LEGAL ASSISTANTS. CUSTOMER AGREES THAT IT WILL EXERCISE ITS OWN GOOD JUDGEMENT, INCLUDING TAKING STEPS TO ENSURE THE ACCURACY OF THE OUTPUTS OF THE JUNIOR ASSOCIATE SAAS SERVICES AND TAKING STEPS TO ENSURE THERE IS SUFFICIENT HUMAN OVERSIGHT.

10 CUSTOMER WARRANTY; INDEMNITY; LIMITATION OF LIABILITY

- 10.1 Customer Warranty. Customer represents and warrants to, and covenants with Main Brain AI that:
- (a) Customer Data will not contain any personally identifiable information (“**Personal Information**”), other than as required by Main Brain AI as part of its onboarding process as further set out in Section 2;
 - (b) for any Customer Data that does contain Personal Information as set out in Section 10.1(a) or any Customer Data that contains Personal Information that is inadvertently or accidentally provided to Main Brain AI, such Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures (including to each Permitted User), obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable laws, including applicable privacy laws, to Main Brain AI to:
 - (i) provide the Junior Associate SaaS Services, including with respect to the collection, storage, access, use, disclosure, processing and transmission of Personal Information, which may include transmissions by or to Main Brain AI and to or from all applicable third parties; and

- (ii) otherwise exercise its rights under this Agreement, including with respect to the disclosure of Personal Information to third parties as described in Section 5.

10.2 Customer Indemnity. Customer will defend, indemnify and hold harmless Main Brain AI and its affiliates, and their respective employees, officers, directors, agents, contractors, successors, and assigns, (each an “**Main Brain AI Indemnitee**”) from and against any and all losses, damages, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (“**Losses**”) incurred by a Main Brain AI Indemnitee arising out of or relating to any claim, action, demand, inquiry, audit, proceeding, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise (collectively, an “**Action**”), arising from or in connection with: (i) the Customer Data, or other materials provided by Customer or any of its Permitted Users; (ii) unauthorized use of the Junior Associate SaaS Services by Customer or any Permitted User; (iii) Customer’s breach of Sections 2, 4, 5.3, and 13.5; (iv) use of the Junior Associate SaaS Services (or any part of it) by Customer or any Permitted User in combination with any third party software, application or service; and (v) Customer’s failure to comply with applicable laws applicable to Customer.

10.3 Main Brain AI Indemnity. Main Brain AI will defend, indemnify, and hold harmless the Customer, its employees, officers, directors, affiliates, agents, contractors, successors and assigns against any and all Losses arising from any actual, threatened, or potential civil, criminal, administrative, regulatory, arbitral or investigative demand, allegation, action, suit, investigation or proceeding, or any other claim or demand (“**Claim**”) by a third party alleging that:

- (a) the Junior Associate SaaS Services; or
- (b) the access to or use by the Customer or any Permitted User of the Junior Associate SaaS Services as permitted pursuant to this Agreement, infringes, violates or misappropriates any intellectual property right of such third party. The obligations of Main Brain AI in this Section 10.3(b) will not apply to the extent that a Claim by a third party is: (i) based on the unauthorized use by the Customer (or any Permitted User) of the Junior Associate SaaS Services in a manner not permitted by this Agreement, if such Claim would not have arisen but for such unauthorized use, including by the Customer (or its Permitted Users); (ii) based on the modification of the Junior Associate SaaS Services by or on behalf of the Customer in a manner not permitted by this Agreement, if such claim would not have arisen but for such modification. This Section 10.3(b) represents the sole and exclusive liability of Main Brain AI for infringement of the intellectual property rights of a third party under this Agreement.

10.4 LIMITATION OF LIABILITY.

- (a) AMOUNT. SUBJECT TO SECTION 10.4(C), IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF MAIN BRAIN AI IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES

PAID BY CUSTOMER IN THE PRIOR 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. IN NO EVENT WILL MAIN BRAIN AI'S THIRD PARTY SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

- (b) TYPE. SUBJECT TO SECTION 10.4(C), TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MAIN BRAIN AI BE LIABLE TO CUSTOMER OR ANY USER FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL; (III) BUSINESS INTERRUPTION; (IV) ANY COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH; OR (VI) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.
- (c) EXCEPTIONS. SECTIONS 10.4(a) AND 10.4(B) WILL NOT APPLY TO LIMIT: (I) EITHER PARTY'S LIABILITY FOR A BREACH OF SECTION 8 (CONFIDENTIAL INFORMATION); (II) CUSTOMER'S INDEMNIFICATION OBLIGATIONS IN SECTION 10.2; (III) CUSTOMER'S BREACH OF SECTION 4 (RESTRICTIONS ON USE); (IV) CUSTOMERS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; AND (V) EITHER PARTY'S LIABILITY ARISING FROM OR RELATING TO ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

11 TERM AND TERMINATION.

- 11.1 Term. This Agreement will commence on the Effective Date for the period specified on the Junior Associate Platform ("**Initial Term**") and continue for successive periods specified on the Junior Associate Platform (each, a "**Renewal Term**" together with the Initial Term, the "**Term**").
- 11.2 Termination by Customer. Customer may terminate this Agreement at any time by cancelling Customer's subscription on the Junior Associate Platform prior to the commencement of the next Renewal Term. Termination does not relieve Customer of its obligations to pay Fees.
- 11.3 Termination by Main Brain AI. Main Brain AI may terminate this Agreement or suspend Customer's access to the Junior Associate SaaS Services at any time without notice if Customer fails to comply with any term of this Agreement, or if Main Brain AI determines,

at its sole discretion, that continuing to provide the Junior Associate SaaS Services to the Customer poses a risk to the platform, its users, or violates applicable laws.

- 11.4 Effect of Termination. Upon termination of this Agreement: (i) Customer will immediately cease (and ensure that all Permitted Users immediately cease) accessing or using the Junior Associate SaaS Services; and (ii) Main Brain AI will delete or otherwise render inaccessible any Customer Data that remains in the hardware, or systems used by Main Brain AI or its service providers to provide the Junior Associate SaaS Services. Notwithstanding anything to the contrary in the Agreement, Main Brain AI may retain Customer Data to the extent and so long as required by applicable laws applicable to Main Brain AI, and Main Brain AI may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course.

12 TRIAL PERIOD.

- 12.1 Main Brain AI may, at its sole discretion, offer Customer access to the Junior Associate SaaS Services, which will commence the Effective Date, solely for the purpose of evaluating the services for the period in which Main Brain AI provides written confirmation of Customer's access to the trial (the "**Trial Period**"). For the Trial Period, the following will apply:

- (a) no Fees are payable;
- (b) on the date specified in the written confirmation to Customer, the Trial Period will end and the provisions of this Agreement, including the payment of Fees, will apply;
- (c) you acknowledge that the Junior Associate SaaS Services are being made available to you for evaluation purposes only. Accordingly, you acknowledge that the Junior Associate SaaS Services may have limited functionality. Main Brain AI may make an update to fix, modify or patch the Junior Associate SaaS Services at any time without notice. Main Brain AI makes no warranty or representation with respect to maintenance, correction, or other support of the Junior Associate SaaS Services; and
- (d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MAIN BRAIN AI BE LIABLE TO CUSTOMER OR TO ANY PERSON FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST OR LOSS OF (A) SAVINGS, (B) PROFIT, (C) USE, (D) GOODWILL, OR (E) DATA; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH; OR (VI) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THE AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE

TOTAL AGGREGATE LIABILITY OF MAIN BRAIN AI IN CONNECTION WITH OR UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AGGREGATE AMOUNT OF CAD \$50. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS DURING THE TRIAL PERIOD OF THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT. FOR CLARITY, THE LIMITATION OF LIABILITY IN THIS SECTION 12.1(d) IS CUSTOMER'S SOLE REMEDY DURING THE TRIAL PERIOD.

- 12.2 In the event of a conflict or inconsistency between this Section 12 and any other provision of this Agreement during the Trial Period, this Section 12 will prevail to the extent of the conflict or inconsistency.

13 GENERAL PROVISIONS.

- 13.1 Notices. Notices sent to either Party will be effective when delivered in writing and in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices must be sent: (i) if to Main Brain AI, to the following address: 2967 Dundas St. W. #676D, Toronto, ON M6P 1Z2 and (ii) if to Customer, to the current postal or email address that Main Brain AI has on file with respect to Customer. Main Brain AI may change its contact information by posting the new contact information on the website or by giving notice thereof to Customer. Customer is solely responsible for keeping its contact information on file with Main Brain AI current at all times during the Trial Period or Term.
- 13.2 Assignment. Customer may not assign the Agreement, in whole or in part, without Main Brain AI's prior written consent. Any purported assignment or delegation by the Customer in violation of this Section will be null and void. Main Brain AI may assign the Agreement or any rights under the Agreement to any third party without notice to Customer or Customer's consent. The Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- 13.3 Survival. The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason: Section 5 (Ownership; Reservation of Rights), Section 8 (Confidential Information), Section 10 (Customer Warranty; Indemnity; Limitation of Liability); and Section 13 (General Provisions).
- 13.4 Governing Law and Attornment. The Agreement and any action related thereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The Parties will initiate any lawsuits in connection with the Agreement in Toronto, Ontario, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Agreement. This choice of jurisdiction does not prevent Main

Brain AI from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

- 13.5 Export Restrictions. Customer will not directly or indirectly export or re-export the Junior Associate SaaS Services or any component thereof without first obtaining all required licenses, permits and permissions required under applicable law. Main Brain AI makes no representation or warranty that the Junior Associate SaaS Services may be exported without Customer first obtaining appropriate licenses or permits under applicable law, or that any such license or permit has been, will be, or can be obtained.
- 13.6 Construction. Except as otherwise provided in the Agreement, the Parties' rights and remedies under the Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of the Agreement are for reference purposes only and have no substantive effect. The terms "consent" or "discretion" means the right of a Party to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to the other Party.
- 13.7 Severability; Waiver. Any provision of the Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from the Agreement and all other provisions of the Agreement will remain in full force and effect. A waiver of any provision of the Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- 13.8 Further Assurances. Each Party will, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of the Agreement.
- 13.9 Customer Lists. With Customer's prior written consent, Main Brain AI may identify Customer by name and logo as Main Brain AI's customer on Main Brain AI's website, the Junior Associate Platform, and on other promotional materials. Any goodwill arising from the use of Customer's name and logo will inure to the benefit of Customer.
- 13.10 Relationship of the Parties. Neither Party is an agent or partner of the other. The Agreement is nonexclusive. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties and Customer does not have any authority of any kind to bind Main Brain AI in any respect whatsoever.
- 13.11 Entire Agreement. The Agreement (including the letter in the cover pages hereof) constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior or contemporaneous agreements, representations or other communications between the Parties, whether written or oral.
- 13.12 Amendments. No amendment, supplement, modification, waiver, or termination of the Agreement and, unless otherwise expressly specified in the Agreement, no consent or approval by any Party, will be binding unless executed in writing by the Party or Parties to

be bound thereby. NOTWITHSTANDING THE PRECEDING SENTENCE, MAIN BRAIN AI MAY UNILATERALLY AMEND THE AGREEMENT, IN WHOLE OR IN PART (EACH, AN “AMENDMENT”), BY GIVING CUSTOMER PRIOR NOTICE OF SUCH AMENDMENT OR POSTING NOTICE OF SUCH AMENDMENT ON THE JUNIOR ASSOCIATE SAAS SERVICES. UNLESS OTHERWISE INDICATED BY MAIN BRAIN AI, ANY SUCH AMENDMENT WILL BECOME EFFECTIVE AS OF THE DATE THE NOTICE OF SUCH AMENDMENT IS PROVIDED TO CUSTOMER OR IS POSTED ON THE JUNIOR ASSOCIATE PLATFORM (WHICHEVER IS EARLIER).

- 13.13 Third Party Beneficiaries. Except as expressly provided in the Agreement, there are no third party beneficiaries to the Agreement.
- 13.14 Counterparts. The Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 13.15 English Language. The Parties confirm that the essential stipulations of the Agreement reflect the mutual agreement of the Parties further to negotiation, and were not imposed by either Party, even when drawn up by one of the Parties. The Parties further confirm that it is the express wish of all Parties that the Agreement, all documents related to the Agreement and all communications between the Parties in the context of the performance of the Agreement be in English only. *Les Parties confirment que les stipulations essentielles de la présente entente reflètent le résultat de discussions libres de gré à gré et n’ont pas été imposées par l’une ou l’autre des Parties, même lorsque rédigées par l’une des Parties. Les Parties confirment également que c’est la volonté expresse des Parties que la présente entente, tout document s’y rattachant et toute communication entre les Parties dans le cadre de l’exécution de cette entente soient uniquement en anglais.*