



## MASTER SUBSCRIPTION AGREEMENT

This Agreement is between Krux Analytics Inc., an Alberta corporation (“**Provider**”) and the party first named above (“**Customer**”). This Agreement is effective as of March 22, 2024 (the “**Effective Date**”).

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### 1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Aggregated Data**” means statistical or analytical data generated by Provider from the Customer Data or concerning the Customer’s use of the Software Services, and in each case that is in anonymized and aggregated form such that it is not identifiable to the Customer nor any of its Users.

“**Agreement**” means this master subscription agreement and all schedules attached to this agreement, and all Order Forms and SOWs entered into pursuant hereto, in each case as they may be supplemented or amended from time to time.

“**Business Day**” means any day which is not a Saturday, Sunday or public holiday in Calgary, Alberta.

“**Customer Data**” means data that is (i) inputted by the Customer or the Customer’s Users into the Software Services; (ii) collected by Provider from the Customer’s databases, servers, or solutions (whether owned by the Customer or a third party used by the Customer) to which the Customer has granted Provider access for the Software Services; or (iii) otherwise provided by or on behalf of the Customer to Provider or generated by Provider based upon such data in the performance of the Services. The Customer Data does not include Third Party Services Data or Aggregated Data.

“**Software**” or “**Software Services**” means the online, Web-based applications and services that the Customers are subscribed to and including any associated offline components. All Software as a Service Applications store data in Western Canada/US and are hosted by Microsoft Azure.

“**Consulting Services**” means the implementation, configuration, consulting, training, and other services provided by the Provider to the Customer that are set out in a SOW.

“**Developments**” means any discovery, invention, design, improvement, modification, concept, specification, creation, development, treatment, computer program, method, process, apparatus, specimen, formula, formulation, product, hardware or firmware, any drawing, report, memorandum, article, letter, notebook and any other work of authorship and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing, that:

- (a) result or derive from Provider’s creation, knowledge, or use of Aggregated Data; or
- (b) are conceived or reduced to practice by Provider (solely or jointly with others including the Customer) in the course of performing the Services.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Order Forms**” means the documents for placing orders for Cloud Services hereunder that are entered into between Customer and Provider from time to time. Order Forms shall be deemed incorporated herein by reference.

“**Privacy Laws**” means all applicable laws and regulations related to data privacy, the transmission of technical or personal data and personal information, and the collection, use, disclosure, and storage of personal information.

**“Statements of Work”, or “SOWs”,** means statements of work for Consulting Services hereunder that are entered into between the Customer and Provider from time to time, including addenda and supplements thereto. Statements of Work shall be deemed incorporated herein by reference.

**“Terms and Conditions”** means the Terms and Conditions available at [https://uploads-ssl.webflow.com/62e15613ba45c44ad7b80ed2/638e285df9c7b076f9c86e57\\_Terms%20and%20Conditions-REV%20Sept%202022%20\(1\).pdf](https://uploads-ssl.webflow.com/62e15613ba45c44ad7b80ed2/638e285df9c7b076f9c86e57_Terms%20and%20Conditions-REV%20Sept%202022%20(1).pdf) and any other appendices, schedules, agreements, policies, and guidelines, on the Krux website or otherwise, applicable to access and use of the Software by Customer or Customer’s Users.

**“Third Party Services Data”** means data from third party sources or services that Provider acquires and makes available to the Customer as part of the Software Services, including services from Provider, government or regulatory bodies, or publicly available sources.

**“Users”** means those employees, independent contractors and certain clients of the Customer or its Affiliates who are entitled to access and use the Software Services pursuant to a valid Order Form or SOW.

**“User Guide”** means Provider’s user guide and help menus for the Software Services, as updated from time to time.

## **2. SOFTWARE AS A SERVICE (KRUX™)**

**2.1** If you subscribe and pay for access to any Software as a Service products, then additional software license terms may apply. If additional software license terms do not accompany the User Login, the following terms apply:

- (a) In consideration of payment of the applicable fees, and all other amounts properly due and owing to Provider as identified in an Order Form or SOW for the associated Software as a service, Provider hereby grants to you a non-exclusive, non-sublicensable, non-assignable, and nontransferable license to use the Software on these terms. You may only use such Software during the applicable Subscription Period, unless otherwise expressly permitted in another license granted by Provider.
- (b) The Customer agrees that (i) Provider may from time to time make minor changes or additions to the Software; provided, however, that they shall not result in a material reduction in the level or scope of Software provided therein, unless otherwise consented to in writing by the Customer; and (ii) the Customer’s purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Provider regarding future functionality or features.
- (c) If support is provided, Provider’s responsibility for support is explicitly limited to the Software and does not include support, troubleshooting or maintenance for the hardware or software of third parties (including 3rd Parties), platform vendors or others.
- (d) Provider shall provide the Software to the Customer in accordance with: (i) the User Guide in all material respects; and (ii) applicable laws and government regulations, including without limitation all Privacy Laws.

**2.2 Provider Use and Protection of Customer Data for Software.** The Customer hereby grants to Provider a non-exclusive, non-assignable and non-transferable (except as provided in section 13.6), royalty-free license to access, use, store, reproduce, support, maintain, and, modify the Customer Data for the purpose of providing the Software Services, for the purpose of further developing the Software Services and developing and implementing algorithms for the purposes of the Software Services, or as otherwise permitted by this Agreement. Provider shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of the Customer Data. Provider shall not disclose the Customer Data to any third parties except as compelled by law in accordance with the “Confidentiality: Compelled Disclosure” section below or as expressly permitted in writing by the Customer. In the event of unauthorized access to Customer Data, Provider will endeavor to promptly notify the Customer of such unauthorized access and undertake reasonable commercial efforts to prevent further unauthorized access.

**2.3 Restrictions.** The Customer shall not (i) permit any third party to access the Software, except as permitted herein or in a Statement of Work, (ii) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iii) use the Software to store or transmit Malicious Code; (iv) interfere with or disrupt the integrity or performance of the Software or third-party data contained therein; (v) attempt to gain unauthorized access to the Software or their related systems or networks; (vi) create derivative works based on the Software Services, (vii) copy, frame or mirror any part or content of the Software Services, (viii) reverse engineer the Software Services, or (ix) access the Software in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Software.

### 3. CONSULTING SERVICES

3.1 Provider shall perform the Consulting Services as set out and mutually agreed to by the parties in each executed Statement of Work. Provider shall use commercially reasonable efforts to meet the performance dates set out in the Statement of Work, but any such dates shall be estimates only.

### 4. CUSTOMER RESPONSIBILITIES

4.1 **Customer Responsibilities.** The Customer shall: (i) ensure that its Users who access and use the Software agree to be bound by the Terms and Conditions, and shall be responsible for Users' compliance with this Agreement and the Terms and Conditions; (ii) be responsible for the accuracy, quality and legality of Customer Data and of the means by which it acquired Customer Data; (iii) use the Software only in accordance with the User Guide and applicable laws and government regulations; (iv) give such assistance as may reasonably be requested by the Provider to provide the Services; (v) grant licenses or obtain licenses for such software or solutions used by the Customer as may be reasonably necessary for the Provider to provide the Services; and (vi) perform and ensure that its Users perform such additional duties and responsibilities, if any, as may be described in an Order Form or SOW (collectively, "**Customer Responsibilities**"). This Agreement and the Terms and Conditions are intended to be complementary, but in the event of any inconsistency between this Agreement and the Terms and Conditions, this Agreement shall govern, to the extent of the inconsistency.

4.2 **Failure to Perform Customer Responsibilities.** If the Customer fails to fulfill any Customer Responsibilities in a proper and timely manner and such failure is a direct cause of a delay in the performance of the Services or results in additional cost to Provider, then Provider will provide to the Customer a written specification of such delay and Provider's estimate of the resulting cost (if any). The Customer will pay to Provider the cost at Provider's then current standard time and material rates and charges (or otherwise as may be agreed by the parties) and any time limits for performance will be extended by a period equal to the length of the delay. Without limiting the foregoing, Provider will be relieved of responsibility for providing Services to the extent and so long as its ability to provide the Services is affected by problems caused by the actions or inactions of Customer, Customer's Users, or Customer's Users' third party vendors or suppliers, or the failure of Customer to provide or maintain access to and integration with any of Customer's data sources that feed into the Software Services.

### 5. FEES AND PAYMENT

5.1 **Fees.** The Customer shall pay all fees specified in all Order Forms, SOWs or otherwise provided hereunder.

5.2 **Subscription (User) Fees.** Payment obligations are non-cancelable, and fees paid are non-refundable. Subscription fees, unless otherwise stated elsewhere in this Agreement or in a Statement of Work, are based on periodic (e.g., monthly or annual) periods that begin on the subscription start date, and each periodic (e.g., monthly or annual) anniversary thereof; provided, however, fees for subscriptions added in the middle of a subscription period (e.g., monthly period or annual period) will be charged for the full subscription period (e.g., monthly period or annual period) and thereafter for the full monthly or annual periods remaining in the subscription term.

5.3 **Invoicing and Payment.** For monthly subscriptions, fees will be invoiced each month end for all services used and otherwise in accordance with the relevant Order Form or SOW. For annual subscriptions, fees will be invoiced each year end for all services used and otherwise in accordance with the relevant Order Form or SOW. Unless otherwise stated in the Order Form or SOW, fees are due net 30 days from the invoice date. The Customer is responsible for providing complete and accurate billing and contact information to Provider and notifying Provider of any changes to such information.

5.4 **Overdue Charges.** If any amounts invoiced hereunder are not received by Provider by the due date, then at Provider's discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month (equivalent to 18% per annum), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. If Provider is required to take action to collect any amount due, then the Customer agrees that the Customer shall pay Provider all costs Provider incurs in collecting any amounts hereunder, including, but not limited to, reasonable attorneys' fees and costs.

5.5 **Suspension of Service.** If any fees owing by the Customer is 30 days or more overdue, Provider may, without limiting its other rights and remedies, automatically suspend Services in whole or in part until such amounts are paid in full, provided Provider has given the Customer 15 or more days' prior notice that its account is overdue.

5.6 **Payment Disputes.** Provider shall not exercise its rights under the "Overdue Charges" or "Suspension of Service" sections above if the Customer is disputing the applicable charges reasonably and in good-faith and is cooperating diligently to resolve the dispute.

**5.7 Fees, Assessments, and Taxes.** Unless otherwise stated, Provider's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, or sales and use taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Provider is solely responsible for taxes assessable against it based on its income, property and employees and any withholding taxes. If laws or regulations require that taxes be withheld, Customer will deduct those taxes from the remittable payment and pay the taxes to the proper taxing authority. Customer agrees to cooperate with Provider in the event Provider claims exemption from such withholding or seeks deductions under any double taxation or other similar treaty or agreement from time to time in force, such cooperation to consist of providing Provider with receipts of payment of such withheld tax or other documents reasonably available to Customer.)

## **6. PROPRIETARY RIGHTS**

**6.1 Reservation of Rights in Software & Consulting Services.** Subject to the limited rights expressly granted hereunder, Provider reserves all rights, title and interest in and to the Software & Consulting Services, and all modifications and improvements thereto, including all related intellectual property rights. No rights are granted to the Customer hereunder other than as expressly set forth herein.

**6.2 Customer Data.** Subject to the limited rights granted by the Customer hereunder, Provider acquires no right, title or interest from the Customer or its licensors under this Agreement in or to the Customer Data, including any intellectual property rights therein. Nothing in this Section 6.2 shall limit Provider's right, title, and interest in and to the Software & Consulting Services, including algorithms included in the Software & Consulting Services, however developed.

**6.3 Ownership of Developments.** All Developments will be the sole and exclusive property of Provider and Provider will have sole discretion to deal with the Developments. To the extent the Customer acquires any right, title or interest (if any) in or to any Developments, the Customer hereby assigns and will assign all such right, title and interest to Provider and agrees to execute and deliver any further documents and instruments as may be necessary to fully and effectually give effect to Provider's ownership of Developments and Aggregated Data and to waive in favor of Provider, its successors, assigns and licensees any moral rights (if any) which any employee, contractor or agent of the Customer may have therein.

## **7. CONFIDENTIALITY**

**7.1 Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; Confidential Information of Provider shall include the Cloud Services and Developments; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms and Statements of Work, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party.

**7.2 Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose other than permitted by this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form or Statement of Work to any third party other than its Affiliates, accountants, attorneys or other professional advisors, or potential acquirers, without the other party's prior written consent, and provided that in each case each such person must have a legitimate reason to have access to such Confidential Information and must be under an agreement or otherwise under a duty at law to protect such Confidential information which is substantially equivalent to the obligations contained herein.

**7.3 Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law, regulation or securities exchange requirement to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

**7.4 Destruction or Return of Confidential Information.** Upon expiration or termination of this Agreement, each party shall return or destroy all Confidential Information of the other party, as directed by the other party, except that (i) each party may retain records of such Confidential Information as are contained in any IT data back-ups maintained as part of a party's reasonable IT policy, and (ii) Provider may retain records of previously-collected Customer Data and Confidential Information as are required by Provider to exercise its continuing rights and obligations under sections 2.2 and 7.3; provided in the case of subsections (i) and (ii) such records shall not be accessed or used other than as permitted by this Agreement.

## **8. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**8.1 Provider Warranties.** Provider warrants that: (i) it has validly entered into this Agreement and has the legal power to do so; (ii) the Software shall perform materially in accordance with the User Guide; (iii) it will not transmit Malicious Code to the Customer, provided it is not a breach of this subpart (iii) if the Customer or a User uploads a file containing Malicious Code into the Software and later downloads that file containing Malicious Code; and (iv) it will perform the Consulting Services and Maintenance and Support Services to the same reasonable standards of skill and competence generally applicable to generally recognized Provider of such services.

**8.2 Customer's Warranties.** The Customer warrants that it has validly entered into this Agreement and has the legal power to do so.

**8.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

## **9. MUTUAL INDEMNIFICATION**

**9.1 Indemnification by Provider.** Subject to this Agreement, Provider shall defend the Customer, at Provider's expense, against any claims, demands, suits or proceedings ("**Claims**") made or brought against the Customer by a third party alleging that the use of the Services as contemplated hereunder directly infringes a patent, or any copyright or trademark of a third party, or misappropriates such third party's trade secrets. Further, Provider shall indemnify and hold the Customer harmless against all awards and recoveries finally awarded against the Customer by a court of competent jurisdiction or an arbitrator or agreed to in a written settlement agreement signed by Provider, and all reasonable attorneys' fees in connection with such Claims. Promptly upon receiving notice of a Claim, the Customer shall: (a) give Provider prompt written notice of the Claim; (b) give Provider sole control of the defense and settlement of the Claim (provided that Provider may not settle or defend any claim unless it unconditionally releases the Customer of all liability); and (c) provide to Provider, at Provider's cost, all reasonable assistance in the defense or settlement of such Claim. Provider's indemnification obligation shall be offset to the extent its ability to defend or settle a claim is jeopardized by the Customer's failure to comply with the preceding sentence. Provider shall have no indemnification obligation for infringement claims arising from the combination of the Services with any of the Customer's products, services, hardware, data or business processes to the extent the combination causes the infringement or use of the Services by the Customer other than in accordance with this Agreement to the extent such unauthorized use causes the infringement. If the Services are held or likely to be held infringing, Provider shall have the option, at its expense to: (i) replace or modify the Services as appropriate, provided the foregoing shall not result in any material diminishment or degradation of the Services; (ii) obtain a license for the Customer to continue using the Services, (iii) replace the Services with a functionally equivalent service; or (iv) terminate the applicable Services and refund any prepaid, unused fees applicable to the remaining portion of the subscription term of the applicable Services following the effective date of termination.

**9.2 Indemnification by The Customer.** Subject to this Agreement, the Customer shall defend Provider, at the Customer's expense, against any Claims made or brought against Provider by a third party alleging that the Customer Data, or the Customer's use of the Services in violation of this Agreement, infringes or otherwise violates a third party's property, privacy or other rights. Further, the Customer shall indemnify and hold Provider harmless against all awards and recoveries finally awarded against Provider by a court of competent jurisdiction or an arbitrator or agreed to in a written settlement agreement signed by the

Customer, and all reasonable attorneys' fees in connection with such Claims. Promptly upon receiving notice of a Claim, Provider shall: (a) give the Customer prompt written notice of the Claim; (b) give the Customer sole control of the defense and settlement of the Claim (provided that the Customer may not settle or defend any Claim unless it unconditionally releases Provider of all liability); and (c) provide to the Customer, at the Customer's cost, all reasonable assistance in the defense or settlement of such Claim. the Customer's indemnification obligation shall be offset to the extent its ability to defend or settle a claim is jeopardized by Provider's failure to comply with the preceding sentence.

**9.3 Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

## **10. LIMITATION OF LIABILITY**

**10.1 Limitation of Liability.** IN NO EVENT SHALL PROVIDER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY THE CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

**10.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL PROVIDER HAVE ANY LIABILITY FOR ANY (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, (B) LOST PROFITS OR REVENUE, (C) FAILURE TO REALIZE EXPECTED SAVINGS, OR (D) COST OF PROCUREMENT, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. TERM AND TERMINATION**

**11.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until all Order Forms or SOWs have expired or been terminated.

**11.2 Order Forms Renewal.** Except as otherwise specified in the applicable Order Forms or SOWs, all Order Forms and SOWs shall automatically renew on a periodic basis (e.g., on a month-to-month basis, or on a year-to-year basis, as applicable), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

**11.3 Termination for Cause.** A party may terminate this Agreement for cause (i) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and in the case of any such involuntary proceeding it remains undismissed 30 days after filing.

**11.4 Effect of Termination on Software and Customer Data.** Upon expiration or termination of this Agreement, (i) Provider's and its Users' access to and use of the Software will be terminated and Provider will cease to collect any Customer Data through the Software Services; however, The Customer acknowledges and agrees that previously collected Customer Data may continue to be retained and used by Provider for the purposes of Aggregated Data and Developments as set out in sections 2.2 and 6.3; and (ii) without limiting subsection (i), upon request by the Customer made within 30 days after the effective date of termination, Provider will make available to the Customer a file of the Customer Data in the native database format along with attachments in their native format; after such 30-day period, Provider shall have no obligation to maintain or provide any Customer Data to the Customer.

**11.5 Surviving Provisions.** The sections titled "Overdue Charges," "Proprietary Rights," "Confidentiality," "Warranties, Exclusive Remedies and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement. Expiration or termination of this Agreement shall not relieve the parties of any obligation accrued prior to such expiration or termination, including any accrued payment obligation.

## **12. GENERAL PROVISIONS**

**12.1 Customer Reference.** The Customer may allow Provider to reference the Customer as a customer using Provider technology on Provider's website and in print copy or marketing collateral. The Customer may if it agrees provide Provider with an approved company logo that Provider may publish on Provider's website and/or marketing collateral to communicate such relationship.

**12.2 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. The Customer acknowledges and agrees that (i) its engagement of Provider under this Agreement is not exclusive to the Customer, and (ii) Provider may provide to other entities services that are similar or identical to the Services.

**12.3 Notices.** All notices, permissions and approvals hereunder shall be sent either by registered or certified mail, or personal delivery, or by electronic means of communication properly addressed as follows (or at such other address as either party hereto may from time to time designate by notice in writing to the other party):

Krux Analytics Inc.  
200 – 632 Confluence Way SE  
Calgary, AB T2G 0G1

Gowling WLG (Canada) LLP  
1600, 421 – 7<sup>th</sup> Avenue SW  
Calgary, Alberta, T2P 4K9

Attention: Jody Conrad, President / CEO  
Tel No.: 403-603-8955  
E-mail: jconrad@kruxanalytics.com

Attention: Steve Will  
Tel No.:(403) 298-1985  
E-mail: steve.will@gowlingwlg.com

Each notice shall be deemed to be given upon receipt or, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day.

**12.4 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

**12.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**12.6 Assignment.** Neither Party will assign any rights or obligations under this Agreement without the prior written consent of the other Party and any attempted assignment in violation of the foregoing will be null and void, except that either Party may assign this Agreement without such consent to its successor in interest by way of merger, combination (by any means, including by plan of arrangement), acquisition or sale of all or substantially all of its assets. In the case of any such assignment as permitted by this section, the assignee must concurrently agree in writing with the non-assigning party to assume all obligations and covenants of the assigning party and to be bound by this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.7 Governing Law.** This Agreement and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to its conflicts of laws rules that would apply a different body of law, or the United Nations Convention on the International Sale of Goods.

**12.8 Entire Agreement.** This Agreement, including all schedules and addenda hereto, all SOWs and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms and SOWs) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**12.9 Headings.** The headings of clauses contained in this Agreement preceding the text of the sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement or have any effect on its interpretation or construction.

**12.10 Remedies.** Except as expressly provided herein, the remedies provided to the parties under this Agreement are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which any of the parties is entitled to seek at law, in equity or by statute.

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Subscription Agreement as of the Effective Date.

**KRUX ANALYTICS INC.**

**Client name**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_