

Absolute Engagement Engine Terms and Conditions

The Absolute Engagement Engine Services are provided by If Not Now Research Inc. doing business as Absolute Engagement and herein referred to as “Absolute Engagement”. You, the user of the Services, will be referred to herein as the “Subscriber”.

By using the Services, you are agreeing to these terms and conditions and to be bound by them. Please read them carefully. Absolute Engagement’s Services are diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with Absolute Engagement if you use those Services.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein contained, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

DEFINITIONS

“Aggregate Statistics” means data and information related to the Subscriber’s Authorized Users’ use of the Services that are provided by Absolute Engagement including compiling statistical and performance information related to the provision and operation of the Services.

“Authorized User” means a Subscriber’s employees, consultants, contractors, or agents (i) who are authorized by the Subscriber to access and use the Services under the rights granted to the Subscriber under this Agreement; and (ii) for whom access to the Services has been purchased hereunder.

“Billing Cycle” means the cadence at which the Subscriber will be billed for the Services as indicated in the Subscriber’s invoice.

“Client Data” means other than Aggregated Statistics, information, data, and other content in any form or medium, that is submitted posted, or otherwise transmitted by or on behalf of the Subscriber, an Authorized User, or client through the Services.

“Confidential Information” has the meaning outlined in this agreement.

“Initial Term” means the period one (1) year from the effective date noted in the Subscription Agreement unless specified differently.

“Renewal Term” means the subsequent one (1) year term following either the initial term or the then-current Renewal Term.

“Subscription Date” means the date of online registration.

SERVICES

The Subscriber agrees to engage Absolute Engagement on a non-exclusive basis to provide the Absolute Engagement Engine for the Subscriber pursuant to this Agreement (the “Terms and Conditions”). The term “Agreement” will refer to these Absolute Engagement Engine Terms and Conditions, as well as any amendments that have been executed by the mutual agreement of the Parties.

Other than periodic system improvements which will be determined by Absolute Engagement at its sole discretion, any changes to the Services will be made and implemented only in accordance with a change order and can only be made by written agreement of the Parties. The Subscriber will not be liable for Fees or other charges associated with any Change unless such Change has been agreed to in writing by the Parties. Notwithstanding that Absolute Engagement reserves the right to amend the Fees, charges, or expenses payable to Absolute Engagement after the Initial Term of the Subscription Agreement by providing the Subscriber with a minimum of 90 days written notice of such a change. This provision cannot be varied or waived by a Party by any oral agreement or through a course of dealing or conduct or any equitable principle or other legal doctrines.

ACCESS AND USE

Subject to and conditioned to the Subscriber’s payment of Fees and compliance with all other terms and conditions, Absolute Engagement hereby grants the Subscriber a non-exclusive, non-transferable license to use except as stated below solely for use by Authorized Users in accordance with these terms and conditions. Such use is limited to the Subscriber’s internal use. Absolute Engagement shall provide the Subscriber with the necessary passwords and network links or connections to allow the Subscriber to access the Service. The total number of Authorized Users will not exceed the number set forth in the online registration except as expressly agreed to in writing by both Parties and subject to any appropriate adjustment of the Fees payable hereunder.

The Subscriber shall not use the Services for any purpose beyond the scope of the access as noted. The Subscriber shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) share access credentials.

Absolute Engagement reserves all rights not expressly granted to the Subscriber under these terms and conditions. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the Subscriber or any third party any intellectual property rights or other rights, title, or interest in or to Absolute Engagement’s Intellectual Property.

Notwithstanding anything to the contrary in these terms and conditions, Absolute Engagement may temporarily suspend the Subscriber’s and any Authorized User’s access to any portion or all

of the Services if: (i) Absolute Engagement reasonably determines that (A) there is a threat on any or all of Absolute Engagement's Intellectual Property, (B) the Subscriber's or any Authorized User's use of Absolute Engagement's Intellectual Property disrupts or poses a security risk to Absolute Engagement's Intellectual Property or to any other customer or vendor of Absolute Engagement, (C) the Subscriber or any Authorized User, is using the Absolute Engagement's Intellectual Property for fraudulent or illegal activities, (D) subject to applicable Law, the Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors, or similar disposition of its assets, or become the subject of any Bankruptcy, reorganization, liquidation, dissolution or similar proceedings, (E) Absolute Engagement's provision of the Services to the Subscriber or any Authorized User is prohibited by applicable law, or (F) technical repairs or maintenance are required to Absolute Engagement's Systems including any vendor of Absolute Engagement's that has suspended or terminated Absolute Engagement's access to or use of any third-party services or products required to enable the Subscriber to access the Services. Absolute Engagement shall use commercially reasonable efforts to provide written notice of any Service Suspension to the Subscriber and to provide updates regarding the resumption of the Services following any Service Suspension. Absolute Engagement shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Absolute Engagement will have no liability for any damages liability, losses (including any loss of data profits), or any other consequences that the Subscriber or any Authorized User may incur as a result of a Service Suspension.

Absolute Engagement reserves the right, in its sole discretion, to make any changes to the Services and Provided Materials that it deems necessary or useful to maintain or enhance: (i) the quality or delivery of Absolute Engagement's services to its clients; (ii) the competitive strength of or market for Absolute Engagement's services; or (iii) the cost efficiency or performance of the services; or (iv) to comply with applicable Law.

Absolute Engagement may, from time to time, at its discretion engage third parties to perform Services (each a "Subcontractor"). Should Absolute Engagement engage a Subcontractor to perform the Services, Absolute Engagement will ensure that the terms in which the Subcontractor provides the Services are at least as stringent as the terms agreed to by the Parties herein.

Notwithstanding anything to the contrary in this Agreement, Absolute Engagement may monitor the Subscriber's Authorized Users' use of the Services and collect and compile usage statistics. Please refer to Absolute Engagement's privacy policy to learn more: [Absolute Engagement's Privacy Policy](#).

Absolute Engagement may, directly or indirectly, and by use of a disabling device or any other lawful means, suspend, terminate or otherwise deny access to , or use of, all or any part of the Services or Absolute Engagement's materials by the Subscriber, their Authorized User(s) or any other Person, without incurring any resulting obligation or liability, if: (a) Absolute Engagement receives a Government Order that expressly or by reasonable implication requires Absolute Engagement to do so, or (b) Absolute Engagement believes, in its sole discretion that: (i) the Subscriber or any Authorized User has failed to comply with, any terms of this Agreement, accessed or used the Services beyond the scope of the rights granted or for a purpose not

authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Specifications; (ii) the Subscriber or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section does not limit any of Absolute Engagement's other rights and remedies, whether at Law, in equity, or under this Agreement.

The Subscriber is responsible and liable for all uses of the Services resulting from access provided by the Subscriber, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

The Subscriber further guarantees acknowledges and agrees that:

- a) They will make all Authorized Users aware of this Agreement's provisions and shall cause Authorized Users to comply with this Agreement;
- b) It will keep private and secure all access credentials and passwords provided to it;
- c) It will provide Absolute Engagement personnel with access to the Subscriber's systems as is necessary for Absolute Engagement to perform the Services in accordance with the terms of this Agreement;
- d) It will assume full responsibility for all the Subscriber Data, content, and information it uploads or otherwise provides to Absolute Engagement's systems;
- e) Any content uploaded or actions performed through the Subscriber's Absolute Engagement account are done so at the Subscriber's own risk;
- f) It will provide all cooperation and assistance as Absolute Engagement may reasonably request to enable Absolute Engagement to exercise its rights and perform its obligations under and in connection with this Agreement.

Absolute Engagement is not responsible or liable for any delay or failure of performance caused in whole or in part by the Subscriber's delay in performing or failure to perform, any of its obligations under this Agreement.

Subject to the terms and conditions of this Agreement:

- a) Absolute Engagement will use commercially reasonable efforts to make the Services available.
- b) Support:
 - a. Absolute Engagement will provide onboarding support.
 - b. Technical support is available to Subscribers for issues directly and exclusively related to the Services, provided the request is made on a weekday (Monday to Friday, excluding Canadian holidays). Absolute Engagement guarantees a response within one (1) business day from the time the request is received, if made during the specified time. In the unlikely event that a server issue causes any downtime,

the matter would receive the highest priority to ensure immediate access is made available. Absolute Engagement will answer all support requests in the order that they are received as long as they are pursuant to the guidelines specified here. If a request is made outside of these times, Absolute Engagement will respond at the earliest possible time that falls within its business hours as outlined above, following the order in which requests are received. The type of support that the Subscriber is entitled to depends on the plan that they are subscribed to, and Absolute Engagement reserves the right to decline to provide support if contacted through a means that is not supported by the Subscriber's current plan. Support will only be provided to Authorized Users and will not be provided to anyone else. The Subscriber agrees to use the Absolute Engagement support services on a reasonable basis and when necessary. Absolute Engagement reserves the right, in its sole and absolute discretion, to terminate or suspend the support services for the Subscriber's failure to use the support services in accordance with the terms hereof.

Absolute Engagement recognizes that occasionally the Subscriber may require additional service support outside of what would be determined by Absolute Engagement to be within the scope of standard support, the cost for providing this additional support will be determined on a case-by-case basis by Absolute Engagement and must be agreed upon in writing and in advance by the Subscriber.

FEES FOR SERVICES

In exchange for the Services, the Subscriber will pay Absolute Engagement the fees either monthly or annually as set out in the Subscriber's invoice.

The Subscriber shall pay Absolute Engagement the fees ("Fees") as outlined in the plan subscribed to by the Subscriber without setoff or deduction. The Subscriber shall make all payments on or before the due date and in the currency noted in the Subscriber's Subscription Agreement. If the Subscriber fails to make any payment when due, without limiting Absolute Engagement's other rights and remedies: (i) Absolute Engagement may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the maximum amount permitted under applicable Law; (ii) the Subscriber shall reimburse Absolute Engagement for all costs incurred by Absolute Engagement in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such failure continues for 5 days or more, Absolute Engagement may suspend the Subscriber's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Any chargebacks incurred by Absolute Engagement will incur a \$50 service fee per chargeback, in addition to the existing amount charged back and owed to Absolute Engagement.

If at the end of any Term, the plan that the Subscriber had subscribed to during said Term is no longer available, the Subscriber shall be automatically migrated to the most similar plan then available unless the Subscriber advises Absolute Engagement in writing stating that it would like to subscribe to another plan. Absolute Engagement at all times reserves the right to modify and remove existing plans and make available new plans at its sole and absolute discretion.

Refunds will not be given to Subscribers who cancel their Services during their billing cycle. Subscribers will be charged at the beginning of each billing cycle in advance for the upcoming

period. Subscribers can add or subtract Authorized Users throughout the billing cycle and these changes and pro-rata charges will be reflected on the next billing cycle unless agreed to in writing by both parties.

DATA BACKUP

Absolute Engagement will take industry-standard precautions to maintain and back up the Subscriber's data on a periodic basis, but Absolute Engagement has no obligation or liability for any loss alteration, destruction, damage, corruption, or recovery of the Subscriber's data.

OWNERSHIP

Data gathered is the property of the Subscriber. The Subscriber will have access to their client data via Absolute Engagement's dashboards. Should the Subscriber opt not to renew their agreement, Absolute Engagement will archive client data for a period of 1 year after the expiry of this agreement unless a specific request has been made to delete all the data.

If you are subscribing through a third party, they may have access to a separate dashboard by which they can view your results. Should you want to confirm what level of results a third party can view email support@absoluteengagement.com.

SUBSCRIPTION TERM, UPGRADE, RENEWAL, TERMINATION and TAXES

This Agreement will commence on the subscription date ("Subscription Date") and continue for the initial term ("Initial Term"). The Agreement will automatically renew for an additional term unless otherwise specified to in writing.

The Subscriber may upgrade to the ENHANCED solution by contacting support via email or live chat. The additional charge will be applied in the next billing cycle, with annual subscribers having the charge prorated based on the remaining subscription term.

Absolute Engagement will provide a renewal notice at least ninety (90) days before the renewal date. Subscription fees for any renewal term may be adjusted with ninety (90) days notice prior to the start of the Renewal Term.

The Subscriber may terminate this Agreement after the Initial Term by providing written notice to Absolute Engagement no less than sixty (60) days before the Initial Term expires. Termination will not affect any Services that are not terminated, and the terms of this Agreement will remain in effect for those Services.

All Fees and other amounts payable by the Subscriber under this Agreement are exclusive of taxes and similar assessments. The Subscriber is responsible for all value added tax, use and excise taxes, and any other similar duties, and charges of any kind imposed by and federal, provincial, state, territorial, or local government entity on any amounts payable by the Subscriber hereunder, other than any taxes imposed on Absolute Engagement's income.

ASSIGNMENT

This Agreement will bind and endure to the benefit of the Parties' successors, Absolute Engagement, and the Subscriber.

GENERAL PROVISIONS

The Subscriber agrees to comply with all your applicable domestic laws regarding the use of the Absolute Engagement Engine.

Absolute Engagement does not provide any form of warranty or guarantee of any kind, either express or implied regarding the Absolute Engagement Engine. Absolute Engagement is not responsible, and the Subscriber waives any claim that you may have against Absolute Engagement, for any losses or damages caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, other than losses or damages arising from Absolute Engagement's material breach of contract, wilful misconduct, gross negligence or fraud.

Any delays in or failure of Absolute Engagement in the performance of its obligations under these terms and conditions shall not be considered a breach thereof if such delay or failure is occasioned by an event of force majeure that is beyond the reasonable control of Absolute Engagement.

The intellectual property associated with the Absolute Engagement Engine is owned by Absolute Engagement.

No amendment or waiver of any term of this Agreement is to be valid unless set forth in writing. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid provision will be severable from this Agreement. This Agreement is governed by the laws of the province of Ontario and the federal laws of Canada, as applicable.

CONFIDENTIALITY

While providing the Services, both parties, including all Subcontractors, will have access to, be entrusted with, and acquire detailed and confidential knowledge of both parties' businesses, operations, and proprietary information ("Confidential Information").

"Confidential Information" means any information disclosed by either party or its agents, representatives, contractors, or employees to the other, either directly or indirectly in writing, orally, or by inspection of tangible objects that are identified as confidential or proprietary or (b) reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, or is client data.

Except as otherwise provided herein, the Subscriber and Absolute Engagement agree (a) to hold the Confidential Information in strict confidence, (b) not to disclose such Confidential

Information to any third parties, and (c) not to use any Confidential Information for any purpose except to facilitate delivery of this agreement. The Subscriber and Absolute Engagement, and any Subcontractors, will safeguard the Confidential Information with the same degree of care, which it uses to protect its own Confidential Information, but in any event not less than reasonable care.

Confidential Information will not include information that (a) is or becomes, through no act or failure to act on the part of Absolute Engagement or the Subscriber, generally known or available to the public; (b) was or is legally obtained or learned by Absolute Engagement or the Subscriber through, or legally furnished by a third party, without restriction as to use or disclosure; or (c) is independently developed by Absolute Engagement or the Subscriber without the use of or reference to the Confidential Information, as shown by documents and other competent evidence in Absolute Engagement or the Subscriber's possession.

The receiving party may disclose the disclosing party's Confidential Information where disclosure is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) or is otherwise required by law or requested by any court of law or governmental or regulatory authority having appropriate jurisdiction, provided the receiving party gives the disclosing party prior notice of such required disclosure if such prior notice is permitted by law, to allow the disclosing party to seek a protective order or other remedies at disclosing party's cost. The receiving party shall reasonably assist the disclosing party in its effort to obtain a protective order or other limitation on the disclosure, at the disclosing party's expense. If the receiving party remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of Confidential Information that, in the opinion of its legal counsel, the receiving party is required to disclose; and (b) use commercially reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

Upon request, Absolute Engagement and/or the Subscriber will promptly return or certify the destruction of all Confidential Information and all copies thereof. Either party may retain a copy of the confidential information as required by government regulation or law, or pursuant to an archival backup system, with such retained information subject to the confidentiality obligations contained herein.

Nothing contained in this Agreement grants any rights to Absolute Engagement or the Subscriber by license or otherwise to any of the Confidential Information.

Absolute Engagement and the Subscriber acknowledge that all the Confidential Information is owned solely by the originating party and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Absolute Engagement and the Subscriber agree that both parties will have the right to seek an immediate injunction to mitigate or prevent harm caused by a breach of this Agreement, as well as the right to pursue all other rights and remedies available at law or in equity for such a breach.