

HIGH-IMPACT ON-DEMAND CONSULTING SERVICES AGREEMENT

This agreement governs the High-Impact On-Demand Consulting Service (the “**Service**”).

BETWEEN:

DEPLOY SOFTWARE SOLUTIONS, INC. (“**DEPLOY SOLUTIONS**”), a private corporation incorporated and headquartered in Toronto Ontario, Canada,

(“**Deploy Solutions**”)

- and -

YOU, the purchaser of the Service,

(“**Customer**”)

RECITALS:

WHEREAS the Customer wishes to engage Deploy Solutions to receive consulting services pursuant to the terms set out herein for the Customer’s use in its own internal business purposes (the “**Purposes**”).

NOW THEREFORE in consideration of the respective covenants contained in this consulting services agreement and all schedules attached hereto (collectively, the “**Agreement**”) and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party hereto) the parties agree as follows:

ARTICLE 1 SERVICES

1.1 Services. During the term of this Agreement Deploy Solutions, by its employees, subcontractors or agents, will perform the services (the “**Services**”) for a period of time (the “**Consulting Hours**”) as set out in the Description/Instructions field of the Calendly online booking form for the purchased Service (the “**Service Description**”) and deliver the deliverables relating thereto, (the “**Deliverables**”), subject to the terms and conditions herein and payment of the applicable fees and expenses. The Services exclude any extended, enhanced or additional services beyond what is set out herein.

1.2 Manner of Providing Services. The manner and means by which Deploy Solutions provides the Services shall be under Deploy Solutions’ sole and exclusive control; provided, however, that the Services meet the requirements set out in the Service Description and the terms of this agreement.

1.3 Service Appointment Scheduling: Consulting Hours shall be delivered during a Service Appointment delivered entirely virtually via Zoom or Microsoft Teams. Customer shall have ninety (90) days from the Purchase Date to schedule the Service Appointment at a mutually agreeable time with Deploy Solutions, using Calendly online booking service. Customer must schedule the Service Appointment at least two (2) days in advance. Customer may reschedule a service using Calendly online booking service. Customer acknowledges and agrees that they and their invitees may receive automated email confirmations and rescheduling notifications.

1.4 Service Appointment Delivery: The duration of the Service Appointment is specified in the Service Description. The entire duration of the Service Appointment time shall be considered consumed by the Appointment, even in the case that Customer terminates the service appointment early Customer acknowledges and agrees that they and their invitees may receive automated email reminders and follow-ups and may choose to receive text reminders before a scheduled event.

1.5 Cancellation or No-Show. Customer and Deploy Solutions may cancel a previously scheduled Service Appointment. Cancellations must be made using Calendly online booking service to be valid. In the event the Customer cancels a previously scheduled Service Appointment with fewer than forty-eight (48) hours of notice or otherwise fails to participate in the delivery of the Consulting Hours, Customer agrees and understands the Consulting Hours shall be considered delivered by Deploy Solutions and Customer shall forfeit any right to reimbursement of their Purchase Fee, in whole or in part. Customer acknowledges and agrees that they and their invitees may receive automated email notifications of cancellations.

1.6 Exclusivity. This Agreement does not restrict Deploy Solutions from providing similar services to other persons, provided that Deploy Solutions shall not disclose any confidential information of Customer to any other person.

ARTICLE 2 FEES AND PAYMENT

2.1 Fees and Payments. When scheduling the Service Appointment, Customer shall pre-pay to Deploy Solutions, in full, the compensation amount listed in the Calendly event description. Payment options shall be limited to those presented on the Calendly online booking service at the Purchase Time. Payment amounts shall be made using a credit card (if paid via Stripe) or via credit card/ PayPal funds (if PayPal is available).

2.2 Taxes and Duties. The Service Fee is inclusive of local, state, provincial and federal sales and value-added taxes and other applicable taxes and duties exigible on the transaction contemplated by this Agreement.

2.3 Refunds. Customer hereby acknowledges all such fees and expenses paid to Deploy Solutions are non-refundable, in whole or in part, excepting the following:

(a) If Customer cancels the previously scheduled Service Appointment using Calendly online booking service with more than forty-eight (48) hours notice and terminates this agreement for Non-Material Breach, as specified in Section 5.2.b, Deploy Solutions may, at its sole discretion, refund the Service Fee in whole or in part.

(b) If Deploy Solutions terminates this agreement for Non-Material Breach, as specified in Section 5.2.c, Deploy Solutions shall refund the Service Fee in whole.

ARTICLE 3 DELIVERABLES AND IP OWNERSHIP

3.1 License of Deliverables. Deploy Solutions hereby grants to Customer a personal, non-exclusive, non-transferable, non-sublicensable license to use the Deliverables in connection with the Purposes, subject to payment of the fees. The Customer may, with the prior written consent of Deploy Solutions, sublicense such Deliverables to the Customer's own clients solely for such clients' use in their own businesses.

3.2 Intellectual Property Ownership.

3.2.1 Deploy Solutions acknowledges and agrees that Customer shall retain all right, title and interest in and to Customer's inventions, copyrights, patents, trade secrets, trademarks and other intellectual property rights (collectively, the "**Customer IP**").

3.2.2 Customer acknowledges and agrees that:

(a) unless otherwise expressly set out in the Service Description, all Deliverables and any related other work product conceived, created or generated by Deploy Solutions in the performance of the Services, including any software and any inventions protected under patent laws, (collectively, "**Work Product**") shall be the sole and exclusive property of Deploy Solutions, and the only right which Customer obtains to the Innovations is the right of use in accordance with and subject to the terms of this Agreement;

(b) all improvements or changes to the Services or Work Product which may be received from or made by Customer (collectively, "**Feedback and Improvements**") and all intellectual property rights therein (other than Customer IP) shall be the sole and exclusive property of Deploy Solutions without consent from or consideration to the Customer and Customer hereby, upon the provision of such Feedback and Improvements to Deploy Solutions, assigns all right, title and interest in and to such Feedback and Improvements to Deploy Solutions. To the extent that any such Feedback and Improvements made by Customer include any Customer IP, Customer grants Deploy Solutions the right to use such Feedback and Improvements for its other customers provided that such use does not include any proprietary, confidential or identifiable information of Customer;

(c) Deploy Solutions has (and in the performance of this Agreement may further obtain, conceive, create and develop) various general knowledge, expertise, skills, tools, know-how, show-how, approaches, techniques, methodologies, systems, processes, procedures, ways of conducting business, styles, ideas, concepts, trade secrets, software and other confidential and proprietary information and materials (“**Deploy Solutions Tools**”), which Deploy Solutions Tools shall remain the sole and exclusive property of Deploy Solutions; no right, title or interest in or to any Deploy Solutions Tools is granted, transferred or assigned to Customer, subject to Customer’s non-exclusive right to use such Deploy Solutions Tools to the extent that they are reflected in or incorporated into a Deliverable.

3.2.3 Nothing in this Agreement shall be taken to prevent, limit or restrict Deploy Solutions from using any Work Product, Feedback or Improvements, or Deploy Solutions Tools in providing services to Deploy Solution’s other clients or otherwise in conducting its business.

ARTICLE 4 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

4.1 **Confidential Information.** Customer and Deploy Solutions understand and agree that each Party may have access to the confidential information of the other party. For the purposes of this Agreement, “Confidential Information” means:

(a) any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software, source documents, and formulae related to the current, future and proposed products and services of each of the parties, and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information.

(b) information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential.

For the purposes of this Agreement, “Confidential Information” does not include:

(a) Information that is currently in the public domain or that enters the public domain after the signing of this Agreement.

(b) Information a Party lawfully receives from a third Party without restriction on disclosure and without breach of a non-disclosure obligation.

(c) Information that the Receiving Party knew prior to receiving any Confidential Information from the Disclosing Party.

(d) Information that the Receiving Party independently develops without reliance on any Confidential Information from the Disclosing Party.

4.2 Non-Disclosure and Proper Use. Each Party agrees that it will not disclose to any third Party or use any Confidential Information of Intellectual Property Rights disclosed to it by the other Party except when expressly permitted in writing by the other Party. Each Party also agrees that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control.

4.3 Title. The Receiving Party agrees that all Confidential Information furnished by the Disclosing Party shall remain the sole property of the Disclosing Party.

4.4 Disclaimer. Nothing contained in any Confidential Information constitutes any express or implied warranty of any kind. All representations or warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non-infringement, are hereby disclaimed.

4.5 No License Granted. Neither Party grants to the other any license, by implication or otherwise, to use any Confidential Information except as expressly provided in this Agreement.

4.6 Copies. Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

4.7 Unauthorized Use. Neither party shall reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Receiving Party shall promptly advise Disclosing Party in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Receiving Party Personnel or former Receiving Party Personnel.

4.8 Injunctive Relief. Receiving Party acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this Agreement will cause Disclosing Party irreparable damage, and that Disclosing Party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

ARTICLE 5 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

5.1 Warranty. Deploy Solutions warrants that as of the date of delivery of each Deliverable, to the knowledge of Deploy Solutions: (i) Deploy Solutions has the right to grant the license granted to Customer hereunder; and (ii) such Deliverable does not infringe any patent or copyright of any third party.

5.2 Disclaimer of Warranties

THE SERVICES AND DELIVERABLES ARE PROVIDED “AS-IS” AND AT THE RISK OF CUSTOMER AND THERE ARE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY STATUTE OR OTHERWISE IN LAW OR EQUITY OR BY CUSTOM OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE DELIVERABLES OR SERVICES, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY DEPLOY SOLUTIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEPLOY SOLUTIONS DOES NOT REPRESENT OR WARRANT THAT (i) THE DELIVERABLES OR SERVICES WILL MEET CUSTOMER’S NEEDS OR REQUIREMENTS, (ii) THE USE OF THE DELIVERABLES WILL BE CONTINUOUS OR FREE OF DEFECTS, ERRORS OR INACCURACIES, OR (iii) IF APPLICABLE, THE FUNCTIONS CONTAINED IN THE DELIVERABLES WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER.

5.3 Limitation of Liability

(a) Deploy Solutions and its related companies, subsidiaries, directors, officers, employees and agents shall not be liable for any special, indirect, incidental, consequential, punitive or exemplary damages, including loss of profits, loss of or damage to data or other commercial or economic loss, relating to the Deliverables or the performance of any Services however caused and whether based in contract, tort, including negligence, strict liability, equity or any other theory of liability, even if Deploy Solutions has been advised of the possibility of such damages or if such damages are foreseeable.

(b) Customer agrees that the maximum aggregate liability of Deploy Solutions and its related companies, subsidiaries, directors, officers, employees and agents under any and all circumstances for any damages relating to the Service is limited to the Service Fee paid to Deploy Solutions by Customer for the Service.

(c) The disclaimer of warranties in Section 5.2 and the limitation of liability in Section 5.3 constitute an essential part of this Agreement. A fundamental breach or breach of a fundamental term of this Agreement by Deploy Solutions shall not limit the intended effect of Section 5.2 or Section 5.3 or any other provision of this Agreement which is intended to limit Deploy Solution’s liability. Customer acknowledges that, but for the disclaimer of warranties and limitation of liability, Deploy Solutions would not enter into this Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on the Purchase date of the Service (the “**Purchase Date**”) as acknowledged by Customer’s payment of the Service

Fee and shall continue until the service is delivered or is terminated in accordance with the terms of this Agreement, whichever is earlier.

6.2 Termination for Material Breach

(a) Either party hereto (as applicable the “**defaulting party**”) shall be deemed to be in default under this Agreement, and the other party may terminate this Agreement and all rights granted herein (without prejudice to any other rights, remedy or relief against the defaulting party) effective immediately on notice to the defaulting party, if the defaulting party:

(i) makes a general assignment for the benefit of creditors or a proposal or rearrangement under any bankruptcy legislation, or a petition is filed against the defaulting party under any bankruptcy legislation, or if the defaulting party shall be adjudicated or declared bankrupt, or if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager, or any other officer with similar powers shall be appointed of or for the defaulting party, or if the defaulting party shall commit an act of bankruptcy or shall propose a compromise or arrangement or institute proceedings to be adjudged bankrupt or insolvent or consents to the institution of such appointment or proceedings or admits in writing inability to pay debts generally as they become due; or

(ii) is in default of any material obligation hereof and fails, where curable, to cure such default and reasonably satisfy the non-defaulting party that such default has been cured within thirty (30) days of receiving notice of such default in writing from the non-defaulting party. For the purposes of this Section, a material obligation shall include any obligation or restriction provided in Sections 7.2 and 7.5 of this Agreement.

6.3 Termination for Non-Material Breach

(a) Customer may terminate this Agreement for Non-Material Breach at any time, in its sole discretion. Upon providing to Deploy Solutions no fewer than five (5) calendar days’ notice of Customer’s intention to do so prior to the Termination Date. Upon receipt of such notice Deploy Solutions may choose to waive notice in which event this Agreement shall terminate immediately. In the event of termination pursuant to this section, no refunds shall be made; or

(b) Deploy Solutions may terminate this Agreement at any time, in its sole discretion, upon providing to Customer no fewer than five (5) calendar days’ notice of Deploy Solutions’ intention to do so prior to the Termination Date. Upon receipt of such notice Customer may choose to waive notice in which event this Agreement shall terminate immediately. In the event of termination pursuant to this section, Deploy Solutions shall fully refund to Customer the Service Fees.

6.4 Obligations on Termination. Upon the termination of this Agreement, each Party shall promptly return to the other all Confidential Information and any other material that,

pursuant to Article 3 above, is owned by the other. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding Confidential Information.

ARTICLE 7 GENERAL

7.1 Arbitration. Unless otherwise agreed in writing by the parties, all disputes relating to this Agreement (excepting any disputes relating to breach of confidentiality obligations) shall be subject to final and binding arbitration to be held in Toronto, Canada pursuant to the Arbitration Act, 1991 (Ontario).

7.2 Non-Solicitation. Customer hereto agrees that for the term of this Agreement, and for a period of six (6) months thereafter, Customer shall not directly nor indirectly solicit, hire or otherwise retain any of Deploy Solution's Personnel, or enter into or attempt to enter into any form of business arrangement with any of Deploy Solution's Personnel, if such Personnel has had contact with or exposure to Customer as a result of the negotiation or performance of this Agreement, without the prior written consent of Deploy Solutions. For any breach of this Section, Customer agrees to pay to Deploy Solutions, as a genuine pre-estimate of damages and not as a penalty, an amount equal to one year's salary for each of Deploy Solution's Personnel so solicited, hired or with whom Customer enters into a business arrangement. The foregoing shall not apply to any Personnel who respond to any general recruiting effort of Customer, including public advertisements and trade shows, absent any other solicitation by Customer. For the purposes of this Section, "**Personnel**" means any individual who is or was an officer, employee or contractor of Deploy Solutions during the term of this Agreement, except for any such former officer, employee or contractor who has ceased to be an officer or employee of Deploy Solutions for a period of at least six (6) months.

7.3 Publicity. Deploy Solutions shall be entitled to refer to Customer in publicity to the general public, including advertising, promotional materials, press releases, speeches and events for the general public.

7.4 Relationship of Parties. In giving effect to this Agreement, neither party will be or be deemed an agent of the other for any purpose and their relationship in law to the other will be that of independent contractors. Nothing in this Agreement will constitute a partnership in law or a joint venture between the parties. Neither party will have the right to enter into contracts, pledge the credit of or incur expenses on behalf of the other.

7.5 Assignment. Customer shall not assign or transfer this Agreement without the prior written consent of Deploy Solutions. Deploy Solutions may upon notice to, and without the consent of, Customer: (i) assign its rights, in whole or in part, but not its obligations under this Agreement, or (ii) assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, to a successor in interest as a result of a consolidation, arrangement, reorganization, restructuring, amalgamation, acquisition, merger or sale of substantially all of the business, assets or shares of Deploy Solutions.

7.6 Entire Agreement. It is understood and agreed that this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all proposals, prior agreements, undertakings, communications, negotiations and discussions with respect to the subject matter hereof whether oral or written. Except as provided herein or therein, there are no conditions, representations, warranties, undertakings, promises, inducements or agreements whether direct, indirect, collateral, express or implied made by Deploy Solutions to Customer.

7.7 Waiver. No waiver of or consent to depart from the requirements of any provision of this Agreement shall be binding against either party unless it is in writing and is signed by the party giving it. The failure of either party to exercise, and any delay of either party in exercising, any of its rights hereunder, in whole or in part, shall not constitute or be deemed a waiver or forfeiture of such rights, neither in the specific instance nor on a continuing basis. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

7.8 Amendments. No supplement, modification or amendment of this Agreement shall be binding on the parties except when made in writing and when signed by duly authorized representatives of the parties. If the parties agree in writing to amendments of this Agreement that contradict with the provisions in the main body of this Agreement, the amendments will prevail.

7.9 Notice. Any notice, demand or other communication (in this Section, a “notice”) required or permitted to be given or made hereunder will be in writing and will be sufficiently given or made if sent by email if receipt is confirmed by the sender’s email system:

if to Deploy Solutions, to:

Deploy Software Solutions, Inc. ("Deploy Solutions")
Email: legal@deploy.solutions
Attention: Nicholas Kellett

if to Customer, to:

The Customer name, email address and other contact information provided by Customer upon Purchase of the Service shall serve as the Notice information

Each notice sent in accordance with this Section will be deemed to have been received on the same day that it was sent by email provided that it was sent during normal business hours of the recipient on a Business Day, otherwise, on the first Business Day thereafter.

Contact information for notice may be changed by giving notice in accordance with this section. “**Business Day**” means any day of the week except Saturday, Sunday or any statutory or civic holiday observed in Toronto, Ontario.

7.10 Applicable Law. Subject to Section 6.1, this Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without reference to any principles of conflicts of law) and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Ontario courts. The parties expressly disclaim the application of the United Nations Convention for the International Sale of Goods.

7.11 Force Majeure. Neither party shall be responsible for any delay in performance or non-performance occasioned by any causes beyond its control including acts of God, acts of war, riot, fire, flood, or other disaster, acts of government, strikes, lockouts, communication line or power failures, vandalism, or failure or inoperability of any computer facilities or any software other than the Software. Lack of funds or inability to pay any amounts owed to Deploy Solutions pursuant to this Agreement shall not be construed as a cause beyond Customer's control for the purposes of this Section.

7.12 Severability of Provisions. The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any provisions or covenant hereof or herein contained and any such invalid provision or covenants shall be deemed to be severable.

7.13 Language. The parties acknowledge that they have required this Agreement to be written in English. Les parties aux présentes reconnaissent qu'elles ont exigé que la présente entente soit rédigée en anglais.

7.14 Including. References to "include" or "including" in each case shall be deemed to be followed by the words "without limitation" and the terms "include" and "including" shall not be construed to limit any general statement which they follow to the specific or similar items or matters immediately following such terms.

7.15 Survival. Sections 1.6, 2.1, 2.2, 3.2, 5.2, 5.3, Article 4, and Article 7 shall survive termination of this Agreement.