



## DEALER SERVICE AGREEMENT

**IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY. THIS IS A LEGAL AGREEMENT BETWEEN THE CLIENT OR DEALER DESIGNATED IN THE INSERTION ORDER ("CLIENT") AND RIBIT INC. ("RIBIT").** By submitting an IO, you accept the terms of this Dealer Service Agreement, which is binding and enforceable like any written agreement signed by you. If you do not agree to these terms and conditions, do not use the Services. If you are using the Services on behalf of an entity, you represent that you have the authority to enter into these this Dealer Services Agreement and to bind such entity as the Client hereunder.

This Dealer Service Agreement, together with any related, executed IOs, is between Client and Ribit as of the Effective Date. The term "**Parties**" means Client and Ribit collectively, and "**Party**" means any one of them.

### WHEREAS:

- A. Ribit is in the business of providing certain marketing and customer engagement services on behalf of its clients, including, without limitation, sending e-mails, SMS, and ringless voicemail messages to certain third parties;
- B. Client is a dealer in the automotive sales or similar industry; and
- C. Client is desirous of engaging Ribit to perform certain marketing and customer engagement services, and Ribit desires to accept such engagement on the terms set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties covenant, promise, and agree as follows:

## ARTICLE I DEFINITIONS

As used in this Agreement, the following words and expressions have the following meanings:

**"Agreement"** means this Dealer Service Agreement, and all schedules, exhibits, attachments, or appendices, including any IOs, specifically referenced herein or therein.

**"Applicable Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, award, decree, other requirement, or rule of law of any federal, provincial, territorial, municipal, local, or foreign government, or political subdivision thereof applicable to a Party and its use of the Services, or any arbitrator, court, or tribunal of competent jurisdiction, including, without limitation, the Personal Information Protection and Electronic Documents Act, provincial privacy legislation, Canada's Anti-Spam Legislation, the Telephone Customer Protection Act and its implementing rules and regulations, the Telemarketing and Customer Fraud and Abuse Prevention Act, the Federal Trade Commission's Telemarketing Sales Rule, the CAN-SPAM Act of 2013, and all state and local equivalents.

**"Authorized Users"** means those employees, contractors and agents of Client who are authorized by Client to use the Services or access or use the Ribit Platform.

**"Business Day"** means any day except Saturday, Sunday, or any day on which commercial banks located in Winnipeg, Manitoba are closed for business.

**"Customer"** means those Persons (defined below) or group of Persons, as identified in the IO, who are the subject of the marketing, promotions, or engagement identified in the IO from whom Client has received authorization for Ribit to provide the Services as set forth in Section 3.3.



**"Effective Date"** means the Start Date specified in the IO.

**"Generative AI Technologies"** means artificial intelligence technology that can generate high-quality texts, images, and other content based on the data they were trained on. In the context of Ribit's use of such technology, this specifically refers to large language AI models (for example, GPT) to comprehend and produce text-based content.

**"Intellectual Property"** means any and all of the following arising pursuant to the Applicable Laws (defined below) of any jurisdiction throughout the world: (a) trademarks, trade names, and similar indicia of source or origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights and all registrations and applications for registration thereof; (c) trade secrets and know-how; (d) patents and patent applications; (e) internet domain name registrations; (f) other intellectual property and related proprietary rights; and (g) the right to all past and future income, royalties, damages, and payments due with respect to the foregoing, including rights to damages and payments for past, present or future infringements, misappropriations, or other violations thereof.

**"Intellectual Property Rights"** means any and all rights existing from time to time under patent law, copyright law, trademark law, or trade secret law and all rights in patents, designs, copyrights, copyrightable works and works of authorship, moral rights, trademarks, trade names, service marks and other proprietary trade designations, trade secrets, know-how, methodologies, techniques, specifications and any other intellectual rights of any nature, whatsoever throughout the world, registered or unregistered, and any and all applications, compilations, Modifications of any of the foregoing.

**"IO"** means an insertion order setting forth the Services to be provided by Ribit to Client, duly approved and signed or executed electronically by each Party.

**"Modifications"** means, in respect of any software, deliverable, system, services, documentation, or other item, all modifications, amendments, corrections, adjustments, revisions, enhancements, deletions, changes, improvements, new developments, upgrades, updates, versions, releases, supplements, translations, successors or derivative works of or to such software, deliverable, system service, documentation, configuration or other item.

**"Person"** means an individual, corporation, body corporate, partnership, syndicate, joint venture, association, trust or unincorporated organization or any trustee, executor administrator or other legal representative.

**"Ribit Platform"** means the website made available to Client and Authorized Users as part of the Services and its contents, currently available at <https://app.ribit.ai/login> and anything that is the object of or that may be protected by Intellectual Property Rights in connection thereto, including for certain, software (including source code and object code), systems, data, modules, tools, methodologies, analysis, frameworks, specifications, reports, manuals, interfaces, schematics, solution construction aids, programming architecture, technology, compilation of information, databases, advertising and marketing materials, formulae, designs, concepts, models, drawings and inventions, business methods and processes in connection with the Ribit Platform and any Modifications to any of the foregoing.

**"Services"** means the marketing, promotional, and customer engagement services to be provided by Ribit under this Agreement, as described in more detail in the IO. Without limiting the generality of the foregoing, Services shall include: (i) access to and use of the Ribit Platform by Authorized Users; (ii) all incidental or necessary actions to be taken by Ribit in the provision of its Services; and (iii) those actions taken by Ribit pursuant to Client's directions including, without limitation, when Ribit obtains certain



information or data from a third party on behalf of Client for use by Ribit in the provision of the Services.

## ARTICLE II ENGAGEMENT

2.1 **Insertion Order.** Any Services to be provided by Ribit to Client under this Agreement shall be set out in one or more IOs describing the specific activities, timelines, the fees to be paid by Client, and any other information related to the Services to be provided by Ribit.

2.2 **Changes.** Ribit and Client may mutually agree upon additional services to be performed by Ribit or modifications to the requirements set forth in this Agreement and in any IO. Any such additional services or modified requirements shall be approved in writing in an IO or amendment thereto and thereafter all references in this Agreement to Services shall be deemed to include such additional services or modified requirements.

2.3 **Ribit's Service Obligations.** Client hereby appoints Ribit as its agent with respect to the Services provided hereunder. Ribit shall perform all Services under the IO in a professional and commercially reasonable manner. Ribit has sole discretion as to how it will satisfy its obligations under this Agreement, including, without limitation, discretion as to the engagement of employees or contractors to perform the Services or any part thereof and the physical centers at which the Services will be performed, provided that doing so does not contravene any provisions or obligations expressly provided for under this Agreement, including, without limitation, obligations of confidentiality.

2.4 **Use of Generative AI Technologies.** From time to time and at Ribit's sole discretion, Ribit may use Generative AI Technologies in the delivery of all or part of the Services. Client acknowledges and consents to the use of such Generative AI Technologies. Client is solely responsible for the data run by Client through Generative AI Technologies or provided to Ribit to be run through Generative AI Technologies ("Input"). Further, by using the Generative AI Technologies, Client may receive output generated and returned by the Generative AI Technologies based on the Input ("Output"). Due to the nature of Generative AI Technologies, Output may not be unique across users, and the Generative AI Technologies may generate the same or similar output for third parties. Generative AI Technologies use emerging technology, may provide inaccurate Output, and are not designed for or intended to meet Client's regulatory, legal, or other obligations.

2.5 **Recorded Calls.** Ribit may, from time to time and for the purposes of quality control, record calls made by it to Customers (the "Recorded Calls"). Client assumes all liability and risk in respect of Recorded Calls and represents and warrants to Ribit that all necessary consents and permissions have been obtained by the Client from Customers to authorize and permit Ribit to record such Recorded Calls and make use of such Recorded Calls for the purposes of ensuring quality control.

## ARTICLE III CLIENT OBLIGATIONS

3.1 **Cooperation and Approvals.** Client will cooperate with Ribit's reasonable requests related to the Services in a timely manner, including (a) providing all communications, offers, promotions, pricing, campaigns, representations, and other material and messaging, including all Customers and Inputs (collectively, "**Client Materials**") necessary for Ribit to complete the Services, and (b) reviewing such Client Materials to ensure complete, accurate, and timely information and submitting timely corrections if necessary. Ribit is not responsible or liable for any delay or performance failure to the extent caused by Client's delay in performing, or failure to perform, any of its obligations under this Agreement. As between the Parties, Client shall be deemed the owner of all Client Materials.

3.2 **Compliance with Applicable Law.** Client shall not engage Ribit to provide Services in violation of



any Applicable Laws. For greater certainty, Client shall not request or allow Ribit to perform any actions in violation of Applicable Laws including, without limitation Applicable Laws in respect of competition, telecommunications, spam and privacy.

RIBIT'S SOLE RESPONSIBILITY IS TO COMMUNICATE INFORMATION IN ACCORDANCE WITH CLIENT'S INSTRUCTIONS. RIBIT MAKES NO REPRESENTATION OR WARRANTY THAT CLIENT'S COMMUNICATIONS (INCLUDING ANY OUTPUT) ARE COMPLIANT WITH APPLICABLE LAW. TEMPLATES, FORMS, MATERIALS, OR ANSWERS TO QUESTIONS PROVIDED TO CLIENT BY RIBIT OR ITS REPRESENTATIVES ARE PROVIDED AS A COURTESY ONLY AND DO NOT CONSTITUTE LEGAL ADVICE. CLIENT IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS ENGAGEMENT OF RIBIT AND THE INSTRUCTIONS GIVEN TO RIBIT COMPLY WITH APPLICABLE LAW. FURTHER, RIBIT MAKES NO WARRANTY REGARDING THE COMPLIANCE OF NEW TECHNOLOGY WHICH MAY NOT HAVE YET BEEN ADDRESSED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, RINGLESS VOICEMAIL INSERTION AND GENERATIVE AI TECHNOLOGIES.

**3.3 Relationships and Consent.** Client represents and warrants that the Personal Data (as such term is defined in Section 7.9) made available to Ribit hereunder contains only information of those Customers (a) with whom Client has an existing business relationship, and (b) from whom Client has obtained the consents and has provided the notices required under Applicable Law to receive communications from Ribit.

**3.4 Onboarding.** Prior to commencement of the Services, Client shall provide or otherwise make available (e.g. via access to Client's CRM) to Ribit the contact information for Customers that Ribit may contact in the provision of its Services to Client for onboarding into the Ribit Platform. Client shall ensure such information *does not* include contact information for any individual: (a) with whom Client does not have an existing relationship; (b) from whom Client has not obtained appropriate consents or provided appropriate notices to receive communications from or on behalf of Client; or (c) from whom Client has received or otherwise been made aware of any revocation of permission to be contacted by Client or others regarding Client's goods, services, or business (each, an "**Opt-Out**"). Once Ribit has completed onboarding the Customers into the Ribit Platform, Client is responsible for reviewing and approving all Customers and correcting any inaccurate information and removing any Opt-Outs. For the avoidance of doubt, Client is solely responsible for ensuring that all Customer information is accurate and up to date. Ribit has no obligation to verify the accuracy, quality, integrity, legality, or reliability of Customer information.

**3.5 Opt Out Requests.** If Ribit receives an Opt-Out request from a Customer, either via the Ribit Platform or directly in connection with the Services, Ribit will note the Opt-Out within the Ribit Platform and cease any further communications with such Customer via the opted-out channel(s) in accordance with Applicable Law, notwithstanding any provision to the contrary contained in this Agreement. Except as provided in previous sentence, Client is responsible for managing all Opt-Outs, including, without limitation, any requests received outside of the Ribit Platform (e.g. in-dealership, over the phone, or via email). Client shall update or otherwise remove Customers within the Ribit Platform within twenty-four (24) hours of receipt of any new Opt-Out. Client is also responsible for reviewing and honoring all Opt-Outs captured by Ribit within the Ribit Platform in connection with any communications Client undertakes outside of the Ribit Platform.

## ARTICLE IV FEES

**4.1 Service Fees.** As consideration for Ribit's provision of Services to the Client, Client shall pay to Ribit the fee(s) set out in the IO (the "**Fee**"). All Fees are exclusive of any expenses incurred by Ribit pursuant to an IO and any federal, state, local, or foreign taxes, duties, or other similar assessments, and



Client is responsible for the same.

4.2 **Billing Policy.** Invoicing, billing, price adjustments, and the payment of Fees are all subject to Ribit's billing policy, currently available at the following link: [Billing Policy](#) (the "**Billing Policy**"). To the extent that there is a conflict between the Billing Policy and this Agreement, this Agreement shall govern.

## ARTICLE V TERM AND TERMINATION

5.1 **Initial Term.** The term of this Agreement commences on the Effective Date and continues for the term specified in the applicable IO (the "**Initial Term**"), unless and until earlier terminated as provided under this Agreement.

5.2 **Renewal.** Upon expiration of the Initial Term, this Agreement automatically renews for additional terms equal to the Initial Term, or such other period as specified in the IO (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless and until Client or Ribit provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.

5.3 **Termination by Ribit.** In addition to any other express termination right set for elsewhere in this Agreement:

(a) Ribit, in its sole discretion, may terminate this Agreement at any time, without cause, by providing at least thirty (30) days' prior written notice to the Client; or

(b) Ribit may terminate this Agreement, with immediate effect, if Client fails to pay any amount when due hereunder or if Client is in breach of Article III or VI.

5.4 **Mutual Termination Rights.** In addition to any other express termination right set for elsewhere in this Agreement, either Party may terminate this Agreement immediately on written notice:

(a) if the other Party breaches any material provision of this Agreement including its representations, warranties, and covenants under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within thirty (30) days after the breaching Party's receipt of written notice of such breach;

(b) if the other Party breaches its confidentiality obligations under this Agreement; or

(c) if the other Party (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due or otherwise acknowledges its insolvency, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.5 **Outstanding IOs.** Termination of this Agreement pursuant to Section 5.3 (Termination by Ribit) or Section 5.4 (Mutual Termination Rights) shall also concurrently terminate all open IOs without prejudice to Ribit's entitlement to payment of Fees provided for under this Agreement.

## ARTICLE VI OWNERSHIP OF INTELLECTUAL PROPERTY AND GRANT OF LICENSE

6.1 **Ownership by Ribit.** Ribit is and will remain the sole and exclusive owner of all right, title, and interest in and to any Intellectual Property developed or acquired by Ribit prior to the Effective Date, including all Intellectual Property Rights therein, including for certainty, the Ribit Platform and the Services, AI models, scripts, processes, forms, templates, and automation systems, but specifically



excluding any Client Materials. Further, Ribit shall be the sole and exclusive owner of all right, title, and interest in and to all improvements made to such Intellectual Property, whether such improvements arise in connection to or out of this Agreement, the Services or otherwise, including all Intellectual Property Rights therein. In furtherance of the foregoing, Client hereby does: (i) assign, transfer, and otherwise convey to Client, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such improvements, including all Intellectual Property Rights and Confidential Information therein; and (ii) irrevocably and unconditionally waives, and agrees not to assert, any and all claims Client may now or hereafter have in any jurisdiction to so-called "moral rights" or similar rights with respect to any Modifications, and the Intellectual Property Rights therein.

## 6.2 **Grant of License to Ribit Platform.**

(a) Subject to and conditioned upon Client's compliance with all the terms and conditions set forth in this Agreement, Ribit hereby grants Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term of the Agreement to use the Ribit Platform solely for Client's internal business purposes. Upon termination of this Agreement for any reason whatsoever, the license granted under this Section shall also terminate, after which Client and its employees shall no longer be permitted to access the Ribit Platform.

(b) Without limiting the foregoing, Client's use of the Ribit Platform shall also be subject to an end user license agreement, terms of use, or any other terms and conditions (collectively, the "**Terms of Use**") on the Ribit Platform and Ribit's website (currently <https://www.ribit.ai/>), as such Terms of Use may be amended from time to time by Ribit in its sole discretion by posting revised terms to the Platform or website. Client represents and warrants that it has reviewed the Terms of Use and will continue to review them regularly. Client's continued use of the Ribit Platform after such changes constitutes Client's acceptance to be bound by such new terms.

(c) Client shall ensure that its Authorized Users access or use of the Ribit Platform is at all times in accordance with this Agreement and the Terms of Use and that its Authorized Users have read, understand and agree to the Terms of Use. Client's satisfaction of this obligation shall not, in any way, restrict Ribit's rights and Client's obligations under Article IX (Indemnification). Client understands that it shall be liable for the actions or omissions of its Authorized Users for any breach of this Agreement.

(d) Client agrees that:

- (i) only Authorized Users shall access or use the Ribit Platform; and
- (ii) each Authorized User shall keep a secure password for their access or use of the Ribit Platform and each Authorized User shall keep their log-in credentials, including password, confidential.

(e) To the extent that there is a conflict between the Terms of Use and this Agreement, this Agreement shall govern.

## 6.3 **License Restrictions and Unauthorized Uses.** Neither Client nor any Authorized User shall:

(a) except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Ribit Platform and/or Services (as applicable) in any form or media or by any means;

(b) attempt to reverse engineer, decompile, disassemble or otherwise reduce to human-



perceivable form all or any part of the Ribit Platform;

(c) access all or any part of the Services and/or Ribit Platform in order to build a product or service which competes with the Services and/or the Ribit Platform;

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Ribit Platform available to any third party except as permitted in this Agreement,

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Ribit Platform, other than as expressly permitted under this Agreement; or

(f) use the Services for any fraudulent, illegal, discriminatory, or nefarious purposes.

6.4 **No Implied Rights.** Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any Intellectual Property Rights or other right, title, or interest in or to any of Ribit's Intellectual Property, Confidential Information, or improvements thereto.

6.5 **Analytics and Insights.** Client agrees that Ribit may track and gather data regarding Client's use of the Services, the success of the Services, and other analytics and insights (collectively, "**Analytic Data**"). Analytic Data includes, without limitation: customer engagement analytics, lead conversions, patterns, data and suggestions based on user interactions, and any results and insights derived or inferred by or on behalf of Ribit in the course of performing its obligations under this Agreement; provided in all cases that such Analytic Data does not identify Client or any particular individual. Client authorizes and consents to the collection, storage and use by Ribit and its agents of any Analytic Data. Ribit shall be deemed the owner of such Analytic Data and may reproduce, use, and distribute the Analytic Data without restriction. Ribit will also be free to use any ideas, concepts, know-how or techniques contained in the Analytic Data or that Client otherwise provides to Ribit in the form of feedback for any purpose whatsoever including, without limitation, developing, manufacturing and marketing products and services.

## **ARTICLE VII CONFIDENTIALITY; RESTRICTIVE COVENANTS; PERSONAL DATA**

7.1 **Confidential information.** "**Confidential Information**" means all non-public, confidential, or proprietary information, data, documents, agreements, files, and other materials in whatever form (including, without limitation, written, oral, visual, or electronic form), which is disclosed or otherwise made available by or on behalf of a Party (the "**Disclosing Party**"), whether before or after the Effective Date, to the other Party (the "**Recipient**"), or created by either Party pursuant to or in connection with this Agreement, regardless of the form of disclosure, whether or not such information is marked confidential, including, but not limited to, the terms of this Agreement and all information relating to the Disclosing Party's Intellectual Property, finances, markets, businesses, technologies, software, services, ideas, customers, and marketing plans. For greater certainty, Confidential Information shall also include:

(a) any information about existing and prospective products or services, including information about unpatented inventions or unpublished patent applications, inventive ideas, industrial designs, experimental processes and results, technical data, trade secrets, formulas, software programs, data files source code and product designs, and other confidential Intellectual Property;

(b) all or any portion of analysis, notations, plans compilations, reports, forecasts, studies, samples, statistics, summaries, interpretations and other documents created, developed, prepared, received, obtained, or generated or derived from such information, data, documents, agreements, files or other materials by Ribit in connection with this Agreement; and



(c) other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

7.2 **Exceptions to Confidential Information.** Information shall not be considered to be the Disclosing Party's Confidential Information to the extent, but only to the extent, that the information is: (a) already known to the Recipient, free of any restriction on use or disclosure at the time it is obtained from the Disclosing Party; (b) is received by the Recipient from an independent third party, free of any restriction and without breach of this Agreement, an agreement with the third party, or any other confidentiality obligation; (c) is or becomes generally publicly available through no wrongful act or omission by or on behalf of the Recipient; or (d) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party, as demonstrated by written or other documentary records.

7.3 **Use of Confidential Information.** The Recipient shall: (a) use the Disclosing Party's Confidential Information only during the Term of this Agreement and only as necessary to perform the Recipient's obligations and exercise the Recipient's rights under this Agreement; (b) disclose the Disclosing Party's Confidential Information only to the Recipient's personnel and agents who have a legitimate need to know the Disclosing Party's Confidential Information and only to the extent that the disclosure is necessary to perform the Recipient's obligations or exercise the Recipient's rights under this Agreement; (c) both during and indefinitely after the Term of this Agreement, maintain the confidentiality of the Disclosing Party's Confidential Information using the same degree of care as the Recipient affords to its own Confidential Information of a similar nature that the Recipient desires not to be published or disseminated, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of the Disclosing Party's Confidential Information; and (d) ensure that each person to whom the Recipient discloses the Disclosing Party's Confidential Information pursuant to this Section is informed of the requirements' restrictions, and require that each such person strictly complies with the requirements and restrictions, set forth in items (a), (b), (c), and (d) in this Section.

7.4 **Legal Disclosure.** If the Recipient becomes legally compelled to disclose any of the Disclosing Party's Confidential Information, the Recipient shall:

(a) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Article VII (Confidentiality); and

(b) disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance, the Recipient shall, at the Disclosing Party's request and expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

7.5 **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement each Party, subject to retention requirements by Applicable Law, shall return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information or, on other Party's written instruction, permanently erase, delete, or destroy such Confidential Information, including all originals and copies thereof, from Party's possession or control and if requested by other Party, certify in writing to other Party that it has complied with the requirements of this Section.

7.6 **Non-Competition.** During the Term, Client covenants and agrees it shall not, and shall ensure that





its affiliates do not, either directly or indirectly, enter into a commercial relationship with any other Person that provides products or services which are competitive to those products or services offered by Ribit or which are of similar nature to those products and services provided by Ribit. Further, in addition to the restrictions elsewhere in this Agreement, Client agrees that it will not share any of Ribit's Intellectual Property, including any scripts, forms, or other materials related to the Services with any third party, including any competitor of Ribit.

7.7 **Non-Solicitation.** Client recognizes that Ribit's employees, and such employees' loyalty and service to Ribit, constitute a valuable asset of Ribit. Accordingly, during the Term and for a period of two (2) years after expiry or termination for whatever reason, or six months following termination of employment of a Ribit employee, whichever occurs first, Client covenants and agrees it shall not, and shall ensure that its affiliates do not, either directly or indirectly, solicit, induce or attempt to induce any person employed or engaged by Ribit to terminate their employment or engagement with Ribit. Further, Client shall not, either directly or indirectly, solicit, induce or attempt to induce any client, customer, licensee or purchaser of Ribit to terminate or lessen their relationship with Ribit. For the purposes of this Section, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto is not a breach of this Section.

7.8 **Reasonable Restrictions.** The Parties acknowledge that the restrictions in this Article VII are reasonable and valid and necessary for the protection of the business and operations of the Parties. However, if a court of competent jurisdiction shall at any time deem any of the above time periods too long or the scope or geographic coverage of any of the above provisions too broad, it is the intent of the Parties that the above restrictions be enforced for the longest period and in the broadest geographic area permitted by Applicable Law.

7.9 **Personal Data.** In connection with the Services, Ribit may process Personal Data on behalf of Client. "Personal Data" means any Customer information or other personal information provided to Ribit by or at the direction of Client or which is created or obtained by Ribit on behalf of Client that: (a) identifies or can be used to identify an individual; (b) can be used to authenticate an individual; or (c) is otherwise defined by Applicable Laws related to data privacy or security as personal information ("**Data Laws**"). With respect to such Personal Data, Client shall be the "data controller" or "business" and Ribit shall be the "data processor" or "service provider," as those terms are defined by Data Laws, and the terms and condition of Ribit's Data Processing Addendum ("**DPA**"), currently available at [Data Processing](#), shall apply to Ribit's processing of such Personal Data. Ribit may update the DPA from time to time as necessary to comply with Data Laws. In the event of a conflict between the terms of this Agreement and the DPA, the DPA shall control.

## **ARTICLE VIII REPRESENTATIONS AND WARRANTIES; LIMITATIONS OF LIABILITY**

8.1 **Mutual Representations and Warranties.** Each of the Parties represent and warrant to one another as follows:

(a) the execution, delivery and performance of this Agreement and the performance by the Parties of the transactions contemplated hereby have been duly and validly authorized by all necessary action, corporate or otherwise on its part, and that this Agreement constitutes the valid, legal and binding obligation of the Parties, enforceable against one another in accordance with its terms.

(b) neither the execution, delivery nor performance of this Agreement, with or without the



giving of notice, the passage of time or both, will result in the violation or breach of any contract, agreement, instrument, undertaking, Applicable Law or any other restriction to which the Parties are subject to; and

(c) no consent, approval or other action by or a notice to or filing with any other Person is required or necessary in connection with the execution, delivery and performance of this Agreement.

8.2 **Client Representations and Warranties.** Client represents and warrants to Ribit as follows:

(a) all Client Materials, as well as Client's products and services comply with Applicable Law, and Ribit is permitted and authorized by Applicable Law to engage in the forms of contacting activity requested by the Client and as contemplated by the Services;

(b) all Personal Data delivered or transferred to Ribit were generated, delivered and transferred in full compliance with all Applicable Laws, including without limitation, anti-spam and Data Laws, and all such information provided to Ribit is backed by well-documented prior express written consent allowing for the intended communications and other interactions to be made by Ribit as contemplated herein, including though the use of Generative AI Technologies or automated technology, with offers and other information; and

(c) Client will ensure that the Ribit Platform accurately reflects all Opt-Outs received by or otherwise made known to Client at all times.

8.3 **Disclaimer.** RIBIT'S PRODUCTS AND SERVICES, INCLUDING THE USE OF GENERATIVE AI TECHNOLOGIES, ARE PROVIDED ON AN "AS-IS" AND "WHERE-IS" BASIS. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, RIBIT DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING AS TO THE OPERATION OF ANY GENERATIVE AI TECHNOLOGIES OR THE INFORMATION IN THE OUTPUT OR THE USE THEREOF, INCLUDING WITHOUT LIMITATION REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO UNINTERRUPTED OR ERROR FREE SERVICE, ACCESSIBILITY, SECURITY, MERCHANTABILITY, NON-INFRINGEMENT, AVAILABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ITS RESPECTIVE PRODUCTS AND SERVICES AND THOSE ARISING BY STATUTE OR OTHERWISE, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE CLIENT AGREES THAT RIBIT IS NOT PROVIDING ANY LEGAL OR FINANCIAL ADVICE, THAT THERE IS NO GUARANTEE OF SALES OUTCOMES, AND THAT RIBIT IS NOT LIABLE IN ANY WAY FOR THE RELIABILITY, VALIDITY, ACCURACY, COMPLETENESS, INTEGRITY OR QUALITY OF THE SERVICES. CLIENT'S USE OR NON-USE OF, AND THE CLIENT'S RELIANCE OR NON-RELIANCE ON THE SERVICES IS AT THE CLIENT'S SOLE RISK.

THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICES. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING AND ARTIFICIAL INTELLIGENCE, USE OF ANY GENERATIVE AI TECHNOLOGIES BY RIBIT MAY IN SOME SITUATIONS RESULT IN INCORRECT OUTPUT THAT DOES NOT ACCURATELY REFLECT THE ACTION GENERATED. THE CLIENT SHALL EVALUATE THE ACCURACY OF ANY OUTPUT AND SHALL NOT RELY ON RIBIT TO DO SO. RIBIT WILL HAVE NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY FROM THE CLIENT'S USE OF ANY OUTPUT OR ANY ERRORS OR OMISSIONS CONTAINED IN THE OUTPUT. THE CLIENT WAIVES ANY AND ALL CLAIMS THAT THE CLIENT MAY HAVE AGAINST RIBIT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, RELATED PERSONS, AND RELATED ORGANIZATIONS ARISING OUT OF OR IN CONNECTION TO THE USE OF THE GENERATIVE AI TECHNOLOGIES BY RIBIT.

8.4 **Limitation of Liability.** IN NO EVENT SHALL RIBIT OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO CLIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT,



INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), ANY OTHER THEORY OF LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF THE CIRCUMSTANCES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT UNDER THIS AGREEMENT OR IN TORT, INCLUDING NEGLIGENCE OR PRODUCTS LIABILITY, RIBIT'S CUMULATIVE LIABILITY FOR THE DIRECT DAMAGES ARISING OUT OF OR RESULTING IN ANY MANNER WHATSOEVER FROM THE SERVICES OR PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION TO ANY UNCURED MATERIAL DEFAULT, BREACH OR FAILURE ON THE PART OF RIBIT, SHALL NOT EXCEED THE FEES ACTUALLY PAID TO RIBIT BY THE CLIENT IN THE THREE MONTHS PRECEDING THE CLAIM.

8.5 **Exclusions.** Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for certain damages. In such cases, the above limitations may not apply, but it is the intent of the Parties that the above limitations are enforced to the fullest extent permitted by Applicable Law.

#### ARTICLE IX INDEMNIFICATION

9.1 **Indemnification.** Client shall defend, indemnify, and hold harmless Ribit and its officers, directors, employees, agents, licensors, successors, assigns, related persons, and related organizations from and against all losses, damages (whether consequential, direct, indirect, or incidental), demands, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs (including, without limitation, costs of litigation and legal fees), or expenses of whatever kind, arising out of or in any way connected with (i) Client's use or misuse of the Services, (ii) Client's breach of this Agreement, (iii) Client's violation of Applicable Laws or the rights of any third parties (including Intellectual Property Rights and privacy rights), (iv) Client's negligence, theft, fraud or wilful misconduct, (v) Client Materials or any of Client's products or services, (vi) Customer disputes; (vii) Ribit's performance of the Services at Client's direction; or (viii) any Customer communications recorded by Ribit.

9.2 **Defense.** Ribit may, at its election, require Client to defend any claim that is subject to indemnification under Section 9.1, provided that Client is notified promptly in writing of such claim (provided, however, that any delay by Ribit in giving such notice shall not relieve Client of its obligations pursuant to this Article IX, except to the extent that Client demonstrates actual damage caused by such delay) and is given authority, information and assistance to handle and defend such claim. In such a case, Client will pay all damages awarded against Ribit, including the amount that Ribit would consent to pay under any settlement involving such claims. Ribit, at its own expense, shall have the right to employ its own counsel and to participate in any manner in the defense against any claim for which indemnification is available under this Article. Ribit shall cooperate in all reasonable respects with Client and its attorneys in the investigation, trial and defense of any such claims, at Client's expense.

#### ARTICLE X DISPUTE RESOLUTION

10.1 **Dispute Resolution.** In the event of claims, disputes, or other matters in question under this Agreement (other than those for injunctive relieve or other immediate cessation of conduct by a Party under this Agreement) (a "**Dispute**") between the Parties, the Parties pledge to seek an amicable, reasonable resolution of the dispute without resort to litigation. If, however, notwithstanding such efforts, the Parties are not able to resolve any such Dispute, the Parties shall first attempt to mediate the Dispute before a mediator who is acceptable to both Parties. Any mediation shall be conducted in the City of



Winnipeg, Manitoba or such other place as mutually agreed by the Parties. If the Parties are unable to agree on the individual who is to serve as the mediator within a reasonable period of time, or if the mediator does not settle the Dispute within thirty (30) days after mediation is commenced, then the dispute shall be settled by final and binding arbitration in accordance with the commercial arbitration rules of the ADR Institute of Canada and under *The Arbitration Act* (Manitoba). Any such controversy or claim shall be confidentially arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other Party. Any arbitration shall be conducted in the City of Winnipeg, Manitoba or such other place as mutually agreed by the Parties. In the event of arbitration, the arbitrator shall decide as to the apportioning between the Parties of all related costs, including reasonable attorney fees. The Parties agree that any court of competent jurisdiction may render judgment on and enforce any arbitration award. Either Party may seek any interim or preliminary relief, necessary to protect its rights or property pending the completion of arbitration, in a court of competent jurisdiction.

#### ARTICLE XI GENERAL PROVISIONS

11.1 **Amendment and Modification.** Except as expressly provided herein, this Agreement and any IO may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. Notwithstanding the foregoing, Ribit may make changes to this Agreement by posting updated terms to the Ribit Platform or such other website where the Services are made available or by otherwise notifying the contact listed in your IO, and such Agreement, as amended, shall be binding on Client; provided that such changes shall only apply to Services purchased (or renewed) after the effective date of such change, except where such change is necessary to comply with Applicable Law. In the event Client objects to such change, Client may terminate the Agreement by notifying Ribit in writing within 30 days of such change.

11.2 **Assignment.** Client may not assign any of its rights hereunder without the prior written consent of Ribit. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the Client of any of its obligations hereunder.

11.3 **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity.

11.4 **Entire Agreement.** This Agreement, together with the Billing Policy, Terms of Use, and DPA, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

11.5 **Equitable Remedies.** Each Party hereto acknowledges that a breach or threatened breach by such Party of any of its obligations under this Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and hereby agrees that, in the event of a breach or a threatened breach by such Party of any such obligations, the other Party hereto will, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an interim or permanent injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post security).

11.6 **Force Majeure.** No Party is liable or responsible to the other Party, nor is deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation (each, a "**Force Majeure Event**"): (a) acts of God; (b) flood, fire,



earthquake, tsunami or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) changes in Applicable Laws; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Party suffering a Force Majeure Event shall give notice within three (3) Business Days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

**11.7 Insurance.** During the Term, Client shall, at its own cost and expense, maintain and carry in full force and effect, with sound and reputable insurers, during the term of this Agreement, reasonable and sufficient insurance, including, but not limited to, coverage for workers' compensation, employer's liability, automobile liability and commercial general liability all with limits no less than \$2,000,000 for each occurrence and \$2,000,000 in the aggregate, including bodily injury, property damage, products and completed operations, and advertising liability, which policy will include contractual liability coverage insuring the activities of Client under this Agreement. Such insurance policies shall provide that: such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Ribit shall be excess and non-contributory; that Ribit and its affiliates, including, in each case, all successors and permitted assigns, be named as additional insureds; and waive any right of subrogation of the insurers against Ribit or any of its affiliates. Client shall give Ribit at least thirty (30) days' prior written notice of cancellation or material decrease of and policy coverage.

**11.8 Further Assurances.** Each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

**11.9 Governing Law; Jurisdiction.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Manitoba or any other jurisdiction). Any action or proceeding arising out of, based upon, or relating to this Agreement or the transactions contemplated hereby will be instituted in the courts of the province of Manitoba, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

**11.10 Headings.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

**11.11 Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) whenever the singular is used herein, the same includes the plural, and whenever the plural is used herein, the same includes the singular, where appropriate; (e) whenever the masculine is used herein, the same includes the feminine, and whenever the feminine is used herein, the same includes the masculine, where appropriate. Unless the context otherwise requires, references herein: (a) to sections, schedules and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes



any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein are construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

11.12 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

11.13 **Paramountcy.** In the event of any inconsistency between the statements in the body of this Agreement, any IO and the related exhibits, schedules, and other referenced terms (other than an exception expressly set forth as such in the body of this Agreement or such schedules), the statements in the body of this Agreement control.

11.14 **Relationship of the Parties.** Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employment or agency relationship. Ribit is an independent contractor under this Agreement. Neither Party hereto has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

11.15 **Survival.** The rights and obligations of the Parties set forth in Sections 3.5, 5.5, 5.6, Article VI, Article VII, Article VIII, Article IX, Article X and Article XI, and any provision, right, or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11.16 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.17 **Successors and Assigns.** This Agreement is binding upon and shall enure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

11.18 **Waiver.** No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.19 **Execution.** Execution of the IO shall constitute execution of this Agreement. A signed copy of the IO associated with this Agreement delivered by email or other means of electronic transmission by Client is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.