



## MASTER TERMS AND CONDITIONS MASTER SERVICE AGREEMENT

By clicking “I Agree”, subscribing to or using the Services, you (“Customer”) agree to be bound by this Master Service Agreement (“**Master Service Agreement**” or “**MSA**”) and 16705537 Canada Inc., a Canadian corporation with its principal offices located in Saint-Liboire (Quebec) Canada J0H 1R0 (“**SaaS Provider**”).

If you accept on behalf of a company or other entity, you represent that you have authority to bind that entity, and “Customer” refers to that entity.

If you do not agree, you may not access or use the Services.

This MSA and the exhibits attached hereto or referencing this Master Service Agreement are collectively referred to as the “**Agreement**”.

### 1. DEFINITIONS.

**1.1. “Application Platform” or “Platform”** means SaaS Provider’s proprietary software offering, including all features, modules or functions, or otherwise generally made available by SaaS Provider to its customers, and all technology resources and infrastructure (e.g., hardware, 3<sup>rd</sup> party software, etc.) supporting the Services. The Application Platform includes all updates, releases, improvements, and corrections to the Application Platform.

**1.2. “Order”** means the online checkout confirmation or ordering page identifying the plan, term, pricing, usage metrics, and selected hosting region.

**1.3. “Billable User”** means a user account assigned with functionalities or capabilities in the Platform that shall be paid for. User accounts without an assignment of billable capabilities are free of charge.

**1.4. “Subscription” or “Subscribed”** means Customer’s ongoing, automatically renewing Billable User rights to access the SaaS Services under this MSA, subject to timely payment of recurring fees until cancelled in accordance with this Agreement.

**1.5. “Customer Data”** means any proprietary or confidential content, information, data and materials of any kind, including End-User Data, which is provided to or processed by SaaS Provider in connection with its provision of the Services.

**1.6. “Confidential Information”** means non-public business, technical, or data disclosed by one party (“Disclosing Party”) to the other (“Receiving Party”), whether oral, written, or electronic, that a reasonable person would understand to be confidential. SaaS Provider’s Confidential Information includes the Application Platform, its source code, design, and related materials. Customer’s Confidential Information includes all Customer Data and information about its users.

Confidential Information does not include information that is public without breach, already known to the Receiving Party, independently developed, or rightfully received from a third party. The Receiving Party may disclose Confidential Information if required by law, with prompt notice where lawful.

**1.7. “SaaS Services”** means the subscription-based access and use rights granted to Customer for the Application Platform, including hosting, operation, standard support, and all features, functions, updates, and improvements generally made available by SaaS Provider to its Customers. SaaS Services are provided under an Order and do not include any Professional Services.

**1.8. “Professional Services”** means non-subscription-based services provided by SaaS Provider including Implementation Services and consulting, advisory, or training services. Professional Services are distinct from and do not include SaaS Services.

**1.9. “Services”** means, collectively, the SaaS Services and Professional Services provided by SaaS Provider under this Agreement. Other terms are defined in the context in which they are used throughout the Agreement.

## **2. SERVICE RIGHTS, OBLIGATIONS, AND LIMITATIONS.**

**2.1. Provision of Services.** SaaS Provider shall provide access to the SaaS Services and Application Platform in accordance with this Agreement.

SaaS Provider shall be responsible for:

- (i) Hosting, operating, maintaining, and supporting the Application Platform;
- (ii) Providing support services as specified in the applicable Orders; and
- (iii) Making available generally released upgrades, enhancements, and fixes through its standard release schedule.

**2.2. License Grant.** Customer receives a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the subscribed SaaS Services and Application Platform, subject to this Agreement and to the following eligibility requirements:

- (i) **Business Entities Only.** The SaaS Services are offered exclusively to corporations, partnerships, institutions, and other legally constituted organizations acting for business, professional, or institutional purposes. Consumer or personal use is not permitted.
- (ii) **Corporate Email Requirement.** Subscription registration and user accounts must be created using a valid business or organizational email address associated with the subscribing entity. Personal or generic domains (including but not limited to gmail.com, outlook.com, yahoo.com, or equivalent) are not accepted.
- (iii) **Verification Rights.** SaaS Provider reserves the right, at any time, to verify the existence, registration, and legitimacy of any subscribing entity, including by requesting corporate documentation or other reasonable evidence of business activity.
- (iv) **Invalid Subscriptions.** If SaaS Provider determines, in its sole discretion, that a subscription or registration was made by an individual, a non-existent entity, or using an unverified or personal email address, SaaS Provider may cancel the subscription, refuse service, and issue a refund (less applicable processing fees) without further obligation.

All rights, title, and interest in the Platform, Services, Documentation, and related intellectual property remain with the SaaS Provider. Any rights not expressly granted are reserved.

**2.3. Commercial Use.** Only Pro or Enterprise subscribers may use the Platform to provide paid services to third parties. All other commercial use is prohibited.

**2.4. Branding & Attribution.** Customer may not remove, alter, obscure, or rebrand SaaS Provider's name, logos, or proprietary notices within the Platform.

**2.5. User Access and Credential Management.** Customer may create authorized user accounts, each with unique credentials. Credentials are personal, may not be shared, and must be kept secure. Customer is responsible for all activity under its accounts. Unauthorized credential sharing is strictly prohibited. If credential misuse

occurs, SaaS Provider may notify Customer, require correction within 5 days, charge retroactive fees, and suspend accounts until resolved.

**2.6. Billable Users Overage.** Customer may assign more Billable Users than subscribed, but any overage is measured daily and billed monthly at the then-current rate.

**2.7. Service Expansion or Subscription Changes.** Customer may upgrade or downgrade its Subscription at any time. Upgrades take effect immediately upon payment. Downgrades take effect at the next renewal. No refunds are provided for downgrades.

**2.8. Use Restrictions.** Customer shall not:

- (i) sell, sublicense, or distribute the Platform;
- (ii) modify, reverse engineer, or create derivative works;
- (iii) copy or replicate the Platform;
- (iv) remove proprietary notices;
- (v) conduct penetration or security testing without SaaS Provider's written consent;
- (vi) access the Platform to build a competing product or feature, publish benchmarks, or perform competitive analysis without written consent; or
- (vii) bypass or interfere with usage limits, metering, or billing.

**2.9. API Access and Fair Use.** SaaS Provider may provide API access subject to its Documentation and security requirements. Usage may be limited by rate or volume controls. Excessive, abusive, or unauthorized use may result in throttling, suspension, or termination after notice. API credentials are personal to Customer and may be revoked or rotated. SaaS Provider may use technical logs to monitor API usage and enforce limits.

**2.10. Beta Features.** Beta Features are provided "as is," without warranties, support, or SLA commitments. Use is optional, and any feedback may be used by SaaS Provider without obligation. Beta Features may be changed, suspended, or discontinued at any time and may not be compatible with data retention or export features.

**2.11. Feedback.** Customer grants SaaS Provider a non-exclusive, irrevocable, perpetual, royalty-free license to use feedback and suggestions for any lawful purpose.

**2.12. Ethical Use and AI Compliance.** Customer shall not use the Platform in violation of law, for unlawful surveillance or weapons, or for high-risk AI use without SaaS

Provider's written consent. SaaS Provider may suspend or terminate access if use is determined to be unethical or unlawful.

**2.13. Platform & Data Hosting Location.** Customer Data will be hosted in the cloud hosting region selected at order. Pro and Enterprise customers may request other regions, subject to provider availability and being commercially reasonable.

**2.14. Reservation of Rights.** Except for the limited rights expressly granted herein, SaaS Provider retains all right, title, and interest in and to the SaaS Services, Application Platform, and related Intellectual Property Rights.

### **3. PROFESSIONAL SERVICES.**

Professional Services, such as training, incident support, or forensic investigation, may be ordered separately through our website or customer care. These are billed at time of order and do not renew automatically.

### **4. SERVICE LEVELS.**

Service Levels are set out in Exhibit 1, which may be updated from time to time with notice.

### **5. PLATFORM MODIFICATIONS.**

We will give at least 30 days' notice of material changes where practicable, except where changes are required urgently for security, legal, or operational reasons. Continued use after changes constitutes acceptance.

### **6. FEES & PAYMENTS**

**6.1. Billing.** All fees are billed automatically by credit card at order or renewal and are non-refundable except as required by law.

**6.2. Default.** SaaS Provider may suspend Services if payment is more than 10 days late after notice. Suspension does not limit other remedies, including termination.

**6.3. No set-off, late fees, and chargebacks.** Amounts are due without set-off or withholding. Overdue amounts may accrue interest at 1.5% per month (or the maximum permitted by law). Customer will reimburse reasonable collection costs on past-due accounts. Initiating a chargeback does not suspend Customer's payment obligations.

**6.4. Taxes.** Fees exclude taxes. Customer is responsible for all applicable taxes except those on SaaS Provider's income. If any withholding or deduction is required by law, Customer will gross up payments so SaaS Provider receives the full amount it would have received absent such withholding. Tax-exempt Customers must provide a valid exemption certificate.

**6.5. Currency.** Fees are payable in the currency shown on the order; default is USD.

**6.6. Non-Refundable.** Except where this Agreement expressly provides, all Orders are non-cancelable and fees non-refundable.

## **7. CONFIDENTIALITY, PRIVACY & DATA SECURITY.**

Each party will protect the other's Confidential Information with reasonable care.

SaaS Provider may use aggregated and anonymized data to generate insights, benchmarks, and product improvements, **which will not include identifiable Customer Data** and remain SaaS Provider's property.

Processing of personal data is governed by SaaS Provider's Data Processing Addendum (DPA) posted in the Documentation and incorporated by reference.

## **8. TERM AND TERMINATION**

**8.1. Term.** This Agreement begins when an Order is placed and continues until terminated. Subscriptions renew automatically unless cancelled. Customer may cancel anytime through the portal or customer care, effective at the end of the current term. No refunds will be issued.

**8.2. Termination by SaaS Provider.** SaaS Provider may terminate immediately if Customer

- (i) fails to pay within 10 days of notice;
- (ii) materially breaches and does not cure within 15 days of notice;
- (iii) breaches confidentiality, IP, or use restrictions; or
- (iv) poses a legal, reputational, or security risk.

**8.3. Suspension.** SaaS Provider may suspend Services immediately if

- (i) Customer materially breaches;
- (ii) payments are overdue by more than 10 days; or
- (iii) suspension is needed to protect the Platform or users.

Access will be restored promptly once resolved.

**8.4. Effect.** Upon termination or expiration:

- (i) all Customer rights end;
- (ii) Customer must stop using the Platform and delete or return SaaS Provider's Confidential Information;
- (iii) access will be disabled; and
- (iv) all outstanding charges remain due within 30 days.

Termination does not affect rights or remedies **accrued before termination.**

**8.5. Data Return.** For 30 days after termination, Customer may request a complete data export via customer care. After that period, SaaS Provider may delete Customer Data from active systems and backups pursuant to standard retention cycles, except where retention is required by law.

**9. PUBLICITY.**

SaaS Provider shall have the right to publicly identify Customer by name and logo as a client for marketing and reference purposes in a factual and non-disparaging manner, unless Customer opts out by written notice to customer care.

**10. INDEMNITY & LIABILITY**

SaaS Provider indemnifies Customer against third-party IP claims caused by the Platform. Each party's total aggregate liability for all claims is capped at 12 months of fees, to the fullest extent permitted by law. Neither party is liable for indirect damages. Exceptions: Customer's payment obligations, breaches of confidentiality, Customer's misuse of SaaS Provider IP, and indemnification obligations.

For any IP claim, SaaS Provider may procure rights, modify the Platform, replace it with a non-infringing equivalent, or terminate the affected Services with a refund of prepaid, unused fees for the terminated portion. These are Customer's sole remedies for IP infringement.

**11. REPRESENTATIONS AND WARRANTIES.**

**11.1. SaaS Provider Warranties.** SaaS Provider warrants it has the rights and authority to provide the Services, will deliver them in a professional manner consistent with industry standards, and that use of the Services does not violate applicable laws or third-party rights.

**11.2. Disclaimer.**

EXCEPT AS EXPRESSLY STATED ABOVE, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION.

## **12. EXCUSABLE DELAY (FORCE MAJEURE).**

Neither party is liable for delays caused by events outside their reasonable control.

## **13. INSURANCE.**

**13.1. Required Coverage.** SaaS Provider shall maintain, at its own expense and during the Term of this Agreement, insurance coverage in commercially reasonable amounts and types customary for providers of similar services.

## **14. GENERAL.**

**14.1. Waiver.** A failure or delay to enforce any provision is not a waiver. Waivers must be in writing.

**14.2. Assignment.** Neither Party may assign this Agreement without consent, except in a merger, reorganization, or sale of substantially all assets. Assignment by Customer does not relieve payment obligations.

**14.3. Subcontracting.** SaaS Provider may use subcontractors but remains responsible for their performance and will bind them to confidentiality, data security, and IP protections.

**14.4. Independent Contractor.** The Parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency.

**14.5. Export Compliance.** Each Party will comply with applicable export and import laws.

**14.6. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties agree to attorn to the jurisdiction of the Courts of Quebec, in the judicial district of Montreal. Each Party waives any objection, which it may have based on lack of personal jurisdiction; improper venue or forum non-conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

The parties have expressly required that this Agreement and all related documents be drawn up in English. Les parties ont expressément exigé que la présente convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

**14.7. Severability.** If any provision is invalid, it will be modified to the minimum extent necessary to be enforceable; the remainder continues in effect.

**14.8. Notices.** Notices must be sent electronically:

- For SaaS Provider: to legal@breachcommander.com
- For Customer: to the email used in the subscription order (unless updated).

**14.9. Equitable Relief.** A breach of Confidentiality or IP provisions may cause irreparable harm; the non-breaching party may seek injunctive or equitable relief without posting bond.

**14.10. Order of Precedence.** If documents conflict: this MSA controls; the SLA controls service levels, uptime, and credits; the DPA controls personal data processing.

**14.11. Compliance with Laws.** Each Party will comply with applicable laws. SaaS Provider will notify Customer of material legal compliance issues affecting the Services.

**14.12. Survival.** Sections on Fees & Payments, Confidentiality, Data Return, Publicity, Indemnity & Liability, Warranties/Disclaimer, and General survive termination or expiration.

**14.13. Entire Agreement.** This Agreement, including Exhibits, is the entire agreement and supersedes prior understandings. SaaS Provider may modify this Agreement by posting updates online with at least 30 days' notice of material changes. Continued use after changes take effect is acceptance.

**14.14. Authority and Reliance.** Each Party represents that its signatory has authority to bind it. No external materials are binding unless incorporated.

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## 1. Context

This Service Level Agreement ("**SLA**") is incorporated into and forms part of the Master Service Agreement ("**Master Service Agreement**") between SaaS Provider and Customer.

It defines the service availability, performance, and support commitments applicable to the Application Platform, subject to and governed by the terms of the Master Service Agreement.

**2. Uptime Commitment.**

SaaS Provider will deploy all commercially reasonable efforts to ensure that the Application Platform is available at least 99.9% of the time over each calendar month.

**2.1. “Available”, “Availability” and “Uptime”** mean that the core features of the Application Platform subscribed to by Client are in an operational and accessible state for Client.

**2.2. “Permitted Downtime”** is a time span when the Application Platform will not be Available for Client due to the following pre-approved reasons:

- Scheduled maintenance and features improvement with at least 5 calendar days’ prior notice (not to exceed 4 hours in any given calendar month).
- Emergency maintenance to address security or stability issues (may be conducted without prior notice in cases of imminent security threat or critical stability issue, with notice as soon as practical thereafter).
- Downtime due to force majeure or third-party provider’s issues.

Permitted Downtime is excluded from Availability calculations.

**2.3. “Resolved” or “Resolution”** mean when the core features of the Application Platform are back to an operational, secure and accessible state for Client after an issue.

**2.4. “Mitigated” or “Mitigation”** mean when an issue has been fixed and the Application Platform has been restored to the best possible state for Client after an issue that cannot be completely resolved for the time being due to overall complexity or external dependencies.

Note: Security vulnerabilities are prone to this status, as their complete resolution often depends on fixes or software releases by 3<sup>rd</sup> party vendors.

**3. Support and Recovery Objectives**

**3.1. First Response Time Objectives (FRTTO) by Issue Severity**

The table below presents the *First Response Time Objectives*, when SaaS Provider must have diligently **started to work on** to the issue. These RTOs are diligent targets, not guarantees.

Effective resolution time will depend on complexity and severity.

Severity	FRTTO	Examples
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<b>High (1)</b>	Within 1 hr	Platform Services outage or security problem
<b>Medium (2)</b>	Within 4 hrs	Feature failure or degraded performance
<b>Low (3)</b>	Within 1 day	General bug, minor issue or question

### 3.2. Recovery Time Objectives (RTO) by Issue Severity

The table below presents *Recovery Time Objectives*, when SaaS Provider must have **resolved** the issue or minimally mitigated most of the core problems if the issue cannot be fixed completely for the time being due to overall complexity or external constraints.

Effective resolution time will depend on complexity and severity.

<b>Severity</b>	<b>RTO</b>	<b>Examples</b>
<b>High (1)</b>	Within 4 hr	Platform Services outage or security problem
<b>Medium (2)</b>	Within 8 hrs	Feature failure or degraded performance
<b>Low (3)</b>	Within 5 days	General bug, minor issue or question

### 3.3. Engaging support

All support requests must first be submitted through the SaaS Provider's online helpdesk platform which allows to document the case, assign a responsible responder/team and provide a ticket number to Client.

### 3.4. Service Credits for failure to meet Uptime Commitment

In the event where the monthly Uptime of the Application Platform would fall below the Uptime Commitment and directly impact Client, Client may request a service credit according to the following criteria.

<b>Monthly Uptime</b>	<b>Service Credit</b>
≥ 99.5% and < 99.9%	5% of that month's fee
≥ 99.0% and < 99.5%	10% of that month's fee
< 99.0%	15% of that month's fee

Credits must be requested within 15 days of the impacted month.

Approved Credits will be applied against future Services invoices.

Credits require Customer's account to be in good standing, are calculated using SaaS Provider's monitoring tools, are capped at 15% of the monthly fee, and are Customer's sole remedy for SLA failures.

### **3.5. Monitoring and Transparency**

SaaS Provider may use internal and third-party monitoring tools to track Uptime and performance of the Services. SaaS Provider may make available at its discretion Performance dashboards to Client.

Uptime reports are available to Client upon request.

Data shared is non-auditable unless required under a security breach investigation or formal audit according to the terms of this Agreement.

### **3.6. Review and Amendment**

This SLA may be updated by SaaS Provider from time to time with notice.

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