

Terms of Service Agreement

Last updated: Jul 10, 2026

This Terms of Service Agreement (the “**Agreement**”), is entered into by and between Alertly Corp., an Ontario corporation (“**Provider**”) and the individual or entity that registers for an Alertly account or otherwise accesses or uses the Services (“**Customer**”, “**you**”, or “**your**”, and together with Provider, the “**Parties**”, and each, a “**Party**”).

WHEREAS, Provider provides access to its software-as-a-service offerings to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

By clicking “**I Agree**,” “**Get Started Now**,” “**Start for Free**,” or a similar button, by creating an account, or by accessing or using the Services, you accept and agree to be bound by this Agreement on behalf of yourself and, if you are accepting on behalf of an entity, that entity (in which case “you” and “Customer” refer to that entity, and you represent that you have authority to bind it to this Agreement). If you do not agree to this Agreement, do not create an account or access or use the Services.

If you are registering for the Agency Plan or negotiating a custom order with our sales team, a separate Software Service Agreement signed by both parties may supplement or, where explicitly stated, supersede specific commercial terms of this Agreement (e.g., pricing, minimum term, or payment method), but these Terms otherwise continue to apply.

1. Definitions.

“**Access Credentials**” means any user name, identification number, password, licence or security key, security token, personal identification number (PIN) or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, investigative, regulatory, or other, whether at Law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the first Person.

“**Agreement**” has the meaning set forth in the preamble.

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

“Available” has the meaning set forth in 5.1(a).

“AWS” means the Amazon Web Services.

“Business Day” means any day other than a Saturday, Sunday, or any other day on which banks located in the City of Ottawa are authorized or required by Law to be closed for business.

“Confidential Information” has the meaning set forth in 10.1.

“Control” (and the terms **“Controlled by”** and **“under common Control with”**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Customer” has the meaning set forth in the preamble.

“Customer Data” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

“Customer Failure” has the meaning set forth in 4.2.

“Customer Indemnitee” has the meaning set forth in 13.1.

“Customer Systems” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

“Disclosing Party” has the meaning set forth in 10.1.

“Documentation” means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“Effective Date” the date on which Customer first creates an account or, if earlier, first accesses or uses the Services.

“Fees” has the meaning set forth in 8.1.

“Force Majeure Event” has the meaning set forth in 15.1.

“Governmental Authority” means any federal, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any Governmental Authority.

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, trojan horse, worm, backdoor, malware, or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (i) computer, software, firmware, hardware, system, or network; or (ii) application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

“HST” means harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

“Indemnatee” has the meaning set forth in 13.3.

“Indemnitor” has the meaning set forth in 13.3.

“IP Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Law” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, civil law, Governmental Order, or other requirement or rule of law of any Governmental Authority.

“Losses” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, disbursements, and charges, and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, Governmental Authority, unincorporated organization, trust, association, or other entity.

“Personal Information” means information that relates to an individual person and identifies or can be used to identify, locate, or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual, including, but not limited to (a) first and last name, signatures; (b) date of birth; (c) home or other physical addresses, including street name and name of city or town and/or province or territory; (d) email address, IP address, or other online information, such as a user name and password; (e) PINs and other unique identifiers, user identification and account access credentials or passwords; (f) telephone number; (g) government-issued identification or other number; (h) employee identification numbers, student information; (i) financial or payment card account number, credit report information; (j) health information; and (k) any information that is combined with any of (a) through (j) above.

"Plan" means the Free, Pro, or Agency subscription plan (or any successor or additional plan Alertly makes available) selected by Customer, as described at alertlyapp.com/pricing and in Exhibit A.

“Process” means to take any action or perform any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information, or other content. **“Processing”** and **“Processed”** have correlative meanings.

“Provider” has the meaning set forth in the preamble.

“Provider Disabling Device” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by Provider or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

“Provider Indemnitee” has the meaning set forth in [13.2](#).

“Provider Materials” means the Services, Documentation and Provider Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software, and other technologies, and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

“Provider Personnel” means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

“Provider Systems” means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

“Receiving Party” has the meaning set forth in 10.1.

“Representatives” means, with respect to a Party, that Party’s employees, officers, directors, consultants, agents, independent contractors, subcontractors, service providers, sublicensees, and legal advisors.

“Resultant Data” means data and information related to Customer’s use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“Service Allocation” has the meaning set forth in 3.2.

“Services” Alertly’s software-as-a-service offering, consisting of API-based connections to advertising platforms for issue detection, a customizable notification system, real-time and historical dashboards, backfilling and tag configuration tools, and event logs, together with any related support Alertly makes available, as further described in Schedule A.

“Subcontractor” has the meaning set forth in 2.7.

“Taxes” means any commodity tax, including sales, use, excise, value-added, goods and services tax, HST, provincial sales tax, consumption, or other similar tax, including penalties and interest, imposed, levied, or assessed by any Governmental Authority.

“Term” has the meaning set forth in 11.1.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with 16.8) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use.

2.2 Documentation Licence. Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with 16.8) licence to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the Parties:

- (a) Provider has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and
- (b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any:
 - (i) information, instructions, or materials provided by any of them to the Services or Provider;
 - (ii) results obtained from any use of the Services or Provider Materials; and
 - (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any licence under) any IP Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with Provider and the respective rights holders in the Third-Party Materials.

2.5 Plans. The Services are offered under the Free, Pro, and Agency Plans summarized in Schedule A and described in full at alertlyapp.com/pricing. Each Plan includes the features, API limits, and number of Authorized Users described in Schedule A. Alertly may introduce new Plans, retire existing Plans, or change the features included in a Plan on a going-forward basis.

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

2.7 Subcontractors. Provider may, from time to time, in its discretion engage third parties to perform Services (each, a "**Subcontractor**"). Provider remains responsible for the performance of its Subcontractors and shall ensure that any Subcontractor with access to Customer Data is bound by confidentiality and data protection obligations no less protective than those in this Agreement.

2.8 Suspension or Termination of Services. Provider may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of

all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) Provider receives a Governmental Order that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirements; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement is terminated. This does not limit any of Provider's other rights or remedies, whether at Law, in equity, or under this Agreement.

2.9 Accounts and Access Credentials. Customer must register for an account to use the Services and must provide accurate and complete registration information. Customer is responsible for maintaining the confidentiality of all Access Credentials, for all activities that occur under its account, and for promptly notifying Alertly of any unauthorized use of its account or Access Credentials. Customer may provision Access Credentials to Authorized Users up to the number included in its Plan and may add additional Authorized Users for the additional per-user fee specified in Schedule A for its Plan.

2.10 Business Use Only. The Services are intended solely for business and professional use. Customer represents that it is acquiring the Services for business purposes and not for personal, family, or household purposes. If, notwithstanding the foregoing, Customer is a "consumer" under applicable consumer protection legislation, nothing in this Agreement limits any right or remedy that cannot be limited or excluded under such legislation.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party licence agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any Provider Disabling Device, security device, or protection used by the Services or Provider Materials or access or use the Services or

Provider Materials other than by an Authorized User through the use of their own then valid Access Credentials;

- (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part;
- (g) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;
- (h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any third party, including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer, or that violates any applicable Law;
- (i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage; or
- (j) otherwise access or use the Services or Provider Materials beyond the scope of the authorization granted under this 3.1.

3.2 Service Usage and Data Storage. Schedule A sets forth a schedule of Fees for designated levels of usage and data storage (each, a "**Service Allocation**"), beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. Alertly may update Plan pricing and features from time to time as described at alertlyapp.com/pricing. Provider will use commercially reasonable efforts to notify Customer in writing if Customer has reached eighty percent (80%) of its then current Service Allocation, and Customer may increase its Service Allocation and corresponding Fee obligations in accordance with Schedule A. If Customer exceeds its Service Allocation for any relevant period, Customer shall also pay to Provider the applicable excess usage and storage Fees set forth in Schedule A. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other Provider customers and agrees that:

- (a) Provider has no obligation to permit Customer to exceed its then-current Service Allocation; and

- (b) Customer is not entitled to any credits for periods during which Customer exceeds its then-current Service Allocation.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. Customer shall at all times during the Term:

- (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Services are accessed or used;
- (b) provide Provider Personnel with such access to Customer Systems as is necessary for Provider to perform the Services; and
- (c) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement.

4.2 Effect of Customer Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

4.3 Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by 3.1, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Provider of any such actual or threatened activity.

5. Service Levels.

5.1 Scheduled Downtime. Provider will use commercially reasonable efforts to give Customer at least 24 hours prior notice of all scheduled outages of the Services (the "**Scheduled Downtime**").

6. Data Backup. The Services do not replace the need for Customers to maintain regular data backups or redundant data archives. PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

7. Data Privacy and Security.

7.1 Information Security Obligations. Provider will employ security measures in accordance with applicable Law.

7.2 Data Handling of Personal Information. Provider collects and processes limited Personal Information of Customer and its Authorized Users (such as names, email addresses, Access Credentials, and billing information) solely to provide, administer, secure, and bill for the Services, in accordance with Provider's Privacy Policy at alertlyapp.com/privacy and applicable privacy Laws, including the Personal Information Protection and Electronic Documents Act (Canada). Customer shall not upload or transmit Personal Information of end users or other third parties to the Services except as expressly contemplated by the Documentation, and Customer is solely responsible for ensuring that any Personal Information it or its Authorized Users provide to the Services has been collected and is disclosed in compliance with applicable privacy Laws, including obtaining all required consents. PROVIDER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY PERSONAL INFORMATION.

7.3 Data Breach Procedures. Provider maintains a data breach plan in accordance with all Laws and shall implement the procedures required under such data breach plan on the occurrence of a data breach (as defined in such plan).

7.4 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

7.5 Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to, or use of, the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8. Fees and Payment.

8.1 Fees. The Free Plan requires no payment. Paid Plans (Pro and Agency) are billed in advance on a monthly or annual basis, as selected by Customer at sign-up, using the payment method Customer provides. Pro Plan annual billing is invoiced at the discounted annual rate shown in Schedule A.

8.2 Auto-Renewal. Paid Plans automatically renew at the end of each billing period (monthly or annual, as applicable) for a successive period of the same length, at Alertly's then-current Fees for the applicable Plan, unless Customer cancels in accordance with 11.2 before the renewal date.

8.3 Usage-Based Fees and Overages. Each Plan includes the monthly API call limit set out in Schedule A. If Customer exceeds its API limit: (a) on the Free Plan, Customer's API access will be limited until Customer upgrades to a paid Plan; and (b) on the Pro or Agency Plan, Alertly will bill the applicable overage Fee per additional call, as set out in Schedule A, in the month following the overage. Additional Authorized Users and, for the Agency Plan, additional Client Accounts, are billed at the per-unit Fees set out in Schedule A.

8.4 Fee Changes. Alertly may change its Fees or introduce new fees for the Services. For existing paid subscriptions, Alertly will provide at least thirty (30) days' notice (by email or in-app notice) before a Fee increase takes effect on Customer's account; continued use of the Services after that date constitutes acceptance of the new Fees. If Customer does not agree to a Fee increase, Customer's sole remedy is to cancel its subscription before the change takes effect.

8.5 No Refunds. Except as required by law or as expressly stated in these Terms, Fees are non-refundable, including for partial billing periods, unused API calls, or unused Authorized User seats.

8.6 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments which Alertly will charge in addition to the Fees where required by law. Without limiting the foregoing, Customer is responsible for all HST, goods and services tax, provincial sales tax, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, or territorial governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

8.7 Late Payment. If Customer fails to make any payment when due, then, in addition to all other remedies that may be available:

- (a) Provider may charge interest on the past due amount at the rate of one and a half percent (1.5%) per month (19.56% per annum), calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;
- (b) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and
- (c) if such failure continues for thirty (30) days following written notice thereof, Provider may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

8.8 No Deductions or Set-Offs. All amounts payable to Provider under this Agreement shall be paid by Customer to Provider in full without any set-off, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

9. Intellectual Property Rights.

9.1 Provider Materials. All right, title, and interest in and to the Provider Materials, including all IP Rights therein, are and will remain with Provider and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all IP Rights, in and to the Third-Party Materials. Customer acknowledges and agrees that it has no right, licence, or authorization with respect to any of the Provider Materials or Third-Party Materials (including any IP Rights therein) except as expressly set forth in 2.1 or the applicable third-party licence, in each case subject to 3.1. All other rights in and to the Provider Materials and Third-Party Materials are expressly reserved by Provider and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Provider an assignment of all right, title, and interest in and to the Resultant Data, including all IP Rights relating thereto.

9.2 Customer Data. As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all IP Rights relating thereto, subject to the rights and permissions granted in 9.3. Customer Data will be used only to provide the Services and will not be disclosed to any third party except: (a) to Provider's hosting providers (including AWS) and Subcontractors as necessary to provide the Services; (b) as required by Law or Governmental Order, subject to 10.4; or (c) with Customer's prior written consent.

9.3 Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Provider, its Subcontractors, and the Provider Personnel to enforce this Agreement and exercise Provider's, its Subcontractors', and the Provider Personnel's rights and perform Provider's, its Subcontractors', and the Provider Personnel's obligations hereunder.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing, all Provider Materials are the Confidential Information of Provider and the terms of this Agreement are the Confidential Information of each of the Parties.

10.2 Exclusions. Confidential Information does not include information that:

- (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement;

- (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement;
- (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
- (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall indefinitely:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted by and subject to its compliance with 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this 10.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this 10.3;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for, any of its Representatives' non-compliance with, the terms of this 10.
- (f) Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this 10.3 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10.4 Compelled Disclosures.

- (a) If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information, then, to the extent permitted by applicable Law, the Receiving Party shall:
 - (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under 10.3; and
 - (ii) provide reasonable assistance to the Disclosing Party, in opposing such disclosure or seeking an injunction, a protective order, or other limitations on disclosure.
- (b) If the Disclosing Party waives compliance or, after providing the notice and assistance required under this 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and will continue in effect until terminated by either party (the “**Term**”).

11.2 Cancellation by Customer. Customer may cancel its paid subscription at any time through its account settings or by contacting admin@alertlyapp.com. Cancellation takes effect at the end of the then-current monthly or annual billing period, and Customer will continue to have access to its paid Plan through that date. Customer may also downgrade to the Free Plan, subject to the Free Plan's usage limits and any data-retention limits described in the Documentation.

11.3 Termination for Convenience. Alertly may terminate this Agreement for any reason upon providing thirty (30) days' prior written notice to the Customer. Termination under this section shall not relieve Customer of any payment obligations for fees accrued or due through the effective date of termination.

11.4 Termination for Default. In addition to any other express termination right set forth elsewhere in this Agreement:

- (a) Provider may terminate this Agreement, effective on written notice to Customer, if Customer:
 - (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or

- (ii) breaches any of its obligations under 3.1 (Use Restrictions) or 10 (Confidentiality).
- (b) Provider may terminate this Agreement, effective immediately upon written notice to Customer, if Customer:
 - (i) fails to pay its debts generally as they become due or otherwise acknowledges its insolvency;
 - (ii) ceases to carry on business in the ordinary course;
 - (iii) makes a general assignment for the benefit of its creditors;
 - (iv) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law;
 - (v) commences or institutes any application, proceeding, or other action under any Law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts, or similar Laws, seeking: (A) to have an order for relief entered with respect to it; (B) to adjudicate it as bankrupt or insolvent; (C) reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, compromise, arrangement, stay of proceedings of creditors generally, or other relief with respect to it or its assets or debts; or (D) appointment of a receiver, interim receiver, receiver and manager, trustee, custodian, conservator, or other similar official for it or for all or any part of its assets.

11.5 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- (a) all rights, licences, consents, and authorizations granted by either Party to the other hereunder will immediately terminate;
- (b) Provider shall immediately cease all use of any Customer Data or Customer's Confidential Information and:
 - (i) within thirty (30) days permanently erase all Customer Data and Customer's Confidential Information from the Provider Systems, provided that, for clarity, Provider's obligations under this 11.5 (b) (i) do not apply to any Resultant Data;
- (c) Customer shall immediately cease all use of any Services or Provider Materials and:

- (i) permanently erase all Provider Materials and Provider's Confidential Information from all computer systems that Customer directly or indirectly controls;
- (d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:
 - (i) the Receiving Party may retain the Disclosing Party's Confidential Information; and
 - (ii) Customer may retain Provider Materials, in the case of each of subclause (i) and (ii) in its then current state and solely to the extent and for so long as required by applicable Law; and
 - (iii) all information and materials described in this 11.5(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;
- (e) Provider may disable all Customer and Authorized User access to the Services and Provider Materials;
- (f) if Provider terminates this Agreement under 11.4, all Fees accrued but unpaid as of the effective date of termination, together with all Fees for the remainder of Customer's then-current billing period (monthly or annual, as applicable), will become immediately due and payable on receipt of Provider's invoice therefore.

11.6 Survival. The rights and obligations of the parties set forth in 3.1 (Use Restrictions), 8 (Fees and Payment, with respect to accrued amounts) and 10 (Confidentiality) 11.5 (Effect of Termination or Expiration), 12 (Representations and Warranties), 13 (Indemnification), 14 (Limitation of Liability), and 16 (Miscellaneous), and any 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.

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

- (a) it is a corporation incorporated and validly existing in the jurisdiction of its incorporation;
- (b) it has all required corporate power and capacity to enter into this Agreement, to grant the rights and licences granted under this Agreement and to perform its obligations under this Agreement;

- (c) Once accepted, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

12.2 Additional Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to Provider that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any IP Rights, or any privacy or other rights of any third party or violate any applicable Law.

12.3 DISCLAIMER OF CONDITIONS AND WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **12.1** AND **12.2**, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (a) MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OF CERTAIN LIABILITIES. THE FOREGOING EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. Indemnification.

13.1 Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer and Customer’s officers, directors, employees, agents, successors, and assigned (each, a “**Customer Indemnitee**”) from and against any and all Losses incurred by Customer Indemnitee resulting from any Action by a third party (other than an Affiliate of a Customer Indemnitee) to the extent that such Losses arise from any allegation in such Action that Customer’s use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement infringes or misappropriates such third party’s IP Right protected in Canada. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- (a) Third-Party Materials or Customer Data;
- (b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service not provided by Provider or specified for Customer's use in the Documentation;
- (c) modification of the Provider Materials other than: (i) by or on behalf of Provider; or (ii) with Provider's written approval in accordance with Provider's written specification;
- (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider; or
- (e) act, omission, or other matter described in 13.2(a), 13.2(b), 13.2(c), or 13.2(d), whether or not the same results in any Action against or Losses by any Provider Indemnitee.

13.2 Customer Indemnification. Customer shall indemnify, defend, and hold harmless Provider and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any Action by a third party (other than an Affiliate of a Provider Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from:

- (a) Customer Data, including any Processing of Customer Data by or on behalf of Provider in accordance with this Agreement;
- (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Provider's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Provider;
- (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or
- (d) negligence or more culpable act or omission (including recklessness or wilful misconduct) by Customer, any Authorized User or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

13.3 Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to 13.1 or 13.2, as the case may be. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defence and shall employ counsel to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with

counsel of its own choosing. The Indemnitor shall not settle any Action without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this 13.3 will not relieve the Indemnitor of its obligations under this 13 except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

13.4 Mitigation. If any of the Services or Provider Materials are, or in Provider's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party IP Right, or if Customer's or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense:

- (a) obtain the right for Customer to continue to use the Services and Provider Materials as contemplated by this Agreement;
- (b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or
- (c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Services and Provider Materials.

13.5 **SOLE REMEDY. THIS 13 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

14. Limitations of Liability.

14.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE, OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; (f) FAILURE OF PLATFORM TO ISSUE NOTIFICATION OR FAILURE

OF PARTY TO ACT ON SUCH NOTIFICATION; (g) MARKETING TRACKING EVENT FAILURES; (h) DAMAGES CAUSED BY OUTAGES OF THE AWS OR (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OF CERTAIN LIABILITIES. THE FOREGOING EXCLUSIONS AND LIMITATIONS APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF PROVIDER ARISING OUT OR RELATED TO THIS AGREEMENT WHETHER ARISING UNDER OR RELATED TO , BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Force Majeure.

15.1 No Breach or Default. In no event will either Party be liable or responsible to the other Party, or be 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 payment obligation) 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:

- (a) acts of God;
- (b) flood, fire, earthquake, tsunami, or explosion;
- (c) epidemics or pandemics;
- (d) war, terrorism, invasion, riot, or other civil unrest;
- (e) actions, embargoes, or blockades in effect on or after the date of this Agreement;
- (f) national or regional emergency; or
- (g) strikes, labour stoppages or slowdowns, or other industrial disturbances; or

- (h) passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or any complete or partial government shutdown; or
- (i) national or regional shortage of adequate power or telecommunications or transportation facilities; or
- (j) any other event that is beyond the reasonable control of such Party.

(each of the foregoing, a “**Force Majeure Event**”).

15.2 Affected Party Obligations. A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. On a Party’s reasonable request, the other Party shall, at the requesting party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

16.3 Public Announcements. Provider may, without Customer’s consent, include Customer’s name and other indicia in its lists of Provider’s current or former customers of Provider in promotional and marketing materials. Customer may opt out of such use at any time by written notice to Provider.

16.4 Notices. Alertly may provide notices to Customer by email to the address on Customer’s account or by in-app notice. Customer may provide notices to Alertly by email to admin@alertlyapp.com.

16.5 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) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) 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 (z) 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 exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Unless otherwise stated, all dollar amounts referred to in this Agreement are stated in Canadian currency.

16.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.7 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency or conflict between the terms and provisions of this Agreement and those of any exhibits, schedules, attachments, or appendices the following order of precedence shall govern: (a) first, this Agreement, excluding its exhibits, schedules, attachments, and appendices; and (b) second, the exhibits, schedules, attachments, and appendices to this Agreement as of the Effective Date.

16.8 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of Law, or otherwise, without Provider’s prior written consent, which consent may be given in Provider’s sole discretion. For purposes of the preceding sentence, and without limiting its generality, any amalgamation, arrangement, or reorganization involving Customer will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Provider’s prior written consent is required. No assignment, delegation or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this **16.8** is void.

16.9 Successors and Assigns. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

16.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16.11 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall 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.

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

16.13 Governing Law. This Agreement and all exhibits and schedules attached hereto and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the Laws of the province of Ontario and the federal laws of Canada applicable therein.

16.14 Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

16.15 Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach of any of its obligations under 10 (Confidentiality) or, in the case of Customer, 3.1 (Use Restrictions), 4.3 (Corrective Action and Notice), or 7.4 (Customer Control and Responsibility) would cause Provider irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the Provider will be entitled to seek equitable relief, including a restraining order, an

injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

16.16 Changes to this Agreement. Provider may amend this Agreement from time to time. Customer's continued use of the Services after the effective date constitutes acceptance of the amended Agreement. If Customer does not agree to an amendment, Customer's sole remedy is to cancel its subscription under 11.2 before the amendment takes effect.

SCHEDULE A SERVICES AND FEES

1. Summary of Software and Services:

The Software consists of direct API-based connections to advertising platforms to detect issues at the end of the data chain and includes a customizable notification system designed to alert users to significant increases or decreases in event counts. The Services further comprise real-time and historical data dashboards for visual issue detection, backfilling, and new tag configuration, together with detailed event logs enabling rapid issue diagnosis.

2. Fees and Expenses:

All payments shall be in Canadian dollars and made via the payment methods available at alertlyapp.com.

	Free	Pro	Agency
Price	\$0/mo	\$149/mo or \$1,500/yr billed annually	\$349/mo + \$49/mo per Client Account or \$3,500/yr billed annually + \$49/mo per Client
Alerts	AI & manual alerts	AI & manual alerts	AI & manual alerts
Team	3 Authorized Users included	5 Authorized Users included; additional users \$15/mo each	10 users on MCC (additional \$15/mo each); 5 users per Client Account (additional \$10/mo each)
Notifications	Email + Slack notifications	Email + Slack notifications	Email + Slack notifications
API Limit	1,500 calls/mo (upgrade to Pro to continue if exceeded)	10,000 calls/mo; overages billed at \$0.0015 per call	100,000 calls/mo across all Client Accounts; overages billed at \$0.0015 per call
Sign-up	No credit card required	Self-serve online checkout	Contact Sales

Free Plan overage: if Customer exceeds the 1,500 calls/mo API limit, further API access is limited until Customer upgrades to the Pro Plan.

Pro Plan overage: \$0.0015 per API call in excess of 10,000 calls/mo, billed in the following month.

Agency Plan overage: \$0.0015 per API call in excess of 100,000 calls/mo across all Client Accounts, billed in the following month. Each additional Client Account is billed at \$49/mo.

Agency Plan sign-up: available by contacting sales at sales@alertlyapp.com; a separate order form may apply to Agency Plan billing.