

## AUTHORIZED USER TERMS OF USE

Last Modified: 2025-07-07

These Authorized User Terms of Use ("**Authorized User Terms of Use**") govern your access to and use of the Services provided to you ("**you**" or "**your**") for use pursuant to and subject to a Cloud Services Agreement (the "**Cloud Services Agreement**") between Akitu Inc. ("**Provider**", "**we**", or "**us**") and your employer or other person or entity who is authorized to use the Services ("**Customer**").

**BY CLICKING THE "ACCEPT" BUTTON AND BY USING THE SERVICES YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY CUSTOMER TO ACCESS AND USE THE SERVICES; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE AUTHORIZED USER TERMS OF USE, DO NOT CLICK THE "ACCEPT" BUTTON AND YOU WILL HAVE NO AUTHORIZATION TO, AND MUST NOT ACCESS OR USE, THE SERVICES.**

### 1. Definitions.

- (a) "**Aggregated Statistics**" has the meaning set forth in Section 2(e).
- (b) "**Authorized User**" means you and has the meaning set forth in the Cloud Services Agreement.
- (c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services.
- (d) "**Documentation**" means any of Provider's end user documentation relating to the Services available at the Wiki accessible via the Services.
- (e) "**Downloadable Software**" means downloadable tools or other software that Provider makes available for download specifically for purposes of facilitating access to, operation of, or use with the Services, and any updates Provider may make available to such software from time-to-time. For the avoidance of doubt, Downloadable Software does not include Third-Party Products.
- (f) "**Provider IP**" means the Provider System, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services or Downloadable Software, but does not include Customer Data.

(g) **"Provider System"** means the Services and the Downloadable Software.

(h) **"Services"** means the services provided by Provider under these Authorized User Terms of Use and the Cloud Services Agreement with the Customer and reflected in the Customer's order.

(i) **"Third-Party Products"** means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services.

## 2. **Authorization and Restrictions.**

(a) **Authorization.** Subject to and conditioned on Customer's payment of fees and your compliance with all other terms and conditions of these Authorized User Terms of Use and the terms and conditions of the Cloud Services Agreement, Provider hereby authorizes you to access and use the Services and such Documentation as Provider may supply or make available to you for Customer's internal business purposes in accordance with the Cloud Services Agreement. This authorization is non-exclusive and non-transferable. The foregoing authorization will terminate immediately on the earlier to occur of: (i) the expiration or earlier termination of the Cloud Services Agreement between Provider and Customer; or (ii) your ceasing to be authorized by Provider or Customer (as an Authorized User) to use the Services for any or no reason.

(b) **Downloadable Software.** Subject to and conditioned on Customer's payment of fees and your compliance with all other terms and conditions of these Authorized User Terms of Use and the terms and conditions of the Cloud Services Agreement, as well as upon Customer's order of Services that include Downloadable Software, Provider hereby grants to you a non-exclusive, non-sublicensable, non-transferable licence during the term of the Cloud Services Agreement to use the Downloadable Software solely for Customer's internal use in connection with its use of the Services. The foregoing licence will terminate immediately on the earlier to occur of: (i) the expiration or earlier termination of the Cloud Services Agreement between Provider and Customer; or (ii) your ceasing to be authorized by Provider or Customer (as an Authorized User) to use the Services for any or no reason.

(c) **Use Restrictions.** You shall not, and shall not permit any other party to, use the Provider IP for any purposes beyond the scope of the access granted in these Authorized User Terms of Use. You shall not at any time, directly or indirectly, and shall not permit any other party to: (i) copy, modify, or create derivative works of the Provider IP, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Provider IP except as expressly permitted under these Authorized User Terms of Use; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Provider IP, in whole or in part; (iv) remove any proprietary notices from the Provider IP; (v) use the Provider IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that

violates any applicable law, regulation, or rule; (vi) use the Provider IP in violation of any law, regulation, rule, or professional ethics standards; or (vii) use the Provider IP for purposes of competitive analysis of the Services, the development of a competing software product or service or any other purpose that is to the Provider's commercial disadvantage.

**(d) Compliance Measures.** The Services may contain technological copy protection or other security features designed to prevent unauthorized use of the Services, including features to protect against use of the Services beyond the scope of the authorization granted herein or prohibited herein. You shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.

**(e) Aggregated Statistics.** Notwithstanding anything to the contrary in these Authorized User Terms of Use, Provider may monitor your use of the Services and collect and compile data and information related to your use of the Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("**Aggregated Statistics**"). As between Provider and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

**(f) Reservation of Rights.** Provider reserves all rights not expressly granted to you in these Authorized User Terms of Use. Nothing in these Authorized User Terms of Use grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

**(g) Suspension.** Notwithstanding anything to the contrary in these Authorized User Terms of Use, Provider may temporarily suspend your access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) your use or Customer's use or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) you or Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to you or Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable you to access the Services; or (iii) Customer fails to make any payment for fees when due (any such

suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or Customer or any other Authorized User may incur as a result of a Service Suspension.

**3. Customer Responsibilities.**

**(a) Acceptable Use Policy.** The Services may not be used for unlawful, fraudulent, offensive, or obscene activity. You will comply with all terms and conditions of these Authorized User Terms of Use, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on Provider's website from time to time.

**(b) Account Use.** You are responsible and liable for all uses of the Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of these Authorized User Terms of Use.

**(c) Customer Data.** You hereby grant to Provider a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. The licences granted by you to Provider in regard to Customer Data shall apply only to the extent that your authorization to use such Customer Data allows you to grant such licence. You will ensure that Customer Data and your use of Customer Data will not violate any policy or terms referenced in or incorporated into these Authorized User Terms of Use or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

**(d) Passwords and Access Credentials.** You are responsible for keeping your passwords and access credentials associated with the Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

**(e) Third-Party Products.** The Services may permit access to Third-Party Products. For purposes of these Terms of Use, such Third-Party Products are subject to their own terms and conditions which may be presented to you for acceptance within the Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

**4. Privacy Policy.** Provider complies with its privacy policy available at [www.akituone.com/privacy-policy](http://www.akituone.com/privacy-policy) ("**Privacy Policy**"), in providing the Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or

through the Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

**5. Intellectual Property Ownership; Feedback.** As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Provider IP and (b) you are authorized to use the Customer Data. If you send or transmit any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

**6. Warranty Disclaimer.**

**(a) Customer Warranty.** You warrant that you are authorized to use the Customer Data and that both the Customer Data and your use of the Services are in compliance with these Authorized User Terms of Use.

**(b)** THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

**7. Indemnification.** You shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees ("**Losses**") arising from or relating to any from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") (i) that the Customer Data, or any use of the Customer Data in accordance with these Terms of Use, infringes or misappropriates such third party's intellectual property rights; or (ii) based on your negligence or wilful misconduct or use of the Services in a manner not authorized by these Authorized User Terms of Use; *provided that* you may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further

*provided that* Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.

**8. LIMITATIONS OF LIABILITY.** IN NO EVENT WILL PROVIDER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU UNDER OR IN CONNECTION WITH THESE AUTHORIZED USER TERMS OF USE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. YOU ARE PROVIDED THE SERVICES UNDER THE CLOUD SERVICES AGREEMENT BETWEEN PROVIDER AND CUSTOMER, SOLELY FOR THE BENEFIT OF CUSTOMER AND AT CUSTOMER'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THE CLOUD SERVICES AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY PROVIDER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SERVICES SHALL BE SOLELY TO CUSTOMER UNDER THE CLOUD SERVICES AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

**9. Survival.** This Section 9, Section 1 (Definitions), Section 5 (Intellectual Property Ownership; Feedback), Section 6 (Warranty Disclaimer), Section 7 (Indemnification) and Section 8 (Limitations of Liability), and any right, obligation, or required performance of the parties in these Terms of Use which, by its express terms or nature and context is intended to survive termination or expiration of the agreement between the parties, will survive any such termination or expiration.

**10. Modifications.** You acknowledge and agree that we have the right, in our sole discretion, to modify these Authorized Users Terms of Use from time to time, and that modified terms become effective on posting. You will be notified of modifications through notifications via Service or direct email communication from us. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms.

**11. Export Regulation.** The Services may be subject to Canadian export control laws. You shall not, directly or indirectly, export, re-export or release the Services to, or make the Services or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing or otherwise making the Services available outside Canada.

**12. Governing Law.** These Authorized Users Terms of Use are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**13. Choice of Forum.** Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to these Authorized Users Terms of Use, including all statements of work, exhibits, schedules, attachments, and appendices attached to these Authorized Users Terms of Use, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario (Canada), 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.

**14. Choice of Language.** The parties confirm that it is their express wish that these Authorized Users Terms of Use, as well as any other documents related to these Authorized Users Terms of Use, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que ces Conditions d'utilisation des utilisateurs autorisés, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.