

SIXES SOFTWARE LTD.

ONLINE TERMS AND CONDITIONS

Effective Date: October 1, 2025

Version: v2025.10

These Online Terms and Conditions (“Terms”) govern the use of the SIX solution provided by Sixes Software Ltd. (“we”, “us”, or “our”), a corporation existing under the laws of the Province of British Columbia with a place of business at 101 College Court, New Westminster, British Columbia, Canada V3L 1K8. These Terms are incorporated by reference into each Order Form executed between Sixes Software Ltd. and the customer identified in that Order Form (“Customer”).

These Terms apply to Order Forms executed on or after October 1, 2025. Order Forms executed before that date remain governed by the version of the Terms applicable to that Order Form at the time of execution, unless the parties otherwise agree in writing.

1. SERVICES

Sixes Software Ltd. provides cloud-based software-as-a-service and a companion mobile application for personalized customer experience (the “Services”), as further described in the applicable Order Form. The Services include the functionality purchased by Customer and any applicable documentation. The Order Form will specify the applicable subscription, authorized Users, Subscription Term, fees and other commercial terms.

2. LICENSE AND RESTRICTIONS

Subject to these Terms, the applicable Order Form and Customer’s payment of all applicable fees, Sixes Software Ltd. grants Customer a limited, non-exclusive, revocable, non-transferable and non-sublicensable right during the applicable Subscription Term for Customer’s authorized employees, consultants, contractors, agents and Affiliates (“Users”) to access and use the Services for Customer’s internal business purposes and within the limits set out in the Order Form.

Customer and its Users may not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit the Services; interfere with or disrupt the integrity, security or performance of the Services; attempt to gain unauthorized access to the Services or related systems; use security testing tools to probe or penetrate the Services without Sixes Software Ltd.’s authorization; access the Services for the purpose of building a similar or competitive product; or copy, translate, create derivative works of, reverse engineer, reverse assemble, disassemble or decompile the Services or otherwise attempt to discover their source code. Customer is responsible for its Users’ compliance with these Terms and for maintaining the confidentiality of access credentials.

3. CUSTOMER DATA AND PRIVACY

As between Sixes Software Ltd. and Customer, Customer owns all right, title and interest in data and content submitted by or for Customer to the Services (“Customer Data”). Customer grants Sixes Software Ltd. a limited, non-exclusive, royalty-free, worldwide right to use and process Customer Data as necessary to provide the Services. Customer is responsible for the accuracy, quality, integrity, legality and appropriateness of Customer Data.

Sixes Software Ltd. will maintain commercially reasonable administrative, physical and technical safeguards for Customer Data. Customer acknowledges and authorizes that Customer Data may be transferred to, stored and processed in the United States and may be processed by Sixes Software Ltd.'s service providers and subprocessors as necessary to provide the Services.

Sixes Software Ltd. may derive statistical and aggregated information from Customer Data and use of the Services and may use or make available such information provided it does not identify Customer, any individual, or Customer's Confidential Information.

4. CONFIDENTIALITY

Each party will protect the other party's confidential or proprietary information ("Confidential Information") using at least reasonable care and will use such information only for purposes of performing or exercising rights under the applicable Order and these Terms. Confidential Information does not include information that is or becomes public through no breach of these Terms, was lawfully known without restriction before disclosure, is lawfully received from a third party without confidentiality obligation, or is independently developed without use of the other party's Confidential Information. A party may disclose Confidential Information where required by law, subject to providing notice where legally permitted and disclosing only the portion legally required.

5. FEES, CURRENCY AND PAYMENT

Customer shall pay all fees specified in the applicable Order Form. The currency specified in the Order Form governs all fees and invoices under that Order. Unless otherwise specified in the Order Form, fees are quoted and payable in Canadian Dollars (CAD). Where an Order Form specifies another currency, including U.S. Dollars (USD), invoices under that Order will be issued and payable in that currency.

Except as otherwise specified in an Order Form, fees are based on Services purchased rather than actual usage, payment obligations are non-cancelable, fees paid are non-refundable, and purchased Services may not be decreased during the Subscription Term. Customer shall pay all amounts without set-off or counterclaim and without deduction or withholding, except as required by applicable law. Customer is responsible for bank transfer charges, currency conversion costs and similar payment charges incurred in making payment, and Sixes Software Ltd. is not responsible for exchange-rate fluctuations.

Payment is due within thirty (30) days of the invoice date unless the Order Form specifies otherwise. Overdue amounts may accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. If amounts owed for the Services are thirty (30) or more days overdue, Sixes Software Ltd. may suspend Customer's and its Users' access to the Services until those amounts are paid in full.

Fees exclude applicable sales, use and similar taxes. Customer is responsible for taxes applicable to its purchase or use of the Services, other than taxes based on Sixes Software Ltd.'s net income, capital or assets. Any customer purchase order is for Customer's administrative convenience only and does not modify the applicable Order Form or these Terms.

6. INTELLECTUAL PROPERTY

Sixes Software Ltd., its licensors and its service providers own all right, title and interest in and to the Services and all related intellectual property rights. Sixes Software Ltd. reserves all rights not expressly

granted under these Terms or an Order Form. Customer will not remove or alter proprietary notices appearing in the Services. Sixes Software Ltd. will own all right, title and interest in suggestions, enhancement requests, recommendations and other feedback provided by Customer or its Users relating to the Services.

7. WARRANTIES AND DISCLAIMERS

THE SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIXES SOFTWARE LTD. AND ITS LICENSORS DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY AND OTHER WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SIXES SOFTWARE LTD. DOES NOT WARRANT THAT THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; OR WILL OPERATE WITHOUT LIMITATIONS, DELAYS OR OTHER PROBLEMS INHERENT IN INTERNET AND ELECTRONIC COMMUNICATIONS.

8. INDEMNIFICATION

Sixes Software Ltd. will defend and indemnify Customer against third-party claims alleging that Customer's authorized use of the Services in accordance with these Terms infringes a third party's intellectual property rights, subject to customary exclusions for Customer Data, unauthorized combinations or modifications, continued use after notice, and Customer's violation of applicable law. Customer will defend and indemnify Sixes Software Ltd. against third-party claims arising from Customer Data that infringes a third party's intellectual property rights or from Customer's misuse of the Services. An indemnified party must promptly notify the indemnifying party, provide reasonable cooperation and permit the indemnifying party to control the defense and settlement, provided no settlement may impose liability or obligations on the indemnified party without its prior written consent.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO AN ORDER FORM, THESE TERMS OR THE SERVICES WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SIXES SOFTWARE LTD. UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS DO NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10. TERM AND TERMINATION

The Subscription Term and any renewal terms are specified in the applicable Order Form. Unless otherwise stated in the Order Form, the subscription will automatically renew for successive terms unless either party gives at least thirty (30) days' written notice before the end of the then-current term.

Either party may terminate an Order for material breach if the other party fails to cure the breach within thirty (30) days after written notice, or immediately if the other party ceases business operations other than in connection with a permitted assignment. Upon termination or expiration, Customer's rights to

access and use the Services cease. Subject to payment of all outstanding fees, Customer may retrieve Customer Data for up to thirty (30) days after termination or expiration, after which Sixes Software Ltd. may delete Customer Data unless legally prohibited from doing so.

11. GENERAL

The parties are independent contractors. Each party will comply with applicable laws in performing its obligations. Neither party is liable for delay or failure caused by events beyond its reasonable control, except for payment obligations.

Neither party may assign an Order or these Terms without the other party's prior written consent, except in connection with a merger, change of control, or sale of all or substantially all of its business or assets. These Terms and the applicable Order Form bind and benefit permitted successors and assigns.

The laws of the Province of British Columbia and the applicable federal laws of Canada govern each Order and these Terms, without regard to conflict-of-law principles. The parties submit to the exclusive jurisdiction of the courts of British Columbia.

If there is a conflict between an Order Form and these Terms, the Order Form will control with respect to that Order. The applicable Order Form and these Terms constitute the entire agreement between the parties regarding the Services purchased under that Order and supersede prior proposals, representations and agreements relating to those Services. No customer purchase order or other administrative document modifies the agreement unless expressly agreed in writing by authorized representatives of both parties.

If any provision is held invalid or unenforceable, the remaining provisions remain in effect. Failure to enforce a right is not a waiver. Provisions that by their nature should survive termination or expiration will survive.

12. CHANGES TO THESE TERMS AND VERSION CONTROL

Sixes Software Ltd. may publish updated versions of these Terms from time to time. Each version will be identified by its effective date. Unless otherwise agreed in writing, an updated version will apply only to Order Forms executed on or after that version's effective date and will not amend an Order Form already in effect. Previous versions applicable to earlier Order Forms are maintained by Sixes Software Ltd. and are available upon request.

Questions regarding these Terms may be directed to info@shareSIX.com

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