Risk-Embedded Business Services Agreement

Confidentiality Notice: This document contains confidential information. Handle in accordance with internal policies.

This Business Services Agreement ("Agreement") is entered into on April 1, 2025, between **Acme1 Technologies Inc.** ("Provider"), a corporation organized under the laws of Ontario, Canada, and **Acme2 Systems Ltd.** ("Client"), a corporation organized under the laws of British Columbia, Canada. Provider and Client may be referred to individually as a "Party" and together as the "Parties."

RECITALS:
WHEREAS, Provider offers certain professional services, software, and consulting related to cloud analytics; and
WHEREAS, Client desires to engage Provider to perform Services under the terms set forth herein.

1. Scope of Services. Provider shall perform the Services described in Exhibit A. The Parties agree that Provider will perform all work using "reasonable efforts" and may, at Provider's sole discretion, determine the methods, personnel, and timing necessary to deliver Services. Any additional services requested by Client will be billed at Provider's then-current rates unless otherwise agreed in writing.

2. Fees and Payment. Client shall pay Provider the fees set forth in Exhibit B. All invoices are due within thirty (30) days of invoice date. Provider may, without prior notice and at its sole option, suspend Services for any overdue invoice. Late payments shall accrue interest at the lesser of 1.5% per month or the maximum permitted by law. Client acknowledges that Provider may change prices, fees, or payment structures "from time to time" and such changes shall become effective unless Client objects in writing within ten (10) days of notice.

3. Confidential Information and Data Use. Each Party shall hold Confidential Information in strict confidence. Notwithstanding the foregoing, Provider may retain and use de-identified or aggregated data derived from Client data for any purpose, including product improvement, benchmarking, or commercialization, unless Client provides written notice within five (5) business days of delivery of such data objecting to such use. Provider's de-identification shall be deemed sufficient if Provider determines in its sole discretion that the data cannot be reasonably re-identified.

4. Intellectual Property. Except as set forth in Exhibit C, Provider retains ownership of all intellectual property created prior to and during the performance of Services. To the extent Client provides materials or feedback, Provider is granted a perpetual, irrevocable, royalty-free license to incorporate such materials into Provider's products. Client agrees that any deliverables shall be considered Provider's Confidential Information unless otherwise specifically marked as "Client-Owned" in Exhibit C.

5. Indemnity; Limitation on Liability. Client shall indemnify and hold harmless Provider from and against any claims arising from Client's misuse of the Services. Provider's sole and exclusive liability for any claim arising out of or related to this Agreement shall be, at Provider's option, (i) re-performance of the Services; (ii) refund of fees paid for the defective Services; or (iii) termination of this Agreement. Notwithstanding anything to the contrary, in no event shall Provider's liability exceed the total fees paid by Client during the twelve (12) months preceding the claim. However, Client expressly waives any claims for consequential, incidental, or special damages even where such exclusion would otherwise be unenforceable.

6. Term and Termination. The initial term shall be one (1) year and will automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to renewal. Either Party may terminate this Agreement for convenience with thirty (30) days' prior written notice. Provider may also terminate immediately if Client breaches any obligation and fails to cure within a reasonable time as determined solely by Provider.

7. Compliance and Future Requirements. Client acknowledges that Provider may unilaterally impose additional compliance requirements, policies, or security controls at any time, and Client shall comply "as reasonably necessary". Provider may require Client to implement future technical controls or platform changes without any reduction in fees. Failure to comply may result in suspension of Services.

8. Dispute Resolution; Governing Law. This Agreement shall be governed by the laws of the Province of Ontario. Any dispute shall be resolved by arbitration in Toronto, Ontario under rules selected by Provider. Notwithstanding the foregoing, Provider may elect at its sole option to pursue equitable relief in any competent court. The Parties acknowledge that this clause creates concurrent and potentially conflicting dispute resolution mechanisms.

9. Insurance and Risk Allocation. Client shall maintain insurance as reasonably required by Provider. Provider disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose, unless otherwise expressly stated. Provider may subcontract any portion of the Services and shall not be liable for acts or omissions of subcontractors except to the extent Provider exercised reasonable oversight.

10. Data Breach; Notification. Provider will notify Client of unauthorized access to Client Data "in a timely manner". Provider's liability for any data breach is limited to re-performance, correction, or refund and excludes statutory penalties. Client is responsible for bulk notifications and any fines imposed by regulators unless such fines are directly and solely caused by Provider's gross negligence as determined by Provider.

Signatures

Provider: **Acme1 Technologies Inc.**
Authorized Signatory: **Margaret Hale, Chief Legal Officer**
Date: _____

Client: **Acme2 Systems Ltd.**
Authorized Signatory: **Thomas Reed, Director of Operations**
Date: _____

Witnessed By: **Imran Patel, Esq.** (Independent Legal Counsel)