

SOFTWARE LICENSE AND PRIVACY AGREEMENT

This Software License and Privacy Agreement (the "**Agreement**") is entered into as of the date of execution (the "**Effective Date**"), by and between **Sales Finder Ai**, a corporation organized and existing under the laws of the Province of British Columbia, with its principal office located in Vancouver, British Columbia ("**Sales Finder Ai**" or "**Licensors**"), and the subscribing individual or entity ("**Licensee**" or "**Client**").

1. GRANT OF LICENSE

Sales Finder Ai grants Licensee a **limited, non-exclusive, non-transferable, and revocable license** to access and use the proprietary software known as **SalesFinderAi** (the "**Software**") for the purpose of business prospecting and sales-related operations, subject to the terms and conditions set forth herein.

2. RESTRICTIONS ON USE

Licensee agrees to the following conditions: (a) **No Unauthorized Distribution or Sharing:** Licensee shall not share, sublicense, rent, lease, resell, distribute, or copy the Software or its output without the express written permission of Sales Finder Ai. (b) **No Reverse Engineering or Modification:** Licensee shall not alter, adapt, translate, decompile, reverse engineer, disassemble, or create derivative works from the Software. (c) **Confidentiality Obligations:** Licensee agrees to treat all Software-related information as strictly confidential and proprietary to Sales Finder Ai, and shall take reasonable efforts to protect such information.

3. OWNERSHIP AND INTELLECTUAL PROPERTY

(a) **Ownership:** All rights, title, and interest in and to the Software and its underlying technology remain the sole and exclusive property of Sales Finder Ai. (b) **Intellectual Property:** All trademarks, copyrights, trade secrets, patents, and other intellectual property rights associated with the Software are the sole property of Sales Finder Ai.

4. FREE TRIAL AND SUBSCRIPTION TERMS

(a) **Trial Period:** Licensee may access the Software on a **3-day free trial** basis, during which a limited number of searches are permitted. No payment is required during the trial period. (b) **Early Subscription Trigger:** If Licensee attempts to exceed their search quota during the trial, they will receive an in-app prompt warning them that they are about to initiate their subscription early. Upon clicking "OK," their subscription will immediately begin, and their payment method will be charged for the first billing cycle. (c) **Subscription Commitment:** Unless canceled within the 3-day trial period, Licensee will automatically be enrolled in a **12-month subscription** at the rate of **\$379 USD per month**, charged monthly. This subscription includes **100,000 tokens per month**. (d) **Token-Based Usage Option:** Licensee may choose to purchase token packages instead of a monthly subscription. The cost is **\$758 USD per 100,000 tokens**, which grants a

set number of searches depending on usage complexity. (e) **Cancellation Policy:** Licensee may cancel within the 3-day trial period or up to **14 days** from the trial start date and receive a full refund if no subscription was triggered by early usage. After this window, Licensee is fully committed to the 12-month subscription and cannot cancel without penalty.

5. CARD VERIFICATION

To verify the validity of a payment method, the app may charge a temporary **authorization fee of up to \$1 USD**. This fee will either be refunded or voided automatically and is not a final transaction charge.

6. DATA COLLECTION AND PRIVACY

(a) **Voluntary Data Submission:** Licensee may voluntarily provide personal information such as name, email address, phone number, and card number during account creation, free trials, and purchases. (b) **Use and Protection of Data:** All submitted personal information is securely stored and used exclusively for the purpose of account management, billing, and service improvements. Sales Finder Ai will not share this data with third parties outside of the organization. (c) **Rights to Collect:** By using the Software, Licensee consents to Sales Finder Ai collecting and utilizing personal data as described. This includes collection via the mobile or desktop app and associated websites.

7. BREACH AND LEGAL ENFORCEMENT

(a) **Breach Consequences:** If Licensee cancels payment methods, attempts chargebacks, exceeds search quotas fraudulently, or exploits technical loopholes beyond the 14-day cancellation period without prior approval, they are deemed to have breached this Agreement. (b) **Legal Remedies:** Sales Finder Ai reserves the full legal right to collect the remaining balance of the annual subscription (up to **\$4,548 USD**) and pursue legal remedies including but not limited to injunctive relief, collection procedures, and civil damages. (c) **Default Penalties:** Any attempt to bypass or evade these terms (e.g., through fraudulent chargebacks, unauthorized sharing, or cancellation after using tokens) grants Sales Finder Ai the right to immediately collect the remaining year's payment in full, plus any legal or administrative costs incurred.

8. TERM AND TERMINATION

(a) **Term:** This Agreement begins on the Effective Date and continues until terminated as described herein. (b) **Termination by Licensor:** Sales Finder Ai may terminate access immediately in case of breach of any provision. (c) **Termination by Licensee:** Licensee may terminate this Agreement only within the first 14 days of the trial start date as per Section 4(e). Termination beyond this window does not exempt Licensee from payment obligations for the full annual term.

9. WARRANTY DISCLAIMER

Sales Finder Ai provides the Software “**as is**,” and makes **no warranties**, express or implied, regarding performance, fitness for a particular purpose, or uninterrupted availability. Licensee uses the Software at their own risk.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Sales Finder Ai shall **not be liable** for any indirect, special, incidental, or consequential damages, including loss of profits, data, or business opportunity, arising out of this Agreement.

11. INDEMNIFICATION

Licensee agrees to **indemnify and hold harmless** Sales Finder Ai, its directors, officers, employees, and agents against all liabilities, damages, and expenses arising from:

- Licensee’s breach of this Agreement
- Unauthorized use of the Software
- Violation of applicable laws or third-party rights

12. GOVERNING LAW AND JURISDICTION

(a) **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the **Province of British Columbia, Canada**. (b) **Jurisdiction:** Any dispute shall be exclusively heard in the courts of **Vancouver, British Columbia**, and Licensee consents to personal jurisdiction therein.

13. MISCELLANEOUS

(a) **Entire Agreement:** This document constitutes the entire agreement between the parties. (b) **Amendments:** All amendments must be in writing and signed by both parties. (c) **Severability:** If any provision is held invalid, the remainder shall continue in effect. (d) **Assignment:** Licensee may not assign their rights or obligations without prior written consent. (e) **Force Majeure:** Sales Finder Ai shall not be liable for delays due to events beyond its reasonable control.

14. ACKNOWLEDGMENT

By using the Software, the Licensee acknowledges that they have **read, understood, and agreed** to the terms of this Agreement, including data collection and subscription terms. Any violation may result in legal action and the obligation to pay up to a full year of subscription fees, plus damages.