Evolia

July20th, 2026

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") applies to: (i) the granting of access to the Software Platform and the support required for its use (the "Platform") of Flash Romeo Inc. (“Flash Romeo”); and (ii) the provision of the services listed in the applicable Purchase Order(s) (the “Services”) by Flash Romeo to the Customer. By signing the applicable Purchase Order, the Customer agrees to be bound by this Agreement, effective as of the effective date on the applicable Purchase Order or, if no Purchase Order has been entered into, from the date of the opening of its Company account giving access to the Platform (the “Effective Date”).

IF YOU HAVE NOT SIGNED AN APPLICABLE PURCHASE ORDER, PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY AS IT CONSTITUTES A BINDING AGREEMENT REGARDING SUBSCRIPTION TO THE PLATFORM. BY ACCESSING OR USING THE PLATFORM, OR BY CLICKING "SUBMIT", YOU ARE EXPRESSING THAT YOU HAVE FULL CAPACITY AND AUTHORITY TO LEGALLY BIND ANY ORGANIZATION, CORPORATION OR OTHER LEGAL ENTITY ON BEHALF OF WHICH YOU ARE ACCESSING OR USE THE PLATFORM (THE “**CUSTOMER**”) FROM THE DATE OF OPENING YOUR ACCOUNT (AS DEFINED BELOW) (THE “**EFFECTIVE DATE**”). IF YOU DO NOT HAVE SUCH CAPACITY AND AUTHORITY, OR IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST/CAN NOT ACCESS OR USE THE PLATFORM.

1. PLATFORM

1.1 Authorized Users. The Customer, holder of a company account (the "**Company Account**") must designate one or more authorized Users (as defined below) who, as supervisors, managers, or administrators, are responsible for the administration (one or more " **Administrator Account(s)**”) of the Customer’s Authorized User sub-accounts on the Platform (the “**Employee Accounts**” and collectively with the Company Account and the Administrator Account(s), the(s) “**Account(s)**”). When creating an Account, the Customer or its Authorized Users must provide Flash Romeo with truthful and complete information and ensure that such information remains accurate at all times. The Authorized User with an Administrator Account will have access to the Employer Features (as defined below) on the Platform, for the Customer's Company Account, and will be responsible for creating and managing all associated Employee Accounts to their Company Account. For the sake of clarity, only Administrator Accounts allow use and access to the Employer Features. For the avoidance of doubt, Customer is solely responsible for any removal or modification of records and for linking its Authorized Users (as an Administrator Account holder or for associating an Employee Account with the Company Account), so that user access and privileges associated with their profiles on the Platform, for the Customer's Company Account, are consequently disabled, revoked or modified. For the purposes hereof, "**Employer Features**" means features to which only the Customer, as an employer, and its Authorized Users having an Administrator Account have access on the Platform and allowing, in particular, the management of the files of Authorized Users of the Customer by (i) creating employee records on the Platform and entering Personal Information as defined in Schedule A) related to their employment and (ii) uploading files to the record created on behalf of the Authorized User targeted. “**Authorized User(s)**” means an individual who uses the Platform having an Employee Account, or an employee of the Customer or an entity affiliated with the Customer having an Administrator Account or an Employee Account, as the case may be.

1.2 Subscription ; Grant of License. Subject to Customer's full compliance with the Agreement, including payment obligations, Flash Romeo hereby grants Customer a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license (subject to paragraph 9.3 below) during the Term (as defined below) to: (i) access and use the Platform; and (ii) use and make a reasonable number of copies of Flash Romeo user manuals, manuals, installation guides relating to the Platform and various reports resulting from Flash Romeo's analysis of Customer Data (as defined below) (collectively, the “**Documentation**”) and any training materials that may be provided by Flash Romeo in connection with the provision of the Services (the “**Training Materials**”), solely as part of the use of the Platform by the Customer.

1.3 Custody of rights. Flash Romeo reserves all rights not expressly granted to Customer herein. Except for the limited rights and licenses expressly granted herein, nothing contained herein grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any intellectual property rights or

other right, title or interest in the Platform, Documentation or Training Materials.

1.4 Customer Obligations. Customer is solely responsible for all uses of the Platform by its Authorized Users resulting from access provided by Flash Romeo, directly or indirectly, whether such access or use is authorized by the Agreement or in violation thereof. Customer is responsible for all acts and omissions of its Authorized Users, and any act or omission of an Authorized User that would constitute a breach of this Agreement if committed by Customer shall be considered a breach of this Agreement by the Customer. Customer shall use commercially reasonable efforts to make known to all of its Authorized Users: (i) the provisions of this Agreement applicable to the use of the Platform by such Authorized Users; and (ii) the End User License Agreement of the Platform available at: **https://evolia.com/termsofuse** and the Privacy Policy relating to the Platform available at: **https://evolia.com/privacy-policy**, and must ensure its Authorized Users to comply with these provisions. More specifically, with respect to AI Features (as defined below), the Customer undertakes specifically to: (i) inform its Authorized Users that certain features of the Platform use artificial intelligence systems; (ii) ensure that any output generated by the AI Features is validated by a competent human before being used to make a decision having significant effects on an Authorized User; (iii) obtain, where required by applicable law, the appropriate consent of its Authorized Users for the processing of their Personal Information by the AI Features; and (iv) not use the AI Features in a manner contrary to applicable laws, including laws relating to privacy, human rights and non-discrimination.

Customer agrees to: (a) immediately notify Flash Romeo of any known or suspected unauthorized use of the Platform and any breach of any security measure that may result in unauthorized use of the Platform; and (b) cooperate with Flash Romeo and use commercially reasonable efforts to stop such unauthorized use or infringement.

1.5 Restrictions on Use. Customer will not use the Platform for any purpose beyond the scope of the license granted in this Agreement. Without limiting the generality of the foregoing and except as expressly provided in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify or create derivative works of the Platform, Documentation or Training material, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform, Documentation or Training Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or access the source code of the Platform, in whole or in part; (iv) remove any proprietary notices from the Platform, Documentation or Training Materials; (v) use the Platform or the Documentation as a service desk, timeshare or in any other way allowing unauthorized third parties to use the Platform, the Documentation and the Training Materials, except for Users authorized in accordance with the Agreement; (vi) use the Platform contrary to the Documentation and Training Materials; (vii) provide unauthorized third parties with passwords or other Platform login information; (viii) share information from the Platform with other users; (ix) probe, scan, test the vulnerability of or circumvent any security mechanism used by websites, servers or networks connected to the Platform; (x) take any action that imposes an unreasonable or disproportionately large load on websites, servers or networks connected to the Platform; (xi) access (and attempt to access) or use the data of other Customers through the Platform; (xii) knowingly diminish or impede access to the Platform; (xiii) access or use the Platform to create a similar or competitive platform or service; or (xiv) use the Platform, Documentation, or Training Materials in a manner or for a purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violate any applicable law.

1.6 Discriminatory content. At any time, the Client hereby agrees and accepts that they are solely responsible, in particular with regard to the legal validity of: (i) the content and format of the electronic emails transmitted; (ii) application forms, pre-screening questions, criteria defined when inviting potential candidates for an interview in their recruitment activities; (iii) Client web pages created, modified or managed for recruitment or otherwise; and (vi) posted job offers, as well as any messages sent (collectively, the “Content”) through the Platform or otherwise to Authorized Users, job seekers and potential candidates. In addition, as part of its recruitment activities, it is the sole responsibility of the Client to ensure in particular to (i) make sure that the selection criteria are adequate with the targeted job offer; (ii) that no “disability questions” or medical questions in violation of applicable laws are asked; (iii) that it does not exclude people with disabilities or members of any category protected by applicable laws; (iv) that it propose alternative pre-selection methods if the Accessible Canada Act S.C. 2019, c. 10, the Canadian Human Rights Act (R.S.C. (1985), c.

H-6) or any applicable and/or similar laws on the subject require it; and (v) that it clearly indicate that reasonable accommodations are available or respond to any requests for accommodation.

Without limiting the generality of the foregoing, the Client agrees that it is solely responsible for the compliance with the legislation applicable of all Content displayed on the Platform, including minimum wage requirements, laws on transparency of salaries, accessibility or any other applicable laws in such matters. For the sake of clarity, when the Client displays or provides any Content on the Platform, the Client acknowledges and undertakes not to make any statement which could be considered, in the sole and absolute discretion of Flash Romeo, to be: (i) abusive, defamatory, hateful, racist, xenophobic, homophobic or sexist (or any use of discriminatory language); (ii) involving vulgar, inappropriate, obscene or malicious language; (iii) disclosing personal information or confidential information of others; (iv) illegal or which otherwise violates applicable laws, including recruitment.

If the Client closes or modifies a published job offer, the latter agrees to promptly update this job offer on the Platform or to inform Flash Romeo. Flash Romeo also offers no guarantee regarding the delivery or receipt of emails or application documents from job seekers and cannot guarantee the absence of errors during the transfer or storage of data. The Client assumes full responsibility for reviewing their Business Account dashboard on the Platform in order to view applications and any other information. Any notifications, such as electronic emails, that the Client may receive regarding applications or other activities are provided for informational purposes only and should not be unduly relied upon. Notwithstanding the generality of the foregoing, Flash Romeo reserves all rights relating to the administration of the Platform, including in particular the right to delete without notice any Content which, in the sole and absolute discretion of Flash Romeo, is inappropriate or does not comply with the rules set out in this paragraph 1.6 or for any other reason. The Client acknowledges and accepts that Flash Romeo has no obligation to review the Content published on the Platform, or to monitor its access to the Platform or its use, but that it has the right to do so, in order to ensure the compliance herewith, applicable laws, court orders, government directives or other requirements.

1.7 Suspension of the Platform. Notwithstanding anything to the contrary in the Agreement, Flash Romeo may temporarily suspend Customer's and any Authorized User's access to all or any part of the Platform if Flash Romeo reasonably determines that: (i) there is a threat or attack on any component of the Platform; (ii) the use of the Platform by Customer or any Authorized User disrupts or poses a security risk to the Platform or to any other Flash Romeo Customer; (iii) the Customer, or any Authorized User, uses the Platform for fraudulent or illegal activities; (iv) the use of the Platform by the Customer or any Authorized User is prohibited by applicable laws; or (v) the use of the Platform by Customer or any Authorized User is contrary to the terms of the Agreement (each, a "**Suspension**"). Flash Romeo will notify Customer in writing of any Suspension and to provide Customer with updates regarding the resumption of access to the Platform following a Suspension. Flash Romeo will attempt, to the extent possible, to reinstate access to the Platform as soon as the event giving rise to the Suspension is resolved. Except in cases of negligence from Flash Romeo or its employees, Flash Romeo is not liable for any damages, liabilities, losses (including any loss of profits) or other consequences that Customer or any Authorized User may suffer as a result of a Suspension.

1.8 Support; Service Levels. Flash Romeo will provide support services to Customer pursuant to the Service Level Agreement available at: **https://evolia.com/service-level-agreement** (the "**Support Services**") from the Effective Date. At the request of the Customer, or when indicated on the applicable Purchase Order, additional Support Services may be provided by Flash Romeo, subject to the conclusion of a separate agreement and the payment of corresponding additional costs. Subject to the terms and conditions of this Agreement, Flash Romeo will use commercially reasonable efforts to make the Platform available pursuant to the Service Level Agreement. Flash Romeo will also provide initial implementation services for the deployment of the Platform, if applicable, as agreed in the applicable Purchase Order (the "**Implementation Services**"). For the sake of clarity and subject to an agreement between the parties, the Customer who has not signed a Purchase Order with Flash Romeo is not entitled to the Implementation Services.

1.9 Use of Customer Data. Unless Customer's prior written consent (an email being sufficient), Flash Romeo does not access, process or otherwise use data that Customer or its Authorized Users create, upload, migrate or otherwise use or disclose to Flash

Romeo or its representatives in connection with the use of the Platform (collectively, "**Customer Data**"), except to the extent necessary to perform the Services, provide access to the Platform and maintain or improve the performance and functionality of the Platform. Flash Romeo is not responsible for the inaccuracy, distortion, error or omission of Customer Data. Unless otherwise specified by Customer, Customer further understands and agrees that upon expiration or termination of the Agreement, Customer is fully responsible for taking all steps necessary to recover Customer Data and export it out of the Platform within six (6) months of the termination or expiration of the Agreement. In the event of inaction or default on the part of the Customer, Flash Romeo makes no commitment as to the availability of the Customer Data and any attempt to recover it, to the extent possible, will be invoiced at Flash Romeo's hourly rate. Unless otherwise specified by Customer, Flash Romeo may permanently delete Customer Data six (6) months after termination or expiration of the Agreement. Customer acknowledges and agrees that Customer Data cannot be recovered once it has been permanently deleted. To the extent where Customer Data includes Personal Information, Flash Romeo agrees to abide by the provisions set forth in Appendix A and those set forth in the Privacy Policy available at **https://evolia.com/privacy-policy.** In the event of a conflict between the provisions of this Agreement and the provisions of Appendix A and the Privacy Policy with respect to Personal Information, the provisions of Appendix A and the Privacy Policy shall prevail.

1.10 Aggregated data. Flash Romeo may monitor Customer's use of the Platform, collect and compile aggregated and anonymized data sets and decision model structures ("**Aggregated Data**"). Between the parties, all right, title and interest in and to the Aggregated Data, and all intellectual property rights therein, belong and are retained solely by Flash Romeo. Customer acknowledges and agrees that Flash Romeo may: (i) generate Aggregated Data based on Customer Data and outputs generated by the Client from the AI Features; (ii) make Aggregated Data publicly available in accordance with applicable laws; and (iii) use Aggregated Data to the extent and in the manner permitted by applicable law.

1.11 Artificial Intelligence. The Platform integrates artificial intelligence features ("**AI Features**") that can be used by the Customer and its Authorized Users to optimize operations management, including the creation, reassignment, and analysis of shifts, the generation of statistics, and other functionalities described in the Documentation.

Customer Data is not used under any circumstances to train Flash Romeo's artificial intelligence models or those of its third-party AI service providers. Data transmitted to AI tool providers is processed solely for the purpose of generating a response to the Authorized User's request and is not retained by these providers for the purpose of training or improving their models.

The Customer acknowledges and accepts that the AI Features are management and decision-making support tools and do not replace human judgment. The outputs generated by the AI Features may contain errors, inaccuracies, or omissions. The Customer is solely responsible for validating, verifying, and using the outputs generated by the AI Features before making any decisions based on those outputs. Flash Romeo disclaims all liability for decisions made by the Customer or its Authorized Users based on the outputs generated by the AI Features.

The Customer agrees to use the AI Features in accordance with the Documentation, Service Notices, and Acceptable Use Policies published by Flash Romeo from time to time. Without limiting the generality of the foregoing, the Customer shall not: (i) circumvent the security measures, content filters, or technical restrictions of the AI Features; (ii) use the AI Features to generate unlawful, discriminatory, misleading, or infringing content; or (iii) submit Sensitive Personal Information to the AI Features beyond what is reasonably necessary for the intended use of the Platform. or (iv) exceed the volume or frequency limits of use indicated (if any) in the Documentation, in the applicable Purchase Order, or as otherwise indicated in writing by Flash Romeo from time to time.

2. SERVICES

2.1 Services. When applicable, Flash Romeo provides the Services in accordance with the terms set forth in the applicable Purchase Order. Notwithstanding the foregoing, if for any reason the Customer is unavailable within three (3) months of the Effective Date and Flash Romeo is therefore unable to provide the Services agreed upon, these are deemed to have been fully performed by Flash Romeo and all associated fees are due and payable by the Customer in accordance with the provisions hereof. For the sake of clarity and subject to an agreement to the contrary

between the parties, no Services will be provided to Customer who has not signed an applicable Purchase Order with Flash Romeo.

2.2 Customer Obligations. When applicable and where applicable, Customer shall (i) cooperate with Flash Romeo in all matters relating to the Services for the purpose of performing the Services; (ii) promptly respond to requests from Flash Romeo to provide directions, information, approvals, authorizations, or rulings that are commercially reasonably necessary for Flash Romeo to perform the Services hereunder; (iii) provide such documents or information as Flash Romeo may request to perform the Services in a timely manner and ensure that such documents or information are complete and accurate in all material respects; (iv) obtain and maintain at all times during the Term (as defined below) all necessary licenses, authorizations and consents that may be required in connection with the Platform and the Services; and (v) comply with all applicable laws in connection with the Platform and the Services, including all privacy laws.

3. FEES ; PAYMENT

3.1 License Fees. In order to access the Platform during the Term, Customer must pay Flash Romeo the fees associated with the subscription plan selected by Customer, and when applicable as agreed in the Purchase Order, plus any taxes applicable (the "**License Fees**"). The Fees for a given month are calculated according to the plan selected and is the greater of the amounts between the number of Authorized Users of the Customer having active Accounts at any given time in the previous month and the minimum number of monthly users indicated in the Customer's Purchase Order. In the absence of a Purchase Order, the minimum number of Authorized Users invoiced is set at 20. In the event that the Customer wishes to add modules to its plan, the Customer must pay the difference between the Fees of its current plan and the Upgraded Plan Fee.

3.1.1 Billing period. Subject to any other payment terms agreed between the parties in the applicable Purchase Order, Flash Romeo will invoice the License Fees by email on the Effective Date and then on a monthly basis during the Term of the Agreement. Customer makes all payments for License Fees hereunder automatically through the credit card on file with Company account, and the Customer hereby authorizes Flash Romeo to charge the Customer's credit card on a monthly basis during the Term of the Agreement (or on an annual basis as indicated on the Purchase Order) and this, without deduction or withholding and without exercise of any right of set-off. No refund will be made in the event of termination of the subscription to the Platform, of a change in subscription plans or a reduction in the number of Users authorized to access the Platform during the Term of the Agreement. All amounts due to Flash Romeo must be paid upon receipt of an invoice.

3.2 Additional Modules and Plan Upgrades. Flash Romeo offers various plans including different modules for the Platform. Flash Romeo also offers modules that are not included in the Platform license plans.
The Customer may request, directly on the Platform, or by email to activate one or more additional modules, or to change plan. Additional modules are offered according to various cost structures that are added to the license plans.
It is the Customer's responsibility to ensure that they understand the fee structure of the plan or modules they wish to activate.
Additional modules include, but are not limited to, recruitment, access to the public API and any other module or feature presented as such on the Pricing page of the Flash Romeo website.
Each module added by the Customer will be billed at a pro rata for the remaining days of the current month at the time of their activation. In case of a plan upgrade, the Customer will be billed the difference between the new plan and its former plan at a pro rata for the remaining days of the current month at the time of their activation. Subsequent monthly payments will be adjusted on the Customer's following monthly license plan invoice or billed separately, at Flash Romeo's discretion.
Any request to activate an additional module, or upgrade the Customer's plan constitutes an authorization by the Customer to charge the Customer's credit card on a monthly basis during the Term of the Agreement (or on an annual basis as indicated on the Order Form) without deduction or withholding and without exercising any right of set-off. No refund will be made in the event of termination of the subscription, change of Platform subscription plan or reduction in the number of Authorized Users to access the Platform during the Term of the Agreement. All amounts owed to Flash Romeo must be paid upon receipt of an invoice.

3.3 Payment terms. Direct debits are made via the Stripe online payment solution and accept the main credit cards, namely Visa, Mastercard and American Express, in accordance with the PCI DSS standard (Payment Card Industry Data Security Standard). However, Flash Romeo reserves the right to modify

any of its payment methods at any time. Customer hereby agrees that the credit card associated with its Company account may be used for payments for Renewals, additional active Authorized User accounts, one-time or annual fees or Unpaid Fees as applicable.

3.4 Late payment. In the event of late payment of the Fees, Flash Romeo may suspend the provision of the Services or suspend or cancel access to the Platform until full payment of the Fees and interest thereon. Any amount unpaid when due will bear interest from the due date until paid, at a rate equal to two percent (2%) per month. Payment is made without any right of set-off, recovery, counterclaim, deduction, debit or withholding for any reason. Except as provided in this Agreement, none of the payments made under this Agreement are refundable.

3.5 Increase in Fees. Flash Romeo reserves the right to increase the Fees at its discretion, upon thirty (30) days written notice to the Customer.

3.6 Taxes. All Taxes are shown separately on the invoice sent to the Customer illustrating the fees and other amounts payable under this Agreement. The term "**Taxes**" includes, without limitation, sales tax, goods and services tax (GST), value added tax, use and excise taxes, and all other taxes, duties and similar charges of any kind imposed by any federal, provincial, territorial or local government entity on all amounts payable by Customer hereunder, except for taxes imposed on the income of Flash Romeo.

4. TERM ; TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and, unless terminated in accordance with paragraph 4.2 of this Agreement, shall continue for a period of one month or any subscription term for the use of the Platform by the Customer and the Authorized Users listed on the applicable Purchase Order (the "**Initial Term**"). Upon expiration of the Initial Term, the Agreement will automatically renew for successive periods of one month or as defined in the applicable Purchase Order (each, a "**Renewal**"). Notwithstanding the foregoing, the Customer may, at any time, terminate this Agreement by terminating their subscription directly on the Platform via their Company Account. Notwithstanding the foregoing, Flash Romeo assumes no responsibility and is not liable for any damages, losses (including any loss of profits) or other consequences that the Customer or any Authorized User may suffer as a result of such termination not authorized by the Customer or by one of its Authorized Users. The Initial Term and any Renewal, if any, are collectively referred to as the "**Term**".

4.2 Termination. In addition to any other express termination rights set forth in this Agreement, Flash Romeo may terminate this Agreement upon written notice, effective immediately, if (i) Customer breaches this Agreement and such breach pursues for more than ten (10) days after Flash Romeo provides written notice to that effect; or (ii) Customer goes bankrupt, goes into receivership, dissolves or is liquidated. Notwithstanding the foregoing, Flash Romeo may terminate this Agreement at any time and without notice in the event of serious misconduct by the Customer, including, without limitation, any attempt to steal information, share Personal Information, reverse engineer or engage in illegal or illicit fraudulent use of the components of the Platform. For the sake of clarity, and subject to the terms set out in Appendix A, the Customer irrevocably waives the application of article 2125 of the Quebec Civil Code and if the Customer wishes to terminate the Contract, he must do so in accordance with the paragraph 4.1 above.

4.3 Effects of Expiration or Termination. Unless Flash Romeo terminates this Agreement early, effective immediately upon written notice to Customer and without prejudice to Customer's other rights, Customer's expiration or early termination of this Agreement will be effective at the end of the effective billing term. Upon expiration or termination of this Agreement by Customer or Flash Romeo, all rights granted to Customer hereunder shall vest in Flash Romeo and, without prejudice to the foregoing, Customer shall immediately cease to use the Platform, Documentation and Training Materials (if applicable). For clarity, the expiration or termination of this Agreement shall not affect Customer's obligation to pay any Fees that may be due as of the date of such expiration or termination.

4.4 Deletion of inactive accounts. Flash Romeo reserves the right to delete any Company Account for which no payment for License fees has previously been made and in which no user has logged in for a minimum of 30 days. This procedure aims to limit the number of accounts created by mistake or for testing purposes and to optimize the overall user experience of the platform and reduce the risk of error related to the use of the wrong Company Account.

4.5 Survival of Provisions. Article 4.4 and Sections 3, 5, 6, 7, 8 and 9 shall survive any termination or expiration of this Agreement, as shall

any other provision which by its meaning is intended to survive such expiration or termination.

5. INTELLECTUAL PROPERTY

5.1 Property of Flash Romeo. Customer acknowledges and agrees that, between the parties, Flash Romeo owns all rights, title and interest, including all intellectual property rights, to and in its Confidential Information (as defined below), the Platform (including data, text, images, drawings, videos, sounds and source code of the Platform), the AI Features, Documentation, Aggregated Data and Training Materials that Flash Romeo may have provided to Customer under the Agreement (the "**Flash Romeo Property** "). To avoid any doubt, the artificial intelligence models used by the Platform, including their weights, parameters, algorithms and any improvements made to these models, remain the exclusive property of Flash Romeo or its third-party AI service providers, as applicable.

5.2 Customer Data and AI Feature outputs. Between the parties, Customer owns all rights, title and interest, including all intellectual property rights, to and in Customer Data and its Confidential Information. Customer hereby grants Flash Romeo: (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display Customer Data and to do all things with respect to Customer Data which may be necessary for Flash Romeo to provide the Services and provide access to the Platform; and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use and anonymize Customer Data to create Aggregated Data.

Between the parties, the Customer owns all rights, title, and interest in and to the outputs generated by the AI Features from the Customer's Data, subject to Flash Romeo's pre-existing intellectual property rights in the Platform, Documentation, and underlying AI models. The Customer hereby grants Flash Romeo: (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, use, and otherwise display the outputs generated by the Customer from the AI Features and to perform all acts relating to the outputs generated by the Customer from the AI Features that may be necessary for Flash Romeo to provide the Services and grant access to the Platform; and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use and anonymize the outputs generated by the Customer from the AI Features to create the Aggregated Data.

5.3 Feedback. Flash Romeo is under no obligation to treat as confidential any Feedback (as defined below) that Customer provides to Flash Romeo (if any), and nothing in this Agreement restricts the right to use, benefit, disclose, publish, keep secret or otherwise exploit any Feedback, without compensation or attribution to the person who provided it. For the purposes hereof, "**Feedback**" means any suggestion or other idea to improve or modify the Platform or the Services.

5.4 Customer's Trademarks. Customer hereby grants Flash Romeo the right (but not the obligation) to use, reproduce, distribute, display and exhibit Customer's trademarks, logos, and corporate name (collectively, the "**Customer's Trademarks**") in connection with the Platform and the Services, including for promotional purposes, without limit of time or territory. Flash Romeo agrees to comply with all reasonable guidelines and requirements that Customer may submit to it from time to time in connection with the use of Customer's Trademarks, provided, however, that failure to comply with such guidelines and requirements does not constitute a breach of Flash Romeo's obligations.

5.5 Third-Party Products. Flash Romeo may distribute certain third-party products provided or integrated with the Platform (collectively, "**Third-Party Products**"). For the purposes of this Agreement, such Third-Party Products are subject to their own terms and licenses. If Customer does not agree to abide by the terms applicable to such Third-Party Products, Customer shall not install or use them. For clarity, some AI Features may be Third-Party Products. Customer acknowledges and agrees that, as between the parties, the applicable third-party providers own all right, title and interest, including all intellectual property rights, to and in the Third-Party Products.

6. CONFIDENTIALITY

6.1 Confidential Information. For purposes hereof, "**Confidential Information(s)**" means all information: (i) disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") or with which the Receiving Party may come into contact or become aware hereunder (including Disclosing Party's technologies and trade secrets); and (ii) that is designated as confidential by the Disclosing Party (either orally or in writing) or which should be considered confidential due to its nature or the circumstances surrounding its disclosure. Confidential Information, however, excludes information that: (u) is already known to the Receiving Party at the time of

disclosure; (v) that has been made public without action by the receiving Party; (w) that has been disclosed to the Receiving Party by a third party who has a legitimate interest in the information and the right to disclose it; (x) that was developed by the Receiving Party or by a third party who has a legitimate interest in the information and the right to disclose it; (x) was developed by the Receiving Party independently and without the use of Confidential Information; (y) has been authorized in writing by the Disclosing Party to be disclosed by the Receiving Party; or (z) was disclosed to a third party by the Disclosing Party without imposing on such third party similar restrictions on its disclosure.

6.2 Obligation of confidentiality. The parties acknowledge and agree that the Disclosing Party may provide Confidential Information to the Receiving Party under this Agreement. The Receiving Party agrees to protect the Disclosing Party's Confidential Information from unauthorized disclosure or use with at least the same degree of care that it exercises with respect to its own Confidential Information, but in no event with less than commercially reasonable care. The Receiving Party may only use the Confidential Information in accordance with the terms of this Agreement and only to perform its obligations and exercise its rights under this Agreement.

6.3 Non-disclosure. The Receiving Party will only disclose Confidential Information to its directors, officers, employees and Users (collectively, "**Representatives**") who: (i) need to know the Confidential Information; (ii) have been informed of the confidentiality obligations set forth herein; and (iii) agree to comply with such confidentiality obligations. The Receiving Party remains fully responsible for any breach of this Section 6 by its Representatives.

6.4 Mandatory disclosure. In the event that the Receiving Party is required by any applicable law, rule or regulation to give evidence, examine, demand documents, subpoena, demand for civil investigation or similar legal proceeding, or by any stock exchange, tax, judicial, supervisory, regulatory or other governmental body, to disclose Confidential Information, the receiving Party shall, to the extent not prohibited by applicable law, rule, regulation, or judicial or administrative order, provide the Disclosing Party with reasonable prior written notice of such requirement in order to permit the Disclosing Party , at its sole expense, (i) to seek an appropriate protective order or other remedy (which the Receiving Party agrees it will not oppose), or (ii) to the extent that law, rule, applicable judicial or administrative regulation or order permits to consult with the Receiving Party regarding the steps to be taken to resist, limit or reduce the scope of such request or legal process. The Receiving Party shall provide only that portion of the Confidential Information which, in the opinion of legal advice, is the subject of the legal request or requirement.

6.5 Breach. Each party acknowledges and agrees that a breach of this Section 6 would cause the Disclosing Party irreparable harm for which monetary damages would not be an adequate remedy and that, in addition to any other remedies available to it, the Disclosing Party is entitled to request an injunction against such breach or threatened breach, without the need post bond or other security.

6.6 Personal information. To the extent that Customer's Confidential Information includes Personal Information, Flash Romeo agrees to comply with the provisions set forth in Appendix A and in the Privacy Policy available at **https://evolia.com/privacy-policy.** In the event of a conflict between the provisions of this Agreement and the provisions of Appendix A or the Privacy Policy, the provisions of the Privacy Policy shall prevail.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations and Warranties. Each party represents and warrants to the other that: (i) it has the authority and capacity to enter into and execute this Agreement; (ii) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms; (iii) it is not subject to any restriction or obligation which could reasonably be expected to affect the performance of its obligations under this Agreement; (iv) the signature, execution, delivery or performance of its obligations under this Agreement will not breach or cause any default under its articles of association, regulations, any agreement or any law to which it is subject, nor of any judgment, order or decree of a governmental authority to which it is subject, or of any contract to which it is a party or by which it is bound; and (v) it is not subject to bankruptcy, insolvency, liquidation, dissolution or reorganization proceedings.

7.2 Flash Romeo Additional Representations and Warranties. Flash Romeo represents and

warrants to Customer that: (i) to the extent applicable, it will perform the Services using personnel with the required skills, experience and qualifications and in a professional manner, in accordance with the standards of generally recognized industry standards for similar services, and will devote adequate resources to fulfill its obligations under this Agreement; (ii) the Platform will comply, in all material respects, with the service levels set forth in the Service Level Agreement available at **https://evolia.com/service-level-agreement** and when used in accordance with the Documentation; (iii) it will maintain all commercially reasonable security measures, including physical, organizational and technical measures, to protect Customer Data against unauthorized alteration, disclosure or access during the Term or to otherwise regulate the use of the AI Features; and (iv) the Platform's AI Features are provided as management and decision support tools and do not replace human judgment; Flash Romeo does not guarantee the accuracy, completeness or reliability of the outputs generated by the AI Features. Notwithstanding the foregoing, Flash Romeo does not warrant that the Platform is completely secure against hacking or any other unauthorized infiltration or disclosure. The foregoing warranties do not apply, and Flash Romeo strictly disclaims all warranties, with respect to Third Party Products. For clarity, Flash Romeo makes no representations, conditions, or warranties with respect to Third Party Products.

7.3 Customer's Additional Representations and Warranties. Customer represents and warrants to Flash Romeo that: (i) it will at all times comply with applicable laws (including those relating to the protection of privacy, data and Personal Information) and this Agreement; (ii) the Customer Data does not infringe or violate any third party rights; and (iii) it has obtained all necessary rights and consents to grant Flash Romeo the rights granted herein.

7.4 Exclusions. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN PARAGRAPHS 7.1 AND 7.2, FLASH ROMEO MAKES NO CONDITIONS OR WARRANTIES OF ANY KIND REGARDING THE FACT THAT THE FLASH ROMEO PLATFORM, DOCUMENTATION, SERVICES, CONFIDENTIAL INFORMATION AND TRAINING MATERIALS, OR ANY PRODUCTS OR RESULTS OF THEIR USE, WILL MEET THE REQUIREMENTS OF CUSTOMER OR ANY OTHER PERSON, OPERATE UNINTERRUPTED, ACHIEVE THE INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICE, OR BE SAFE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR.

8. COMPENSATION

8.1 General compensation. Each party (the "**Indemnifying Party**") covenants and agrees to indemnify, defend and hold harmless the other party, its affiliates and their respective directors, officers, shareholders, employees, agents, and other representatives, (the "**Indemnified Party**"), against any loss due to any third party claim, demand, suit, action or cause of action (a "**Claim**") related to or arising out of any breach or alleged breach by the indemnifying Party of any of its representations, warranties or obligations under this Agreement. The indemnified Party must inform the indemnifying Party in writing and as soon as possible of any Claim and must cooperate in the defense of this Claim. Neither party shall agree to an out-of-court settlement of any Claim without obtaining the prior written consent of the other party insofar as the settlement requires a financial or other contribution from the other party. Notwithstanding the generality of the foregoing, Customer covenants and agrees to indemnify Flash Romeo and its Representatives for any and all Claims arising out of or arising, directly or indirectly: i) from the use of the Platform by the Customer or its Authorized Users in breach of this Agreement; (ii) from any use of Customer Data authorized by this Agreement; (iii) from any complaint by a third party relating to the sending of commercial electronic messages by Customer or its Authorized Users.

8.2 Mitigation. If any element of the Platform becomes, or in Flash Romeo's reasonable opinion is likely to become, the subject of any Claim alleging that the Platform infringes or misappropriates the intellectual property rights of a third party, Flash Romeo shall , at its discretion and expense: (i) obtain a license and provide the Customer with the right to continue to use the Platform, as the case may be, as set forth herein; ii) modify the Platform to make it non-infringing (without any loss of quality or functionality), or iii) terminate this Agreement for the then current billing cycle (monthly).

8.3 Exclusion. Flash Romeo shall have no obligation under this Section 8 with respect to any Claims arising out of or related to: (i) any modification of the Platform created by any party other than Flash Romeo other than upon Flash Romeo's express request, (ii) any combination of the Platform with any hardware, software or other third party products not

authorized by Flash Romeo, where such combination is the subject of the Claim, or (iii) the use of any version of the Platform other than the latest version made available to the Client by Flash Romeo.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY (NOR THEIR AFFILIATES OR SUBCONTRACTORS) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER BE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT, BUSINESS OR REVENUE, REGARDLESS OF CAUSE OR FORM OF ACTION, EVEN IF SUCH PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FLASH ROMEO'S LIABILITY FOR ALL INCIDENTS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED, IN THE TOTALITY, THE FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF CLAIM, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY.

9. GENERAL

9.1 Entire Agreement; Amendment. The parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, representations and arrangements, whether oral or written, relating to its subject matter. No amendment, modification or waiver of this Agreement shall be valid unless evidenced in a writing signed by both parties.

9.2 Order of precedence. Except as otherwise provided in this Agreement, in the event of any inconsistency between the statements made in the Agreement (including its Appendices), the applicable Purchase Order and any other documents incorporated herein by reference, the following order of precedence shall apply (i) first, the applicable Purchase Order, if and only if such Purchase Order has been agreed between the parties; (ii) secondly, the Agreement, including its appendices; and (iii) thirdly, any other documents incorporated herein by reference.

9.3 Transfer; Binding effect. This Agreement may not be transferred by either party, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably delayed or withheld, except that either party may assign or transfer this Agreement, in whole or in part, without the other party's prior written consent, in the event of a sale, merger, consolidation, or corporate reorganization of the assigning party, or sale of all or substantially all of the transferring party's assets, provided that the transferee agrees in writing to be bound by the transferring party obligations under this Agreement. This Agreement binds the parties and their successors and permitted assignees.

9.4 Relationship between the parties. Customer and Flash Romeo are independent contractors and nothing in this Agreement shall be interpreted as creating in any way an agency, partnership, employment or joint venture.

9.5 Notice. Unless otherwise provided herein, any notice or consent provided for or required by the Agreement: (i) shall be in writing and delivered by hand, registered or certified mail (with delivery receipt) or by email (with acknowledgment of receipt) to the contact address indicated in the Customer's Company Account, on the applicable Purchase Order or to any other address that the party may designate in writing in accordance with this clause; and (ii) shall be deemed to have been received on the day of delivery when delivered by hand or on the third (3rd) business day after posting or receipt in the case of registered or certified mail or email.

9.6 Force majeure. In no event will either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (with the exception of payment obligations), if and to the extent that such failure or delay is caused by circumstances beyond the reasonable control of the party concerned, including, but not limited to, acts of God, epidemics , pandemics, floods, fires, earthquakes, explosions, wars, terrorism, invasions, riots or other civil unrest, strikes, work stoppages or slowdowns or other industrial disturbances, adoption of a law or any action taken by a governmental or public authority, including the imposition of an embargo.

9.7 Waiver. No waiver by either party of any provision of this Agreement will be effective unless expressly communicated in writing and signed by the waiving party. Except as otherwise provided in this Agreement: (i) no failure to exercise or delay in exercising any right, remedy, power or privilege under this Agreement shall operate or shall be construed as

a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power or privilege under this Agreement shall preclude any other subsequent exercise thereof or the exercise of any other right, remedy, power or privilege.

9.8 Divisibility. If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement and shall not invalidate or render unenforceable this Agreement or this term or provision in any other jurisdiction.

9.9 Considerations. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which are deemed to constitute one and the same Agreement.

9.10 Governing Law and Jurisdiction. This Agreement is governed, interpreted and applied in accordance with the laws of the province of Quebec and applicable federal laws, without taking into account the rules of conflict of laws. The parties agree that any dispute of any nature whatsoever in connection with this Agreement, arising out of it or relating to it in any way whatsoever, must be brought and settled exclusively in the judicial district of Quebec, in the province of Quebec, and waive any objection that such location is not practical or appropriate.

APPENDIX A

DATA PRIVACY ADDENDUM

This Data Privacy Addendum ("**DPA**") is part of the Agreement between Flash Romeo and Customer. The Agreement expressly incorporates this DPA by reference, and all capitalized terms not defined in this DPA have the meanings given to them in the Agreement.

1. DEFINITIONS

1.1 **"Commissioner"** means any representative of the competent government oversight authority authorized to issue recommendations or orders regarding privacy, including the Privacy Commissioner of Canada and the commissioners of the oversight and jurisdictional division of the Commission d'accès à l'information du Québec.

1.2 **"Data"** is defined as described in section 2.2 below.

1.3 **"Authorized Employees"** means Flash Romeo employees who need to know or access Personal Information (as defined below) to enable Flash Romeo to fulfill its obligations and exercise its rights under this Agreement.

1.4 **"Confidentiality Agreement"** represents a standard agreement between Flash Romeo and its Personnel, signed as part of its regular business operations, requiring Personnel to comply with the company's internal policies and the requirements of applicable laws, including applicable privacy laws, in a manner designed to ensure that Flash Romeo and its Personnel comply with the provisions of this DPA.

1.5 **"Authorized Purpose"** refers to access to Personal Information necessary for Flash Romeo to provide the Services (as defined in the Agreement)."**Authorized Employees**" means Flash Romeo employees who need to know or have access to Personal Information (as defined above) to enable Flash Romeo to perform its obligations and exercise its rights under this Agreement.

1.6 **"AI Features"** means the artificial intelligence features integrated into the Platform, including Flash Romeo's agentic AI system, which combines an internal model and language models provided by AI Service Providers. These features enable, among other things, user management, statistics generation, and the execution of other automated or semi-automated actions at the request of Authorized Users.

1.7 **"AI Service Providers"** means the third-party providers of artificial intelligence models and language models that Flash Romeo uses in providing the Platform's AI Features.

1.8 **"Applicable Laws"** means all current and future laws, regulations, orders, decisions, rulings, guidelines, and directives of any federal or provincial court or government authority that are applicable in Canada, including applicable privacy laws.

1.9 **"Applicable Privacy Laws"** means any privacy legislation applicable in the circumstances, including the Loi sur la protection des renseignements personnels dans le secteur privé (RLRQ, ch. 39.1) and the Personal Information Protection and Electronic Documents Act ("PIPEDA").

1.10 **"Authorized Persons"** means (i) Authorized Employees; and (ii) the directors, officers, employees, contractors, and representatives of Flash Romeo who need to know or access the Personal Information to enable Flash Romeo to fulfill its obligations and exercise its rights under the Subscription Agreement, and who are bound in writing by Confidentiality Undertakings and other obligations sufficient to protect the Personal Information in accordance with the terms and conditions of this Privacy Policy.

1.11 **"Personal Information"** means any information relating to an individual that allows that individual to be identified, including, but not limited to: (i) the first and last name of an Authorized User; (ii) the contact information of an Authorized User; and (iii) any other information provided by and/or relating to an Authorized User.

1.12 **"Privacy Officer"** is the person designated to ensure compliance and the application of applicable Privacy Acts, as well as to respond to consumer requests and questions regarding the protection of Personal Information.

1.13 **"Substantial Violation"** includes, but is not limited to, (i) Flash Romeo's failure to comply with

any provision of this Privacy Policy relating to or resulting from the collection, use, disclosure, storage, or destruction of any Personal Information or Data in violation of applicable Privacy Acts and/or this DPA; and (ii) Flash Romeo's failure to comply with reasonable measures agreed upon to remedy any violation of applicable Privacy Acts and/or this DPA to the Customer's satisfaction within 30 days of sending Flash Romeo written notice describing the violation in sufficient detail or within 30 days of Flash Romeo becoming aware of the violation.

2 DATA PROTECTION

2.1 **Data Controller and Processor Relationship.** The Parties agree that, with respect to the processing of Personal Information, the Customer acts as the data controller, meaning that it is responsible and accountable for the Personal Information it collects and determines the purposes for which it processes it. Flash Romeo is a data processor, and Flash Romeo will engage subcontractors in accordance with the requirements of this DPA.

2.2 **Data.** Flash Romeo acknowledges and agrees that, in the course of fulfilling its obligations and exercising its rights under the Agreement, it may have access to Personal Information, including the Customer's Data (the "Data"). Flash Romeo undertakes to use and retain the Data only for the purposes and in accordance with the terms of this DPA, and in compliance with: (i) the Customer's Data Protection Policies and Procedures, as the Customer may update them from time to time; and (ii) applicable Privacy Laws.

2.3 **Compliance; Consent.** The Parties acknowledge and agree that, as between the Parties, it is the Customer's sole responsibility, where applicable, to identify and obtain explicit or implicit consent directly from the individuals concerned (including its Authorized Users), or to notify them, as required by applicable Privacy Laws, for the collection, use, processing, sharing, disclosure, storage, security, destruction, management, or administration of Personal Information by Flash Romeo. If the Customer requests Flash Romeo to collect Personal Information on its behalf in accordance with this section, it represents and warrants to Flash Romeo that it will comply with all applicable Privacy Law requirements regarding the collection of Personal Information, including those relating to consent. For the sake of clarity, the Customer must, in particular, before allowing the collection of any Personal Information resulting from an authentication system (such as a time stamp or punch): (i) have previously obtained the explicit, informed, specific, and time-limited written consent of the Authorized Users; and (ii) offer an alternative authentication method in the event that authorized Users refuse the collection of Personal Information resulting from an authentication system.

2.4 **Representations and warranties regarding privacy and data ownership.** Flash Romeo represents and warrants that it: (i) will use the Data only in accordance with the Agreement to fulfill and exercise its rights and obligations (including for the purpose of creating Aggregated Data), and for no other purpose whatsoever; (ii) will not share the Data with third parties, unless required by Privacy Laws or necessary to provide the Services and the Platform, or authorized in writing by the Customer; (iii) will not disclose or permit any employee, contractor, representative or other third party to disclose the Data, or any part thereof, except for Authorized Persons who have agreed to comply with the terms of this DPA or who have been otherwise authorized by the Customer in writing or orally, and who are bound in writing by privacy and confidentiality obligations sufficient to protect the Personal Information in accordance with the terms and conditions of this DPA; (iv) will retain the Data for as long as necessary to fulfill the purposes for which the Data was collected, or for as long as required by law, whichever is longer; (v) will use commercially reasonable administrative, physical and technological safeguards to protect the Data in a secure environment against loss, theft, unauthorized access, acquisition, disclosure, destruction, alteration, copying, misuse, modification and accidental loss or damage, which are no less stringent than accepted industry standards and practices, and ensure that all such safeguards, including the manner in which the Services and the Platform are provided and the way in which the Data is created, collected, accessed, received, used, stored, processed, disposed of and disclosed, comply with applicable Privacy Laws, as well as the terms and conditions of this DPA; (vi) will implement and maintain a written information security program including appropriate policies, procedures and risk assessments that will be reviewed at least annually; (vii) will be responsible for any breach by any of the Authorized Persons, as well as by its officers, employees or representatives, of the

obligations set forth in this DPA; (viii) will not acquire any express or implied right, title or interest in the Data, which will always remain, between the parties, the exclusive property of the Customer; (ix) will use industry standards and best practices to safeguard and prevent the misuse of all Data disclosed to it under the Agreement or during the provision of the Services and the Platform; (x) and will immediately notify the Customer of any breach of the representations, warranties and obligations set forth in this DPA and make every effort to cooperate with the Customer to remedy such breach.

2.5 **Notice of Request for Disclosure.** If Flash Romeo or any person to whom Flash Romeo discloses Personal Information in connection with an Authorized Purpose is legally compelled or receives a request for disclosure of Personal Information other than that authorized by applicable privacy legislation, including, but not limited to, pursuant to a conflicting foreign court order, unless prohibited by law, Flash Romeo will not disclose such information unless and until: (i) the Customer has been notified of the requirement; (ii) the Parties have appeared before a Canadian court; and (iii) the Canadian court has ordered the disclosure. Flash Romeo is responsible for ensuring that it obtains the necessary contractual rights or makes the necessary arrangements with its Authorized Employees or any third parties to whom it may grant access to Personal Information to enable it to comply with the provisions of this section. Nothing in this DPA will be construed as prohibiting Flash Romeo from complying with a valid court order made under the laws of Canada applicable in the province of Quebec.

2.6 **Data Protection Officer.** Flash Romeo will appoint a Data Protection Officer, who will have sufficient authority to make decisions and sign documents on behalf of Flash Romeo, as may be required from time to time for the administration of this Data Processing Agreement (DPA). Flash Romeo will promptly provide the Customer with the name and contact information of its Data Protection Officer and will diligently notify the Customer of any changes.

2.7 **Data Ownership.** The Data, and all rights, title, and interest in and to the Data, are, between the parties, the exclusive property of the Customer. The Customer will not assign, transfer, or otherwise convey its rights, title, and interest in and to the Data to Flash Romeo, and Flash Romeo has no right to copy, use, reproduce, display, perform, modify, or transfer the Data and any derivative works thereof, except as expressly provided in this Agreement.

Notwithstanding the foregoing, the Data, as well as all rights, title, and interest in and to the Data, are the exclusive property of the Authorized Users between the Customer and its Authorized Users (such as Employee Account holders). For clarity, termination or expiration of the Subscription Agreement does not entitle the Customer to request the deletion of its Authorized Users' Accounts, but it does entitle the Customer to remove the association of its Authorized Users' Accounts with its Company Account. Authorized Users will thus continue to have access to the other public features and modules of the Platform, regardless of the termination of their employment relationship with the Customer.

2.8 **Return or destruction of Personal Information upon request.** Unless otherwise specified in the Agreement, Flash Romeo will retain Personal Information in accordance with its Privacy Policy or until it receives written instructions from the Customer regarding its return or destruction.

At any time, upon written request from the Customer, Flash Romeo undertakes to: (i) return or hand over to the Customer all records, including copies, or (ii) destroy, in accordance with the Customer’s instructions, all documents or other records, including copies, in any form or format whatsoever, in Flash Romeo's possession, which constitute or are based upon Personal Information.

2.9 **Requests Relating to the Client's Personal Information.** In accordance with the Parties' responsibilities as established under this DPA, and in particular Article 2.1 thereof, Flash Romeo holds the Personal Information on behalf of the Client, who remains responsible for the Personal Information it collects and determines the purposes for which it processes it. When Flash Romeo receives a request directly from an Authorized User, another data subject, or a third party concerning Personal Information for which the Client is responsible, including a request for access, rectification, portability, objection or restriction of processing, withdrawal of consent, information relating to an automated decision, or erasure, Flash Romeo shall inform the Client and forward the request to the Client diligently and no

later than five (5) business days after its receipt. Flash Romeo does not respond to such requests directly but may direct the authorized User to the Platform when the portability request can be fulfilled through its integrated self-service download feature. The obligation to refer the User to the Client remains in effect for any portability request that cannot be fulfilled in this way. Flash Romeo does not take any action with respect to these requests without the Client's written instructions, except when required by applicable privacy laws. The Client remains solely responsible for assessing the validity of the request, determining the appropriate course of action, and responding to the individual or third party within the applicable legal timeframes; the Client agrees to provide Flash Romeo with its instructions within a timeframe that allows both Parties to meet these deadlines. Flash Romeo will cooperate reasonably with the Client to enable it to fulfill the request, including by locating and providing the relevant Personal Information in accordance with the terms of the Data Processing Agreement (DPA).

2.10 **Deletion Requests** Without limiting the foregoing, it is understood that Flash Romeo will not delete, erase, destroy, or anonymize any Personal Information for which the Client is responsible solely on the basis of a request received directly from an authorized User or a third party, but only upon written instructions from the Client, in accordance with Article 2.9. The Client remains solely responsible for determining which Personal Information must be deleted and which must be retained to comply with its legal, tax, or regulatory obligations or for any other purpose authorized by applicable privacy laws. For clarity, this article and the preceding clause do not apply to Personal Information or other data for which Flash Romeo is itself the data controller.

2.11 **Processing by AI Service Providers.** Without otherwise limiting the rest of the DPA, particularly with respect to the transfer of Data to third parties, Flash Romeo acknowledges and agrees that, in the course of providing the AI Features, certain Data may be transmitted to AI Service Providers acting as data processors. Flash Romeo undertakes that: (a) to the extent possible and subject to the uses made by the Customer or its Authorized Users, the Data transmitted to AI Service Providers will be limited to what is strictly necessary to fulfill the Authorized User's request; (b) the Data will not be used by the AI Service Providers to train, improve, or develop their own or third-party artificial intelligence models; and (c) the Data transmitted to AI Service Providers will be processed solely for the purpose of generating a response to the Authorized User's request.

2.12 **Flash Romeo AI Features.** Flash Romeo represents and warrants that: (i) Customer Data is in no way used to train Flash Romeo's artificial intelligence models.

2.13 **Automated Processing and Decision Support.** The Parties acknowledge that the AI Features are management and decision support tools and do not replace human judgment. Flash Romeo undertakes not to make decisions based solely on automated processing that produces legal or similarly significant effects on an Authorized User without significant human intervention. The Customer undertakes to: (i) inform its Authorized Users that certain Platform features use artificial intelligence systems; (ii) ensure that any output generated by the AI Features is validated by a competent human before being used to make a decision that has significant effects on an Authorized User; and (iii) obtain, where required by applicable Privacy Laws, the appropriate consent of its Authorized Users for the processing of their Personal Information by the AI Features.

3. COMPENSATION

Notwithstanding anything to the contrary in the Agreement, Flash Romeo covenants and agrees to indemnify, defend and hold harmless Customer and its affiliates, and their respective officers, directors, employees, successors and permitted assignees, for all liabilities, losses, damages, expenses, costs, settlements, penalties and costs (including attorneys' fees, court costs and defense expenses), arising from any claim, suit or action brought against the indemnified Customer, arising out of, resulting from or related to Flash Romeo's failure to comply with any of the provisions set forth at the address of this DPA.

4. AUDIT

The Customer may, at the Customer's expense, upon thirty (30) days written notice, appoint the Customer's own personnel or an independent third party to verify that Flash Romeo's use of Data complies with the terms of this DPA. This verification may include an on-site audit performed at Flash Romeo's relevant places of business, which will take place during Flash Romeo's normal business hours and will not unreasonably interfere with Flash Romeo's business activities. If this verification shows that Flash Romeo is not using the Data in accordance with the DPA, the Customer may terminate the Agreement with immediate effect and will receive a refund of the Fees paid in advance for the then current billing cycle (monthly payment).

5. GENERAL

5.1 **Entire Agreement**. Except as modified by this DPA, the Agreement remains in full force and effect.

5.2 **Discrepancies**. In the event of a conflict between the provisions of the Agreement and the provisions of this DPA relating to the protection of Personal Information, the terms of this DPA prevail.

5.3 **Continuation of Obligations**. Termination or expiration of the Agreement shall not relieve the parties of their obligations which are intended to survive termination or expiration of the Agreement.

5.4 **Insurance.** The parties undertake to take any other measure, to perform any other act and to execute and deliver any document or instrument reasonably necessary in order to give full effect to the DPA.

5.5 **Amendments.** Unless otherwise provided in this DPA, no amendment to this DPA will come into effect unless it is made in writing and accepted by the Parties.