

S P E A K N O V A — O M N I

Services Terms and Conditions

For customization, implementation, integration, subscription and managed services

E F F E C T I V E D A T E	September 14, 2026
V E R S I O N	Version 1.1
P R O V I D E R	1001203965 ON Inc. o/a SpeakNova ("SpeakNova")
P L A T F O R M	SpeakNova Omni ("Omni")
A G R E E M E N T	The applicable Work Order together with these Terms
P U B L I S H E D A T	https://www.speaknova.com/omni-work-order-services-terms

D E F I N I T I O N S A N D A P P L I C A T I O N

These Terms and Conditions apply to each Work Order that incorporates them by reference. "Customer" means the customer identified in the applicable Work Order. "Customer Data" means data and content provided by or on behalf of Customer or processed through Omni for Customer. The Work Order and these Terms together form the "Agreement."

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01 Agreement Structure and Priority

Each signed or electronically accepted Work Order is a separate commitment governed by these Terms. A Work Order may incorporate a proposal, scope schedule, statement of work or other attachment.

If documents conflict, the following order applies: (a) the Work Order for project-specific scope, fees, dates, term, usage allowances and termination; (b) any attached or incorporated signed scope document for detailed functionality; and (c) these Terms for all other matters. Terms in a Customer purchase order, vendor portal or other form do not apply unless SpeakNova expressly agrees in writing.

02 Services and Scope

SpeakNova will perform the services and provide the deliverables described in the Work Order in a professional and commercially reasonable manner. Services may include discovery, design, configuration, software development, integrations, data migration, testing, training, deployment, hosting, support, AI-assisted workflows and managed platform services.

Prototypes, demonstrations, proposals and preliminary designs establish intended direction only. Final functionality is limited to the scope expressly approved in the Work Order and any incorporated scope document.

03 Customer Responsibilities and Dependencies

Customer will provide timely requirements, decisions, approvals, data, credentials, API or sandbox access, documentation, vendor contacts, test resources and stakeholder availability reasonably required for delivery.

Customer is responsible for the accuracy and legality of its data, maintaining required third-party subscriptions and permissions, managing its users and credentials, and completing internal testing,

approvals and rollout. Delays or additional work caused by missing or late Customer dependencies may extend timelines and may require a Change Order.

04 Change Orders and Additional Work

Any material change to scope, deliverables, assumptions, integrations, reporting, data migration, training, timeline or functionality requires written approval by both parties. Email approval from an authorized representative is sufficient unless the Work Order requires a signed Change Order.

Additional work will be billed at the rate stated in the Work Order or, if no rate is stated, at SpeakNova's then-current professional services rate. SpeakNova is not required to begin out-of-scope work before approval. Routine configuration refinements that do not materially expand scope may be handled as part of standard support when SpeakNova reasonably determines they can be completed without material development effort.

05 Fees, Taxes, Payment and Usage Charges

Fees, milestones and billing dates are stated in the Work Order. Unless the Work Order states otherwise, professional-services invoices are due upon receipt and subscription fees are billed monthly in advance.

Customer must maintain a valid payment method accepted by SpeakNova. Customer authorizes SpeakNova to charge or invoice for fees, applicable taxes, approved Change Orders, approved usage overages, third-party costs payable through SpeakNova and other amounts expressly due under the Agreement.

All fees are exclusive of applicable sales taxes. Overdue amounts may accrue interest at 1.5% per month, or the maximum lawful rate if lower. SpeakNova may suspend services after notice if payment is overdue or the payment method fails.

Any AI, communication, storage or other usage allowance and any associated overage pricing must be stated in the Work Order. SpeakNova will not impose an unlisted usage charge. Where a Work Order requires Customer approval before paid overage capacity is added, SpeakNova will obtain that approval before charging the overage.

06 Term, Suspension and Termination

The subscription start date, initial term, renewal structure and any convenience-termination right are stated in the Work Order. If a Work Order grants a convenience-termination right, that right overrides any minimum-term commitment to the extent expressly stated.

Either party may terminate for the other party's material breach by giving written notice describing the breach and allowing 15 days to cure. If the breach cannot reasonably be cured within 15 days, the

breaching party may begin cure within that period and continue diligently, provided it is acting in good faith.

SpeakNova may suspend access sooner, with notice where practical, for non-payment, security risk, unlawful or abusive use, confidentiality risk, third-party restrictions or legal concerns.

Unless termination results from SpeakNova's uncured material breach, fees already paid are non-refundable and all fees earned, approved or incurred through the effective termination date remain due. Any treatment of remaining committed subscription fees is governed by the Work Order.

07 Delivery, Review and Acceptance

Delivery dates are estimates unless the Work Order expressly states that a date is firm. Timelines may be adjusted for approved changes, Customer delays, unavailable data or credentials, and third-party vendor or API delays.

Unless the Work Order states otherwise, Customer must provide written notice of any material non-conformity within five business days after a deliverable is submitted for review. A deliverable is deemed accepted if no such notice is received. Minor bugs, cosmetic issues, future enhancements, user preferences, source-data issues and out-of-scope requests do not prevent acceptance.

08 Third-Party Systems and Integrations

Omni may connect with third-party systems, including software applications, APIs, cloud infrastructure, communications providers, payment providers, accounting systems and AI model providers. Customer is responsible for the subscriptions, credentials, permissions and vendor cooperation required for its systems.

SpeakNova does not control and is not responsible for third-party outages, API or authentication changes, discontinued endpoints, rate limits, price or licensing changes, restricted permissions, missing documentation, data limits, vendor delays or other external restrictions.

If a desired workflow is not technically available, SpeakNova may propose a reasonable alternative such as manual approval, draft preparation, export/import, scheduled data exchange, email workflow or internal recordkeeping. Material work required because of third-party changes or limitations may be treated as additional work.

09 AI-Assisted Features and Automated Actions

Omni and its AI assistants may generate summaries, recommendations, drafts, flags, classifications, extracted data, workflow decisions, proposed actions and other outputs. AI outputs may be incomplete or inaccurate and should be reviewed where judgment, material risk or external commitment is involved.

Customer is responsible for operational, commercial, financial, legal, safety and compliance decisions made using AI outputs. Customer may expressly authorize defined low-risk automated actions, including record updates, task creation, reminders, routing, acknowledgements or other actions identified in the Work Order or approved configuration.

Where Customer authorizes an automated action, Customer is responsible for the business rules, permissions and approval settings it elects to use. Customer may request reasonable adjustments to those controls. SpeakNova is not liable for Customer-approved automated actions except to the extent caused by SpeakNova's breach of the Agreement.

10 Customer Data and AI Data Use

Customer retains ownership of Customer Data. Customer grants SpeakNova a limited right to host, process, transmit, back up and use Customer Data only as reasonably necessary to provide, secure, support and maintain the services, comply with law, and perform Customer-authorized workflows.

SpeakNova will not sell Customer Data. SpeakNova will not use Customer Data to train generalized AI models for other customers unless Customer expressly agrees in writing.

SpeakNova may use aggregated or anonymized technical and usage information to operate, secure, measure and improve its services, provided the information does not identify Customer or disclose Customer Confidential Information.

Data imports are subject to technical feasibility, source-system access, data quality, available formats and third-party limitations. Significant cleanup, unsupported extraction, manual restructuring or large-scale migration may require a Change Order.

11 Data Export and Offboarding

Customer may export Customer Data during the active subscription using available export tools. If Customer is migrating away from Omni or the Agreement is terminating, SpeakNova will, on request, provide a standard CSV export of Customer Data stored in exportable structured Omni fields at no additional charge.

The no-charge standard export is intended to provide Customer with its data in a portable format. It does not include source code, Omni software, AI agent configurations, prompts, models, platform settings, third-party data that SpeakNova is not permitted or technically able to export, or custom transformation into the schema of another platform.

Customer should request any Provider-assisted offboarding export before termination or within 30 days after the effective termination date. After that period, SpeakNova may delete Customer Data in accordance with its normal retention practices and legal obligations, subject to backup-retention cycles.

If Customer asks SpeakNova to map, clean, transform, reformat or import the exported data into another application, that migration assistance is outside the standard export and may be separately scoped and charged.

12 Privacy and Security

SpeakNova will use commercially reasonable administrative, technical and organizational safeguards appropriate for a business software platform. Safeguards may include access controls, secure authentication, encrypted connections, infrastructure monitoring, backups, logging and controlled handling of credentials.

Customer is responsible for managing user access, protecting credentials and devices, obtaining required privacy consents and ensuring that its use of the services complies with applicable law.

SpeakNova will notify Customer without undue delay after confirming a security incident that materially affects Customer Data, subject to applicable law and legitimate security or law-enforcement restrictions.

Specific certifications, penetration-test deliverables, data-residency commitments, regulated-industry controls or custom security reviews are included only if expressly stated in the Work Order or a separate written security addendum.

13 Confidentiality

Each party will protect the other party's non-public business, technical, commercial, security and operational information using reasonable care, use it only for the Agreement and disclose it only to personnel, contractors and advisors who need to know and are subject to confidentiality obligations.

Confidential Information does not include information that is public without breach, lawfully known before disclosure, received lawfully from another source or independently developed. A party may disclose information where legally required and will provide notice where permitted. These obligations survive termination.

14 Platform Ownership, Customer Materials and Outputs

SpeakNova retains all ownership and intellectual property rights in Omni and the underlying software, code, architecture, interfaces, reusable components, integration framework, AI agent framework, models, prompts, tools, templates, configuration methods, know-how, improvements and derivative works.

Customer retains ownership of Customer Data, Customer-provided documents, its own business rules, operating procedures, specifications and other materials it supplies to SpeakNova. As between the parties, Customer also owns the business documents, reports, drafts and other Customer-specific

outputs generated through Customer's permitted use of Omni, subject to SpeakNova's ownership of the underlying platform and technology.

Nothing in the Agreement prevents Customer from using or recreating its own business processes, requirements, operating procedures or specifications outside Omni. However, Customer does not receive ownership of or a right to export SpeakNova source code, proprietary AI agent configurations, prompts, reusable workflow components or platform architecture.

During an active subscription and subject to payment, Customer receives a limited, non-exclusive, non-transferable right to use the configured Omni services for its internal business purposes. No source code or ownership interest in Omni is transferred.

15 Acceptable Use and Suspension

Customer and its users will not use the services unlawfully, infringe third-party rights, upload malicious code, bypass security, gain unauthorized access, overload the services, share credentials improperly, or use data for which they lack required rights.

SpeakNova may suspend access, with notice where practical, for overdue fees, failed payment, security risk, unlawful or abusive use, confidentiality breach, third-party restrictions or risk to SpeakNova, its infrastructure or other customers. Suspension does not waive payment obligations.

16 Warranties and Disclaimers

SpeakNova warrants that it will perform the services in a professional and commercially reasonable manner. Customer's exclusive remedy for a verified breach of this warranty is re-performance of the affected services, provided Customer gives prompt written notice.

Except for the express warranty above, the services are provided "as is" and "as available." SpeakNova does not guarantee uninterrupted or error-free operation, compatibility with every future third-party change, achievement of a particular business result, continued availability of an API, or accuracy of Customer source data or AI-generated outputs.

17 Limitation of Liability

To the maximum extent permitted by law, neither party is liable for indirect, incidental, special, punitive, exemplary or consequential damages, or for lost profits, revenue, goodwill, anticipated savings, business opportunity, data or business interruption.

SpeakNova is not liable for third-party system failures or changes, Customer or user error, inaccurate source data, unauthorized access caused by Customer credential handling, Customer-approved automated actions, or decisions based on dashboards, recommendations or AI outputs.

SpeakNova's total aggregate liability arising from or relating to an affected Work Order will not exceed the fees paid by Customer under that Work Order during the six months immediately preceding the event giving rise to the claim. This cap does not limit liability that cannot lawfully be limited.

18 Indemnities

Customer will defend and indemnify SpeakNova against third-party claims arising from Customer Data, Customer's misuse of the services, Customer-approved external actions, violation of law or third-party rights, or failure to obtain required permissions for data or integrations.

SpeakNova will defend and indemnify Customer against a third-party claim that the unmodified core Omni platform, when used as permitted, infringes that third party's intellectual property rights. This obligation does not apply to Customer Data, Customer specifications or modifications, third-party platforms, combinations not provided by SpeakNova, or use outside the Agreement. SpeakNova may obtain continued rights, modify or replace the affected component, or terminate it and refund prepaid unused fees for that component.

19 Support and Maintenance

Support, service hours and response targets are those stated in the Work Order or applicable support schedule. Standard support generally covers troubleshooting, bug review, access and configuration questions, routine support for approved integrations and reasonable configuration assistance.

Support does not include new modules, new integrations, major redesign, on-site or after-hours support, extensive training, source-data cleanup, third-party outages or issues caused by Customer misuse unless separately agreed.

20 Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including internet, telecommunications or cloud outages, cyberattacks, acts of government, labour disruptions, natural disasters, war, civil unrest, public-health emergencies or third-party service failures. Payment obligations for services already delivered or committed third-party charges are not excused.

21 Notices

Formal notices must be sent to the notice email or address in the Work Order. Email notice is effective on the next business day unless the sender receives a delivery failure. Either party may update its notice details by written notice.

22 Assignment and Subcontractors

Customer may not assign the Agreement without SpeakNova's written consent, except in connection with a merger, reorganization or sale of substantially all assets where the assignee assumes the Agreement. SpeakNova may assign the Agreement to an affiliate or business successor.

SpeakNova may use qualified employees, affiliates, contractors and subprocessors to provide the services and remains responsible for their performance to the extent required by the Agreement.

23 Governing Law and Disputes

The Agreement is governed by the laws of Ontario and the federal laws of Canada applicable in Ontario. The parties submit to the exclusive jurisdiction of the courts located in Toronto, Ontario.

24 Updates to These Terms

The version of these Terms identified in a Work Order governs that Work Order. SpeakNova may publish updated Terms for future Work Orders. An update does not amend an existing Work Order unless both parties agree in writing. SpeakNova will maintain the applicable version or provide a copy on reasonable request.

25 General

The parties are independent contractors. The Agreement does not create a partnership, employment, agency, fiduciary or joint-venture relationship.

The Agreement is the entire agreement for its subject matter. Amendments must be in writing and approved by authorized representatives. If a provision is unenforceable, the rest remains effective. Failure to enforce a provision is not a waiver. Electronic signatures and counterparts are valid and binding.

Provisions concerning payment, confidentiality, data, intellectual property, disclaimers, liability, indemnities, data export/offboarding and disputes survive termination to the extent necessary to give them effect.

P R O V I D E R C O N T A C T

L E G A L N A M E 1001203965 ON Inc. o/a SpeakNova

A D D R E S S Unit 1 – 68 Tycos Drive, North York, Ontario, M2B 1V9

N O T I C E E M A I L As stated in the applicable Work Order