QVYON TECHNOLOGIES

QVYON TECHNOLOGIES INC. / TECHNOLOGIES QVYON INC.
MIMIC™ TERMS OF SERVICE

0. Language

These Terms are offered in French and in English. Before you can accept these Terms in English, the complete French version must be accessible to you through the same electronic acceptance process. By selecting English at the point of acceptance, you confirm that the French version was made available to you, that you examined it, and that you expressly choose to be bound by the English version.

1. Scope and Structure

These Terms of Service ("Terms") are issued by Qvyon Technologies Inc. / Technologies Qvyon Inc. (NEQ 1181049165) ("Qvyon," "we," "us," or "our"), a company with its registered office at 3737, boulevard Crémazie Est, bureau 200, Montréal (Québec) H1Z 2K4, Canada.

These Terms are in three parts, and not all of them apply to everyone.

- Part A applies to anyone who visits the Qvyon website. It does not create a subscription, an account, or any payment obligation.
- Part B applies only if you register for, or use, the MIMIC™ platform. Part B is accepted separately at registration or checkout.
- Part C applies to both.
- If you only visit the website, Part B does not apply to you.

PART A: WEBSITE VISITORS

A1. Acceptance

By accessing the Qvyon website, you agree to Part A and Part C of these Terms. If you do not agree, please do not use the website.

A2. Intellectual Property and Trademarks

All content on the website, including text, graphics, logos, and designs, is owned or licensed by Qvyon and is protected by applicable laws. You may not copy, reproduce, or distribute content without prior written permission, except for limited reproduction for your internal business purposes.

MIMIC™ and the Qvyon name and logo are trademarks of Qvyon. Nothing on the website grants any licence or right to use them.

A3. Acceptable Use of the Website

You agree not to: (a) interfere with the operation or security of the website; (b) attempt unauthorized access to systems or data; (c) submit unlawful, infringing, or harmful content

through any form on the website; or (d) use automated means to scrape or harvest data except as permitted by robots.txt.

A4. Third-Party Links

Links to third-party sites are provided for convenience. Qvyon is not responsible for their content or practices.

A5. Privacy

Personal information collected through the website, including through the Book a Demo, Contact Us and Join Our Team forms, is handled in accordance with the Qvyon Privacy Policy. The Privacy Policy identifies the person in charge of the protection of personal information and how to contact them.

A6. Website Disclaimer

The website and its content are provided "as is" and "as available." Qvyon disclaims all warranties in respect of the website to the fullest extent permitted by law. Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law.

A7. Website Limitation of Liability

To the fullest extent permitted by law, Qvyon will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, data, or goodwill arising from or related to your use of the website. This limitation does not apply to material injury caused by an intentional or gross fault, or to bodily or moral injury, in accordance with article 1474 of the Civil Code of Québec.

PART B: MIMIC™ USERS

B1. Acceptance and Formation

Part B forms a binding agreement between you ("Customer," "you," or "your") and Qvyon. By registering for, accessing or using the MIMIC™ platform ("MIMIC™" or the "Service"), you agree to be bound by Part B and Part C. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity, in which case "you" refers to that entity.

Part B is a contract of adhesion. Acceptance is recorded at the point of registration or checkout, and Qvyon retains a record of the accepted version, the language selected, and the date and time of acceptance. The Service is offered to businesses and professionals acting in the course of their commercial activities and is not offered to consumers within the meaning of the Consumer Protection Act (Québec).

B2. Description of the Service

MIMIC™ is a cloud platform for augmenting and rendering video scenes, made available on a subscription basis. It comprises two components:

- MIMIC™ Core, the hosted service where processing, storage and rendering occur; and
- the MIMIC™ Scenario Editor, a desktop application installed on Customer's own equipment, which requires a live authenticated connection to MIMIC™ Core, has no offline mode, and is included in the subscription at no separate charge.

Customer uploads its own source footage to MIMIC™ Core, augments the scene, renders it, and downloads the output. Customer Data remains stored in MIMIC™ Core for the duration of the subscription and is retained after termination or a failed payment as described in Sections B4.8 and B15. Storage is included in the token price.

Qvyon may add, modify, or discontinue features of the Service from time to time, and will use reasonable efforts to notify Customer of material changes that adversely affect core functionality.

B3. Eligibility, Accounts and Administrators

You must be at least the age of majority in your jurisdiction and have the legal capacity to enter into these Terms. Registration for the Starter and Team tiers requires a corporate email domain.

Each account has an account administrator. The account administrator is authorized to purchase additional token allotments, to add and remove users within the applicable seat limit, and to bind Customer to the resulting charges. Customer is responsible for designating and maintaining an appropriate account administrator. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account.

B4. Subscriptions, Billing and Payment

Access to MIMIC™ Core is offered under subscription tiers described on the Qvyon website or in an applicable order form:

- Starter: a single user.
- Team: a flat subscription price covering up to fifteen (15) seats, with a shared token allotment pooled across all users on the account.
- Enterprise: sales-assisted, on terms set out in an order form. Enterprise subscriptions are governed by a separate written agreement and the applicable order form, which prevail over these Terms. A Customer that requires payment by wire transfer, payment against a purchase order, payment terms or negotiated contract terms must subscribe under the Enterprise tier.

Subscriptions are billed monthly on a token-based consumption model unless otherwise agreed in writing. Token allotments, the unit of measurement, the expiry of unused tokens, and the price of additional tokens for each tier are disclosed on the checkout screen before acceptance and form part of these Terms.

B4.1 Subscription token allotments and expiry

Unused tokens included in the monthly subscription allotment expire at the end of each monthly allotment period and do not carry over to the next monthly period. Expired subscription tokens are not refunded and are not credited toward any subsequent period. This expiry is disclosed on the checkout screen before acceptance. The monthly subscription allotment is consumed first. Additional tokens purchased under Section B4.2 are consumed only once the monthly allotment for the period is exhausted.

B4.2 Additional tokens

There is no automatic overage billing. When a token balance reaches zero, the Service stops processing new requests, including export. Additional tokens may be purchased only by the account administrator, at the price in effect at the time of purchase and disclosed before the purchase is confirmed. No charge is made without the account administrator's authorization. Additional tokens are charged to the payment method on file for the account at the time of purchase. Additional tokens do not expire at the end of the monthly allotment period in which they are purchased and carry over to subsequent monthly periods for as long as the subscription remains active. Additional tokens are not affected by an upgrade or a downgrade and remain available to Customer following a change of plan. If a purchase of additional tokens is declined, fails or is reversed, no additional tokens are credited; the subscription is not affected and access to the account continues, subject to the zero-balance behaviour described above.

B4.3 Upgrades

Customer may upgrade its plan at any time during a billing cycle. An upgrade takes effect immediately. Fees for the remainder of the billing cycle are pro-rated and charged at the time of the upgrade, and the additional monthly token allotment for the remainder of that cycle is pro-rated and credited at the same time. Pro-rating is calculated by whole days.

B4.4 Downgrades

Customer may request a downgrade at any time during a billing cycle. A downgrade takes effect at the end of the then-current billing cycle. Customer retains access at the current plan level, and the token allotment for that plan, until that date. Fees already paid for the current cycle are not refunded and are not pro-rated. A downgrade may be requested once per billing cycle.

Where a downgrade would reduce the number of seats available below the number of users on the account, Customer must first reduce its active users to the number permitted under the lower plan. The Service will not accept the downgrade until it has done so.

B4.5 Fees and taxes

Fees are due in advance of each billing cycle and are non-refundable except as required by applicable law or expressly stated in an order form. Qvyon may change subscription fees on renewal with at least thirty (30) days' prior notice. You are responsible for all applicable taxes, other than taxes on Qvyon's net income.

B4.6 Renewal

Subscriptions renew automatically at the end of each billing cycle unless cancelled before the renewal date. The renewal date, the amount to be charged, and the cancellation method are disclosed on the checkout screen before acceptance. The billing cycle runs from the date of purchase to the day before the same date in the following month. Where the following month has no corresponding date, the cycle ends on the last day of that month. Billing cycles, renewal dates and cancellation deadlines are determined by reference to Qvyon's local time in Montréal, Québec, and not to Customer's local time.

Annual plan. For Starter and Team, Customer may choose an annual plan, billed monthly. A discount is applied to the last invoice of the annual term. If Customer cancels before the end of the annual term, the discount is not applied.

B4.7 Cancellation

You may cancel your subscription at any time from your account settings. To take effect at the end of the current billing cycle, a cancellation must be submitted before the renewal date. A cancellation submitted on or after the renewal date takes effect at the end of the following billing cycle, and the subscription fee for that cycle remains payable. Cancellation takes effect at the end of the then-current billing cycle, and access continues until that date. Fees already paid for the current cycle are not refunded except where required by applicable law. Unused subscription tokens and unused additional tokens are not refunded on cancellation.

B4.8 Failed payment

Access is suspended when a renewal charge fails. Customer Data is retained for 90 days. The same 90-day retention applies where a subscription ends because Customer has cancelled it or has not renewed it. To regain access, Customer must bring the account up to date and resume a subscription. Customer may resume at any available plan. Exporting Customer Data consumes tokens from the subscription allotment. If a subscription is not resumed within the 90 days, Customer Data is deleted. Qvyon retains the account record and associated billing and transaction history, which is necessary to account for charges already made and to meet legal and accounting obligations.

B4.9 Payment methods

Payments for Starter and Team subscriptions are processed by Qvyon's payment processor, Stripe, using a credit card. Any exception or alternate payment arrangement must be expressly agreed by Qvyon in writing.

Qvyon does not accept wire transfers, cheques or payment against purchase orders for Starter or Team subscriptions unless Qvyon expressly agrees otherwise in writing. Qvyon may add, change or withdraw payment methods on notice, without affecting any payment already authorized.

B4.10 Currency and card fees

Fees are charged in the currency shown on the checkout screen. Customer is responsible for any fees charged by its own bank or card issuer, including currency conversion and international transaction fees.

B4.11 Distributor codes

If Customer was referred by an authorized Qvyon distributor, Customer may enter that distributor's code at registration or checkout. The code is used only to attribute the subscription to the distributor. The distributor is not a party to these Terms, has no authority to modify them or the prices disclosed at checkout, and is not responsible for providing the Service. Qvyon remains Customer's contracting party for the Service.

B5. Free Evaluation

Qvyon may offer a free evaluation of the Service ("Free Evaluation"). The Free Evaluation gives access to Qvyon preset scenes only. It does not permit the upload of Customer Data, does not provide storage, and does not permit download or export of any output. No Customer Data is retained by Qvyon in connection with the Free Evaluation. The Free Evaluation is time-limited and token-capped. Preset scenes may include third-party data licensed to Qvyon. Customer may view that data and create variants of it within the Service, but may not download, extract or reproduce it, or use it for any purpose other than evaluating the Service. All rights in that data remain with its owner.

The Free Evaluation is provided "as is," without warranty of any kind and without any availability commitment, and may be modified, suspended, or discontinued at any time without notice. Sections B6, B8, B9, B12, B13 and Part C apply to the Free Evaluation. Sections B4, B11 and B14 do not.

B6. Acceptable Use of the Service

You agree not to, and not to permit any third party to:

- reverse engineer, decompile, or disassemble any portion of the Service, except to the extent such restriction is prohibited by applicable law;
- use the Service to build a competing product or service;
- share account credentials, or permit access by anyone other than an authorized user within the applicable seat limit;
- circumvent or attempt to circumvent any token metering, seat limit, licence validation or other technical control;
- resell, sublicense or otherwise make the Service available to a third party, except under a written distributor agreement with Qvyon;
- upload, process or generate content that is unlawful, that depicts a minor in a sexual manner, that is intended to harass, threaten, defame or discriminate against any person, or that contains malicious code;
- upload or process data that you do not have the right to use, or that infringes the rights of any third party;
- attempt to gain unauthorized access to the Service or its related systems or networks;
- use the Service in violation of any applicable law, regulation, or export control rule; or
- interfere with or disrupt the integrity or performance of the Service.

Use of the Service for defence, military, weapons, or aerospace applications requires Qvyon's prior written consent and a separate written agreement. Self-serve subscriptions do not authorize such use.

Customer may not use the Service in any jurisdiction, or for the benefit of any person or entity, subject to sanctions administered by Canada, the United States, the United Kingdom or the European Union.

Customer may not represent output generated through the Service as an unmodified recording of a real event, or use it to deceive any person as to the authenticity of a recording where that deception could cause harm, including in judicial, regulatory, insurance or journalistic contexts

without clear disclosure that the material was generated or augmented. Customer is responsible for any disclosure or labelling required by law or by the standards of its industry.

B7. Customer Data and Content

"Customer Data" means the source footage, augmented and rendered outputs, scene configurations, and other data or content that Customer or its users upload to, or generate through, the Service. As between the parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants Qvyon a limited licence to host, process, and use Customer Data solely to provide, maintain and support the Service, and as otherwise permitted under these Terms and the Privacy Policy. Customer Data remains stored in MIMIC™ Core after processing, and authorized Qvyon administrators may access it where needed to operate, secure and support the Service.

Qvyon does not use Customer Data to train, retrain, or improve any machine learning or artificial intelligence model, whether for Qvyon, another customer, or a third party, and does not disclose Customer Data to any third party for that purpose. Qvyon may use aggregated and de-identified operational metrics that do not permit identification of Customer or reconstruction of Customer Data.

Customer represents and warrants that it holds all rights, consents and authorizations necessary for Qvyon to process the source footage it uploads, including in respect of any identifiable individual, vehicle registration, or third-party mark appearing in that footage. Qvyon performs no facial recognition and retains no biometric identifiers.

Where Customer Data includes personal information, Customer is the enterprise responsible for that information and Qvyon processes it on Customer's behalf, solely to provide the Service, including the limited post-termination retention and reactivation/export service described in Sections B4.8 and B15, which forms part of this written service mandate for no more than ninety (90) days after the subscription ends. Qvyon will: (a) use that personal information only to provide, maintain, secure and support the Service; (b) protect it using security measures appropriate to its sensitivity, and limit access to personnel who need it for those purposes and are bound by confidentiality obligations; (c) delete or return it when this mandate, including the limited ninety (90)-day exit service, expires, subject only to retention strictly required by applicable law; (d) notify without delay Customer's person in charge of the protection of personal information of any breach or attempted breach of an obligation relating to confidentiality, including any confidentiality incident affecting it, and provide the information Customer reasonably requires to meet its own legal obligations; and (e) permit Customer's person in charge of the protection of personal information to carry out any verification relating to confidentiality and respond to reasonable written requests to verify compliance with this paragraph. Service providers that process this personal information on Qvyon's behalf are bound by written terms requiring them to protect it, and Qvyon remains responsible for them. A list of sub-processors is available on request at privacy@qvyon.com. This paragraph constitutes the written mandate contemplated by section 18.3 of the Act respecting the protection of personal information in the private sector (Québec).

Customer is solely responsible for the accuracy, quality, legality, and rights of Customer Data submitted to the Service.

B8. Intellectual Property in the Service

Qvyon retains all right, title, and interest in and to the Service, including all software, algorithms, documentation, trademarks (including MIMIC™), and any improvements, updates, or derivative works thereof, whether or not arising from Customer feedback. No rights are granted to Customer other than the limited right to access and use the Service as expressly set out in these Terms.

The MIMIC™ Scenario Editor is licensed, not sold. Qvyon grants Customer a non-exclusive, non-transferable, non-sublicensable licence, for as long as Customer holds an active subscription, to install and use it on devices owned or controlled by Customer, solely in conjunction with MIMIC™ Core. Each seat is assigned to one named user and may not be shared. Customer will promptly notify support@qvyon.com of any lost or compromised device so that access can be revoked, and will uninstall all copies within thirty (30) days after its subscription ends. Open-source components included in the Scenario Editor are licensed under their own terms.

Qvyon publishes a MIMIC™ data software development kit for converting Customer data into the MIMIC™ format. That software is distributed publicly and is governed solely by the licence accompanying it, which prevails over these Terms in respect of that software. Nothing in these Terms grants any right in it, and nothing in its licence grants any right of access to the Service.

B9. Confidentiality

Each party may disclose confidential information to the other in connection with these Terms. The receiving party will use the disclosing party's confidential information solely to perform its obligations under these Terms and will protect it using at least the same degree of care it uses for its own confidential information of similar nature, but in no case less than reasonable care. This section does not apply to information that is or becomes public through no fault of the receiving party, was already known to the receiving party without an obligation of confidentiality or is independently developed.

B10. Third-Party Services

The Service may integrate with or rely on third-party services, toolchains, or data sources. Qvyon is not responsible for the availability, accuracy, or practices of any third-party service, and use of such third-party services may be subject to separate terms.

B11. Service Availability and Support

Qvyon will use commercially reasonable efforts to make the Service available, subject to scheduled maintenance and to factors outside Qvyon's reasonable control, including failures of upstream infrastructure providers. Specific availability commitments, if any, are set out in an applicable order form or service level agreement. Support is provided in accordance with the support terms applicable to Customer's subscription tier.

No service level commitment applies to Starter and Team subscriptions or to the Free Evaluation unless expressly stated on the checkout screen.

B12. Warranties and Disclaimers

Except as expressly set out in these Terms or an applicable order form, the Service is provided "as is" and "as available," without warranties of any kind, whether express, implied, or statutory,

including warranties of merchantability, fitness for a particular purpose, title, and non-infringement, to the maximum extent permitted by applicable law. Qvyon does not warrant that the Service will be uninterrupted or error-free, or that any output will meet any particular threshold for Customer's specific use case.

Nothing in this section excludes the warranty of quality or the warranty against latent defects to the extent these cannot lawfully be excluded under the Civil Code of Québec.

B13. Limitation of Liability

To the maximum extent permitted by applicable law, neither party will be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or goodwill, arising out of or related to these Terms or the Service, regardless of the theory of liability. Each party's total aggregate liability arising out of or related to these Terms will not exceed the amounts paid or payable by Customer to Qvyon in the twelve (12) months preceding the event giving rise to the claim.

This section does not exclude or limit liability for material injury caused by an intentional or gross fault, or liability for bodily or moral injury, in accordance with article 1474 of the Civil Code of Québec, or any other liability that cannot be limited under applicable law.

For the Free Evaluation, Qvyon's aggregate liability is limited to one hundred Canadian dollars (CAD $100).

B14. Indemnification

Customer agrees to indemnify and hold Qvyon harmless from any third-party claims arising from Customer's breach of these Terms, misuse of the Service, or Customer Data, except to the extent caused by Qvyon's breach of these Terms. This section does not apply to visitors to the website who are not Customers.

Qvyon will defend Customer against any third-party claim alleging that the Service, as provided by Qvyon and used in accordance with these Terms, infringes that third party's intellectual property rights, and will pay damages finally awarded or agreed in settlement. This obligation does not apply to claims arising from Customer Data, from modification of the Service by anyone other than Qvyon, or from use of the Service in combination with anything not supplied by Qvyon. Qvyon's obligation under this paragraph is subject to the limitation of liability in Section B13.

B15. Term and Termination

Part B remains in effect for as long as Customer has an active subscription or otherwise accesses the Service. Either party may terminate for the other party's uncured material breach following thirty (30) days' written notice. Qvyon may suspend or terminate access immediately for security risk or violation of Section B6. Suspension and deletion following a failed payment are governed by Section B4.8.

Upon termination, Customer's right to access the Service ends, and Qvyon will retain Customer Data for up to ninety (90) days solely to permit reactivation and, after reactivation, export. Retention during that period does not itself confer access or export rights. Export of rendered output consumes tokens, and Customer must hold an active subscription in order to export. After

the 90-day period, Customer Data is deleted, as described in Section B4.8 and in the Privacy Policy. Qvyon retains the account record and associated billing and transaction history.

Where Qvyon suspends access on grounds of security risk or suspected violation of Section B6, Qvyon will notify Customer of the reason and, where the matter is capable of being remedied, allow a reasonable opportunity to remedy it before terminating.

PART C: BOTH

C1. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Province of Québec and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles. The parties submit to the exclusive jurisdiction of the courts of the judicial district of Montréal, Québec.

C2. Changes to These Terms

Qvyon may update these Terms from time to time. For Part B, Qvyon will give Customer at least thirty (30) days' written notice of any change that materially and adversely affects Customer's rights, setting out the new provision, the provision it replaces, and the date the change takes effect. Customer may refuse the change and terminate its subscription without charge, effective on the date the change would take effect, by notifying Qvyon before that date. Changes that do not materially affect Customer's rights, and changes to Part A, take effect on posting of an updated version bearing a new "Last updated" date.

C3. Miscellaneous

Entire agreement. These Terms and any applicable order form constitute the entire agreement between the parties regarding the website and the Service, subject to any separate written Enterprise agreement. The Privacy Policy is a transparency notice and does not independently expand the contractual rights granted in these Terms.

Assignment. Neither party may assign these Terms without the other's consent, except in connection with a merger, acquisition, or sale of substantially all assets.

Force majeure. Neither party is liable for delays or failures due to causes beyond its reasonable control.

Severability. If any provision is held unenforceable, that provision is severed and the remaining provisions remain in full force and effect.

No waiver. Failure to enforce any provision is not a waiver of the right to do so later.

Notices. Notices under these Terms should be sent to the addresses specified in the applicable order form or to legal@qvyon.com.

C4. Contact

Questions about these Terms can be directed to legal@qvyon.com. Questions about personal information should be directed to the person in charge of the protection of personal information, whose title and contact details are published in the Privacy Policy.