

Market Intelligence Services Agreement

This Market Intelligence Services Agreement (this "**Agreement**") is a binding contract between you ("**Customer**", "**you**", or "**your**") and Resonance Alliance Inc. ("**Provider**", "**we**", or "**us**"). This Agreement governs your access to and use of the Market Intelligence Services.

1. Definitions.

- (a) "**Aggregated Statistics**" has the meaning set forth in Section 2(e).
- (b) "**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Market Intelligence Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Market Intelligence Services has been purchased hereunder.
- (c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Market Intelligence Services.
- (d) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Market Intelligence Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Market Intelligence Services.
- (e) "**Market Intelligence Services**" means the services provided by Provider under this Agreement that are detailed on Provider's website available at <https://app.thequantuminsider.com/>
- (f) "**Provider IP**" means the Market Intelligence Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Market Intelligence Services, but does not include Customer Data.
- (g) "**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Market Intelligence Services.

2. Access and Use.

- (a) Provision of Access. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Market Intelligence Services during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Provider shall provide you the necessary passwords and access credentials to allow you to access the Market Intelligence Services.
- (b) Documentation Licence. Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Market Intelligence Services.
- (c) Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Market Intelligence Services, any software component of the Market Intelligence Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You

shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Market Intelligence Services unless for non-commercial presentations with the platform clearly sources, any software component of the Market Intelligence Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Market Intelligence Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Market Intelligence Services, in whole or in part; (iv) remove any proprietary notices from the Market Intelligence Services or Documentation; or (v) use the Market Intelligence Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(d) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Market Intelligence Services and collect and compile data and information related to Customer's use of the Market Intelligence Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Market Intelligence Services ("**Aggregated Statistics**"). As between Provider and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Market Intelligence Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(e) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Market Intelligence Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Market Intelligence Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Market Intelligence Services; or (iii) in accordance with 4 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Market Intelligence Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Market Intelligence Services as soon as reasonably possible after the event giving rise to the Market Intelligence Services Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities.

(a) Acceptable Use Policy. The Market Intelligence Services may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set forth in Provider's acceptable use policy ("**AUP**"), as may be amended from time to time, which is incorporated herein by reference. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://app.thequantuminsider.com/> from time to time, including the AUP.

(b) Account Use. You are responsible and liable for all uses of the Market Intelligence Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Market Intelligence Services, and shall cause Authorized Users to comply with such provisions.

(c) Customer Data. You hereby grant to Provider a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Market Intelligence Services to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics]. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Market Intelligence Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Market Intelligence Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

4. Fees and Payment. Customer shall pay Provider the fees as described on the ordering webpage ("**Fees**") within fifteen (15) days from the invoice date without set-off or deduction. Customer shall make all payments hereunder in United States dollars on or before the due date. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of five percent (5%) per annum or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Provider may suspend, in accordance with Section 2(g), Customer's and all other Authorized Users' access to any portion or all of the Market Intelligence Services until such amounts are paid in full.

5. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all harmonized sales tax (HST),

provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6. Confidential Information. From time to time during the Term, Provider, and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire two (2) years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
7. Intellectual Property Ownership; Feedback. As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Market Intelligence Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Market Intelligence Services, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.
8. Limited Warranty and Warranty Disclaimer.
 - (a) Provider warrants that it provides Market Intelligence Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) Customer Warranty. You warrant that you own all right, title, and interest, including all intellectual property rights, in and to Customer Data and that both the Customer Data and your use of the Market Intelligence Services are in compliance with the AUP.

(c) THE MARKET INTELLIGENCE SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE MARKET INTELLIGENCE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

9. Indemnification.

(a) Provider Indemnification.

- (i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees ("**Losses**"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Market Intelligence Services, or any use of the Market Intelligence Services in accordance with this Agreement, infringes or misappropriates such third party's global intellectual property rights/global patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defence and settlement of such Third-Party Claim.
- (ii) This **Section 11(a)** will not apply to the extent that any such Third-Party Claim arises from Customer Data or Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or wilful misconduct or use of the Market Intelligence Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.

10. LIMITATIONS OF LIABILITY. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b)

INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The term of this Agreement begins on the date Provider notifies Customer it can access the Market Intelligence Services and continues until terminated. Market Intelligence Services will automatically renew for an additional one (1) month term unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current services period.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

- (i) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or
- (ii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 13(d), 4, 9, 10, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

12. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through direct email communication from us. You are

responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Market Intelligence Services after the effective date of the modifications will be deemed acceptance of the modified terms. Provider will provide at least sixty (60) days' advance notice of changes to any service level that Provider reasonably anticipates may result in a material reduction in quality or services.

13. Governing Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.
14. Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, litigation, or other proceeding brought in any such court. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
15. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at <https://app.thequantuminsider.com/> and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Market Intelligence Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.
- 16.

Schedule A

This Schedule A adopts and incorporates by reference the terms and conditions of the Market Intelligence Services Agreement, which was entered into between Resonance Alliance Inc. (“**Resonance**”) and the Customer named on the signature line of this Schedule A and together with Resonance, the "**Parties**", and each, a "**Party**", as it may be amended from time to time.

Item	Price
Summary: [REDACTED] to The Quantum Insider’s Market Intelligence Platform [REDACTED]	USD 31,500

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date first above written.

Department for Science Information and Technology (DIST)

[REDACTED]

Title: DD Quantum, DSIT
Date: 29/10/2025

RESONANCE ALLIANCE INC.

[REDACTED]

Title: President
Date: 27/10/2025

