



General Subscription and Services Agreement

Prepared by: Haven, A Division of Shout Media Inc.

Last Updated Date: May 29, 2025

This General Subscription and Services Agreement ("Agreement") is entered into between Haven, a Division of Shout Media Inc. ("Haven"), and ("Customer") effective upon signature of the Proposal.

1. Subscription Services

Haven grants Customer a non-exclusive, non-transferable right to access and use the Haven SaaS platform ("Platform") subject to the terms of this Agreement and related Subscription terms.

2. Custom Development

Haven agrees to deliver custom development services as outlined in the attached Statement of Work ("SOW"). Specific deliverables, timelines, and acceptance criteria are detailed in the SOW.

3. Service Level Agreement (SLA)

Haven guarantees platform uptime of 99.9%. Support requests will be acknowledged within 4 business hours. Remedies for SLA non-compliance include proportional service credits.

4. Data Privacy and Security

Both parties shall comply with applicable privacy laws. Haven's responsibilities regarding data protection, privacy, and confidentiality are detailed in the Data Processing Agreement ("DPA") attached.

5. Acceptable Use and Terms of Use

Customer agrees to use the Platform in accordance with Haven's Acceptable Use Policy (AUP), prohibiting unlawful, abusive, or otherwise unauthorized use of the Platform.

6. Payment Terms

Fees are outlined as follows:

- Custom Development: 50% upfront, 50% upon completion.
- Subscription Fees: payable annually upfront or monthly as agreed. Payments due within 30 days of invoicing.

7. Intellectual Property

Haven retains ownership of all intellectual property related to the Platform. Custom developments specifically for Customer will be licensed to Customer for the term of this Agreement.

8. Termination and Renewal

This Agreement commences on the Effective Date and continues for an initial term of 1 year, automatically renewing unless terminated by either party with 60 days' written notice.

9. General Terms

- **Liability:** Limited to the fees paid by Customer in the 12 months preceding the claim.
- **Indemnification:** Mutual indemnification for claims arising from breaches of confidentiality, privacy, or intellectual property.
- **Warranty Disclaimer:** The Platform is provided "as-is" and without warranties, except as expressly set forth herein.

10. Governing Law

This Agreement is governed by the laws of the Province of Ontario, Canada.

Acceptance

This General Subscription and Services Agreement is incorporated by reference into the Haven Proposal. It does not require separate execution; acceptance is confirmed through the client's signature on the Proposal.