

Master Services Agreement (MSA)

Between Nila Solutions Limited, a British Columbia corporation ("Nila"), and the Customer named in the Order Form ("Customer").

Template. This is the standard form Nila offers to Enterprise customers. It is intended as a starting point for legal review by your counsel. The signed Order Form, this MSA, and the Data Processing Addendum together form the Agreement.

1. The Services

Nila will provide Customer with the menopause-support membership platform and any additional services identified in the Order Form (the "Services"). Customer purchases a number of seats; each seat entitles one named end user, who activates the seat directly with Nila.

2. Customer Responsibilities

- Distribute invite codes only to its own workforce.
- Not resell, sublicense, or otherwise transfer seats outside its organisation without Nila's written consent.
- Not attempt to identify individual member activity from aggregate reporting.
- Comply with applicable export, sanctions, and employment law in the deployment of the Services.

3. Fees and Payment

Fees are set out in the Order Form and are payable annually in advance unless otherwise agreed. Invoices are due net thirty (30) days. Late amounts accrue interest at 1% per month or the maximum permitted by law, whichever is lower.

4. Term and Termination

This Agreement commences on the Effective Date and continues for the initial term in the Order Form, renewing for successive one-year terms unless either party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term. Either party may terminate for the other's uncured material breach after thirty (30) days' written notice.

5. Confidentiality

Each party will protect the other's Confidential Information with at least the same degree of care it uses for its own (and not less than a reasonable degree of care), use it only to perform under this Agreement, and disclose it only to personnel and advisors who need to know and are bound by equivalent obligations.

6. Privacy and Data

The Parties' respective roles in relation to Personal Data are set out in the Data Processing Addendum (DPA), which is incorporated by reference. Nila does not disclose individual member health data to

Customer under any circumstances.

7. Intellectual Property

Nila retains all right, title, and interest in the Services and its underlying technology. Customer retains all rights in Customer Data. Member-generated content is owned by the individual member, subject to the licence granted to Nila in the member-facing Terms.

8. Warranties and Disclaimers

Each party warrants that it has the authority to enter into this Agreement. Nila warrants that it will perform the Services in a professional manner consistent with industry standards. EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS" AND NILA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE NOT MEDICAL CARE AND DO NOT REPLACE A LICENSED HEALTHCARE PROVIDER.

9. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The foregoing limits do not apply to: (a) breach of confidentiality; (b) a party's indemnification obligations; or (c) liability that cannot lawfully be limited.

10. Indemnification

Nila will defend Customer against third-party claims that the Services as provided infringe a valid intellectual-property right and pay damages finally awarded, provided Customer gives prompt notice and reasonable cooperation. Customer will defend Nila against third-party claims arising from Customer Data or Customer's misuse of the Services on equivalent terms.

11. Governing Law

This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of British Columbia, subject to either party's right to seek injunctive relief in any court of competent jurisdiction.

12. Miscellaneous

- **Entire agreement.** This MSA, the DPA, and any Order Form constitute the entire agreement.
- **Assignment.** Neither party may assign without the other's written consent, except to a successor in a merger or sale of substantially all assets.
- **Force majeure.** Neither party is liable for delays caused by events beyond reasonable control.
- **Notices.** Notices must be in writing and sent to the addresses on the Order Form.
- **Survival.** Sections 5, 6, 7, 8, 9, 10, 11 and 12 survive termination.

Signatures

Customer

Name: _____ Title: _____

Signature: _____ Date: _____

Nila Solutions Limited

Name: _____ Title: _____

Signature: _____ Date: _____