360 Visibility Inc. - Cloud Solution Provider (CSP) Customer Agreement

Last Updated: 02-JUL-26

IMPORTANT COMMITMENT NOTICE. Microsoft NCE and other fixed-term offerings may be non-cancellable after an applicable cancellation window. Monthly billing does not mean month-to-month service. Customer remains responsible for the full committed term, including one-year, two-year, three-year and other fixed terms, subject only to express credits under this Agreement.

Effective Date: The earlier of (i) Customer's click acceptance of this Agreement, (ii) the effective date of an executed Order Form, or (iii) the date 360 Visibility begins provisioning Services at Customer's request.

1. Parties and CSP Subscription Acceptance Terms

This Cloud Solution Provider Customer Agreement (the "Agreement") is between 360 Visibility Inc. ("360 Visibility," "we," "us," or "our") and the customer identified on the applicable Order Form ("Customer," "you," or "your"). If you accept on behalf of an entity, you represent that you have authority to bind that entity. By clicking "I Accept," executing an Order Form, requesting or approving an order, renewal or quantity increase, or using the Services, you agree to be bound by this Agreement.

2. Definitions

"Azure Consumption." Metered usage charges for Microsoft Azure services under Customer's tenant or subscriptions.

"Billing Frequency." The frequency with which Customer is invoiced or charged for a Service, including monthly, annual, upfront or another frequency. Billing Frequency does not shorten or modify the applicable Subscription Term.

"Customer Data." Data submitted by or for Customer into the Services.

"Delegated Admin Privileges (DAP/GDAP)." Microsoft partner administrative rights used to provision and support Customer's tenant.

"Minimum Monthly Fee (MMF)." The minimum monthly fee stated in an Order Form and payable during the applicable term regardless of actual usage.

"Minimum Term Commitment (MTC)." The minimum aggregate amount Customer has committed to pay for the applicable Service during its Subscription Term, including quantities added or renewed during that term, irrespective of usage, assignment of licenses, discontinuation, suspension, attempted cancellation, change of provider or Billing Frequency, subject only to credits expressly required under this Agreement.

"New Commerce Experience (NCE)." Microsoft's new commerce subscription model and related policies, as updated by Microsoft.

"Order Form." A signed or electronically accepted order, quote, statement, portal transaction or other ordering record referencing this Agreement and identifying Services, quantities, pricing, currency, terms, commitments or special terms.

"Services." (a) Microsoft Online Services, software, subscriptions, licenses, Azure services, Azure Consumption, reservations, savings plans, marketplace offerings and other Microsoft products provisioned or procured by 360 Visibility; (b) third-party software, SaaS, cloud, security, telecommunications, backup, marketplace and other products or services procured by 360 Visibility for Customer; (c) 360 Visibility proprietary applications, extensions, connectors, accelerators, integrations and other software offerings, including applications for Microsoft Dynamics 365 Business Central; and (d) support, advisory, professional, managed and other services provided by 360 Visibility.

"Subscription Term." The fixed commitment period applicable to a particular subscription, license, reservation, savings plan, marketplace offer, third-party service or 360 Visibility application, including any monthly, one-year, two-year, three-year or other term identified in an Order Form, ordering record, vendor terms or Microsoft commerce system.

"Transfer." Any change or attempted change of billing ownership, transacting partner, subscription ownership, Azure Plan, tenant association or provider for a Service, whether to another CSP, Microsoft or another provider.

"Microsoft Customer Agreement" or "MCA." The agreement between Microsoft and Customer governing Microsoft Online Services, available at Microsoft Customer Agreement, as updated by Microsoft from time to time.

3. Structure

3.1 Order of Precedence.

If there is a conflict, the following order governs: (1) the Order Form; (2) this Agreement; (3) the MCA and Microsoft Product Terms; and (4) 360 Visibility policies referenced herein. No Order Form modifies Sections 4, 5, 6, 7, 10, 11 or 12 unless it expressly identifies the provision being modified and states that the modification is approved in writing by an authorized officer of 360 Visibility.

3.2 MCA Incorporation and Acceptance.

Customer must accept the MCA and any Microsoft-required terms before provisioning and comply with them throughout use. For Microsoft Online Services, Microsoft terms control where required by Microsoft.

3.3 Third-Party Terms.

Certain Services are provided by Microsoft or other vendors. Customer agrees to all applicable vendor terms. 360 Visibility does not grant license rights for Microsoft or third-party software or services beyond rights made available by the applicable provider.

3.4 Electronic Orders and Authorized Representatives.

Customer authorizes each purchase, renewal, seat addition, upgrade, reservation, savings plan, marketplace purchase, third-party subscription and 360 Visibility application order requested or approved by a person reasonably appearing to be an authorized Customer representative. Each transaction forms part of the applicable Order Form and creates a corresponding payment commitment without requiring a separately signed amendment.

4. Term

4.1 Agreement Term and Individual Subscription Terms.

This Agreement begins on the Effective Date and continues for the Initial Term stated in the Order Form, or twelve (12) months if unspecified, and automatically renews for successive twelve-month Renewal Terms unless either party provides at least sixty (60) days' written notice of non-renewal. Each Service may have a separate Subscription Term, commitment period, cancellation window and renewal date. Expiration or non-renewal of this Agreement does not shorten, cancel or otherwise affect a Subscription Term or payment obligation that extends beyond the Agreement Term. This Agreement remains in effect for each outstanding Service and payment obligation until fully performed.

4.2 Seat-Based Subscriptions and NCE Commitments.

Each Microsoft seat-based subscription is subject to the Subscription Term, Billing Frequency, quantity, cancellation window, renewal date and conditions applicable to that subscription and identified in the applicable Order Form or Microsoft ordering record. Except where Microsoft permits a cancellation or reduction and 360 Visibility confirms it in writing, subscription quantities may not be reduced and subscriptions may not be cancelled during their Subscription Term. A request to terminate, discontinue use, remove licenses, change providers or transfer billing ownership does not itself cancel or reduce a committed subscription or Customer's payment obligation.

4.3 Co-Terming.

360 Visibility may align new subscriptions to an existing renewal date where the applicable provider permits; prorations and provider rules apply.

4.4 Renewal Instructions.

Customer must deliver non-renewal or reduction instructions sufficiently before the applicable provider deadline and no later than sixty (60) days before the renewal date unless an Order Form states a longer period. Instructions received after the deadline may take effect only at the next date permitted by the provider, and Customer remains responsible for the resulting renewed commitment.

5. Subscription Transfer, Change of Provider and Continuing Obligations

5.1 No Unilateral Transfer or Cancellation.

Customer may establish a relationship with another provider, but may not require 360 Visibility to approve, initiate, complete or facilitate a Transfer. A change of reseller relationship, partner association, delegated administrative relationship or provider does not itself cancel or transfer a Service provisioned or billed by 360 Visibility.

5.2 Conditions to Transfer Approval.

(a) all accrued amounts, including amounts not subject to a bona fide dispute raised before the Transfer request, have been paid;

(b) Customer has paid or provided security reasonably acceptable to 360 Visibility for all remaining contractual commitments, disputed transfer amounts, charges and transition costs;

(c) the proposed target provider has accepted the applicable transfer and future billing obligations;

(d) 360 Visibility has received confirmation of the treatment of prepaid amounts, refunds, credits, reservations, savings plans, marketplace products and other commitments; and

(e) the parties have agreed in writing on the transfer effective date and financial reconciliation.

5.3 Transfer Buyout and Credit.

Where a Transfer would cause 360 Visibility to lose future revenue associated with a Customer commitment, Customer shall pay the remaining charges committed under the applicable Order Form through the end of the Subscription Term, less (a) Microsoft or vendor refunds and credits actually received by 360 Visibility directly because of the Transfer, and (b) direct third-party subscription costs 360 Visibility is no longer required to pay directly because of the Transfer. No deduction applies for internal overhead, commissions, financing costs, support resources, administrative costs, incentives, rebates or margin unless 360 Visibility agrees in writing. 360 Visibility shall not recover the same upstream cost twice.

5.4 No Transfer by Administrative Action.

Removal or modification of DAP, GDAP, Azure RBAC, partner association, partner-of-record status, billing permissions, administrative permissions or other access does not constitute a Transfer, cancel a subscription, alter billing ownership or relieve Customer of any obligation. Such action may relieve 360 Visibility of affected support, administration and security obligations and constitutes grounds for suspension or termination.

5.5 Post-Transfer Reconciliation.

Following a completed Transfer, 360 Visibility may issue a final reconciliation invoice reflecting accrued usage, remaining commitments, prepaid amounts, actual provider credits, foreign-exchange adjustments, taxes, transition assistance and other charges arising from the Transfer. Any later credit actually received by 360 Visibility that relates directly to an amount previously paid by Customer shall be credited or refunded, less any permitted offset for amounts Customer owes.

6. Subscription Fees and Payment Terms

6.1 Fees and Binding Payment Obligation.

Customer shall pay all fees stated in an Order Form and all charges incurred through authorized orders, renewals, increases, usage or commitments. Customer's payment obligations are absolute, irrevocable and non-cancellable during an applicable Subscription Term except to the extent an express credit is required by this Agreement. Non-use, under-use, suspension, loss of access, change of personnel, budget changes, dissatisfaction, change of provider or cessation of business does not excuse payment.

6.2 Billing.

Unless otherwise stated, seat-based and fixed subscription fees, MMF, 360 Visibility application fees and managed services are billed in advance; Azure Consumption and other variable usage are billed in arrears. Billing Frequency is a payment schedule only and does not create a month-to-month cancellation right.

6.3 Currency.

Fees are payable in the currency on the Order Form, normally CAD for Canadian customers and USD for U.S. customers unless otherwise agreed. If conversion is required, 360 Visibility may use a commercially reasonable rate applicable to its provider invoice period.

6.4 Taxes.

Fees exclude taxes, duties and levies. Customer is responsible for all such amounts except taxes on 360 Visibility's income and shall provide valid exemption documentation where applicable.

6.5 Payment Method and Continuing Authorization.

All fees are payable by pre-authorized debit (PAD) or another method approved by 360 Visibility. Customer authorizes 360 Visibility to debit current, recurring, accelerated, reconciled and outstanding invoices and to make additional attempts following a failed payment. Customer shall maintain a valid authorized payment method throughout every Subscription Term and for ninety (90) days afterward. Revoking or failing to maintain a payment method does not cancel any Service or payment obligation.

6.6 Payment Due Date.

Invoices are due on receipt unless the Order Form states otherwise. Time is of the essence for payment. 360 Visibility may require prepayment, a deposit, credit support, a parent guarantee, an irrevocable letter of credit or other security before provisioning, renewal, quantity increases, a Transfer or continued service where credit exposure is material or Customer's creditworthiness has changed.

6.7 Invoice Disputes.

A good-faith invoice dispute must be delivered in writing within fifteen (15) days after invoice receipt with reasonable detail and supporting records. Customer shall timely pay all undisputed portions. Failure to dispute within that period constitutes acceptance of the invoice, except for a manifest calculation error. A dispute does not suspend charges or commitments and shall not be used to delay a Transfer settlement.

6.8 Late Payments and Collection Costs.

Overdue amounts accrue interest at 1.5% per month (18% per year) or the maximum lawful rate, whichever is less, from the due date until paid. Customer shall reimburse reasonable collection agency fees, legal fees and disbursements, court costs, bank charges, failed-payment fees and other costs incurred to collect overdue amounts or enforce payment obligations, to the extent permitted by law.

6.9 No Set-Off or Withholding.

Customer shall pay without set-off, deduction, counterclaim, withholding or reduction, except for an amount properly disputed under Section 6.7 or required by law. If withholding is legally required, Customer shall gross up the payment to the extent lawful so 360 Visibility receives the amount it would have received absent the withholding.

6.10 Application of Payments.

360 Visibility may apply payments, credits, deposits and security to any Customer obligation in the order 360 Visibility reasonably determines, including oldest outstanding amounts, collection costs, interest, taxes, usage charges and committed subscription fees.

6.11 Price and Provider Changes.

For Renewal Terms, 360 Visibility may change prices on thirty (30) days' notice. Microsoft or vendor price increases, exchange-rate changes, taxes, regulatory charges, SKU lifecycle changes and pass-through costs may be applied when they affect 360 Visibility's cost, including during a Subscription Term where permitted by the applicable Order Form or provider terms.

6.12 Credit Risk and Adequate Assurance.

If 360 Visibility reasonably believes Customer may not perform its payment obligations, Customer shall, upon request, provide adequate assurance of payment, including advance payment or security. Failure to provide requested assurance within five (5) business days is a material breach and permits suspension, non-renewal, refusal of new orders, acceleration or termination without relieving Customer of committed charges.

7. Minimum Commitments

7.1 Minimum Monthly Fee.

Any MMF stated in an Order Form is payable each month regardless of actual usage or service utilization.

7.2 Minimum Term Commitment.

The MTC is payable for the full applicable Subscription Term, including one-year, two-year, three-year and other committed terms, irrespective of usage, assignment, suspension, termination request, administrative access, change of provider or Billing Frequency.

7.3 Azure Commitments and Floors.

If an Order Form specifies an Azure minimum monthly or annual commitment, Customer shall pay at least that amount for the applicable period. Any shortfall is invoiced at the end of the month, year, termination or Transfer, as applicable.

7.4 No Mid-Term Downsizing.

Seat counts may be increased during a term. Decreases take effect only at the earliest renewal or other date expressly permitted by the provider and confirmed by 360 Visibility in writing.

7.5 Renewals, Additions and Upgrades.

Each renewal, added seat, upgrade, new subscription, reservation, savings plan, marketplace purchase or third-party order creates or increases Customer's MTC for the applicable Subscription Term. Customer is responsible for ensuring its authorized representatives understand the commitment before requesting or approving an order.

8. Microsoft and Vendor Dependency

8.1 Independent Providers.

Microsoft and other vendors are independent third parties. 360 Visibility does not control their services, availability, pricing, policies, SLAs, cancellation windows, transfer eligibility or product lifecycles and is not liable for their changes, acts or omissions.

8.2 SKU Changes and Retirement.

If a provider changes or retires a SKU, policy or billing construct, 360 Visibility may migrate Customer to a reasonably equivalent offering or billing construct and the applicable Order Form will be deemed updated, provided Customer's material functionality is not intentionally reduced by 360 Visibility.

9. Administration, Security, Usage Monitoring and Exception Process

9.1 DAP/GDAP and Administrative Access.

Customer authorizes 360 Visibility to hold the administrative rights reasonably required to provision, administer and support Services. Customer shall provide prior written notice before removing or reducing those rights. Removal may prevent performance, relieve 360 Visibility of affected obligations and permit suspension or termination, but does not cancel or reduce payment obligations.

9.2 Security and Customer Responsibilities.

Customer is responsible for tenant security, access controls, MFA enforcement, key management and monitoring and shall promptly notify 360 Visibility of suspected compromise.

9.3 Usage Monitoring and Alerts.

360 Visibility may implement monitoring, budgets and alerts and recommend safeguards. Customer remains responsible for budgets, locks, RBAC, cost controls and all consumption.

9.4 Fraudulent or Excess Consumption.

All Azure and usage-based consumption under Customer's subscriptions is billable, including consumption resulting from misconfiguration, automation errors, compromised credentials or unauthorized access. 360 Visibility may suspend or restrict Services without prior notice to mitigate risk. Customer remains liable unless and until the provider grants a credit actually received by 360 Visibility.

9.5 Provider Exception Process.

360 Visibility may, at its discretion, assist Customer with a Microsoft or vendor refund or credit request. Approval is solely the provider's decision. 360 Visibility may charge professional service fees communicated in advance for preparing or coordinating a business case, root-cause analysis, incident documentation or evidence. Submission of a request does not defer or reduce Customer's payment obligation. Any credit applies only after 360 Visibility actually receives it.

10. Suspension

10.1 Suspension Rights.

360 Visibility may suspend, restrict or decline to renew Services if: (a) any payment is six (6) days overdue; (b) Customer fails to provide adequate assurance under Section 6.12; (c) 360 Visibility suspects unauthorized use, fraud, misuse or security compromise; (d) Customer violates provider terms or this Agreement; or (e) continued service could increase 360 Visibility's credit, security, legal or operational exposure. Reconnection fees may apply.

10.2 Off-Hours Risk Controls.

360 Visibility may apply automated off-hours or anomalous-consumption controls and will notify Customer promptly after action where prior notice is impracticable.

10.3 Suspension Does Not Stop Billing.

Suspension, disabling, restriction, non-use or loss of access does not cancel a Service, reduce a Subscription Term, stop committed charges from accruing or relieve Customer of payment.

11. Early Termination

11.1 Customer Request to Terminate.

Customer may request termination of this Agreement or an individual Service on thirty (30) days' prior written notice. Notice terminates only Services cancellable at that time and does not cancel, reduce, transfer or shorten any fixed-term, minimum, non-cancellable or committed Service. The effective cancellation date for each Service is the earliest date permitted under its Order Form, Subscription Term, provider terms and this Agreement.

11.2 Accrued and Committed Amounts.

(a) all accrued fees, consumption charges, taxes, interest and other amounts;

(b) all remaining charges under each MTC or Subscription Term;

(c) all charges 360 Visibility remains obligated to pay Microsoft or another provider;

(d) all non-refundable, non-cancellable or minimum third-party commitments;

(e) all committed fees for 360 Visibility applications and proprietary solutions;

(f) all committed managed-service and support fees; and

(g) all reasonable transition, extraction, transfer, collection and unrecoverable third-party costs.

11.3 Microsoft and NCE.

Microsoft NCE and other committed Microsoft subscriptions cannot be cancelled or reduced except where permitted under Microsoft's then-current policies and confirmed by 360 Visibility in writing. Customer remains responsible for the full Subscription Term, including one-year, two-year, three-year and other committed terms, regardless of monthly, annual or upfront billing. A provider cancellation window does not create a continuing cancellation right after it expires.

11.4 Transfers and Credits.

If 360 Visibility approves a Transfer that causes a provider to release 360 Visibility from future upstream charges, Customer remains responsible for its contractual MTC, subject to the credits and deductions expressly stated in Section 5.3. Transfer approval does not waive a payment obligation unless 360 Visibility expressly agrees in writing.

11.5 Azure.

Customer shall pay all Azure Consumption incurred through the effective transfer or termination date and all charges associated with reservations, savings plans, Azure Marketplace offerings, capacity commitments, minimum spend commitments and other Azure purchases. Transferability, cancellation, exchange, refund and future billing treatment may

vary by product and provider policy. Customer receives credit only for amounts actually credited or refunded to 360 Visibility.

11.6 Third-Party Products.

Customer remains responsible for all charges for third-party products and services through the end of their Subscription Terms or minimum commitments, including software, SaaS, security, telecommunications, backup, cloud, marketplace and managed-service platforms, regardless of Customer's use or change of provider.

11.7 360 Visibility Applications.

Customer remains responsible for all fees for fixed-term subscriptions to 360 Visibility applications, extensions, connectors, accelerators, integrations and proprietary solutions, including applications for Microsoft Dynamics 365 Business Central, through the end of the applicable Subscription Term. Unless an Order Form expressly provides otherwise, committed fees are non-cancellable and non-refundable.

11.8 Managed and Support Services.

Customer remains responsible for Managed Services, Support Services, retainers and recurring service plans through the end of any minimum service term. If no minimum term applies, fees accrue through the effective termination date together with approved transition charges and non-recoverable third-party costs.

11.9 Termination by 360 Visibility for Cause.

360 Visibility may terminate this Agreement or a Service if Customer materially breaches and fails to cure within ten (10) days after written notice. No cure period is required for fraud, misuse, illegality, insolvency, unauthorized resale, material security risk, repeated payment default or a breach incapable of cure. Termination does not relieve Customer of this Section's obligations.

11.10 Acceleration.

Upon termination, payment default, an attempted Transfer, insolvency, cessation of business or failure to provide adequate assurance, 360 Visibility may invoice all accrued amounts and all remaining committed amounts immediately. Amounts not yet precisely determinable may be invoiced when determined. Customer shall pay subsequent reconciliation invoices, and 360 Visibility shall apply corresponding provider credits actually received as required by this Agreement.

11.11 No Avoidance Through Suspension or Administrative Change.

Suspension, disabling, restriction, removal of users or administrative rights, migration, replacement procurement or cessation of use does not cancel a Service, reduce the Subscription Term or stop committed charges.

11.12 Survival.

This Section survives expiration, termination, Transfer, suspension, removal of administrative access, change of provider, insolvency and cessation of Customer's business until all obligations are fully paid and performed.

12. Exclusivity of Committed Subscriptions; No Avoidance

During each applicable Subscription Term, Customer shall procure from and pay 360 Visibility for the Services and quantities committed under the applicable Order Form. Customer may purchase unrelated or additional services elsewhere, but no purchase, replacement, duplication, migration, change of partner relationship, Transfer request or discontinuation reduces the MTC or any payment obligation to 360 Visibility. Nothing prohibits Customer from changing providers after expiry of the applicable Subscription Term or following a Transfer expressly approved in writing under Section 5.

13. Compliance

13.1 MCA and Provider Compliance.

Customer shall comply with the MCA and applicable provider policies. A material breach of those terms is a breach of this Agreement.

13.2 Audit and Reconciliation.

360 Visibility may audit ordering, usage and billing records and reconcile invoices for up to twelve (12) months after a billing period. Underbilled amounts are payable upon invoice; overbilled amounts shall be credited.

14. Data

14.1 Data Location.

Customer acknowledges Microsoft and other providers may store or process data outside Canada, including the United States, as described in their applicable terms.

14.2 Privacy.

Each party shall comply with applicable data protection laws. Microsoft's Data Protection Addendum governs Microsoft's processing of Customer Data in Online Services.

14.3 Return of Customer Data.

Within thirty (30) days after Customer's written request and payment of all amounts due, and provided Customer is not in breach, 360 Visibility will provide, if technically feasible without undue burden, a standard export of Customer Data in its possession, excluding Microsoft-hosted or vendor-hosted data. After thirty (30) days following termination, 360 Visibility may delete remaining Customer Data unless legally prohibited.

15. Standard CSP Support

360 Visibility provides standard support associated with facilitating Customer purchases of Microsoft Online Services and Azure Consumption. Standard support is limited to subscription provisioning, license and subscription administration, billing support, renewal assistance and escalation of Microsoft platform issues where applicable.

Standard support does not include managed services, advanced technical support, proactive monitoring, security management, cost optimization, architectural guidance or end-user support unless expressly included in an Order Form. Additional offerings may include Dynamics 365 Customer Care, Microsoft 365 Advanced Support and Managed Azure Support, each subject to separate terms, fees and service descriptions.

16. Customer Responsibilities

Customer is responsible for: (a) determining fitness for purpose; (b) secure users, passwords and MFA; (c) selecting and training personnel; (d) all activity under its accounts, tenant configuration, access and data protection; (e) preventing unauthorized access; (f) prompt incident notice; (g) legal compliance; (h) accuracy and lawfulness of Customer Data; (i) following support policies; (j) equipment and connectivity; (k) backups and recovery plans; (l) protection against malware and unintended alteration or disclosure; (m) monitoring authorized representatives and orders; and (n) maintaining sufficient funds and valid payment methods for all commitments.

17. Confidentiality

Each party shall protect the other's Confidential Information using reasonable care, use it only to perform or enforce this Agreement and disclose it only to persons who need to know and are bound by confidentiality obligations at least as protective.

18. Intellectual Property

360 Visibility and its licensors own all rights in the Services excluding Microsoft and third-party services. No ownership transfers to Customer. Feedback may be used by 360 Visibility without restriction.

19. Warranties and Disclaimers

THE SERVICES, INCLUDING MICROSOFT AND THIRD-PARTY SERVICES, ARE PROVIDED "AS IS." 360 VISIBILITY AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE. 360 VISIBILITY DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, CORRECTION OF DEFECTS, OR THAT CONTENT IS ACCURATE OR SECURE.

20. Indemnity

Customer shall defend, indemnify and hold harmless 360 Visibility, its affiliates and personnel from third-party claims, losses and expenses arising from: (a) Customer's breach of this Agreement or provider terms; (b) Customer Data; (c) Customer's misuse of Services; (d) unauthorized ordering or use through Customer's accounts; or (e) Customer's failure to maintain required security, except to the extent caused by 360 Visibility's willful misconduct.

21. Limitation of Liability

21.1 Cap.

EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, BREACH OF PROVIDER TERMS, INDEMNITY OBLIGATIONS, FRAUD OR WILLFUL MISCONDUCT, EACH PARTY'S AGGREGATE LIABILITY IS LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO 360 VISIBILITY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

21.2 Excluded Damages.

NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY. THIS EXCLUSION DOES NOT LIMIT CUSTOMER'S OBLIGATION TO PAY AGREED FEES, COMMITTED CHARGES, PROVIDER COSTS, INTEREST OR COLLECTION COSTS.

21.3 Microsoft and Third Parties.

360 VISIBILITY IS NOT LIABLE FOR MICROSOFT OR OTHER THIRD-PARTY SERVICES, FAILURES, POLICY CHANGES, TRANSFER DECISIONS, PRICE CHANGES OR PROVIDER REFUSAL TO GRANT A CREDIT OR REFUND.

22. Cyber Insurance

Customer shall maintain commercially reasonable cyber insurance and accepts responsibility for charges and losses resulting from cyber events in its environment. Customer shall indemnify 360 Visibility for claims arising from Customer's failure to maintain reasonable cybersecurity measures or required insurance.

23. Export, Sanctions and Anti-Corruption

Customer represents that it is not a sanctioned party and shall comply with Canadian, U.S. and applicable international export-control and economic-sanctions laws. Customer shall comply with anti-corruption laws and shall not cause 360 Visibility to violate them.

24. Marketing Use of Name

360 Visibility may use Customer's name and logo in client lists and case references without disclosing Confidential Information. Customer may opt out by written notice.

25. Force Majeure

360 Visibility is not liable for delay or failure caused by events beyond its reasonable control, including acts of God, labour disputes, supplier failures, war, terrorism, government action, network or telecommunications failures and provider outages. Force majeure does not excuse Customer's obligation to pay amounts accrued, committed or invoiced for Services provided or commitments already placed with a provider.

26. Notices, Electronic Signatures and Counterparts

Notices must be in writing and sent to the addresses stated in the Order Form or later updated in writing. Electronic signatures, click acceptance, electronic orders and counterparts are valid. Notices concerning non-renewal, termination, billing disputes or Transfers are effective only upon receipt by 360 Visibility at the notice address or designated email in the Order Form.

27. Assignment

Customer may not assign this Agreement, an Order Form or payment obligation without 360 Visibility's written consent. 360 Visibility may assign to an affiliate, financing party or in connection with a merger, acquisition, reorganization or sale of substantially all assets. A permitted assignment does not release Customer unless 360 Visibility expressly agrees in writing.

28. Governing Law

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

29. Entire Agreement; Severability; Waiver; Survival

This Agreement, together with Order Forms and incorporated provider terms, is the entire agreement concerning its subject matter. If a provision is unenforceable, it shall be enforced to the maximum lawful extent and the remainder remains effective. Failure or delay to enforce is not a waiver. Payment obligations, minimum commitments, transfers, early termination, no-avoidance obligations, confidentiality, intellectual property, indemnities, limitations of liability, audit and reconciliation, dispute resolution, governing law and all provisions that by their nature should survive shall survive expiration or termination. Without limitation, Sections 3, 5 through 7, 9.4 through 9.5, 10.3, 11 through 14, 17 through 22 and 24 through 29 survive.

CUSTOMER ACKNOWLEDGEMENT

By accepting this Agreement or an Order Form, Customer acknowledges that fixed-term subscription commitments may remain payable for their full term even when invoiced monthly, and that changing providers, discontinuing use, suspension, administrative changes or a termination request does not by itself cancel those commitments.