

AVENIR SERVICES – TERMS OF SERVICE (Canada excluding Quebec)

These Terms of Service constitute a legally binding agreement between Vision Travel DT Ontario-West Inc., having its registered office at 251 Consumers Road, Suite 700, Ontario M2J 4R3, Canada (dba **“Direct Travel”**); and the legal entity identified in the applicable Order Form (**“Customer”**).

1 DEFINITIONS

- 1.1 **“Agreement”** means the Order Form together with these Terms of Service and any schedules or addenda expressly incorporated by reference.
- 1.2 **“Authorized Users”** means Customer’s employees, contractors and Travelers authorized to access and use the Avenir Platform.
- 1.3 **“Avenir Platform”** means the combination of Spotnana, Inc.’s online booking tool together with Direct Travel’s Avenir™ technology environment.
- 1.4 **“Confidential Information”** means all non-public information disclosed by one Party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**), whether in written, electronic, oral or other form, that: (a) is designated as confidential; or (b) by its nature or the circumstances of disclosure reasonably should be understood to be confidential.
- 1.5 **“Customer Data”** means data submitted by or on behalf of Customer in connection with the Services, excluding anonymised and aggregated data.
- 1.6 **“Effective Date”** means the date specified in the Order Form.
- 1.7 **“Fees”** means the fees payable by Customer for a Trip as set out in the Order Form.
- 1.8 **“Go Live Date”** means the date on which first Trip is made by a Traveler.
- 1.9 **“Initial Term”** means a period of four (4) years from the Go Live Date.
- 1.10 **“Intellectual Property Rights”** means any patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.11 **“Order Form”** means the commercial summary sent by Direct Travel to the Customer and which become binding once accepted by the Customer specifying the Services.
- 1.12 **“Personal Data”** means personal data as defined under applicable data protection law including the Personal Information Protection and Electronic Documents Act (PIPEDA).
- 1.13 **“Services”** means (i) access to and use of the Avenir Platform; and (ii) associated travel management, booking, agency, reporting and support services.
- 1.14 **“Term”** means the Initial Term and any extension as described in Clause 13.2.
- 1.15 **“Travel Agreement”** means the contract concluded between Customer (or Traveler) and the relevant Travel Service Provider.
- 1.16 **“Travel Service Provider”** means any third-party supplier of Travel Services.
- 1.17 **“Travel Services”** means transportation, accommodation or related travel arrangements provided by Travel Service Providers.
- 1.18 **“Traveler”** means any natural person for whom Travel Services are booked.
- 1.19 **“Trip”** means a travel transaction initiated by or on behalf of Customer through the Services for one (1) Traveler, comprising one or more travel components linked under a single booking reference or passenger name record. A Trip includes: (a) the original booking; (b) reasonable 24/7 support related to that booking; and (c) subsequent changes, cancellations or additions made to the same booking reference.
A new Trip shall be deemed to occur where: (a) a separate booking reference or passenger name record is created; (b) a new travel component is booked that is not linked to the original booking reference; (c) a Traveler name change occurs; or (d) multiple Travelers are included in the same itinerary (each Traveler constitutes a separate Trip). Fees are assessed per Traveler, per Trip. Direct Travel’s transaction reporting system shall be determinative for calculation of Trips and Fees absent manifest error.

2 ORDER AND FORMATION

- 2.1 The Order Form sent by Direct Travel to the Customer constitutes an offer to provide the Services set out therein.
- 2.2 The Order Form shall be deemed to be accepted when the Customer issues written acceptance (whether by email reply, digital signature, or otherwise), at which point and on which date the Agreement will come into existence.
- 2.3 These Terms of Service apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3 SERVICE STRUCTURE AND AGENCY STATUS

- 3.1 Direct Travel provides the Services in accordance with this Agreement.

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- 3.2 In arranging Travel Services, Direct Travel acts as agent for the relevant Travel Service Provider and is not a party to the Travel Agreement unless expressly agreed otherwise in writing.
- 3.3 The Travel Agreement is concluded directly between Customer (or Traveler) and the relevant Travel Service Provider.
- 3.4 Unless expressly set out in the Order Form, the Services do not include dedicated personnel, bespoke development, guaranteed response times or specific service levels.
- 3.5 Nothing in this Agreement creates a partnership, joint venture, employment relationship or agency relationship beyond the agency role described in Clause 3.2.

4 AVENIR PLATFORM ACCESS, OWNERSHIP AND USE

- 4.1 Subject to payment of Fees, Direct Travel grants Customer a limited, non-exclusive, non-transferable, non-sublicensable licence during the Term to permit Authorized Users to access and use the Avenir Platform solely for internal business travel purposes.
- 4.2 All Intellectual Property Rights in the Avenir Platform and related materials remain vested in Direct Travel or its licensors. Customer retains ownership of Customer Data.
- 4.3 Customer shall restrict access to Authorized Users, maintain credential confidentiality, remain responsible for account activity, and promptly notify Direct Travel of unauthorized access.
- 4.4 Customer shall not reverse engineer, decompile, create derivative works, resell, scrape data, benchmark, interfere with system integrity, or use the Avenir Platform unlawfully.
- 4.5 Direct Travel may modify the Avenir Platform functionality to improve service quality, address security risks, comply with law, or reflect supplier integrations. Direct Travel will not materially reduce core functionality without reasonable notice.
- 4.6 AI-enabled features and reporting tools are provided for informational purposes only. Customer remains responsible for reviewing travel arrangements. AI outputs are not guaranteed to be complete or error-free.
- 4.7 No specific uptime commitment applies unless expressly agreed. Direct Travel may suspend access where reasonably necessary to protect system integrity, prevent misuse, comply with law, or address non-payment of undisputed amounts.

5 TRAVEL SERVICES

- 5.1 Direct Travel does not guarantee performance of Travel Service Providers.
- 5.2 Direct Travel shall not be liable for acts or omissions of Travel Service Providers, schedule changes, pricing changes, supplier insolvency, or automated reservation errors.
- 5.3 Customer's sole recourse lies against the relevant Travel Service Provider.
- 5.4 Customer may request to have Direct Travel provide various group travel or meetings and events services, including, but not limited to, end to end meeting logistics, group hotel sourcing/contracting, web registration, meeting technology, group air movements, group ground transportation, onsite staffing, and support, etc. as may be required. Any group travel, meetings or incentive services provided by Direct Travel to the Customer shall be subject to separate terms and conditions and fee agreements.

6 FEES AND PAYMENT

- 6.1 Fees are set out in the Order Form and are exclusive of GST/HST.
- 6.2 The Customer shall pay the Fees and any Travel Service Provider charges by credit card at point of sale.
- 6.3 Direct Travel has certain agreements in place with Travel Service Providers/travel intermediaries, under which Direct Travel is entitled to compensation and/or other benefits. Such compensations/benefits are for the sole benefit of Direct Travel.
- 6.4 Where Direct Travel is charged merchant fees by banks in instances where the Customer's lodged credit card is presented for payment by Direct Travel, these merchant fees will be passed on to the Customer.
- 6.5 Fees may be increased each year on 1 January in line with the percentage change increase in the total Consumer Price Index over the past twelve months published by the Bank of Canada and will be rounded to the closest 25 cents upon thirty (30) days' notice.

7 DATA PROTECTION

- 7.1 Each Party shall comply with applicable data protection laws, including The Personal Information Protection and Electronic Documents Act (PIPEDA), the Personal Information Protection Act (Alberta) and the Personal Information Protection Act (British Columbia) in connection with the processing of Personal Data under this Agreement.
- 7.2 Depending on the nature of the processing activity, Direct Travel may act as: (a) Processor, where it processes Personal Data on behalf of Customer in connection with the booking and management of Travel Services; and/or (b) Independent Controller, where it processes Personal Data for its own legitimate purposes, including fraud prevention, sanctions screening, regulatory compliance, service security, or operational analytics.
- 7.3 Where Direct Travel acts as Processor: (a) it shall process Personal Data only on documented instructions from Customer (including as set out in this Agreement and the applicable Order Form); (b) it shall ensure that persons

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authorized to process Personal Data are subject to confidentiality obligations; (c) it shall implement appropriate technical and organisational measures to protect Personal Data in accordance with applicable law; (d) it shall not engage a sub-processor without ensuring that such sub-processor is subject to written contractual obligations providing at least the same level of data protection as set out in this Clause; (e) it shall assist Customer, taking into account the nature of the processing, with responding to requests from data subjects and meeting Customer's obligations, where reasonably requested.

- 7.4 Direct Travel may engage sub-processors in connection with the provision of the Services, including hosting providers, technology partners and global distribution systems. Direct Travel shall remain responsible for the performance of its sub-processors' data protection obligations in accordance with this Agreement.
- 7.5 In the event of a confirmed Personal Data breach affecting Customer Data, Direct Travel shall notify Customer without undue delay and, where feasible, within seventy-two (72) hours of becoming aware of such breach. Direct Travel shall provide available information reasonably necessary for Customer to meet its regulatory obligations and shall take commercially reasonable steps to mitigate the effects of the breach.
- 7.6 Direct Travel may transfer Personal Data internationally as necessary to provide the Services, including to Travel Service Providers and global distribution systems, subject to appropriate safeguards under PIPEDA (including, where applicable, lawful transfer mechanisms).
- 7.7 Direct Travel may use de-identified and aggregated data derived from the provision of the Services to improve travel management services, reporting, analytics and automation tools. Identifiable Customer Data shall not be used to train general-purpose machine learning models unless expressly agreed in writing.
- 7.8 Customer shall ensure that it has provided appropriate notices to Travelers and has a lawful basis for disclosing Personal Data to Direct Travel in connection with the Services.

8 CONFIDENTIALITY

- 8.1 The Receiving Party shall: (a) use Confidential Information solely for purposes of performing or receiving the Services under this Agreement; (b) not disclose Confidential Information to any third party except to its employees, contractors, professional advisers or affiliates who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those set out herein; (c) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, and in any event no less than reasonable care.
- 8.2 Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully known to the Receiving Party prior to disclosure; (c) is independently developed without use of the Disclosing Party's Confidential Information; (d) is lawfully obtained from a third party without restriction.
- 8.3 The Receiving Party may disclose Confidential Information where required by law, regulation or court order, provided that (to the extent legally permitted) it gives prompt notice to the Disclosing Party to allow it to seek protective measures.
- 8.4 Upon termination of this Agreement and upon written request, each Party shall return or securely destroy the other Party's Confidential Information, except to the extent retention is required by law or maintained in routine backup systems.
- 8.5 The obligations in this Clause shall survive termination of the Agreement for a period of five (5) years, and indefinitely in respect of trade secrets.

9 WARRANTIES

- 9.1 Each Party represents and warrants that: (a) it is duly organised and validly existing under applicable law; (b) it has full power and authority to enter into and perform this Agreement; (c) this Agreement constitutes a legally binding obligation.
- 9.2 Direct Travel warrants that it shall: (a) perform the Services with reasonable skill and care consistent with industry standards for technology-enabled travel management services; (b) provide the Services in material conformity with the Agreement and applicable laws.
- 9.3 Direct Travel does not warrant that: (a) the Platform will operate uninterrupted or error-free; (b) the Platform will meet Customer's specific business requirements beyond those expressly stated in the Agreement; (c) Travel Services will be continuously available from Travel Service Providers.
- 9.4 Where the Services incorporate third-party platforms, content or infrastructure, Direct Travel does not warrant the continuous availability or performance of such third-party components and shall not be liable for failures attributable to such third parties, except to the extent resulting from Direct Travel's breach of this Agreement.
- 9.5 The Platform integrates services and content from third parties (including Travel Service Providers and global distribution systems). Direct Travel does not warrant the performance, availability or accuracy of such third-party services.
- 9.6 Except as expressly stated in this Agreement, the Services and Platform are provided "as is" and "as available", and Direct Travel disclaims all implied warranties to the extent permitted by law, including warranties of merchantability, fitness for a particular purpose and non-infringement.

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- 9.7 Each Party shall indemnify and hold harmless the other Party from any third party claim arising out of any actual infringement of Intellectual Property rights, to the extent the infringement is caused by that Party's acts, omissions or breach of this Agreement.
- 9.8 Customer acknowledges that it has not relied on any statement, representation or warranty not expressly set out in this Agreement.

10 LIMITATION OF LIABILITY

- 10.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS, CORRUPTION OR INACCURACY OF DATA (EXCEPT TO THE EXTENT CAUSED BY A BREACH OF CLAUSE 7 (DATA PROTECTION)) OR BUSINESS INTERRUPTION, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 10.2 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO EACH ORDER CONFIRMATION, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY CUSTOMER TO DIRECT TRAVEL FOR THE PARTICULAR SERVICE, IN THE PRECEDING TWELVE (12) MONTHS GIVING RISE TO THE CLAIM.
- 10.3 The limitation of liability set forth above shall not apply to (i) liability resulting from Direct Travel's gross negligence or willful misconduct; (ii) death or bodily injury resulting from the applicable Party's negligent acts or omissions; and (iii) any other liability which cannot be excluded at law.
- 10.4 Direct Travel shall not be liable for the acts or omissions of Travel Service Providers, global distribution systems, cloud hosting providers or other third-party systems integrated with the Platform, except to the extent such liability cannot be excluded under applicable law.
- 10.5 The liability cap set out in Clause 10.2 applies in the aggregate to all claims arising in any twelve (12) month period and shall not apply separately per claim or per event.
- 10.6 Any claim arising under or in connection with this Agreement must be brought within twelve (12) months from the date the claiming Party became aware, or ought reasonably to have become aware, of the facts giving rise to the claim.
- 10.7 This Clause 10 shall survive termination or expiry of this Agreement.

11 COMPLIANCE

- 11.1 Each Party shall comply with all applicable laws and regulations in connection with this Agreement, including anti-bribery, anti-corruption, anti-money laundering, export control, sanctions and tax evasion prevention laws (including, where applicable, Corruption of Foreign Public Officials Act (Canada) and the Proceeds of Crime and Terrorist Financing Act (Canada)).
- 11.2 Customer represents that neither it nor its Travelers are subject to applicable sanctions restrictions and that it shall not use the Services in violation of export control or sanctions laws.
- 11.3 Direct Travel may refuse, suspend or terminate the provision of Services where reasonably necessary to comply with applicable sanctions, export control, anti-money laundering, anti-bribery laws or governmental security requirements. Such action shall not constitute a breach of this Agreement.
- 11.4 Customer shall provide information reasonably requested to enable Direct Travel to comply with applicable laws. Each Party shall promptly notify the other of any circumstance that materially affects its ability to perform this Agreement in compliance with applicable laws.

12 FORCE MAJEURE

- 12.1 Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent such delay or failure results from events beyond its reasonable control, including but not limited to natural disasters, war, terrorism, governmental action, pandemics, widespread travel disruption, telecommunications or internet failures, cloud or global distribution system outages, or sanctions restrictions.
- 12.2 The affected Party shall notify the other Party as soon as reasonably practicable and use commercially reasonable efforts to mitigate the impact of the event.
- 12.3 If the Force Majeure event continues for more than sixty (60) consecutive days and materially affects the provision of the Services, either Party may terminate the affected Services upon written notice without liability (other than amounts accrued prior to termination).

13 TERM AND TERMINATION

- 13.1 This Agreement shall commence on the Effective Date and continue for the Initial Term specified in the Agreement.
- 13.2 Upon expiry of the Initial Term, the Agreement shall continue on an indefinite basis unless and until terminated in accordance with clause 13.3.

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- 13.3 Following expiry of the Initial Term, either Party may terminate the Agreement for convenience upon not less than six (6) months' prior written notice. Termination for convenience is not permitted during the Initial Term unless expressly agreed in the Order Form.
- 13.4 Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to remedy the breach within thirty (30) days of receiving written notice.
- 13.5 Upon termination, Customer's right to access and use the Platform shall cease and all accrued but unpaid Fees shall become immediately due. Clauses relating to confidentiality, data protection, compliance, limitation of liability and governing law shall survive termination.

14 MISCELLANEOUS

- 14.1 Direct Travel may amend these Terms of Service upon thirty (30) days' written notice.
- 14.2 Customer may not assign without consent.
- 14.3 Direct Travel may assign to an affiliate or in connection with corporate restructuring.
- 14.4 If any provision is invalid, remaining provisions remain in effect. Failure to enforce a right shall not constitute waiver.
- 14.5 Notices must be in writing and sent to the addresses in the Order Form.

15 GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 All matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada.
- 15.2 The parties agree that any legal suit, action or proceeding arising out of or relating to the Agreement 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 or proceeding.

16 ENTIRE AGREEMENT

- 16.1 The Agreement constitutes the entire agreement between the Parties.
- 16.2 In the event of conflict between the Order Form and these Terms of Service, the Order Form prevails.