

DUXIA

Technologies Inc.

Master Service Agreement (MSA)

MSA — DUXIA legal agreement

Version: 1.0

Effective date: as set forth in the parties' underlying agreement (to

CONFIDENTIAL — Contract use only

Version: 1.0 — **Effective date:** as set forth in the parties' underlying agreement (to be completed)

Important notice: *this is a template for informational purposes only — not legal advice. Have it reviewed by qualified counsel in Ontario (or other applicable province) before execution.*

1. Parties and acceptance

1.1 This Master Service Agreement (“**MSA**”) is between **DUXIA Technologies Inc.** (“**DUXIA**”) and the corporate or organizational customer (“**Customer**”).

1.2 Use of the services, execution of an order form, or online acceptance of these terms constitutes acceptance of this MSA and documents incorporated by reference (privacy policy, DPA, SLA where applicable).

2. Services

2.1 DUXIA provides a **forensic analysis** platform (manipulation detection, document fraud signals, scores and related metadata), as described on the website or in commercial specifications.

2.2 DUXIA may evolve features for security, compliance, or product improvement, subject to reasonable notice where a change is materially adverse to enterprise Customers.

3. Customer obligations

3.1 The Customer represents it has the rights and authorizations necessary to submit files and data for analysis.

3.2 The Customer must not circumvent security controls, abuse APIs, or use the service for unlawful purposes or purposes prohibited under Ontario or Canadian law.

3.3 The Customer is responsible for ensuring its use complies with **PIPEDA**, Ontario's **Consumer Privacy Protection Act, 2024** (CPPA) where applicable, and any sector-specific regulations.

4. Intellectual property

4.1 DUXIA IP. DUXIA and its licensors retain all rights in software, APIs, user interface, documentation, and **DUXIA** trademarks.

4.2 License to Customer. DUXIA grants the Customer a non-exclusive, non-transferable license (terminable for breach) to access and use the services in accordance with this MSA during the term.

4.3 Customer data. The Customer retains ownership of its submitted data and content. DUXIA does not acquire ownership rights in such content, except for a limited license to host, process, and display results as part of the service.

4.4 Feedback. The Customer's feedback and suggestions may be used by DUXIA without obligation of compensation, subject to applicable privacy law.

5. Confidentiality

5.1 Each party will protect the other's confidential information using the same degree of care it uses for its own similar information, during the term and for **five (5) years** thereafter (or longer for trade secrets under applicable law).

5.2 Obligations do not apply to information that is public, rightfully received from a third party, or disclosed pursuant to legal obligation.

6. Limitation of liability

6.1 To the fullest extent permitted by the laws of Ontario and Canada, except for (a) fraud; (b) gross negligence or willful misconduct; (c) death or personal injury caused by negligence; (d) liabilities that cannot be limited by law:

- each party's **aggregate** liability arising out of this MSA in any **twelve (12) month** period is **limited to the fees paid by the Customer to DUXIA** for the relevant services during that period; and
- neither party is liable for indirect, special, incidental, exemplary, or consequential damages, or for loss of profits, data, or business opportunities.

6.2 The services are provided “**as is**” and “**as available**”, subject to any expressly incorporated **SLA** for enterprise plans.

7. Billing and non-payment

7.1 Fees, applicable taxes, and payment methods are as stated in the order form or billing portal (e.g., **Stripe**).

7.2 DUXIA may suspend or terminate access for persistent non-payment after reasonable notice, without prejudice to other remedies.

8. Termination

8.1 Convenience. Unless a minimum term is negotiated, either party may terminate with **thirty (30) days'** prior written notice before the end of the then-current billing period.

8.2 Cause. Either party may terminate for material breach not cured within **thirty (30) days** after written notice, or immediately for serious legal or security violations.

8.3 Effects. Upon termination, the right to use the service ceases; DUXIA deletes or anonymizes data in accordance with the DPA and documentation, subject to legal retention obligations.

9. Governing law, language, and disputes

9.1 This MSA is governed by the **laws of the Province of Ontario** and the federal laws of Canada applicable therein, without regard to conflict-of-law rules.

9.2 A French version may be provided for convenience; if an English version is negotiated and designated controlling in the order form, that designation prevails in case of inconsistency.

9.3 The courts of **Toronto, Ontario**, have exclusive jurisdiction, absent a mandatory conflicting rule or a separately accepted written arbitration agreement.

10. General

10.1 Assignment. The Customer may not assign this MSA without DUXIA's prior written consent (not unreasonably withheld for a merger or internal reorganization). DUXIA may assign in connection with a merger, acquisition, or asset sale.

10.2 Force majeure. Neither party is liable for delay due to events beyond its reasonable control (natural disaster, war, widespread internet failure, etc.), subject to mitigation efforts.

10.3 Entire agreement. This MSA and incorporated documents constitute the entire agreement on the subject matter.

10.4 Changes. DUXIA may update this MSA with reasonable notice; for enterprise Customers, materially adverse changes require at least **thirty (30) days'** notice or the mechanism set forth in a signed master framework.

11. Contact

<https://dunia.app/contact>

Template document — DUXIA Technologies Inc.