

## WWW.MAIA-GEO.COM AND WWW.MASW.AI TERMS OF USE

### Terms of Use

This site and software is owned by Geophysics MAIA-GEO International inc. ("MAIA-GEO"). The site's content and trademarks are the property of MAIA-GEO or other rights owners.

By opening and using the website, you agree to the current terms and conditions applicable to the site. The terms and conditions are subject to change and it is your responsibility as a visitor to the website to keep up to date with any changes.

The website is governed by Canadian law, except for the rules governing the choice of law. Disputes arising shall be settled by a Canadian court.

These Terms of Use ("Terms") govern your visit and use of our websites on [www.maia-geo.com](http://www.maia-geo.com) and [www.masw.ai](http://www.masw.ai) and form a legally binding agreement between you as a visitor on our website and MAIA-GEO. These terms apply to all related use such as but not limited to online, offline and hybrid environment scenarios.

Any changes to these Terms will be effective when they are published on this page. Each visitor is responsible for checking this page regularly for the latest version. If you do not agree with them, we recommend you leave our website. You also may read our Privacy and Cookie Policy and our General Terms and Conditions of Service, which, together with these Terms, form the legal relationship between MAIA-GEO and you. In the case of conflicting provisions with these Terms, the General Terms of Service and Privacy and Cookie Policy shall always prevail.

You acknowledge and agree that we provide solely to visitors the access to our website and the use of all data and information published thereon. MAIA-GEO retains all right, title, and interest in and to the website, software, and services that we offer. All content remains our exclusive property. You agree that the website's content may not be shared, distributed, or sold by you to any third parties. Moreover, you must refrain from reproducing, summarizing or in any other form sharing that content.

We claim all (intellectual) property rights, and you shall refrain from violating our rights. From time to time, we may make inquiries as to which information or data you have in your possession, and we may request the immediate destruction and removal of such information and/or data in your possession.

You agree that you will indemnify, defend and hold us harmless from any liability, loss, claim and expense, including reasonable attorney fees, arising from your use of our website and your breach of these Terms.

All information on our website is provided "as is", and you agree that your use of our website is at your own risk. We reject any warranties of all kind, included but not limited to, any express or statutory warranties, and any implied warranties. We do not warrant that our website will always be reachable, error-free, or uninterrupted.

We may use for non-commercial purposes, business names, logos, and specific products and services from our past clients on our website. Such use is for the sole purpose of informing our website visitors. By no means, its purpose is to compete with your business or confuse the public by publishing these names and logos. If you find your company's logo and name on our

website, you do not agree with it and you want to have it removed, please email us at [info@masw.ai](mailto:info@masw.ai).

If any part of these Terms are deemed to be invalid or unenforceable by a court, that part shall be limited in its scope, and the rest of these Terms and conditions are fully enforceable and legally binding.

Maia-Geo offers a cloud-based solution for the processing and interpretation of seismic data. Our software manages and generates geophysical data and maps and graphs of detected layers, physical properties, and geological features in the subsurface (“Services”), and those Services are accessible through our web application we offer on [www.maia-geo.com](http://www.maia-geo.com) and [www.masw.ai](http://www.masw.ai) (“Platform”).

These Terms are not the only document that governs your relationship with MAIA-GEO. Please read our Privacy and Cookie Policy that explains how we treat your personal data and protect your privacy. By using our Services, you agree that MAIA-GEO can use your data in accordance with our privacy policies. If there are any conflicting terms, the privacy policy shall always prevail.

These General Terms and Conditions of Services (“Agreement”) outline the terms and conditions regarding your access and use of our Services. This Agreement forms a binding contract between each User (“you”, “your” or “your(s)”) and Geophysics MAIA-GEO International inc. (“we”, “us” or “our(s)”), a Canadian entity registered under the laws of the Province of Québec with company number 1176127497.

## 1. Users

### Acceptance

To use our Services, you must first agree to this Agreement and any other terms that may apply. Furthermore, you represent you have not previously been suspended or removed from our Services. If you do not accept this Agreement, you are not permitted to use our Services. The way in which you agree with this Agreement is by registering to our Services and agreeing with these terms.

### Legal Representative

You accept this Agreement and agree either on your behalf or as a legal representative of the company you act for.

### Authorized User(s)

You shall be the principal User authorized by us (“Authorized User”). The rights in and to the Services are limited to one Authorized User only and cannot be shared or used by a third-party company or other individuals (natural persons) than the Authorized User. Other users may not use the same account by shared login credentials. Only one person can be associated with one User account.

### Account protection

To protect your maia-geo account, you must keep your password and other login credentials confidential. You are solely responsible for all activity that occurs on your MAIA-GEO account.

## 2. Seismic Processing Services

### Services

This Agreement sets forth the terms and conditions under which we agree to provide solely to Authorized Users the subscription for and access to the Services and our Platform. The

meaning and scope of our Services shall always be according to the most recent definition laid down in this Agreement. Unless otherwise stipulated in this Agreement, we retain all right, title, and interest in and to our Services.

#### Proprietary Rights

The Service and any component thereof are exclusively owned and operated by MAIA-GEO. The visual interfaces, design, information, data, computer code (source code and object code), products, software, services, and all other elements in and to the Service are protected by international intellectual property laws and regulations.

#### Warranty of Originality

We represent and warrant that we are the owner of the Services and our Platform, and each component thereof. In addition, we represent and warrant that our Services will be its own original work, without incorporation of your software, texts, images, or any other assets created by you or third-parties, except to the extent that you consent to such incorporation in writing.

#### Third-Party

We may make use of third-party software libraries and/or compilers. All use of such software is always in full compliance with the respective rights of use.

### 3. Licensing

#### No License

Nothing in this Agreement shall be deemed to constitute the grant of a license of any sort or any other right in our proprietary software, patents, trade and Service marks, rights, copyrights interests, (personal) data, or any other interest in the web application or computer program, including source code, forms, schedules, manuals, other proprietary items or intellectual property utilized or provided by us in connection to this Agreement.

#### Generated Content and Ownership

The purpose of the Services and our Platform is to generate geological content, included but not limited to geophysical data and interpretations, maps, models, folders, data, texts, 2D and 3D models, images, and any other data rendered by our Services ("Content"). Unless otherwise indicated, each Authorized User shall retain ownership of all right, title and interest in and to any Content generated with the use of our Services.

#### Content Licensing

To the extent you retain ownership of all right, title, and interest in and to any Content, you shall license the Content to us, so we are able to store, process, and transmit the Content to you. As a result, you grant to MAIA-GEO, including our employees, affiliates, and contractors, a non-exclusive, worldwide license to store, reproduce, process, transmit, display the Content. The license mentioned above shall continue, also when you cease using our Services.

#### Content Representations and Warranties

Each Authorized User is solely responsible and liable for the Content that is generated through the use of our Services, and actions taken by any third-party based on the Content. You represent and warrant that as a User you are the creator and owner of, or have all the necessary rights, licenses and permissions to distribute the Content

#### Content Disclaimer

You understand and acknowledge that you are solely responsible and liable for generating the Content, and any decisions or acts taken by any third-party on the basis of the Content. We are under no duty to edit or control the Content that you or other users generate. MAIA-GEO

may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or the applicable law, or is otherwise objectionable.

#### Content Waiver

You agree to waive any legal, equitable rights or remedies you have or may have against MAIA-GEO concerning the Content. The provisions regarding Disclaimers and Indemnification in this Agreement shall apply accordingly.

#### Content expiry

After a free trial or a paid subscription expires, all processed Content that was created on our Platform with the associated MAIA-GEO account is deleted based on our retention policy. This means after your subscription has expired the Content remains accessible for ninety (90) days.

#### Fair Use Policy

You understand and agree that your use of our Services is subject to this Fair Use Policy, meaning you shall use our Services and Platform with all caution and in a reasonable manner. Our services are not intended for requesting more server power than is reasonable. This means you must use reasonable amounts of CPU power, data, and traffic through the use of our Platform. In case we detect unordinary large amounts of data usage, we will first contact you to discuss matters to continue our relationship. In any event, we may limit the access to your account temporarily or terminate it for an indefinite amount of time.

## 4. Prohibited Use

You may use the Services only for lawful purposes and in accordance with this Agreement. We encourage you to inform us if you believe another user has violated the terms or has otherwise engaged in illegal conduct or prohibited use(s). In the event of a violation of this subparagraph, we may seek legal action against you, including sending notice letters to you and your customers or end-users that you are unlawfully distributing data obtained from the Services.

You agree not to, and will not encourage, assist, or enable third-parties to use the Services:

- Except as expressly authorized by us, to modify, reproduce, distribute, translate, create derivative works, publicly display, sell, or in any other form exploit our intellectual property rights, trade secrets patents, trademarks and/or copyrights
- To access or copy in bulk or index any portion of the Services or develop any program or script, or another automatic process that scrapes the Services
- To attempt to interfere with the proper functioning of the Services
- To reverse engineer or decompile the Services or Platform, or any portion thereof
- To use our Services to transmit any computer worms, viruses or other harmful, destructive programs, or attack the Services via a denial-of-service attack or distributed denial-of-service attack.
- To violate any applicable national, international, local, or state law or regulation
- Violate any third-party intellectual property right, trade secret patent, trademark, copyright
- Violate these terms or any other agreement, policy or rules communicated to you by us

## 5. Fees

### Fees

You acknowledge and agree to pay us the usage fees for our Services we provide under this Agreement, and as set forth in the "Pricing". All fees paid by you remain non-refundable and

may include the applicable taxes. We reserve the right to amend fees and other charges for a subsequent renewal cycle.

#### Chargeback

If you initiate a chargeback or otherwise reverse a payment, we may, in our sole discretion immediately terminate your account. All charges we make for purchases remain non-refundable, and we never make refunds for partially used periods. In addition, we may retain the Content.

## 6. Warranties and Disclaimers

### Representations and warranties

We provide our Services using a commercially reasonable level of care and expertise. However, the Services and our Platform may contain errors and/or inaccuracies that could result in system failures or the (permanent) loss of information and data. In addition, we reserve the right to amend, suspend, remove, disable access any Services at any time without prior notice, or may remove our Services for an indefinite period of time, for which we fully disclaim our liability.

### Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF OUR SERVICES IS AT YOUR SOLE RISK AND THAT THE FULL RISK AS TO SATISFACTORY PERFORMANCE, ACCURACY AND OVERALL QUALITY LIES WITH YOU. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL POSSIBLE ERRORS AND WITHOUT WARRANTY OF ANY KIND.

WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO OUR SOFTWARE AND SERVICES EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING AND WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING NON INFRINGEMENT OF THIRD PARTY RIGHTS, OR COMPATIBLENESS WITH FUTURE THIRD-PARTY PRODUCTS, SOFTWARE OR SERVICES.

AS PERMITTED BY LAW, WE AND OUR SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

YOU FULLY ACKNOWLEDGE AND AGREE THAT THE SERVICES AND OUR PLATFORM ARE NOT INTENDED OR SUITABLE FOR USE IN ENVIRONMENTS WHERE THE USE OF OUR SERVICES AND PLATFORM WILL LEAD TO CONDUCT, ACTIONS OR DECISIONS THAT COULD RESULT IN DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL OR PROPERTY DAMAGE.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF MAIA-GEO, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES AND ACCESS THE PLATFORM.

### Indemnification

You agree to defend, indemnify, and hold MAIA-GEO and our affiliates, agents, and employees harmless from and against any demands, loss, liability, claims or expenses (including reasonable attorneys' fees) made against us by any third party due to or arising out

of your use of the Service(s), including any actions taken as a result of the use of our Service(s) by third-parties.

#### Term and termination

The Term of this Agreement shall commence on the date you subscribe to our Services and shall end upon your notification of termination.

#### Termination

This Agreement, including our Services and all rights and obligations granted by us, will terminate with immediate effect:

- If you fail to comply with any stipulation in this Agreement and you will not cure such breach within ten (10) days after we have become aware of such breach
- If you fail to pay your due fees, your company dissolves, ceases or becomes insolvent, or files for bankruptcy
- If you engage in any fraudulent, improper, unlawful, or misleading act(s) in relation to this Agreement, and our Services.

#### Effect of Termination

Upon expiration or termination of this Agreement your right to use the Services shall stop, and MAIA-GEO shall have no further obligation to make the Services and Content available to you. You must pay any unpaid fees for the remainder of the term prior to the termination date. MAIA-GEO will have no obligation whatsoever with respect to the Content, and in case there are payments due, we may retain the ownership of any and all Content.

## 7. Miscellaneous

#### Amendments

We may amend the terms of this Agreement at any time. To continue using our Services, you must accept and agree to the new terms. If you do not agree to the new terms, you may not use our Services, and your subscription will be suspended or terminated by us.

#### Entire Agreement

This Agreement constitutes the entire Agreement between the Parties, you expressly agree that this Agreement may be executed in counterparts and delivered by publicizing on the website, PDF or in any other matter.

#### Headings

The headings used in this Agreement are included for the benefit of the parties and shall have no effect whatsoever on the terms in this Agreement, or its interpretation or meaning.

## 8. Conflict Resolution

#### Dispute resolution

Subject to the provisions of this Agreement regarding applicable law and arbitration, Parties agree not to commence any legal proceeding with respect to any dispute that may arise out of this Agreement. Parties agree to take the following steps first in the event of a dispute, conflict, or disagreement. ("Dispute").

1. The Party who claims first there is a Dispute, will send the other Party a written notice setting out the nature of the Dispute
2. The Parties will subsequently try to resolve the Dispute through direct negotiation among the Parties

3. The Parties agree to attempt to resolve all disputes arising out of or in connection with this contract, or in respect of any legal relationship associated with it or from it, by mediated negotiation with the assistance of one neutral person appointed by the Swedish court.
4. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be referred to and finally resolved by MAIA-GEO.
5. Each Party shall bear one half the cost of the mediation and arbitration filing and hearing fees, and the cost of the arbitrator and the Party's own respective attorney's fees.

## Privacy Policy

MAIA-GEO ("Our", "We" or "Us") collect(s) personal and non-personal data ("Data" or "Personal Data") from all its users of the services it officers. This Privacy and Cookie Policy ("Policy") is in compliance with the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the Canadian Personal Information Protection and Electronic Documents Act S.C. 2000, c. 5 ("Pipeda"), the California Consumer Privacy Act 2020 ("CCPA"), and any other applicable law that may apply to visitors to our website, and any other customer or user of our services ("User(s)").

### 9. Type of data collected

The following are examples of types of data that MAIA-GEO may collect:

- First and last name
- Company name
- Physical address(es)
- Phone number(s) and email address(es)
- Login credentials and password
- Geographical position and geophysical data
- Country and city

Personal data is always voluntarily provided by the user, or in case of usage data, automatically collected when using our services. Complete details on each type of data we collect are provided in the dedicated sections in this policy or by specific explanation displayed prior to the data collection event initiated through use of our services.

Unless otherwise specified, all data requested by MAIA-GEO is obligatory, and failure to provide such information may make it impossible for MAIA-GEO to provide the requested services to users. In the event, MAIA-GEO states that providing certain data is not mandatory, users may refrain from communicating it with us. Users who would like to know what data is required to use our services may contact us at [info@masw.ai](mailto:info@masw.ai)

### 10. Data processing

We undertake all appropriate security measures to prevent unauthorized access to user data. The processing of data is generally carried out using IT-enabled tools, following organizational procedures strictly related to the purposes indicated in this policy.

Data may be accessed by our employees, contractors and agents, and as long as they are authorized and involved with the operation of MAIA-GEO. This access may include use by approved external parties, such as service providers, mail carriers, and hosting providers.

## 11. Legal basis of processing

Under the applicable laws and regulations, we may process data related to users if one of the following legal bases apply:

- Users have given their consent for one or more purposes under the law, until the user has objected to such processing ("opt-out");
- The delivery of data is necessary for the performance of a legal duty, an agreement with the user or pre-contractual obligations;
- The processing is required to comply with a legal obligation to which we are subject, related to a task that is carried out in the public interest, or necessary for legitimate interests pursued by us or any third party.
- We are always prepared to answer any questions in order to clarify the legal basis that applies to the processing, and in particular whether the provision of your personal data.

## 12. Venue of processing

The data is processed at our offices and in any other place where users are located. The transfer of data may take place, meaning that the data may be transferred to another country. Users must be aware of the section explaining the processing of data and learn about the legal basis of such a transfer.

## 13. Retention time

Your personal data shall be stored and processed for as long as the legitimate purpose requires it. In case of our legitimate interest, the data shall be kept as long as necessary. Users may find information regarding the legitimate interests within the relevant sections of this policy or by contacting us directly.

We may retain personal data for a longer period as long as you have not withdrawn your consent. We may be obliged to retain personal data for a more extended period whenever there is a legal obligation issued by an authority.

Once the retention period has been expired, the data will be deleted, as a result users lose the right to exercise the right to access, delete, correct and transfer the data.

## 14. Purposes of processing

The data concerning the user is collected and processed for the following purposes:

- Providing services to our users
- Analytics and content features
- Behavioural targeting
- Hosting and backend infrastructure
- Managing contacts, communicating and answering inquiries
- Managing support services and contact requests
- Payments
- Platform services and hosting
- Registration, authentication and login credentials
- Site and IT security
- Social plugins
- Spam protection
- User management

Examples of third-party data processors that MAIA-GEO uses. Please read their respective privacy policies, because they contain important rights regarding user's privacy rights. Google Analytics, (Google, Inc.) USA



Google Analytics and its scripts are used to log visitors  
[policies.google.com/privacy](https://policies.google.com/privacy)

Stripe (Stripe, Inc.) USA

Users are redirected to Stripe, and they capture the payment information. MAIA-GEO never handles credit card numbers.

[stripe.com/privacy](https://stripe.com/privacy)

## 15. Device and usage data

Irrespective of the device you use to access our services, we may receive information from that device such as geographical location, IP address(es), screen size and other hardware information. We collect this information from your device(s) in accordance with the consent that users have given.

MAIA-GEO may collect usage data automatically through our services or third-party data processors. Such information can include: the IP addresses or domain names of the computers utilized by the users who use MAIA-GEO, the time of user's request, the method used to submit requests to the server, the size of the file received in response, the country of origin, the features of the browser and the operating system, the time spent on each page within the application and the details about the path followed within the website or mobile application, and any other parameters about the device operating system and user's IT environment.

## 16. Data subject rights

Users may exercise certain legal rights under the applicable laws. Please read the following list carefully.

- Access their data
- Deletion of their data or otherwise have it permanently removed
- Object to processing of their (personal) data
- Receive their data and have it transferred to another controller
- Restrict to the processing of their data
- Verify and request rectification
- Withdraw their consent at any time

## 17. Underaged users

Users represent that they are adult according to the applicable law. Minors may use MAIA-GEO only with the assistance of a parent or legal guardian. Under no circumstance, persons under the age of 13 may use MAIA-GEO and we shall never collect or process data from under-aged persons.

## 18. Details about the right to object to processing

Where personal data is processed for a public interest, we may process your data for the purposes of a legitimate interest. Users may object to such processing by providing a proper legal basis in connection to their objection.

We may also process information for marketing purposes. Users can object to such processing without providing any reason. Users, however, cannot object to the processing of personal data when it is necessary to provide our services to them.

## 19. How users exercise their rights

Any requests to exercise your rights mentioned in this policy can be directed to by email to [info@masw.ai](mailto:info@masw.ai). Such requests can always be exercised for free and will be addressed by us as early as possible, but always within one month.

## 20. Additional information about data collection and processing

We may use the user's personal data in court, and in the stages leading to legal action or a lawsuit arising from a conflict between MAIA-GEO and a user as a result of our services. As a result, MAIA-GEO may be required to reveal personal data upon request of public authorities.

## 21. Changes to this privacy policy

We reserve the right to make changes to this Privacy and Cookie Policy from time to time, and we may send you a notice via your contact information. We strongly recommend checking this webpage regularly, referring to the date of the last modification listed at the top of this page. In case the amendments of the policy affect processing activities performed based on user's consent, we shall obtain permission again from the users for the processing of personal data.

### Cookies

As is common practice with almost all professional websites, this site uses cookies, which are tiny files that are downloaded to your computer to improve your experience. This section describes what information they gather, how we use it and why we sometimes need to save these cookies. We will also share how you can prevent them from being stored however, this may downgrade or certain elements of our website's functionality.

## 22. Account related cookies

If you create an account with us, we will use cookies for the management of the signup process. These cookies will usually be deleted when you log out. In some cases, however, they may remain afterwards.

## 23. How we use cookies

We use cookies for different reasons as detailed below. There are no standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them, in case they are used to provide the service that you use.

## 24. Disabling cookies

You can prevent the placing of cookies by adjusting the settings on your browser (check your browser Help). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit, and results in disabling certain functionality and features of this site. It is recommended that you do not disable cookies.

## 25. Analytics

This site uses services such as Google Analytics. It helps us to understand how you use the site and ways that we can improve your experience. These cookies may track things such as

how long you spend on the site and the pages that you visit so we can continue to produce engaging content.

## 26. More information

If you find that you need more information, please contact us at [info@masw.ai](mailto:info@masw.ai).

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