

STEM GLOBAL SERVICES INC™

CANADA WEBSITE & COMMERCIAL TERMS AND CONDITIONS

1. Definitions

For purposes of these Terms:

- **“Company”** means **Stem Global Services Inc**, a Ontario Registered in Canada
- **“Website”** means any website operated by Company.
- **“User”** means any individual or entity accessing or using the Website.
- **“Customer”** means any individual or entity purchasing Services and/or Products.
- **“Services”** means consulting, engineering, embedded systems development, automation integration, electronics development, manufacturing, installation/commissioning, training, project management, and related offerings.
- **“Products”** means goods manufactured, assembled, integrated, or supplied by Company.
- **“Personal Information”** means information that identifies or relates to an identifiable individual.
- **“Confidential Information”** means non-public proprietary information disclosed in connection with business activities.
- **“SOW”** means Statement of Work; **“Manufacturing Order”** means a manufacturing/production order; **“PO”** means purchase order.

2. Website Terms of Use

2.1 Acceptance and eligibility

By accessing or using the Website, you agree to these Terms and represent that you are at least eighteen (18) years old and have authority to bind any entity you represent.

2.2 Intellectual property

All Website materials—including text, graphics, logos, trademarks, software, source code, documentation, and design elements—are owned by or licensed to Company and protected by applicable laws.

You receive a limited, non-exclusive, non-transferable, revocable license to view Website materials for lawful business purposes only.

2.3 Restrictions

You are specifically restricted from:

- Publishing Website material in any other media without permission;
- Selling, sublicensing, or otherwise commercializing Website material;
- Publicly performing or displaying Website material without permission;
- Using the Website in any way that is or may be damaging to the Website;
- Using the Website contrary to applicable laws and regulations;
- Engaging in data mining, data harvesting, data extracting, scraping, or similar activity;
- Using the Website to engage in advertising or marketing without authorization;
- Extracting content for AI training, automated replication, or competitive intelligence without written authorization.

Company may restrict access to any part of the Website at any time in its discretion. Any credentials are confidential and must be protected.

2.4 User Content

If you submit content (“User Content”), you represent you own or have rights to it and grant Company a worldwide, non-exclusive, royalty-free, sublicensable, irrevocable license to use, reproduce, adapt, publish, translate, and distribute the User Content in any media for legitimate business purposes. Company may remove User Content at any time.



2.5 Third-party tools and technical routing (California CIPA mitigation)

The Website may incorporate third-party tools (e.g., analytics, CAPTCHA, embedded video, scheduling widgets, security monitoring). You acknowledge that internet communications inherently require technical routing through third-party infrastructure and that technical logging (e.g., IP address, session identifiers, diagnostics) may occur as necessary for functionality and security. Use of the Website constitutes consent to such necessary operational processing and is not intended to record the content of private communications.

2.6 No professional advice

Website information is provided for informational purposes only and does not constitute legal, engineering, regulatory, or other professional advice.

2.7 Disclaimer of warranties

The Website is provided **“AS IS”** and **“AS AVAILABLE”** with all faults. Company makes no representations or warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

2.8 Limitation of liability (Website)

To the fullest extent permitted by law, Company shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, revenue, goodwill, or data, arising out of or relating to Website use. Company’s total aggregate liability for Website-related claims shall not exceed the greater of **USD \$100** or amounts paid by you to Company in the prior twelve (12) months.

2.9 Indemnification

You agree to indemnify and hold harmless Company (and its officers, directors, employees, affiliates, and agents) from and against any claims, liabilities, damages, costs, and expenses arising from your breach of these Terms, misuse of the Website, violation of law, or infringement of third-party rights.

2.10 Variation

Company may revise these Terms at any time. Continued use of the Website constitutes acceptance of revised Terms.

3. Commercial Terms for Services

These Commercial Terms govern Services and Products unless superseded by a separately executed written agreement signed by authorized representatives of both parties.

3.1 Order of precedence

In case of conflict:

1. 1. Signed master agreement (if any)
2. 2. Applicable SOW / Manufacturing Order
3. 3. These Terms

3.2 Independent contractor

Company is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

3.3 Customer responsibilities

Customer shall:

- Provide accurate specifications and requirements;
- Ensure design adequacy and regulatory compliance of Customer designs;
- Provide timely approvals/decisions and access to information/materials;
- Maintain adequate insurance as appropriate for Customer's end product and operations.

Company is not responsible for delays or defects caused by Customer failures or incomplete/incorrect information.



3.4 Change management

Scope changes require a written change order or written amendment signed by both parties. Changes may affect pricing, timeline, and resource allocation.

3.5 Fees, invoicing, and payment

Unless otherwise agreed in writing:

- Invoices are payable per stated terms.
- Late payments may accrue interest at the maximum lawful rate.
- Company may suspend Services for non-payment of undisputed amounts.
- Customer is responsible for applicable taxes except taxes based on Company income.

3.6 Suspension for risk

Company may suspend performance where necessary to address:

- Non-payment;
- Security or compliance risk;
- Export-control risk;
- Material breach.

3.7 Intellectual property allocation

- ****Background IP:**** Each party retains ownership of pre-existing IP.
- ****Deliverables:**** Ownership is defined in the SOW. Unless expressly transferred, Company retains its tools, templates, know-how, methods, and reusable components; Customer receives a limited license for internal business use.

3.8 Confidentiality

Each party will protect the other party's Confidential Information using commercially reasonable safeguards and will use it only for authorized purposes. Confidentiality obligations survive termination.

3.9 Non-solicitation

Customer shall not solicit or hire Company personnel involved in the engagement for twelve (12) months following completion without Company's written consent.

3.10 Force majeure

Company is not liable for delays or failures due to events beyond reasonable control, including natural disasters, supply chain disruption, government actions, cyber incidents, labor disputes, or internet outages. Timelines are extended accordingly.

3.11 Termination

Either party may terminate for material breach not cured within thirty (30) days after written notice, or for insolvency. Upon termination, Customer shall pay for Services performed and approved expenses incurred.

4. Manufacturing, Quality, Warranty, and Recall

4.1 Manufacturing scope

Manufacturing may include sourcing, assembly, integration, prototyping, testing/validation, pilot builds, and production manufacturing as defined in a Manufacturing Order/SOW.

4.2 Specifications and design responsibility

Unless otherwise expressly agreed:

- Customer is responsible for design adequacy and regulatory compliance of Customer designs.
- Company manufactures to written specifications and agreed inspection criteria.

Company is not liable for defects arising from faulty specifications or Customer-supplied components.

4.3 Quality standards

Company maintains commercially reasonable quality controls appropriate for the scope of work. No certification (e.g., ISO/IATF) is implied unless expressly stated in writing.

4.4 Inspection and acceptance

Customer shall inspect Products within a commercially reasonable time after delivery. Failure to provide written notice of nonconformity within the agreed acceptance period constitutes acceptance. Nonconforming Products must be documented and made available for inspection before modification.

4.5 Limited product warranty

Company warrants that Products will conform to agreed written specifications for **twelve (12) months** from delivery (unless otherwise agreed). Exclusive remedy is, at Company's option: **repair, replacement, or refund.**

Exclusions include misuse, improper installation, unauthorized modification, improper storage, external damage, wear and tear, and force majeure.

4.6 No implied warranties

Except as expressly stated, Company disclaims all implied warranties including merchantability and fitness for a particular purpose.

4.7 Product recall escalation workflow

If a safety or compliance issue is suspected:

4. 1. ****Immediate written notification**** by the discovering party.
5. 2. ****Joint investigation**** to determine root cause and scope.
6. 3. ****Responsibility allocation****:
 - Design/spec defects attributable to Customer → Customer responsibility.
 - Manufacturing deviations attributable to Company → Company responsibility (subject to caps).
7. 4. ****Corrective action plan**** implemented.
8. 5. ****Documentation**** maintained for traceability.



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Company is not liable for indirect recall damages (brand damage, lost profits, downstream claims) beyond the liability caps in Section 8.

4.8 Tooling and equipment

Unless otherwise agreed in writing, Company retains ownership of proprietary tooling and process equipment; Customer-provided tooling remains Customer property.

5. Export Control & Trade Compliance (EAR/ITAR)

5.1 Compliance

Products, Services, software, and technical data may be subject to U.S. export laws, including EAR and ITAR (if designated), and OFAC sanctions. Customer agrees to comply.

5.2 No unauthorized export

Customer shall not export, re-export, transfer, or disclose controlled items in violation of law and is responsible for required licenses unless otherwise agreed in writing.

5.3 ITAR designation

No item is ITAR-controlled unless explicitly designated in writing by Company. If ITAR-controlled, Customer must implement ITAR-compliant safeguards and prevent unauthorized foreign-person access.

5.4 Restricted parties

Customer represents it is not on restricted party lists and will not transfer items to restricted parties/jurisdictions. Company may suspend/terminate for compliance risk.



5.5 Indemnity

Customer indemnifies Company for penalties, claims, or damages arising from Customer export violations.

6. Data Protection & Privacy (Parent privacy integration + California)

6.1 Information collection and ownership

Company is the sole owner of information collected through the Website and only collects information voluntarily provided via forms, email, or direct contact, plus technical data required for functionality/security.

6.2 Use and sharing

Company uses information to respond to inquiries, provide Services, maintain security, and comply with law. Company does not sell or rent Personal Information. Company does not share Personal Information outside its organization except as necessary to fulfill a request, with service providers under confidentiality obligations, or as required by law.

6.3 CCPA/CPRA rights (California)

California residents may request access, deletion, and correction, and request disclosures about data categories collected/shared. Requests: info@stemglobalinc.com.

6.4 CIPA notice and consent

The Website may use tools such as analytics, embedded content, CAPTCHA, and scheduling widgets. Users acknowledge technical routing and logging necessary for website operation and consent to such operational processing by using the Website. Company does not intend to intercept the content of private communications.



6.5 Cookies

The Website may use cookies and similar technologies. Where legally required, non-essential cookies should be consent-gated. Users may manage cookie settings via browser controls and consent tools where available.

6.6 Security and incident response

Company maintains commercially reasonable safeguards (see Section 7). Company investigates and responds to confirmed incidents and notifies affected parties where legally required.

6.7 Data retention

Personal Information is retained only as long as necessary for legitimate business purposes or as required by law.

7. Information Security (SOC-style exhibit)

Company maintains commercially reasonable administrative, technical, and physical safeguards, which may include:

- ****HTTPS/TLS encryption**** for data in transit;
- ****Role-based access controls**** and least-privilege principles;
- ****Credential management**** and access reviews;
- ****Logging and monitoring**** of security-relevant events;
- ****Vendor/subprocessor oversight**** and confidentiality obligations;
- ****Incident response**** processes and documentation;
- ****Backups and recovery practices**** where appropriate.

Security commitments apply to systems under Company control. Company does not guarantee immunity from cyber threats.

8. Limitation of Liability, Arbitration, and Dispute Resolution

8.1 Exclusion of damages

To the fullest extent permitted by law, Company is not liable for indirect, incidental, consequential, special, punitive, or exemplary damages, or for loss of profits/revenue/goodwill/data.

8.2 Aggregate liability cap

Except where liability cannot legally be limited, Company's total aggregate liability shall not exceed the greater of **USD \$100** or **fees paid to Company in the prior twelve (12) months**.

8.3 Product cap

For claims arising from specific Products, liability shall not exceed the amount paid for the specific Products giving rise to the claim.

8.4 Mandatory arbitration; class waiver; jury waiver

Any dispute arising from these Terms shall be resolved by **binding individual arbitration** seated in **Michigan**, conducted in English. **Class actions and representative proceedings are waived**. To the extent permitted by law, the parties waive jury trial.

8.5 Venue fallback

If arbitration is unenforceable, disputes shall be resolved exclusively in state or federal courts located in Michigan; parties consent to jurisdiction.

8.6 Statute of limitations

Claims must be brought within **one (1) year** unless a longer period is required by law.



8.7 Survival

IP, confidentiality, export compliance, privacy/security, indemnities, and liability/dispute provisions survive termination.

8.8 Risk allocation acknowledgment

The parties acknowledge pricing reflects risk allocation and liability limits are material terms.

Appendix A — Technical Compliance Checklist

Operational controls intended to align technical implementation with legal commitments:

- Cookie banner displayed prior to non-essential tracking where required
- Consent gating for analytics/marketing tags where required
- Disclosure of third-party tools used on the Website
- Consent withdrawal mechanisms where applicable
- HTTPS enforcement
- Access control & credential hygiene
- Logging/monitoring
- Incident response documentation
- Data retention practices
- Export compliance recordkeeping where applicable

Appendix B — Export Classification Schedule

- Items presumed subject to EAR unless designated otherwise
- No ITAR classification unless explicitly designated in writing
- Customer responsible for classification confirmation and licensing

Appendix C — Sales Legal Summary (One page)

- Enterprise liability caps, arbitration & class waiver
- 12-month limited warranty and recall escalation workflow



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- Export compliance framework (EAR/ITAR where designated)
- No-sale privacy posture and California risk mitigation
- SOC-style security safeguards

Contact: info@stemglobalinc.com

Appendix D — Technical Compliance Manual (Expanded)

Implementation guidance for web/IT:

- Consent architecture (pre-consent gating where required)
- Script inventory (what loads, what data, purpose, consent requirement)
- Access management (RBAC, MFA where feasible, least privilege)
- Security configuration (HTTPS, patching, firewall/WAF where feasible)
- Incident workflow (identify → contain → investigate → remediate → notify)
- Vendor oversight (confidentiality, minimal access, periodic review)
- Document control (versioning for Terms/Privacy/technical schedules)