

# DiliTrust Service Agreement

## *General Terms and Conditions of Sale*

### Table of content

---

<b>1.</b>	<b>Preamble .....</b>	<b>2</b>
<b>2.</b>	<b>Definitions .....</b>	<b>2</b>
<b>3.</b>	<b>Purpose.....</b>	<b>3</b>
<b>4.</b>	<b>Term – Renewal .....</b>	<b>3</b>
<b>5.</b>	<b>Description of the Service .....</b>	<b>3</b>
5.1	Right of use .....	3
5.2	Limitations of use.....	4
5.3	Network .....	4
5.4	Access to the Service .....	4
5.5	Support .....	4
5.6	Excluded services.....	4
<b>6.</b>	<b>Service Provider’s responsibilities .....</b>	<b>5</b>
6.1	Client Assistance.....	5
6.2	Data Location .....	5
6.3	Availability.....	5
6.4	Audit .....	5
6.5	Insurance.....	5
6.6	Intellectual Property .....	6
6.7	Data Security .....	6
<b>7.</b>	<b>Client’s responsibilities .....</b>	<b>6</b>
7.1	Personal Data .....	6
7.2	Use of the Data .....	7
7.3	Management of the User IDs .....	7
7.4	Use of the Service .....	7
<b>8.</b>	<b>Confidentiality.....</b>	<b>7</b>
<b>9.</b>	<b>Reference.....</b>	<b>8</b>
<b>10.</b>	<b>Collaboration .....</b>	<b>8</b>
<b>11.</b>	<b>Financial Terms.....</b>	<b>8</b>
11.1	Invoicing and payment terms .....	8
11.2	Accommodation and travel expenses .....	9
11.3	Payment terms.....	9

11.4	Revision .....	9
12.	Intellectual Property Rights .....	10
13.	Assignment .....	10
14.	Liability .....	11
15.	Mutual independence .....	11
16.	Undeclared work .....	11
17.	Force majeure .....	11
18.	Termination for cause .....	12
19.	Reversibility .....	12
20.	Entire Agreement .....	12
21.	Governing Law and jurisdiction .....	12

## 1. Preamble

The Client wishes to use the features proposed by the Service Provider as part of the Service described in the Special Terms and Conditions.

The Service Provider's business consists in the publishing and distributing IT management solutions. As such, the Service Provider offers the Service, as an online rental service (in the form of SaaS i.e. Software as a Service. The Service is designed to meet the needs of the largest number of users. The Service is hosted by the Service Provider, and the Client will be able to access it via a remote link.

The Client has received all the necessary information from the Service Provider enabling it to assess the suitability of the Service to its needs and to take all useful precautions for its use.

The Client acknowledges that prior to entering into the Agreement, it was able to request all additional information concerning the terms and conditions of the Agreement.

## 2. Definitions

Capitalized terms used in this Agreement shall have the meaning given to them in this clause.

- \* **Administrator:** means the Client's employee in charge of the administration of the Service.
- \* **Affiliate:** means any legal entity controlled by or controlling the Client, within the meaning of applicable law under the Agreement, with the exception of companies whose activity competes with that carried out by the Service Provider
- \* **Agreement:** means all of the terms and conditions set out contractual documents listed in the Special Terms and Conditions, as well as any amendments that may supplement, modify or replaced them.
- \* **Authorized Representative:** means the natural person appointed by the Client at the start of the use of the Service, with authority to represent it in the context of the Service.
- \* **Board:** means a board or committee and, more generally speaking, any formal and regular meeting managed with the help of the Service. The number of meetings held is unlimited.
- \* **Client:** means the entity signing the STC in the course of its business activity.
- \* **Data:** means the materials, information, publications, documents and content, and more generally any Client's data, the use of which is the subject of the Agreement, which may be consulted and/or used in any way whatsoever solely by the Users.
- \* **Data Room:** means collaborative workspace managed by one or more Administrators, allowing Users organized in teams to consult the documents made available to them, ask questions and exchange information.

- \* **Documentation:** means the functional and technical documentation provided (in digital format) by the Service Provider as part of the performance of this Agreement.
- \* **Failure:** means a malfunction that occurs when the Service is accessed or used or that affects the Service's functionalities.
- \* **Intellectual Property Rights:** means all intellectual property rights of any kind and nature, including in particular (i) rights relating to intellectual works, in particular copyright, all rights relating to software and databases; (ii) trademarks and logos, (iii) designs and models, patents.
- \* **Personal Data:** means personal data within the meaning of the GDPR, or any other applicable regulation, which is collected and inputted, entered, transmitted or processed by the Client in connection with its use of the Service.
- \* **Personal Data Processing or Processing:** means any operation, or set of operations, relating to Personal Data, irrespective of the process used (collection, recording, organization, storage, adaptation, alteration, sorting, consultation, use, disclosure by supply, dissemination or otherwise making available, reconciliation or interconnection, blocking, deletion or destruction, etc.).
- \* **Seats:** means the maximum number of Users per Board or Data Room.
- \* **Service:** means the remote application described in the STC, including the features and services listed in the SLA.
- \* **Service Level Agreement or SLA:** means the service level agreement appended to the Agreement, which sets out namely the features of the Service and its availability.
- \* **STC or Special Terms and Conditions;** means the document in which the Client is identified as a contracting entity for the subscription of modules, in particular, the number of Boards, authorized Users and/or Seats.
- \* **User:** means a natural person or the interface of a third party application interoperated for the sole use of the Client and who is authorized by the latter to access the Service in accordance with the Agreement.
- \* **User ID:** means the User's own ID (login) and the related password.

### 3. Purpose

---

The purpose of this Agreement is to define the terms and conditions under which the Service Provider grants the Client the non-exclusive right to access and use the Service, under the terms of the subscription, for the scope and duration of the Agreement, and in consideration of full payment of the corresponding fee.

### 4. Term – Renewal

---

The Agreement will commence after signature by the Parties, as from the effective date stated in the STC and shall remain in effect for the initial term stated in the STC.

At the end of the initial term stated in the STC and unless specified otherwise in the latter, the Agreement will be renewed automatically for successive periods of twelve (12) months, unless one of the Parties notifies the other Party of its intent not to renew the Agreement, by registered letter with acknowledgment of receipt, no later than three (3) months before the end of the current contractual period.

The Customer shall not unilaterally terminate the Contract without cause and expressly and irrevocably waives the provisions of Article 2125 of the Civil Code of Quebec.

### 5. Description of the Service

---

#### 5.1 Right of use

The Service is described in the SLA. The

Service includes in particular:

- a limited, non-assignable, non-transferable, and non-exclusive right to access and use the features;

- the hosting and backup of the Service and Data;
- training and functional and technical support.

as listed in the SLA, within the limits and under the terms and conditions of the Agreement.

## 5.2 Limitations of use

The limitations of use of the Service are set out in the Special Terms and Conditions. They can be expressed in terms of different units of work, e.g. Users, Boards, Seats, Data Rooms.

These limitations may be increased by the Service Provider at the Client's request under the financial conditions applicable on the date of the request.

The term "unlimited" possibly stated in the Agreement shall be understood as a reasonable use of the Service in terms of volume of Data. If the Service Provider determines that the Client's use of the Service is unreasonable, the Service Provider shall notify the Client by e-mail and request the Client to remedy its unreasonable behavior within fifteen (15) days from the date of notification. If such a remedy is not possible, the Parties shall consult each other in order to adjust the fee of the Service or terminate the Agreement.

## 5.3 Network

Access to and use of the Service requires that the Client has Internet access. The Client will choose the operators and Internet access providers.

In this regard, the Client will assume full responsibility for this choice and for any failure on the part of the said operators and providers.

## 5.4 Access to the Service

The Service will be accessible via a secure remote connection using a URL and a User ID. The User IDs are personal and confidential. They are used under the sole responsibility of the Client. The technical requirements on the effective date of the Agreement are detailed in the SLA. The Client is responsible for the acquisition and maintenance of the technical environment required to use the Service. The Client acknowledges that an environment that does not comply with the technical requirements may lead to a deterioration in the quality of the Service, or even its malfunctioning, for which the Service Provider cannot be held responsible in any way.

## 5.5 Support

The Service Provider will provide corrective and evolutive maintenance of the Service in accordance with the terms and conditions of the SLA and the STC, provided that:

- the Client cooperates with the Service Provider in resolving Failures and, in particular, answers questions and requests for information;
- the Service is used in accordance with its purpose and Documentation and generally in accordance with the Agreement;
- the Client complies with its obligations under the Agreement;
- the Administrator has completed the training for the Service.

## 5.6 Excluded services

The Service does not include:

- the cost of telecommunications and Internet access enabling the use of the Service, which will remain the Client's responsibility;
- the accommodation and travelling expenses of the Service Provider's employees or contractors on

- the Client's site, outside of the Service Provider headquarters;
- the supply of terminals to access the Service;
- any specific work such as the advanced customization of the Service or the recovery of the Client's historical data.

## 6. Service Provider's responsibilities

---

### 6.1 Client Assistance

Upon request and subject to the Client's prior acceptance of a quotation, the Service Provider will assist the Client with any request within its area of expertise.

### 6.2 Data Location

The Service Provider guarantees to the Client that the Data will be stored on servers located in Canada and operated by a Canadian company independent of any company incorporated under American law. The Service Provider will not export the Data outside of Canada.

### 6.3 Availability

The Service Provider guarantees that the Service will be available in accordance with the terms and conditions set forth in the SLA.

The Client is aware of the technical hazards inherent to the Internet, and that access to the Service may be interrupted as a result. In consequence, the Service Provider will not be held liable for any unavailability or slowdown due to the Internet.

The Service may occasionally be suspended due to interventions for updates necessary for the proper functioning of the Service Provider's servers. In case of interruption of the Service for updates, the Service Provider undertakes to comply with the procedure set forth in the SLA, so that the Client can be informed as well as possible of the interruption and can take action sufficiently early to avoid any disruption of its activity.

### 6.4 Audit

The Service Provider will have regular penetration tests carried out at its own expense, in particular to check the protection of the Data. The results of these tests may be sent to the Client upon request. They will be strictly confidential.

Upon four (4) weeks prior written notice to the Service Provider, the Client may have an audit of the operating conditions of the Service, and more generally, of the Service Provider's compliance with the technical and security guidelines, carried out at its own expense.

In this respect, the Client will appoint an independent auditor, who is not in competition with the Service Provider, who must be approved by the Service Provider and who must sign the audit protocol proposed by the Service Provider.

The Service Provider undertakes to collaborate in good faith with the auditor and to facilitate the audit by providing all necessary information and responding to all requests relating to the audit.

The audit shall not disrupt the proper functioning of the Service. A copy of the audit report drawn up by the auditor will be delivered to the Service Provider.

### 6.5 Insurance

The Service Provider has subscribed to professional liability insurance covering the services rendered under the Agreement.

It undertakes to maintain in force a policy, with a reputable insurance company, covering all the financial consequences of its professional liability, and to pay the corresponding premiums. A certificate is available on the Service Provider's website: <https://www.dilitrust.com/dilitrust-canada-certificates/>.

## 6.6 Intellectual Property

The Service Provider warrants to the Client that it shall have the right to quiet enjoyment of the Service provided. The Service Provider warrants that it has all intellectual property rights necessary to provide the Service to the Client, i.e. that it holds all intellectual property rights relating to the Service or that it has obtained all authorizations that may be necessary to use the license granted under the Agreement.

The Service Provider will defend the Client at its own expense against any action brought against the Client based on the infringement of a third party's intellectual property right as a result of the use of the Service, provided that the following conditions are cumulatively met:

- the Service Provider is informed within ten (10) days following the delivery to the Client of the first document setting out a claim; and
- the Service Provider has sole control over the defense and any settlement negotiations; and
- the Service Provider receives from the Client, upon first request, all information in its possession necessary to ensure such defense.

In the event of such an infringement action, the Service Provider shall reimburse the Client for any unrecoverable costs and/or damages that the Client may have been ordered to pay pursuant to a final court or arbitration decision or as set forth in a settlement agreement negotiated and entered into by the Service Provider with the plaintiff in the action.

If the Client's use of the Service is found to be infringing by a final decision or if the Service Provider so decides before such a decision is made, the Service Provider may choose one of the following options at its own cost:

- to obtain for the Client the right to continue to use the Service;
- to modify the Service so that it no longer infringes the rights of the third party plaintiff;
- to replace the Service with an equivalent non-infringing solution ;
- if none of the above is reasonably possible, to terminate the Agreement and return to the Client the portion of the subscription fee paid between the date of termination and the current contractual end date.

## 6.7 Data Security

The Service Provider undertakes to implement technical and organizational measures and to take the necessary precautions, in accordance with the state of the art, to preserve the integrity and confidentiality of the Data and in particular to prevent any fraudulent access to or use of the Data and to prevent any loss, alteration or destruction of the Data.

To this end, the Service Provider undertakes to implement the security measures and to carry out the Data backup operations described in the SLA.

# 7. Client's responsibilities

---

## 7.1 Personal Data

The Client undertakes, in accordance with the regulations relating to Personal Data, to:

- provide the Service Provider with the Personal Data necessary for the performance of the Service;
- document in writing any instructions in relation to the processing of Personal Data by the Service Provider;
- supervise the Processing, including carrying out audits and inspections on the Service Provider

## 7.2 Use of the Data

The Client will remain the sole owner of the Data.

The Client will have sole responsibility for the quality, lawfulness and relevance of the Data it transmits for the use of the Service. The Client further warrants that it is the legitimate owner of all rights to use the Data and transfer them to the Service Provider.

In consequence, the Client will hold the Service Provider harmless in the event of unlawful collection or storage of Data, non-compliance of the Data with laws and regulations, public order or the Client's needs.

The Client will indemnify and hold harmless the Service Provider against any claim by a third party arising from a breach of this warranty.

### 7.3 Management of the User IDs

The User IDs are intended to limit access to the Service to the Users, to protect the integrity, security and availability of the Service, as well as the integrity, security, availability and confidentiality of the Data.

The User IDs are personal and confidential. They may only be changed at the request of the Client. The Client undertakes to use its best endeavors to keep its User IDs secret and not to disclose them.

The Client will be entirely responsible for the use of its User IDs. Any use of the Service using the User ID will be deemed to have been made by the Users. The Client will ensure that no other unauthorized person has access to the Service. In the event of loss or theft of one of its User IDs, the Client must notify the Service Provider without delay in order to jointly consider appropriate measures.

### 7.4 Use of the Service

The Client will ensure that the Users comply with its undertakings set out in the Agreement and the Documentation. The Client guarantees that its Users will comply with the terms and conditions of the Agreement.

## 8. Confidentiality

---

Each Party undertakes to keep confidential all information it receives from the other Party. The Agreement is confidential.

Information and Data transmitted by the Client to the Service Provider, regardless of their purpose, nature, medium and means of transmission, will be deemed to be confidential (hereinafter the "**Confidential Information**"). The Confidential Information is subject to enhanced confidentiality.

In consequence, the Parties undertake:

- to keep the Confidential Information strictly confidential and not disclose it to any third party;
- to take all necessary measures in order to protect and maintain confidentiality of the Confidential Information and prevent its disclosure; such measures being at least of the same level as those taken by itself to protect its own confidential information;
- not to copy or transcribe the Confidential Information onto any medium whatsoever, unless the copies are strictly necessary for the performance of the Agreement;
- to disclose the Confidential Information only to its officers, employees and agents on a need-to-know basis and solely in connection with the performance of the Agreement;
- to inform such officers, employees and agents of the terms of this confidentiality undertaking and ensure that they will treat the Confidential Information in accordance with the terms and conditions of the Agreement;
- not to use, in whole or in part, the Confidential Information for any purpose other than the performance of the Agreement;
- to immediately inform the Client in the event of loss or unauthorized access of all or part of the documents, materials or media containing the Confidential Information, and in the event of a breach of this clause by the Service Provider, its officers, employees or agents;

The Service Provider shall destroy copies of the Confidential Information in its possession after having returned them in full to the Client under the conditions set out in clause 19 - Reversibility.

Information shall not be considered as confidential if a Party can prove that:

- it was in the public domain prior to its disclosure; or
- it was already known to it before the effective date of the Agreement; or
- it was required to be disclosed by law or by a court order; or
- it was received from a third party lawfully and without any restriction or breach of the Agreement; or
- it was published without any breach of the provisions of the Agreement; or
- the use or disclosure of the information was authorized in writing by the Party owning the information.

The Parties undertake to ensure compliance with these provisions by their employees, and by any agent or third party that may be involved in any capacity whatsoever in the performance of the Agreement.

These confidentiality undertakings will remain in force for the duration of the Agreement and for a period of three (3) years after the end of the Agreement.

## 9. Reference

---

The Service Provider will have the right to cite the Client, notably its name and logo, as a commercial reference, in its commercial documents in any form and on any medium whatsoever, including its website. This authorization may be withdrawn by the Client at any time upon request.

## 10. Collaboration

---

The Parties undertake to use reasonable means to ensure that the performance of the Agreement is carried out under good conditions and that the contractual relationship is adapted to the evolution of the Parties' requirements. The collaboration will require frequent contact, either by all means of telecommunication for the exchange of information, or by meetings in which the Parties shall participate taking into account their mutual availability.

Where the Client provides the Service Provider with contact information, including the Client's email address, in connection with the provision of the Services, the Client expressly agrees that the Service Provider may retain such contact information within its databases or may use such information to communicate with the Client to (i) conducting surveys or perform verifications relating to the Service, including its functionalities, ease of use, and the Client's assessment thereof, (ii) providing the Client with information relating to the Service, or (iii) for any other reason relating to the Service.

## 11. Financial Terms

---

The amount and periodicity of the subscription to the Service and the amount of any other services are set out in the STC.

### 11.1 Invoicing and payment terms

The Service, the set-up fee and the other services will be invoiced in advance. The first invoice will be issued on the date of signature of the STC. The initial order issued by the Client under the Agreement will remain valid for future annual payments.

Invoices will be issued by the Service Provider and sent by e-mail, with a document in PDF format attached, to the e-mail address mentioned in the STC.



All amounts to be paid by the Client under the Agreement do not include taxes. The Client is responsible for paying all taxes applicable to the Service, the installation package and the professional services.

Any procedure specific to the Client on the issuance and/or payment of invoices (special mention, communication process, etc.) must be communicated to the Service Provider before execution of the Agreement and mentioned in the STC. Failing that, it shall not constitute a reason for absence or delay in payment.

Any invoice not disputed in writing by the Client within ten (10) business days of its issue date shall be deemed to have been accepted by the Client, and the undisputed part of the invoice in question must be paid within the contractual period.

## 11.2 Accommodation and travel expenses

The Client agrees to pay all reasonable expenses for accommodation, subsistence and travel incurred by the Service Provider in supplying any Services at Client's premises, including outside the Service Provider's premises, if needed and after prior approval by the Client.

## 11.3 Payment terms

Invoices will be payable within thirty (30) calendar days of receipt by bank transfer in accordance with the STC.

Without prejudice to any damages, failure by the Client to pay an invoice on its due date shall automatically result in:

- the application of late payment interest at two percent (2%) of the invoice amount, without prior notice and as from the first day of late payment;
- the allocation of additional bank and management costs (monitoring of the recovery, reminder letters and telephone calls, notification of rejected direct debits);

In addition, and without prejudice to any damages, in the event of non-payment within thirty (30) days after written notification which has remained without effect, the Service Provider shall be entitled to (i) temporarily suspend the access to the Service and /or additional services until the fee has been paid, and/or (ii) automatically terminate the Agreement in accordance with clause 18 the Agreement. It is expressly agreed that such suspension of the Service shall not constitute a breach of the Service Provider's contractual obligations and the Client shall bear all the consequences thereof, in particular the costs of reactivation of the Service.

## 11.4 Revision

The fees set forth in the Agreement correspond strictly to the limitations on the use of the Services set out in the STC. Any change in these STC, such as an extension of the subscription period, an increase in the number of Boards, Seats or Users, or the subscription of options, will give rise to additional charges.

At the end of the initial term of the Agreement, the Service Provider reserves the right to revise the amount of the subscription each year. The increase may not be higher than the Consumer Price Index (CPI).

At each renewal period of the Agreement, the Client may notify the Service Provider of its intent to reduce the limitations on the use of the Service (in particular, reduction in the number of Users, reduction in the subscription options). This request for a reduction must be notified to the Service Provider no later than three (3) months before the end of the then contractual current period, and may result in a reduction in the subscription fee from the next renewal date.

## 12. Intellectual Property Rights

---

Each of Party remains the owner, or licensee as the case may be, of its methods and know-how, development tools, software, software packages, documents, databases, general and/or specific programs, services, trademarks, logos and all other rights, in particular Intellectual Property Rights, of which it is the owner, or for

which it benefits from a license, prior to the signing of the Agreement and for the duration of the Agreement which does not transfer ownership.

In particular, it is specified that the Service provider is and remains the owner of the property rights and of any Intellectual Property Rights relating to any element and / or feature of the Service. Similarly and in general, the Service Provider remains the owner of the results of any work carried out in the context of the additional services and in general of all services under the Agreement.

The Agreement does not grant the Client any intellectual property rights to the Service or any part thereof. The Service Provider grants the Client a personal, non-exclusive, non-assignable and non-transferable right to use the Service for the duration of the Agreement and throughout the world.

The right of use granted to the Client is limited to access to the Service by the Client. Consequently, the Client undertakes not to, unless otherwise provided by law, directly or indirectly:

- use the Service for adaptation, reproduction, modification, translation, arrangement, distribution, decompilation, without this list being limitative;
- sub-license, resell, rent, lend, place in trust, distribute, dismember, market or transfer the rights resulting from this Agreement, and in particular the right to access or use the Service;
- provide the Service to any third party other than an Affiliate;
- remove or alter any copyright, trademark or other intellectual property rights attached to the Service.

The Client grants the Service Provider, for the duration of the Agreement, a right of access and use of the Data, solely for the purpose of (i) performing its obligations under this Agreement and (ii) improving the performance and quality of the Service, and (iii) compiling statistics.

The Service Provider undertakes to comply with the Data security requirements during the entire duration of its retention.

## 13. Assignment

---

The Client may assign its rights and obligations under the Agreement, whether in whole or in part, only to an Affiliate. The Client shall notify the Service Provider of such assignment, and the notification shall mention the identity of the assignee. By virtue of such notification, the Affiliate shall be obliged to comply with all the obligations set out in this Agreement, the Client remaining jointly and severally liable for the Affiliate's obligations.

The Service Provider may assign all or part of its rights and obligations under the Agreement to any company affiliated with the Service Provider or any company taking over the operation of the Service. The Service Provider shall give prior notice of such assignment to the Client and the notice shall mention the identity of the assignee. In this case, the Client will have the right to terminate the Agreement without notice within 3 months of the notification, with the amount of the current subscription actually paid being reimbursed to the Client *pro rata* to the remaining period.

## 14. Liability

---

To the fullest extent permitted by applicable law and except as expressly provided in the Agreement, Customer irrevocably and unconditionally disclaims all warranties, statutory, contractual or otherwise, express or implied, including all warranties of quality, quiet enjoyment, integration, merchantability and fitness for a particular purpose.

The Service Provider will be liable for direct breaches of its obligations under the Agreement. The Service Provider will not be liable for any indirect or consequential loss or damage suffered by the Client, such as loss of profit, loss of customers or business disruption.

In the event of the Service Provider's failure to perform its obligations under the Agreement, or of direct damage suffered by the Client which may result from a failure to perform its obligations under the Agreement, the Service Provider's liability is strictly limited to a total amount of three millions Canadian dollars (3,000,000 CAD) within the limits and under the terms and conditions of its insurance policy.

This limitation of liability will not apply in the event of gross or intentional negligence or bodily injury.

The Parties acknowledge that the price of the Agreement reflects the allocation of risks arising from the Agreement, as well as the economic balance desired by the Parties, and that the Agreement would not have been concluded on these terms without the limitations of liability set forth herein.

## 15. Mutual independence

---

Each Party is independent and acts on its own account and under its own responsibility; in particular, it remains solely responsible for its actions, acts, allegations, commitments and services.

Nothing in the Agreement shall be construed as creating between the Parties a company, an association, or any form of grouping or constituting any form of subordination.

The Service Provider will have sole authority to give instructions to its personnel, who will continue to operate under its sole hierarchical, legal and disciplinary authority.

The Service Provider's personnel who provide services on the Client's premises will be subject to the Client's safety and health regulations.

## 16. Undeclared work

---

The Service Provider also provides the following certificates to the Client:

- The ISO27001 certificate
- Certificate of Insurance DiliTrust Canada Inc.
- Attestation from Revenu Québec

These documents are available on the Service Provider's website: <https://www.dilitrust.com/dilitrust-canada-certificates/>.

## 17. Force majeure

---

Neither of the Parties will be held liable for any breach of its obligations under the Agreement, if such breach results from an event beyond the control of the debtor of the obligation which could not reasonably be foreseen at the time of the conclusion of the Agreement and the effects of which cannot reasonably be avoided by appropriate measures, and in particular due to a government decision, including any withdrawal or suspension of authorizations of any kind whatsoever; a total or partial strike, whether internal or external to the company; a fire; a natural disaster; a state of war; pandemic; a total or partial interruption or blockage of telecommunications or electricity networks; or more generally, any other event of force majeure that has the characteristics defined by the law and case law.

The Party affected by the event shall immediately inform the other Party of its inability to perform its service.

If the event of force majeure is temporary, the performance of the obligation shall be suspended, unless the resulting delay justifies the termination of the Agreement. If an event of force majeure becomes definitive, the Agreement shall be terminated by operation of law and the Parties shall be released from their obligations.

## 18. Termination for cause

---

In the event of non-compliance by one of the Parties with one of its essential obligations under this Agreement or the STC, the Agreement may be terminated at the discretion of the non-defaulting Party. This termination shall come into effect upon thirty (30) days' written notice by the non-defaulting Party to the defaulting Party, which has remained without effect, without prejudice to the other rights and responsibilities of the Parties.

## 19. Reversibility

---

In the event of termination of the contractual relationship, for whatever reason, the Service Provider undertakes to return, free of charge, at the first request of the Client and within a maximum period of thirty (30) days from the date of receipt of this request, a copy of all the Data.

The Data to be returned shall be transferred to the Client in a standard format readable in an equivalent environment. This service will be provided subject to full payment by the Client of the amounts due to the Service Provider.

The Service Provider shall delete all copies of the Data and Confidential Information in its possession within thirty (30) days.

## 20. Entire Agreement

---

The Agreement represents the full and entire agreement between the Parties. Any tolerance or waiver by a Party with respect to all or any of the commitments shall not constitute an amendment of the Agreement, nor will it generate any right whatsoever.

The nullity, lapse, lack of binding force or unenforceability of any of the provisions of the Agreement shall not entail the nullity, lapse, lack of binding force or unenforceability of the other provisions, which shall retain all their effects. The Parties may, by mutual agreement, agree to replace or modify the invalidated provisions.

Acceptance of the Contract by electronic means shall have the same probative value between the Parties as a written document signed by hand on paper. The contractual documents shall be archived on a reliable and durable medium that can be produced as proof.

This Agreement and the STC attached to it may only be modified by an amendment.

Unless otherwise specified, the contractual deadlines (days and hours) refer to business days and hours in Canada, using Eastern Standard Time.

Les Parties ont exigé que la présente Entente soit rédigée en langue anglaise. The parties hereto have required that this Agreement thereto be drawn up in English.

## 21. Governing Law and jurisdiction

---

The Agreement will be governed by the Laws of Quebec province and the federal laws of Canada applicable therein, without giving effect to any conflict of law principles.

Any dispute of any nature whatsoever relating to, arising out of, or in any way connected with this Agreement shall be settled exclusively in the judicial district of Montreal in the province of Quebec and the Parties waive any objection that such jurisdiction is inconvenient or inappropriate.

In the event of any difficulty in the performance or interpretation of the Agreement, the Parties will attempt to reach an agreement out of court, before referring the matter to a competent court.

To this end, both Parties will appoint a representative from its senior management. These representatives shall be responsible for meeting and reconciling the views of each of the Parties within one (1) month of the request of the most diligent Party. In the event of an amicable agreement, a memorandum of understanding or an amendment to the Agreement shall be signed between the Parties.

If no agreement is reached within the aforementioned period, each of the Parties shall recover its full freedom of action.