Subscription Terms and Conditions

14868871 Canada Inc., d.b.a. Panoramix Coaching ("**Panoramix**")

These Subscription Terms and Conditions apply to the Client's subscription, as detailed in the applicable Order Form. By accessing or using the Platform, or by executing an Order Form, the Client agrees to be bound by this Agreement, commencing on the Effective Date.

1. DEFINITION

The capitalized terms used in this Agreement, in addition to those above, are defined below:

1.1. "**Authorized User**" means each of Client's employees or subcontractors, individually named and authorized on a per-seat basis to use the Platform, as selected by Client in accordance with the limitations set forth in the Order Form.

1.2. "**Aggregate Data**" means Client Data in respect of which all identifiers have been removed, or which has been aggregated with other data, such that the data cannot identify the Client, the Authorized Users or any other person.

1.3. "**Client Data**" means all the data the Client and its Authorized Users create, or upload on the Platform or otherwise disclose to Panoramix or its Representatives. Client Data does not include data and information related to Client's use of the Platform that is or may be used by Panoramix in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform or any other information reflecting the access or use of the Platform by or on behalf of the Client or any Authorized User.

1.4. "**Confidential Information**" means information that, subject to Section 5.2, is not available to the public and that, if disclosed, would likely result in harm to the Disclosing Party or would likely give the person to whom it is disclosed an advantage.

1.5. "**Documentation**" means all documents, and other information related to the Platform that Panoramix makes available to the Client in any form or medium.

1.6. "**Intellectual Property Rights**" means any and all of the following in any jurisdiction throughout the world, whether registered, pending registration or not registered: (a) trademarks, and the goodwill connected with the use of and symbolized by the foregoing, (b) copyrights, (c) trade secrets and confidential know-how, (d) patents, (e) websites and internet domain name registrations, and (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

1.7. "**Liability**" or "**Liabilities**" means all losses, damages, fines, costs, liabilities, and expenses (including the reasonable fees, costs and expenses of attorneys and other professional and court costs), based on any civil, criminal, statutory or regulatory claims of liability.

1.8. "**Platform**" means the current version of Panoramix's software as a service named Panoramix Coaching which may be made available to the Client and its Authorized Users via an online platform, and as further described on Panoramix's website at https://panoramix.app.

1.9. **"Representatives"** means, with respect to a Party, that Party and its affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, legal advisors, and any other authorized representative.

1.10. "**Reverse Engineering**" includes any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including "cable sniffing" or "black box" reverse engineering) or any method or process of obtaining or converting any information, data, or software from one form into a human readable form.

1.11. "**Services**" means the provision, by Panoramix, of the Platform and of the ancillary support services, as described in Section 2.

2. SERVICES

2.1. **The Platform.**

2.1.1. **Rights to Access and Use.** Panoramix grants Client and its Authorized Users the right to access and use the Platform for the duration of the Term, subject to the terms and conditions set forth herein.

2.1.2. **Access Restrictions.** The subscription to the Platform is provided and charged to the Client on a per-user basis, and the Client undertakes not to, directly or indirectly, grant access to the Platform to a number of Authorized Users greater than the number of accesses for which it has paid, as detailed in the Order Form.

2.2. **Support Services.** Panoramix shall provide Client with support pertaining to the access and use of the Platform, in accordance with the terms set fort in Schedule A of this Agreement.

3. COMPLIANCE, USE RESTRICTIONS, ACCESS, AND USAGE CONTROL

3.1. **Compliance with Laws.** Client shall abide by all laws and regulations applicable to its use of the Platform and use the Platform only for lawful purposes.

3.2. **Instructions and Policies.** Client's use of the Platform shall at all times remain consistent with Panoramix's reasonable written instructions and policies.

3.3. **Restrictions.** Client shall not (i) use the Platform for service bureau or time-sharing purposes or in any other way allows third parties to exploit them (ii) provide passwords or other login information for the Platform to any third party (iii) share non-public features or content of the Platform with any third party, (iv) access the Platform, in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics or to copy any ideas, features, functionalities or graphics of the Platform, (v) upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Platform, (vi) modify, disassemble, decompile, Reverse Engineer or attempt to Reverse Engineer, adapt or create derivative works from the Platform, or allow a third-party to do so (vii) probe, scan, test the vulnerability of, or circumvent any security mechanisms used by the sites, servers, or networks connected to the Platform, (viii) take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Platform, (ix) access or use, or attempt to do so, any other clients' or their users' data through the Platform, or (x) maliciously reduce or impair the accessibility of the Platform.

3.4. **Unauthorized Access.** Client shall take reasonable steps to prevent unauthorized access to and use of the Platform, including by protecting passwords and other login information. Client shall notify Panoramix promptly after confirming that an activity prohibited by Section 3.1, 3.2 or 3.3, including an unauthorized use of the Platform or a breach of its security occurred.

3.5. **Material Breach**. Client understands and agrees that any breach of the requirements of Sections 3.1, 3.2 or 3.3, including by Authorized Users, shall be considered a material breach with respect to Section 8.4.

3.6. **Usage Control.** Client shall be responsible and liable for (i) Authorized Users' use of the Platform, including unauthorized conduct and any conduct of an Authorized User that violates any of Client's obligation under this Agreement; (ii) any use of the Platform through Client's account, whether authorized or unauthorized; (iii) all Client Data, including its use; (iv) all information, instructions, and materials provided by or on behalf of Client or any Authorized User in connection with the Platform; (v) security and use of Client's access credentials and its Authorized Users; and (vi) all access to and use of the Platform, with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

3.7. **Suspension of the Platform.** Notwithstanding anything to the contrary in this Agreement, Panoramix may temporarily suspend Client's and any Authorized User's access to any portion, or all of, the Platform if Panoramix reasonably determines that: (i) there is a threat or attack on any component of the Platform; (ii) Client's or any Authorized User's use of the Platform disrupts or poses a security risk to the Platform or to any other client of Panoramix; (ii) Client, or any Authorized User, is using the Platform for fraudulent or illegal activities; (iii) Client's or any Authorized User's use of the Platform is prohibited by applicable laws; or (iv) Client's or any Authorized User's use of the Platform is in breach with the provisions of this Agreement (each, a "**Suspension**"). Panoramix shall use commercially reasonable efforts to provide written notice of any Suspension to Client and to provide updates regarding resumption of access to the Platform following any Suspension. Panoramix shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Suspension is cured. Panoramix shall have no liability for any damage, liabilities, losses (including any loss of profits), or any other consequences that Client or any Authorized User may incur as a result of a Suspension.

4. CLIENT DATA

4.1. **Use of Client Data.** Unless it receives Client's prior written consent, Panoramix shall not access, process, or otherwise use the Client Data other than as necessary to perform the Services and maintain or enhance the Platform's performance and functionalities. Panoramix shall not intentionally grant any third-party access to Client Data, except subcontractors, investors or advisors that are bound by reasonable confidentiality provisions.

4.2. **Risk of Exposure.** Client acknowledges and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Platform, Client assumes such risks. Notwithstanding anything to the contrary in this Agreement, Panoramix offers no representation, warranty or guarantee that the Client Data will not be exposed or disclosed through errors or actions of third parties.

4.3. **Accuracy and Suitability.** Panoramix shall not be responsible or liable for the inaccuracy or incompleteness of the Client Data. Moreover, Client shall be solely responsible for ensuring that the Client Data transmitted or made available to Panoramix or its Representatives, whether or not gathered, created, processed or used in connection with the Platform is suitable for the purposes for which it is being transmitted or made available, including with respect to applicable law and Client's internal policies and obligations towards third parties.

4.4. **Aggregate Data.** Notwithstanding anything to the contrary in this Agreement, Panoramix may (i) compile statistical information related to the performance of the Platform in order to improve it and notably train any artificial intelligence model; (ii) compile Client Data in relation to the use of the Platform but only if such information is aggregated to become Aggregate Data; and (iii) use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion.

5. CONFIDENTIALITY

5.1. **Confidential Information.** In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information.

5.2. **Exclusions and Exceptions.** Confidential Information does not include information that:

5.2.1. was rightfully known to the Receiving Party without restriction on use or disclosure before such information's being disclosed or made available to the Receiving Party in connection with this Agreement;

5.2.2. was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement;

5.2.3. **was** or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or

5.2.4. was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3. **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

5.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

5.3.2. except as may be permitted under the terms and conditions of Section 5.6, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;

5.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and, in no event, less than a reasonable degree of care; and

5.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

5.4. **Subcontractors.** Panoramix shall only disclose Client's Confidential Information to its subcontractors who have a "need to know" for purposes of Panoramix's performance, under this Agreement, provided such subcontractor have been apprised of the confidentiality obligations and are themselves bound by written non-disclosure agreements with Panoramix that are at least as protective as the provisions of Section 5.

5.5. **Trade Secrets.** Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.6. **Compelled Disclosures.** If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information, then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and before such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek an injunction, protective order, or other remedy or waive its rights under Section 5.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking an injunction, protective order, or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.6, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

6. FEES AND PAYMENT.

6.1. **Fees.** In order to benefit from the Services during the Term, Client shall pay Panoramix the fees agreed upon in the Order Form (the "**Fees**"), under the payment terms agreed upon in the Order Form. If the Initial Term is renewed for any Renewal Term(s), Client shall pay the then-current standard access fees that Panoramix charges for the Services during the applicable Renewal Term.

6.2. **No Refunds.** Client understands and accepts that Panoramix does not offer any refunds on the subscription to the Platform.

6.3. **Taxes.** All Fees and other amounts payable by the Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, the Client is responsible for all goods and services, harmonized sales, sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, or territorial governmental or regulatory authority on any amounts payable by the Client hereunder, other than any taxes imposed on Panoramix's income.

6.4. **Late Payment.** If Client fails to make any payment when due, then, in addition to all other remedies that may be available to Panoramix:

    6.4.1. Panoramix may charge interest on the outstanding amounts at the rate of 1% per month, which is equivalent to 12,68% per year;

    6.4.2. (i) disable Client's access to the Platform, and/or (ii) terminate this Agreement under Section 8.3; and

    6.4.3. Client shall reimburse Panoramix for all reasonable costs incurred by Panoramix in collecting any late payment of amounts due or related interest, including legal fees, disbursements, charges, and collection agency fees.

6.5. **No Deductions or Set-Offs.** All amounts payable to Panoramix under this Agreement shall be paid by Client in full without any set-off, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7. INTELLECTUAL PROPERTY

7.1. **Intellectual Property Rights.** Panoramix shall retain all interest in and to the Platform, including all Documentation, modifications, improvements, upgrades, derivative works, and all other Intellectual Property Rights in connection with the Platform, including Panoramix's name, logos and trademarks reproduced through the Platform, or any Feedback provided by the Client. Except as expressly provided herein, this Agreement does not grant to Client any Intellectual Property license or right in any part of the Platform.

7.2. **Feedback.** Notwithstanding anything to the contrary in this Agreement, Panoramix has not agreed to and does not agree to treat as confidential any part of the Feedback and nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Panoramix's right to use, profit from, disclose, publish, keep secret or otherwise exploit the Feedback, without compensating or crediting Client. "**Feedback**" refers to any suggestion or idea for improving or otherwise modifying the Platform or the Services.

7.3. **Client Data.** Neither Panoramix nor any third party has or will have and will not have, acquire, or claim any right, title, or interest in or to any Client Data. Client hereby grants to Panoramix: (i) a non-exclusive, royalty-free, worldwide right and license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Panoramix to provide the Platform and the Services (to the extent applicable) to Client; and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and licence to reproduce, distribute, modify, and otherwise use and display the Client Data incorporated within the Aggregated Data.

8. TERM AND TERMINATION

8.1. **Initial Term.** The initial term of this Agreement commences as of the Effective Date and shall continue in full force and effect for the period set forth in the Order Form, unless terminated earlier under any of the Agreement's express provisions.

8.2. **Renewal Term.** This Agreement will be tacitly renewed for the same number of Authorized Users, for additional successive period of time equal to the Initial Term, unless either Party sends to the other Party a notice of non-renewal at least (i) thirty (30) days prior to the expiration of the Term for annual subscriptions or (ii) five (5)

days prior to the expiration of the Term for monthly subscriptions (each, a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

8.3. **Termination for Payment Failure.** This Agreement may be terminated at any time by Panoramix effective on written notice to Client, if Client fails to pay any amount when due under this Agreement, where such failure continues for more five (5) days after Panoramix's delivery of written notice thereof.

8.4. **Termination for Material Breach.** Each Party may terminate this Agreement with immediate effect by delivering notice of the termination to the other Party, if:

8.4.1. the other Party fails to perform, has made, or makes any inaccuracy in, or otherwise materially breaches, any of its material obligations, undertakings, or representations under this Agreement; and

8.4.2. the failure, inaccuracy, or material breach continues, as determined by the injured Party, acting reasonably, for a period of thirty (30) business days after the injured Party delivers notice to the breaching Party reasonably detailing the breach.

8.5. **Termination for Insolvency.** If either Party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other Party may terminate this Agreement with immediate effect.

8.6. **No Termination for Convenience**. Client acknowledges and agrees that it cannot unilaterally terminate the Agreement except for the reasons specifically provided for in this Section 8. Client hereby irrevocably waives the application of Article 2125 of the *Civil Code of Québec* to this Agreement for the Term.

8.7. **Effect of Termination or Expiration.** Upon expiry or termination of this Agreement pursuant to its terms, each Party's rights and obligations under this Agreement shall cease immediately.

8.8. **Surviving Terms.** The provisions set forth in the following Sections, and any other right, obligation, or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 1 (Definitions), Section 5 (Confidentiality), Section 7 (Intellectual Property), this Section 8.8, Section 9 (Representations and Warranties), Section 10 (Indemnification), Section 11 (Limitations of Liability), and Section 12 (Miscellaneous).

9. REPRESENTATIONS AND WARRANTIES

9.1. **Mutual Warranties.** Each Party warrants to the other Party that:

9.1.1. it is incorporated and validly existing as a corporation under the laws of the jurisdiction of its incorporation, where applicable;

9.1.2. it has the power and capacity to enter into and perform its obligations and grant the rights, licences, and authorizations it grants and is required to grant under this Agreement;

9.1.3. the execution of this Agreement by its representative whose signature is set forth in the Order Form has been duly authorized by all necessary corporate action of such Party; and

9.1.4. when executed and delivered by the Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

9.2. **Client's Additional Representations and Warranties**. Client represents and warrants to Panoramix that: (i) it shall at all times comply with applicable laws and this Agreement (including any applicable privacy or data protection laws); (ii) the Client Data does not infringe or misappropriate any rights of any third party; and (iii) it has obtained all necessary rights and consents necessary to grant Panoramix the rights granted hereunder.

9.3. **Warranty Disclaimer.** Except for the express limited warranties set forth in this Section 9, the Platform, the Documentation, and other products, information, materials, and Services provided by Panoramix are provided "as is". Panoramix hereby disclaims all conditions and warranties, whether express, implied, statutory, or other (including all conditions and warranties arising from course of dealing, usage, or trade practice), and specifically disclaims all implied conditions and warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Panoramix makes warranty of any kind that the Platform or Documentation, or any other Panoramix or third-party goods, services, technologies, or materials, or any products or results of the use of any of them, will meet Client's or other persons' requirements, operate without interruption, achieve any intended result, will output data resulting from the processing of the Client input data with the Platform that is without error or omission, be compatible, or work with any other goods, services, technologies, or materials except if and to the extent expressly set forth in the Documentation, or be secure, accurate, complete, free of harmful code, or error free.

10. INDEMNIFICATION

10.1. Each Party (an "**Indemnifying Party**") shall be liable and shall indemnify and hold harmless the other Party (the "**Indemnified Party**") against any and all Liabilities imposed upon such Indemnified Party by any third party in the event and to the extent such Liabilities result from the breach of its obligations under the terms of the Agreement or the law, unless:

10.1.1. to the extent the Liabilities are caused by the fault of the Indemnified Party or any one of the persons or property which is under its authority or custody; or

10.1.2. to the extent the Liabilities are due to or arise from any material breach by the Indemnified Party of any of the provisions of the Agreement or of any legal obligations.

10.2. To receive the benefit of indemnification, the Indemnified Party must:

10.2.1. promptly notify the Indemnifying Party of a claim or suit; provided, that failure to give such notice shall not relieve the Indemnifying Party of its indemnification obligations except where, and solely to the extent that, such failure actually and materially prejudices the rights of the Indemnifying Party;

10.2.2. provide reasonable cooperation to the Indemnifying Party (at Indemnifying Party's cost and expense); and

10.2.3. tender to the Indemnifying Party (and its insurer) full authority to defend or settle the claim or suit; provided that no settlement requiring any admission by the Indemnified Party or that imposes any obligation on the Indemnified Party shall be made without the Indemnified Party's prior consent.

10.3. The Indemnifying Party has no obligation to indemnify any Indemnified Party in connection with any settlement made without the Indemnifying Party's prior written consent. The Indemnified Party has the right to participate at its own expense in the claim or suit and in selecting counsel therefor.

11. LIMITATIONS OF LIABILITY

11.1. **Exclusion of Damages.** In no event shall Panoramix be liable in connection with this Agreement for any damages other than those that were foreseen or foreseeable at the time the obligation was contracted and that are an immediate and direct consequence of non-performance by Panoramix. Without limiting the foregoing, the following damages are expressly excluded: (a) increased costs, diminution in value, or lost business, production, revenues, or profits, (b) loss of goodwill or reputation, (c) use, inability to use, loss, interruption, delay, or recovery of the Platform (d) loss, damage, corruption, or recovery of data, or breach of data or system security, (e) cost of replacement goods or services, (f) error or omission which may occur in output data resulting from the processing of the Client input data with the Platform, or (g) consequential, incidental, indirect, special, aggravated, punitive, or exemplary damages, in each case regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

11.2. **Cap on Monetary Liability.** In no event will the aggregate liability of Panoramix arising out of this Agreement, exceed the total of the amounts paid to Panoramix under this Agreement in the 12-month period preceding the event giving rise to the claim.

12. MISCELLANEOUS

12.1. **Relationship Between the Parties.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

12.2. **Interpretation.**

12.2.1. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (e) words denoting any gender include all genders.

12.2.2. Unless the context otherwise requires, references in this Agreement: (a) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices to, this

Agreement; (b) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

12.2.3. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

12.2.4. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Unless other stated, all dollar amounts referred to in this Agreement are stated in Canadian dollars.

12.2.5. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.3. **Entire Agreement.** This Agreement constitutes the sole and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings, agreements, conditions, representations and warranties, both written and oral, with respect to such subject matter.

12.4. **Assignment.** Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without Panoramix's prior written consent. Any purported assignment, delegation, or transfer in violation of this section is void. This Agreement is binding on and enures to the benefit of the Parties and their respective permitted successors and assigns.

12.5. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective permitted successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.6. **Amendments and Modifications.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

12.7. **Superior Force.** A Party may free itself from its liability for injury caused to the other Party by proving that the injury results from superior force, which is an unforeseeable and irresistible event, including external causes with the same characteristics, also known as *force majeure*.

12.8. **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.9. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall

not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.10. **Governing Law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the province of Quebec and Canada's federal laws applicable therein, without regard to their conflict of law rules.

12.11. **Language.** The parties have specifically required that this Agreement and all related documents, including notices and other communications, be drafted in the English language only. *Les parties ont spécifiquement exigé que la présente convention ainsi que tous les documents qui s'y rattachent, incluant les avis et les autres communications, soient rédigés en anglais seulement.*

SCHEDULE A
SUPPORT SERVICES

Support Request. Client may send any request for assistance via the support form on the Platform.

Availability. Panoramix support team is available Monday to Friday (except public holidays), from 9:00am to 5:00pm EST.

Information to be provided. Where Panoramix requests information (logs, procedure for reproducing the problem or any other relevant data), Client shall use its best efforts to provide such information.