NUMODATA's Standard Sales Terms and Conditions (v.2025-03)

These NUMODATA's Standard Sales Terms and Conditions ("**Standard Terms**") apply to any quote, order, order acknowledgment, and invoice, and any sale, license or delivery of all products, software, or services of NUMODATA (as defined below), unless Customer (as defined below) has a separate written and executed agreement with NUMODATA that expressly applies to the aforementioned activity. Depending on the Products (as defined below), other Specific Terms (as defined below) may apply. Customer's acceptance of these Standard Terms in their entirety is expressed by ordering, accepting delivery, keeping, or using the Products or any other act or expression of acceptance by Customer.

This Agreement (as defined below) creates the contractual framework for the supply of Products and Professional Services by NUMODATA to Customer from time to time. The precise Products and Professional Services to be supplied by NUMODATA will be contained in a Purchase Order from Customer.

NUMODATA may distribute Third Party Product, Third Party Software, or Third-Party services under this Agreement. In that case, a Third-Party supplier ("**Third Party Supplier**") has extended or extends to NUMODATA its hardware, licensed software, service and/or support terms that Third Party Supplier generally extends to its end user customers, but at a minimum, those required by applicable law ("**Client Agreement**"). All rights and remedies arising from the Client Agreement, including but not limited to rights and remedies in the event of non-performance, delays or defects, are assigned by NUMODATA to Customer and Customer will therefore be entitled to enforce any claims related to the Third-Party Product, Third Party Software, and/or Third-Party services solely against Third Party Supplier, not NUMODATA.

The Parties (as defined below) agree as follows:

1. **DEFINITIONS**

1.1 **"Affiliate(s)"** means any person, corporation, business or other legal entity that is directly or indirectly controlled by, in control of, or under common control with any Party to this Agreement. For purposes of this definition, the term "control" means legal power to direct or cause the direction of management and policies of a legal entity, or possession of more than fifty percent (50%) of the voting securities (whether directly or pursuant to any option or other similar arrangement) or the power to elect more than fifty percent (50%) of such other corporation's business or other legal entity's board of directors or other managing authority, or other comparable equity.

1.2 **"Agreement"** means a contract between NUMODATA and the Customer that is formed by reference to these Standard Terms, and, where applicable, one or more sets of Specific Terms that are attached hereto (DPA) or available a https://www.numodata.com/terms-conditions or from NUMODATA upon request.

1.3 **"Authorized User(s)"** means any end user to whom Customer grants access authorization to use the Licensed Software or Software Service that is an employee, agent, contractor or representative of Customer, Customer's Affiliates, or Customer's and Customer's Affiliates' business partners.

1.4 **"Business Day"** means a day other than a normal weekend day or public or bank holiday in the country or locality in which the concerned NUMODATA entity is located;

1.5 **"Customer"** means the entity that purchases or places an order for Products and/or Professional Services with NUMODATA.

1.6 **"Documentation"** means NUMODATA's printed, online or electronic information manual or other material that contains operating instructions and performance specifications for the Products or Professional Services which NUMODATA generally makes available to all Customers.

1.7 **"NUMODATA"** means TC Acquisition Inc., or the direct or indirect Affiliate of TC Acquisition Inc. named on the NUMODATA quotation, order confirmation, invoice or other sales documents.

1.8 **"Force Majeure Event(s)"** means for the purpose of the Force Majeure Section 22 any of the following (i) actual, threatened or reported war, act of war, civil war or hostilities; (ii) act of piracy and/or violent robbery; act of terrorists; (iii) blockade, generally imposed trade restriction, embargo; (iv) act of government or public authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic; (vi) act of God, natural disaster or extreme natural event such as earthquake, landslide, flood, or extraordinary weather conditions; (vii) destruction of equipment; cyber security incident; breakdown of transport, communication, information system or power supply; (viii) labour disturbance such as boycott, strike and lockout; or (ix) any other similar event or circumstance unless caused by negligence of the affected party.

1.9 **"Firmware"** means a specific type of computer software (i) embedded in Hardware Products, and (ii) not referred to or sold by NUMODATA with individual Product numbers and line item prices.

1.10 **"Hardware Product(s)"** means the physical equipment, including its Firmware, purchased by the Customer that specified in NUMODATA's acknowledgement of each applicable Purchase Order of the Customer and is provided by NUMODATA under this Agreement.

1.11 **"Intellectual Property"** means discoveries, inventions, designs, works of authorship, and any related rights that are or may be granted or recognized under any Canadian, US or foreign legislation including patents, registered designs, copyrights, moral rights, mask works, trade secrets, trademarks and service marks, integrated circuit topography, logos, and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application for any of the foregoing.

1.12 **"Licensed Software"** means any NUMODATA labelled licensed software programs and software components in object code, source code or other format and all modifications, updates, upgrades and enhancements that NUMODATA agrees to deliver or make available to Customer from time to time under this Agreement. Licensed Software expressly excludes Software Services, Firmware and any modifications, customization or any derivative works made by the Authorized Users to the Licensed Software.

1.13 **"Party"** means a Party to this Agreement which are either NUMODATA or Customer and may be referred to collectively as the **"Parties"**.

1.14 **"Personal Data"** means all information that identifies an individual either (i) directly, for example, your last name, first name, email address or telephone number or (ii) indirectly, for example your account ID, IP address, cookie identifier or usage data.

Commented [TG1]: An individual

1.15 **"Product(s)"** means any NUMODATA Hardware Product, Licensed Software, or Software Service sold, licensed or supplied by NUMODATA under the terms of this Agreement, with the exclusion of Third Party Products and Third Party Software.

1.16 **"Professional Services"** means implementation services, installation services, consulting services, training, Support Program or other services related to a Product provided by NUMODATA under the Professional Services and Support Terms and the Agreement, with the exception of Software Services.

1.17 **"Service Centre"** means NUMODATA service centre(s) and partner-operated certified service centre(s) which offer calibration, repair and maintenance services for Hardware Products.

1.18 **"Section"** means a numbered section within these Standard Terms or within the Specific Terms unless another document is specifically referenced.

1.19 **"Software Service"** means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by NUMODATA under this Agreement.

1.20 **"Support Program"** means support services relevant to a Product provided by NUMODATA and described in Professional Services and Support Terms.

1.21 **"Specific Terms"** means individually or collectively, as the case may be, specific terms relevant to supply by NUMODATA of Products and Professional Services, that are available at https://www.numodata.com/terms-conditions:

- Hardware Products Terms;

- Licensed Software Authorized User License Agreement (EULA);

- Professional Services and Support Terms; and

- Software Service Terms.

1.22 **"Third Party"** means any individual, corporation, partnership, association or other entity, other than the Parties to this Agreement.

1.23 **"Third Party Product"** or "Third Party Software" means the hardware or software products distributed by NUMODATA but manufactured or licensed by a Third Party, as applicable and as indicated in NUMODATA's quotation, sales acknowledgement, invoice or other sales document.

1.24 **"Work Product"** means all deliverables in whatever form produced, created and delivered to Customer as a result of, or related to, performance of Professional Services under this Agreement.

2. ORDERS

2.1 A Customer's purchase order (**"Purchase Order"**) must be placed to NUMODATA in writing in English or in French (only in French-speaking countries and the province of Quebec).

2.2 All Customer Purchase Orders are subject to acceptance by NUMODATA by the issue of a written sales acknowledgement ("**Sales Acknowledgement**"). NUMODATA shall send a Sales Acknowledgement to Customer after the Purchase Order is received by NUMODATA.

2.3 If the Customer's Purchase Order is not fully completed, in the reasonable judgment of NUMODATA, at the latest fifteen (15) Business Days before the scheduled shipping date mentioned in the Sales Acknowledgement, NUMODATA, at its sole discretion, reserves the right to reschedule, as a whole or in part, any delivery.

2.4 Customer's Purchase Order is non-cancellable and considered final. All requests to cancel or reschedule a Purchase Order are subject to acceptance by NUMODATA and in no event shall the shipping date be postponed by more than three (3) months. NUMODATA reserves the right to apply cancellation or restocking charges.

2.5 All requests to consolidate several Purchase Orders are subject to acceptance by NUMODATA and must be made at least fifteen (15) calendar days before the first scheduled shipping date.

2.6 All requests to amend, supplement or replace this Agreement by Customer must be made within forty-eight (48) hours after the date of the Sales Acknowledgement issued by NUMODATA. Otherwise, Customer's acceptance of this Agreement in its entirety is automatically expressed by ordering the Products.

2.7 Customer shall pay or reimburse NUMODATA for all sales or use taxes, duties, withholding taxes or levies imposed by any authority, government or government agency (other than those levied on NUMODATA's net income) in connection with this Agreement. If NUMODATA is required to collect a tax to be paid by Customer, Customer shall pay this tax on demand. If Customer is required to withhold any sum to pay a withholding tax, the amount paid will still be owed to NUMODATA and Customer shall promptly pay that amount to NUMODATA.

3. **PAYMENT TERMS**

Subject to credit approval by NUMODATA, which NUMODATA may modify, revoke or unless otherwise specified by NUMODATA, payments are due net thirty (30) calendar days from the invoice date. Otherwise, the reception by NUMODATA of a letter of credit (as approved by NUMODATA at its sole discretion), draft of which must be accepted by both Parties at least fifteen (15) calendar days prior to the above scheduled shipping date or prepaid payment is required at the latest fifteen (15) calendar days after the reception by Customer of a pro forma invoice. If such letter of credit or prepaid payment is not received within the required timeframe, any scheduled shipping will be delayed for a minimum period of five (5) Business Days after the reception by NUMODATA of the letter of credit or prepaid payment.

4. **INVOICING**

4.1 NUMODATA's invoicing entity is defined in the quotation. Invoices are established in one of the following currencies: EUR, USD, GBP or CAD, unless the Parties otherwise agree in writing. Payments must be made following the instructions and currency indicated on the invoice.

4.2 Unless otherwise specified by NUMODATA, invoice for one hundred percent (100%) of the fees for Products and/or Professional Services will be issued by NUMODATA upon Sales Acknowledgement.

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4.3 If Customer fails to make any payment when due, without limiting NUMODATA's other rights and remedies: (i) NUMODATA may charge interest on the past due amount at the rate of 1.0% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and/or (ii) NUMODATA may condition future payments on payment terms shorter than those specified in Section 3 above; and (iii) Customer shall reimburse NUMODATA for all reasonable costs incurred by NUMODATA in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

4.4 If any charge owing by Customer under this Agreement is thirty (30) calendar days or more overdue, (or ten (10) or more calendar days overdue in the case of amounts Customer has authorized NUMODATA to charge to Customer's credit card), NUMODATA may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under the Agreements so that all such obligations become immediately due and payable, and suspend performance of its obligations until such amounts are paid in full, provided that, other than for Customers paying by credit card or direct debit whose payment has been declined, NUMODATA will give Customer at least ten (10) calendar days' prior notice that its account is overdue, in accordance with the "Notices" Section below, before suspending the performance.

4.5 NUMODATA will not exercise its rights under Section 4.2 or Section 4.3 above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.6 NUMODATA's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If NUMODATA has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, NUMODATA will invoice Customer and Customer will pay that amount unless Customer provides NUMODATA with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, NUMODATA is solely responsible for taxes assessable against it based on its income, property and employees.

5. **HARDWARE PRODUCTS**

Hardware Products are provided pursuant to the specific Hardware Products Terms available at https://www.numodata.com/terms-conditions.

6. **LICENSED SOFTWARE**

Licensed Software is provided under license to Customer pursuant to the applicable EULA included in the Documentation of the corresponding Licensed Software or available at https://www.numodata.com/terms-conditions.

7. **PROFESSIONAL SERVICES**

Professional Services are provided pursuant to the specific Professional Services and Support Terms available at https://www.numodata.com/terms-conditions.

8. **SOFTWARE SERVICES**

Software Services are provided pursuant to the specific Software Service Terms included in the Documentation of the corresponding Software Service or available at https://www.numodata.com/terms-conditions.

9. INTELLECTUAL PROPERTY

NUMODATA retains all Intellectual Property in or related to the Products and performance of Professional Services under this Agreement or otherwise under a Purchase Order or a statement of work, and any Intellectual Property that could result from any alterations, attachments and improvements made by either Party. Customer agrees that all Work Product and all other deliverables which are made, created, developed, written or reduced to practice in any form, at any stage of creation and on any medium by NUMODATA or its subcontractors resulting from the Professional Services shall be the sole and exclusive property of NUMODATA. NUMODATA shall grant to Customer under license, on a non-exclusive basis, all such user rights to its own Intellectual Property which are necessary for the Customer to freely use the Work Product pursuant to the scope of Professional Services in the statement of work.

10. INTELLECTUAL PROPERTY CLAIMS

10.1 NUMODATA shall defend or settle any claim, suit, or proceeding brought against Customer that a Product or Professional Service infringes on a Third Party's Intellectual Property rights, provided Customer promptly notifies NUMODATA in writing and provides control of the defence or settlement, and assistance, to NUMODATA.

10.2 In defending or settling an infringement claim under Section 10.1, NUMODATA will cover (i) direct and reasonable infringement claim defence costs, and (ii) settlement amounts and courtawarded damages; provided in all cases that such costs, amounts, and/or damages do not exceed the amount that Customer paid NUMODATA for the Products or Professional Service at issue. NUMODATA, in its sole discretion, may at any time choose to mitigate damages and remedy any actual or potential claim, suit or proceeding for which it has a defence obligation under this Section by taking anyone or combination of the following measures: (i) securing for Customer the right to continue to use the Product, Professional Service; or (ii) replacing or modifying the Product, Professional Service or any part thereof to make it non-infringing. If NUMODATA, at its sole option, determines that none of these alternatives is commercially reasonable or available, NUMODATA will refund Customer's purchase price upon return of the Product, depreciated on a 36 month (Licensed Software) or 60 months (Hardware Product) linear basis.

10.3 Notwithstanding the foregoing, NUMODATA shall have no obligation to defend or settle any claim, suit, or proceeding under any of the following circumstances where the infringement claim is:

10.3.1 not directly attributable solely to the provision of Professional Service or to the operation of the Product or the infringement claim is based on the operation of the Product in combination with any other software or hardware not provided or licensed by NUMODATA;

10.3.2 based upon Customer's use of other than the most current version of the Product made available to Customer;

10.3.3 based on a patent or copyright owned, controlled, licensable, or licensed by Customer or any of its Affiliates;

10.3.4 based on NUMODATA's compliance with, or use of, Customer's designs, specifications, instructions or technical information;

10.3.5 Products modified by Customer or a Third Party, without NUMODATA's prior written consent; or

10.3.6 based on Customer's operation of the Product in a manner not expressly permitted under this Agreement or in violation of this Agreement.

10.4 This Section 10 states NUMODATA's entire liability, and Customer's sole remedy, for infringement claims.

11. LIMITATION OF LIABILITY

11.1 In no event shall the aggregate liability of NUMODATA under the Agreement exceed the amount actually paid by the Customer to NUMODATA hereunder during the twelve (12) month period preceding the event giving rise to such liability for the Products or Professional Service purchased responsible for such direct damages.

11.2 In no event shall the aggregate liquidated damages under this Agreement exceed ten percent (10%) of the total value of all fees paid by the Customer to NUMODATA hereunder during the twelve (12) month period preceding the event giving rise to the liquidated damages for the Products or Professional Service purchased responsible for such liquidated damages.

11.3 To the maximum extent permitted by the applicable law, in no event NUMODATA shall be liable for any special, indirect, incidental or consequential damages, under any legal doctrine. This shall include loss of data, loss of use and/or profits, business interruption or downtime costs, capital costs or claim of third parties, whether caused by defects, performances, non-performances, delays, personal injuries, property damages or otherwise, regardless whether NUMODATA has been advised of the possibility of such damages and whether the stated remedies have failed of their essential purpose.

11.4 The limitations set forth in this Section 11 will not apply to damages for bodily injury or death, or to damages resulting from willful misconduct or fraudulent misrepresentation by NUMODATA.

11.5 The remedies in this Agreement are Customer's sole and exclusive remedies.

12. CONFIDENTIALITY

12.1 All information (whether written, visual, oral or stored in any computer or other electronic magnetic or optical storage system) relating to the operation and activities of NUMODATA, and all technical information related to the Products or Professional Service shall be deemed "**Confidential Information**". The term "Confidential Information" shall not include such portions of the Confidential Information which (i) are rightfully in Customer's possession before receipt from NUMODATA; (ii) are or become a matter of public knowledge other than as a result of disclosure hereunder; (iii) are rightfully received by Customer from a Third Party who has no duty of confidentiality; or (iv) are independently developed by Customer without use of NUMODATA's Confidential Information. Customer agrees not to disclose, use, communicate, reveal nor make available to any person whomsoever in any manner whatsoever, any Confidential Information other than for performing its obligations or exercising its rights under this Agreement. Furthermore, Customer shall only furnish and provide access to Confidential Information to

those of its employees who need to know the Confidential Information for performing Customer's obligations or exercising Customer's rights under this Agreement and who agree to receive the Confidential Information under terms at least as restrictive as those specified in this Agreement. Customer shall be responsible for the use of the Confidential Information by its employees.

12.2 Customer shall not disclose results of any Product, Professional Service, benchmark tests or security assessments without NUMODATA's prior written consent.

12.3 NUMODATA shall have the right to disclose, without Customer's consent, the terms of the Agreement to NUMODATA's Third Party licensors and web service providers.

12.4 If Customer becomes legally compelled to disclose any of the Confidential Information, it will provide NUMODATA with prompt notice in order that NUMODATA may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section. In the event that such protective order or other remedy is not obtained, or that compliance herewith is waived, only that portion of the Confidential Information that is legally required (as determined by written opinion of counsel addressed to both Parties) will be furnished and Customer compelled to disclose shall exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so furnished.

12.5 Customer acknowledges that its breach of this Agreement would cause NUMODATA immediate and irreparable harm for which payment of money would not adequately compensate NUMODATA. Therefore, NUMODATA shall be entitled, in addition, to any other remedies available at law or in equity, to seek injunctive relief for any such breach without proof of actual damages or the posting of bond or other security in any court of competent jurisdiction under the laws of such jurisdiction.

12.6 These provisions of this Section 12 shall survive the termination or expiration of the Agreement.

13. SURVIVAL

The provisions of Section 9 (Intellectual Property), Section 11 (Limited Lability), Section 12 (Confidentiality) and this Section 13 (Survival) of this Agreement will survive the termination or expiration of the Agreement. All other Sections that by their sense and context are intended to survive the execution, delivery, performance and termination of this Agreement, including from the Specific Terms, will survive and continue in effect.

14. NOTICES

All notices required under this Agreement must be in writing and sent by registered mail to, or emailed to the applicable address, or email address, respectively, as set out below or must be delivered by hand to the respective contact identified below. Notices sent by registered mail, or hand delivery will be deemed to have been received when they are hand delivered, or seven (7) calendar days of their mailing. Notices sent by email will be deemed to have been received on the day: (i) the recipient of the applicable email address set out below responds to or acknowledges such email notice; or (ii) such email notice is sent if the same notice is promptly delivered by registered mail or hand delivery.

If to NUMODATA	If to Customer
NUMODATA Inc. Attn: Legal Department Email: legal@NumoData.com	*Address contained in Customer's Purchase* *Order*

Either Party may change any of its address as set out herein by sending a notice to the other Party, and such change in address will be incorporated into this Agreement without any further formalities.

15. FEEDBACK

Customer may from time to time provide suggestions, ideas, comments or other feedback ("**Feedback**") to NUMODATA regarding the Products or Professional Service. Customer agrees that all Feedback is and shall be given entirely voluntarily. Customer agrees that any Feedback provided to NUMODATA regarding the Products or Professional Service will be the exclusive property of NUMODATA. To the extent Customer owns any rights in the Feedback, Customer agrees to assign and hereby do assign to NUMODATA all right, title and interest in and to the Feedback. Customer agrees to perform all acts reasonably requested by NUMODATA to perfect and enforce such rights. NUMODATA will reimburse Customer for direct out of pocket costs incurred in complying with NUMODATA's requests.

16. GRAY MARKET

16.1 Customer may not sell, transfer, lease, assign, make available for timesharing, or sublicence, in whole or in part, the Products. Furthermore, Customer shall not move the Products to another location without NUMODATA's prior written approval.

16.2 NUMODATA and its Service Centres will not honour warranty, install, maintain, repair, calibrate, provide technical support nor make any support contracts available for gray market products. Please refer to NUMODATA's Policy Regarding Gray Market Products located at https://www.numodata.com/terms-conditions.

17. ASSIGNMENT

Customer may not assign or transfer the rights or obligations under this Agreement without (i) the prior written consent of NUMODATA; (ii) the payment of the assignment fees as determined by NUMODATA; and (iii) compliance with any other conditions that may be determined by NUMODATA. Such consent will be at the sole discretion of NUMODATA. Any attempted assignment without such consent shall be void and without effect. If NUMODATA grants its consent to any assignment or transfer or where applicable

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change of username, the assignee, transferee or other new user must obtain a new username and password from NUMODATA prior to exercising any rights under this Agreement. Consent by NUMODATA to any assignment, transfer or change in username shall not be deemed consent to any subsequent assignment, transfer or change of username. NUMODATA shall be entitled to assign this Agreement or any or its rights, obligations or Purchase Orders, in part or in totality, received hereunder to any of its Affiliates.

18. EXPORTATION

Products or Professional Services may be subject to export restrictions. Customer undertakes to comply with all applicable international and national laws, including the U.S. Export Administration Regulations, as well as the end user and destination restrictions issued by the governments of the EU, the U.S., Canada, Finland and other countries. As such, if requested by an Export Control Administration, Customer will promptly provide to NUMODATA an end-user statement certifying the name and address of the end user, the final destination and the end use of the Products or Professional Services. Customer agrees that neither it nor its Affiliates will directly or indirectly export, re-export, transfer, release or cause to be exported or re-exported any product to any destination or entity prohibited or restricted under the EU, the U.S., Canadian or Finnish laws, including but not limited to, embargoed or sanctioned countries, entities or nationals thereof, unless it shall prior to export, obtain an authorization from the applicable government agency either in writing or as provided by applicable regulation. Customer also agrees to comply with all trade laws applicable in other country jurisdictions as they pertain to import, use, export or distribute the products.

19. PRIVACY NOTICE

NUMODATA is committed to protecting the privacy and security of Customer's personal information. Please refer to Customer Privacy Notice located at https://www.numodata.com/privacy-policy , applicable when (i) Customer orders or inquires about NUMODATA Products, Professional Services; and (ii) NUMODATA quotes, accepts Purchase Orders, sends order acknowledgments, invoices, sells, licenses or delivers Products, Professional Services to Customer.

20. PERSONAL DATA

The terms of the Data Processing Agreement ("**DPA**") shall apply to the provision of NUMODATA's Products, Software and Services with respect to the processing of Personal Data and, in such case, the Customer shall be the data controller and NUMODATA shall be the processor. The DPA will be incorporated into this Agreement, if applicable, based on the Services, Products and Purchase Orders and as of the date the Customer sends a copy of the signed DPA to legal@NumoData.com in accordance with the instructions contained therein.

21. ORDER OF PRECEDENCE.

If there is any conflict or inconsistency in or between any Sections of these Standard Terms and any Sections of the applicable Specific Terms or other documents, the following order of precedence will apply among them:

1. Specific Terms;

2.   Standard Terms;

3.   NUMODATA quotation for the Products or Professional Services;

4.   Documentation; and

5.   Customer's Purchase Order(s).

22. FORCE MAJEURE

22.1 Neither Party will have any liability for delay or non-delivery in the performance of its obligations under this Agreement when attributed to a Force Majeure Event that prevents a Party from performing one or more of its contractual obligations.

22.2 The Parties shall cooperate to minimize the effects of the Force Majeure Event on performance of the Agreement and shall discuss in good faith alternative ways in which the Agreement can be performed and/or the effect of the Force Majeure Event can be minimized.

22.3 Neither Party shall be considered in breach of Agreement nor liable in damages for delay in or for non-performance of one or more of its contractual obligations to the extent caused by the Force Majeure Event.

22.4 Nothing in this Section shall impact on either Party's payment obligations under the Agreement unless those payment obligations are directly affected by the Force Majeure Event.

23. GOVERNING LAW AND ARBITRATION

23.1 This Agreement shall be interpreted and governed in accordance with the laws of the Province of Quebec, Canada, and the laws of Canada applicable therein, without regard to its rules of conflict of laws.

23.2 With the exception of any disputes or questions where injunctive relief may be obtained in any competent jurisdiction and under the laws of such jurisdiction, namely but not limited to for breach of confidentiality obligations or infringement of intellectual property, the Parties agree that any disputes or questions arising hereunder, in particular concerning its formation, existence, validity, effects, interpretation, implementation, violation, resolution or annulment, shall be finally resolved by means of arbitration in accordance with the International Arbitration Rules of the Canadian Commercial Arbitration Center by one (1) arbitrator appointed in accordance with the said rules. Any such arbitration shall occur in Quebec City, Province of Quebec, in Canada, and the decision of the arbitrator shall be final and binding upon the Parties both as to law and to fact and shall not be appealable to any court in any jurisdiction.

The Parties shall share the expenses of the arbitrator equally, unless the arbitrator determines that expenses shall be otherwise assessed.

24. MISCELLANEOUS

24.1 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes (i) all prior agreements, oral or written; (ii) any conflicting terms in Customer's Purchase Order or NUMODATA's invoice; and (iii) all other communications relating thereto. If any Section or portion of a Section of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

24.2 **Severability**. If a court of competent jurisdiction declares any provision of this Agreement invalid, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

24.3 **No waiver**. The failure of either Party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either Party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

24.4   **Similar agreements**. This Agreement shall not prevent either Party from entering into any similar agreement with any Third Party, whether in the same or in a different industry.

24.5 **Language**. The Parties agree that this Agreement and any document referenced herein or attached hereto to be drafted in English.

24.6 **URLs**. Any reference to information contained in a URL form an integral part of this Agreement and Customer hereby confirms that it has access to the Internet and confirms that prior to entering into this Agreement it has read and agrees with the terms and conditions set out in those documents.

24.7 **Interpretation**. References to one gender include all genders and references to the singular include the plural and vice versa; a person includes any government, state, state agency, company, partnership or unincorporated association (whether or not having separate legal personality); a company will include any company, corporation or any body corporate, wherever incorporated; any legislation includes any

modifications, re-enactments or consolidation made to such legislation from time to time. Any words following the terms "including", "include", "in particular", "for example" or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms. Any time a Party's right or obligation is expressed as one that they "may" exercise or perform, the option to exercise or perform that right or obligation will be in that Party's sole discretion.

24.8 **Conflict with local law.** If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required.

24.9 **Headings**. The headings used herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

25. END OF STANDARD TERMS

CONTACT INFORMATION: If you have any questions about this Agreement, please direct all correspondence to: Legal@NumoData.com.

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