

GENERAL TERMS AND CONDITIONS OF SALES

1. Applicability.

(a) CENTREON SOFTWARE SYSTEMS Ltd. (“**CENTREON Canada**”) is a company specialised in the provision of IT infrastructure monitoring solutions to its clients, which includes related software and services.

(b) These terms and conditions (these “**Terms**”) are the only terms that govern the end-user license that CENTREON Canada may give, directly or indirectly through its authorized resellers, on its proprietary software (the “**Licensed Software**”);, the provision of services pertaining to the Licensed Software (such as maintenance and support) and the provision of other consulting services by Centreon Canada, an affiliate of Centreon SAS (“**CENTREON France**”, and together with CENTREON Canada and their respective affiliates, “**CENTREON Group**”), or any of its agents, to any of its customer, purchaser and/or licensee, howsoever designated (each, a “**Customer**”).

(c) The order confirmation is provided by CENTREON Canada following the Customer request of the Licensed Software and services (the “**Order Confirmation**”). The Order Confirmation, along with these Terms (together, the “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, the Order Confirmation shall govern, unless the Order Confirmation expressly states that these Terms shall control.

(d) These Terms prevail over any of Customer's general terms and conditions irrespective of when or whether such general terms and conditions have been brought to the attention of CENTREON Canada, be it on a standalone basis or as part of its request for proposal or order or in any other manner. License of the software or provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Licensed Software and Services.

CENTREON Canada shall:

(a) grant to the Customer all licenses on Centreon proprietary software and related documentation (i.e. user guides, operating manuals, product specifications, and other information relating to such software, in whichever format, as provided from time to time, together, the “**Documentation**”), as described in the Order Confirmation

(b) provide the maintenance and/or support services in connection with the Licensed Software, as described in the Order Confirmation; and

(c) provide the consulting services as may be required by Customer from time to time (together with the maintenance and support services, the “**Services**”), including the delivery or preparation, in the course of performing the Services, of the documents, work product and other materials relating thereto, and any other items identified as such in the Order Confirmation or as agreed by the parties in the course of performing the Services, if any (the “**Deliverables**”) the whole in accordance with the Order Confirmation and with these Terms.

3. End-User License.

(a) The Licensed Software is only licensed, not sold, in accordance with the terms of this section 3.

(b) The title to Licensed Software is, and shall at all times be and remain, the sole and exclusive property of CENTREON Canada or, in the case of a sub-license, of its licensees;

(c) Subject to Customer's continuous compliance with this Section 3 and payment of the applicable licence fees, CENTREON Canada grants to Customer, for the duration of the term specified in the Order Confirmation or any order relating to the Licensed Software with the authorized resellers of CENTREON Canada, a limited, revocable (strictly in accordance with the terms contained herein), non-exclusive, non-transferable, non-sublicensable right and license to configure, install and use the Licensed Software on the Customer computing system (“**Customer environment**”), for the purposes and the number of network nodes (also referred to as IT assets or hosts), described in the Order Confirmation, if any (the “**License**”).

For the purposes of these Terms, a Customer environment is generally limited to one by License and means the Customer system on which the Licensed Software will be installed and used, including but not limited to the Customer servers, operating system(s) and network connections.

(d) Unless otherwise specified in the Order Confirmation or any order relating to the Licensed Software with the authorized resellers of CENTREON Canada, the License on the Licensed Software shall be granted for a period of twenty-four (24) months from the day of the delivery of the Licensed Software in accordance with Section 7. It shall then be automatically renewed for successive periods of one year or for successive periods, each corresponding to the duration described in the initial Order Confirmation, unless revoked by CENTREON Canada in its discretion at any time or unless Customer in its discretion gives written notice of non-renewal to CENTREON Canada no later than thirty (30) days prior to the end of the initial term or the renewal term, as applicable.

(e) Customer acknowledges that the Licensed Software is the valuable proprietary and trade secret information of CENTREON Canada or third-party licensees. Customer shall (i) limit use of such Licensed Software to the Customer environment, for the purposes and number of nodes defined in the Order Confirmation (ii) not provide any of the Licensed Software to another party; and (iii) take all reasonable precautions to maintain the confidentiality of the Licensed Software.

(f) Customer acknowledges that it may be required to embed a software security mechanism within the Licensed Software or adopt at any time any security measure, as deemed necessary by CENTREON Canada or its third-party licensees, in order for CENTREON Canada to monitor usage of the Licensed Software and verify Customer's compliance with this Agreement.

(g) Customer shall not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the Licensed Software. Customer shall not modify, adapt, translate, reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of the Licensed Software, except as required by applicable law or to reproduce machine-readable object code portions for backup purposes and installation of new releases. It is

however understood that Customer may perform monitoring services on the Licensed Software.

(h) Unless otherwise stated in the Order Confirmation and save necessary backups, Customer shall not make or allow others to make copies or reproductions of the Licensed Software

(i) Customer shall not use any third-party software in connection with the Licensed Software, save and except with the prior written express consent of CENTREON Canada. Apart from the open-source software released by CENTREON Group, Customer shall not use or incorporate any open source software, malware, virus or other harmful code in or in connection with the Licensed Software or knowingly or unknowingly expose or allow a third party to expose the Licensed Software to same.

(j) Customer agrees not to and causes its employees or other service providers not to remove any product identification, copyright notices, or other notices or proprietary restrictions from the Software.

(k) The Licensed Software may contain third-party software or open source software that is subject to additional terms and conditions. In the event that a license to use such third-party software must be obtained by Customer directly from such third party pursuant to a separate agreement, the terms and conditions governing, the use of such third-party software shall be the terms and conditions of such third-party license and not this Agreement. In the event that the Licensed Software is being sub-licensed by CENTREON Canada to Customer, CENTREON Canada shall provide Customer with an up-to-date copy of the applicable license between the third-party licensor and CENTREON Canada and Customer agrees to comply with any and all terms and conditions contained therein as though such terms and conditions had been recited at length in this Agreement. Furthermore, Customer shall be solely responsible for its compliance with terms and conditions applicable to open-source software.

(l) During the term of this Agreement or the License, whichever is the latest, in order to assist CENTREON Canada with the protection of its proprietary rights with respect to the Licensed Software and to enable CENTREON Canada to ensure that Customer is complying with its obligations with respect to the proprietary nature and confidentiality of the Licensed Software, Customer hereby permits CENTREON Canada or any third party acting on behalf of CENTREON Canada, as the case may be, to visit during business days any premises at which the Licensed Software is used and shall provide CENTREON Canada or such third party with access to such Licensed Software. Such visit shall be under reasonable conditions agreed upon by the parties, shall not be unduly intrusive and shall respect at all times confidential information held by Customer.

(m) Any breach of the provisions of this Section 3 by Customer will cause immediate termination of the License, but not exclusive of any other remedies available to CENTREON Canada by law or otherwise.

(n) Upon termination of the License, for any reason whatsoever, Customer shall return the Licensed Software to CENTREON Canada within five (5) days and shall certify, under the hand of a duly authorized officer of Customer, that all copies of the Licensed Software or any part thereof, in any form, within the possession or control of Customer have been returned to

CENTREON Canada or permanently destroyed in accordance with the instructions of CENTREON Canada.

4. Services. CENTREON Canada may provide to Customer the following services, as described in the Order confirmation:

(a) Technical support and assistance pertaining to the Licensed Software, which may include, basic guidance on installation and configuration of the Licensed Software through access to CENTREON Group tutorials, online knowledge database, remote control (VTC) and diagnostic, as well as incidents reports; and resolutions of errors to the Licensed Software ("**Technical Support Services**"). Customer acknowledges that additional terms and conditions may be applicable to the Technical Support Services. Such terms and conditions will be provided by CENTREON Canada to the Customer, as applicable.

(b) Maintenance services on the Licensed Software, which includes the provision of any upgrades, improvements, enhancements, bugfixes and modifications made available, from time to time, by CENTREON Canada and pertaining to the Licensed Software; and

(c) Any consulting services, including training, related to IT monitoring as required by Customer and provided by CENTREON Canada from time to time.

5. Customer's Obligations. Customer shall:

(a) cooperate with CENTREON Canada in all matters relating to the Services, including to provide such access to Customer's environment, Customer's premises, and such office accommodation and other facilities as may reasonably be requested by CENTREON Canada, for the purposes of granting the License on the Licensed Software and performing the Services;

(b) ensure that it complies with all instructions and prerequisites related to the Licensed Software as contained in the Documentation and that it has provided its employees or the other users of the Licensed Software proper training to correctly use the Licensed Software and ;

(c) for Licensed Software provided on a subscription basis, ensure that the Customer servers are connected with CENTREON Group website and authentication servers in a regular manner;

(d) respond promptly to any CENTREON Canada request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for CENTREON Canada to perform the Services in accordance with the requirements of this Agreement;

(e) provide such Customer materials or information as CENTREON Canada may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and

(f) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

6. Customer's Acts or Omissions. If CENTREON Canada's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents,

subcontractors, consultants or employees, CENTREON Canada shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Delivery. Except as specifically provided in the Order Confirmation, CENTREON Canada shall have the right to select the date of delivery of the Licensed Software or performance of the Services. CENTREON Canada will take reasonable steps to ensure prompt shipment or delivery. CENTREON Canada shall not be liable to Customer for any delay in delivery of the Licensed Software ordered by Customer. Services shall be deemed to be delivered at the time of completion by CENTREON Canada of the Services.

Except as expressly provided in the Order Confirmation, delivery of any Licensed Software will be completed upon registration of the activation key, whether online or manually onto the Customer environment, as provided by CENTREON Canada to Customer to access the Licensed Software by Customer. Unless otherwise stated in the Order Confirmation, the activation of the Licensed Software shall be deemed to occur no more than five (5) days after the date of receipt of the Order Confirmation by Customer.

Customer acknowledges that to ensure continuous access to and use of Licensed Software, CENTREON Canada may send, on a regular basis and up to several times a year, new activation keys to Customer. Customer must register the activation keys within the period indicated by CENTREON at the time of their delivery.

8. Installation of the Licensed Software. Unless otherwise expressly stipulated in the Order Confirmation, the Licensed Software shall be installed by and at the risk and expense of Customer. In the event that CENTREON Canada is requested to supervise such installation, CENTREON Canada's responsibility shall be limited to exercising that degree of skill customary in the trade in supervising installations of the same type. Customer shall remain responsible for all other aspects of the work including compliance with the local regulations.

9. Changes or Cancellation. Order Confirmations are not subject to changes or cancellation by Customer, except with CENTREON Canada's prior written consent. In such cases where CENTREON Canada authorizes changes or cancellation, CENTREON Canada reserves the right to charge Customer with reasonable costs based upon expenses already incurred and commitments made by CENTREON Canada, including, without limitation, any labor done, material purchased and also including supplier's usual overhead and reasonable profit and cancellation charges from CENTREON Canada's suppliers. Notwithstanding anything to the contrary to the above, CENTREON Canada may, from time to time, change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation.

10. Fees; Payment; Interest on Late Payments.

(a) In consideration of the provision of the Services and the License by CENTREON Canada granted to Customer under this Agreement, Customer shall pay the fee(s), purchase price(s), rent(s), License fee(s) and/or royalties, including any fees due to the License renewal (collectively, the "**Fees**"), as applicable, set forth in the Order Confirmation.

(b) Unless otherwise stated in the Order Confirmation, Customer shall pay and assume all shipping costs related to the shipment and delivery of the Licensed Software and Deliverables, if any, including, without limitation, applicable taxes, duties, and appropriate insurance, freight and storage costs incurred in connection with said Licensed Software and Deliverables.

(c) Unless otherwise stated in the Order Confirmation:

(i) 40% of all Fees pertaining to the consulting services as set forth in the Order Confirmation shall be invoiced by CENTREON Canada (together with the related taxes and charges providing herein) and paid by Customer upon the acceptance of the Order Confirmation and the balance of the Fees shall be paid upon delivery of said services, together with the related taxes and charges providing herein; and

(ii) The amount corresponding to six (6) months of License fees as set forth in the Order Confirmation shall be invoiced by CENTREON Canada (together with the related taxes and charges providing herein) and paid by Customer upon the acceptance of the Order Confirmation and the balance of the License fees shall be paid in accordance with the terms of the Order Confirmation;

(d) Customer shall pay all invoiced amounts due to CENTREON Canada on receipt of CENTREON Canada's invoice. Customer shall make all payments hereunder in Canadian dollars by wire transfer or as otherwise agreed between the parties.

(e) In the event payments are not received by CENTREON Canada when they become due in accordance with the Order Confirmation, CENTREON Canada may:

(i) charge interest on any such unpaid amounts at a rate of 1.5% per month (18% per annum) or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid;

(ii) declare the entire amount of Fees immediately due and payable without notice or demand to Customer;

(iii) suspend performance for all Services and/or delivery of the Licensed Software until payment has been made in full;

(iv) revoke the License or take possession of any or all of the Licensed Software, without demand or notice, without any court order or other process of law; and

(v) revoke any Customer online access to Centreon Group servers.

11. Taxes. Customer shall be responsible for all taxes, including sales tax, goods and services tax, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or local governmental entity on any amounts payable by Customer hereunder.

12. Intellectual Property Rights on Deliverables.

(a) Unless otherwise stated in the Order Confirmation, all intellectual property rights, including copyrights, patents, patent

disclosures and inventions (whether patentable or not), trade-marks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all **Deliverables** shall be owned by CENTREON Canada. Subject to the payment of the Fees (if any) and unless otherwise stated in the Order Confirmation, CENTREON Canada hereby grants Customer a license to use all Intellectual Property Rights on a non-exclusive, worldwide, non-transferable, non-sublicensable, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables.

13. Publicity and Promotion. Unless otherwise stated in the Order Confirmation, CENTREON Group shall be allowed to use photos, videos and any other material from the work done in relation with the Services (including Deliverables) and the Licensed Software for promotional purposes, including but not limited to its website, corporate videos and other promotional material. The Customer hereby grants to CENTREON Group a non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, non-transferable, non-sublicensable license to incorporate the name and trade-marks of the Customer for the purposes of the foregoing. CENTREON Canada will also be given industry standard credits for its contribution to the project whenever credits are communicated.

14. Confidential Information.

(a) All non-public, confidential or proprietary information of each party to this Agreement, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by the disclosing party to the other party, i.e. the receiving party, ; and whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential”, in connection with the provision of the Services or Goods and this Agreement is confidential, and shall not be disclosed or copied by the receiving party without the prior written consent of the disclosing party. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to Customer at the time of disclosure; or
- (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of the Services (including Deliverables) and the Licensed Software.

15. Representation and Warranty.

(a) With respect to Services, CENTREON Canada represents and warrants to Customer that it shall perform the Services in accordance with applicable laws, using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) CENTREON Group shall not be liable for a breach of the warranty set forth in this Section 15 unless Customer gives written notice of the defective Services or Licensed Software, reasonably described, to CENTREON Canada within sixty (60) days of the time when Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to Section 15(b), CENTREON Canada shall, in its sole discretion, either:

- (i) repair or re-perform such Services (or the defective part); or
- (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) With respect to Licensed Software, CENTREON Canada solely warrants that, for a period of three (3) months following delivery of the Licensed Software (the “**Limited Warranty Period**”), the Licensed Software shall conform in all material respects to the Documentation, and shall perform, in all material respects, as described in the Documentation if the Licensed Software is properly used in accordance with said Documentation and these Terms (the “**Limited Warranty**”). This Limited Warranty does not cover any malfunctions of the Licensed Software arising from (i) a malfunction or defect of the Customer computer or telecommunication networks, including internet failure; (ii) from failures of software developed by third parties; and (iii) any malfunction or defect resulting from the configuration of the Customer operating system

(e) CENTREON Canada shall use its best efforts to correct, as soon as practicably possible and using experienced and knowledgeable resources, any malfunctions of the Licensed Software which are reported in writing to CENTREON Canada, during the Limited Warranty Period, as required for the Licensed Software to conform to the Limited Warranty.

(f) THE REMEDIES SET FORTH IN THIS SECTION 15 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF CENTREON GROUP FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 15.

16. Default and access to the source programmes.

The Client may access to the work “Centreon – Complete Solution” whose IDD number is FR.001.510037.000.S.C.2020.000.10200, which has been deposited with the French organization Agence pour la Protection des Programmes, in case of a judicial winding-up of Centreon SAS (the Centreon parent company), without assumption of Centreon’s commitments in respect of the Client in the judgement pronouncing the termination of said winding-up; Access to the deposited elements shall take place in the cases provided hereinabove in accordance with the procedure for accessing the deposited elements of the APP. Access to the deposited elements shall be authorised by the APP’ Access Commission on presentation of the elements indisputably proving the judicial winding-up. No access to the deposited elements shall be authorized in case of payment default by Centreon of any potential costs or fees it owes to the APP. In case of access to the deposited elements, an identical duplication shall be made from the last update of the deposit, save express request made by the Client to access a prior deposit, by an

officer of the APP. The costs related to the access procedure and to the duplication of the deposited elements shall be borne by the Client.

The Client may only use the deposited elements within the limit of the rights which have been assigned to it by Centreon, the access to the deposited elements shall not transfer any other right to the Client.

17. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 15 ABOVE, CENTREON GROUP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

18. Limitation of Liability.

(a) IN NO EVENT SHALL CENTREON GROUP BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF EXTRACONTRACTUAL OBLIGATION (TORT (INCLUDING NEGLIGENCE)) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL CENTREON GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, BREACH OF EXTRACONTRACTUAL OBLIGATION (TORT (INCLUDING NEGLIGENCE)), INTELLECTUAL PROPERTY INFRINGEMENT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO CENTREON CANADA PURSUANT TO THIS AGREEMENT.

(c) The limitation of liability set forth in Section 18(b) above shall not apply to (i) liability resulting from CENTREON Group gross negligence or wilful misconduct and (ii) death or bodily injury resulting from CENTREON Group negligent acts or omissions.

19. Term and Termination. This Agreement shall be effective until (i) the end of the term of the License as described in the Order Confirmation and in accordance with Section 3 above, or (ii) the performance of the Services and payment of such Services by Customer in full, whichever is the latest.

In addition to any remedies that may be provided under this Agreement, CENTREON Canada may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Customer's receipt of written notice of non-payment;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to

bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

20. Insurance. During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$ one million with financially sound and reputable insurers. Upon CENTREON Canada's request, Customer shall provide CENTREON Canada with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name CENTREON Canada as an additional insured. Customer shall provide CENTREON Canada with 30 days' advance written notice in the event of a cancellation or material change in Customer's insurance policy.

21. Waiver. No waiver by CENTREON Canada of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by CENTREON Canada. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Force Majeure. CENTREON Canada shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of CENTREON Canada including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

23. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of CENTREON Canada. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement. CENTREON Canada may delegate or subcontract any portion of the Services or its obligations under this Agreement to any other person or entity without the prior consent of Customer. Further, CENTREON Canada may assign this Agreement to any member of CENTREON Group without the prior consent of Customer.

24. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained 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.

25. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal

or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

26. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.

27. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Province of Ontario in each case located in the City of Toronto, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

28. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail (with delivery receipt) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

29. 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.

30. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: License terms, Confidential Information, Representation and Warranty, Disclaimer of Warranties, Limitation of Liability, Insurance, Governing Law, Submission to Jurisdiction and Survival.

31. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

32. Language. The parties declare that they have required that this agreement be drawn up in the English language. *Les parties aux présentes déclarent qu'elles ont exigé que cette entente et tous les documents y afférant soient rédigés en langue anglaise.*