

TERMS AND CONDITIONS

1. LICENSE

1.1. **License.** Subject to compliance with the conditions of this Agreement, including in particular the payment of the fees mentioned in Article 5.1, GSF hereby grants to the Customer a limited, revocable, non-exclusive, non-sublicensable, and non-transferable right of use to install, use or run the Software specified in the Quotation (the “**License**”). The terms of use of the operating software and database management software provided with the Equipment, if any, may not be governed by this Agreement, but are governed by separate user license agreements. The Customer, by signing this Agreement, agrees to acquaint itself with said third-party licenses at the time of installation and agrees to use the software in accordance with the terms of these separate license agreements.

1.2. **Term.** The term of the Software License applies to the relevant Quotation and/or any renewal notice sent to the Customer. For the first Quotation, the term of the License is one (1) year and starts on the Effective Date.

1.3. **Renewal.** Within thirty (30) days prior to the expiry date of the Licences, GSF will send the Customer a renewal notice informing them of the expiry of the Licences, the list of Licences granted and the price of such Licences for the next year. Unless the Customer gives GSF written notice of renewal at least thirty (30) days prior to the expiry date of the Licences or contacts GSF to amend the list of Licences granted, the granted Licences described in the renewal notice will automatically terminate as of their expiry date.

1.4. **Use of the Software by the Customer.** The License granted under this Agreement authorizes the Customer to use the Software on the Equipment. The Customer must only use the Software for its own operations and must not, in particular, allow companies of its group, subsidiaries or third parties to use, install or run them. The Customer must not decompile, disassemble, sell, modify, distribute (or sublicense), transform, create or otherwise create works modeled or derived from such Software or translate any part thereof. In addition, the Customer agrees not to use the Software for the benefit of third parties, on a multi-user sharing model, to develop a competitive product, and/or otherwise.

1.5. **Copies.** The Customer shall not make copies of the Software, in whole or in part, as provided to the Customer under this Agreement in the form of computer code (except for backup copies). All copies made by the Customer remain the exclusive property of GSF.

1.6. **Software Ownership Rights.** The Customer acknowledges that GSF and/or its partners, as the case may

be, are the owners of all rights (including ownership), titles and interests in the Software and related Documentation, as well as all intellectual property rights (including all copyrights, trade secrets, patents, trademarks, process and methodology) and any modifications or upgrades potentially made by GSF and/or its Partners, including but not limited to those made pursuant to this Agreement or at the request of the Customer.

1.7. **Monitoring of Software Use.** GSF reserves the right to monitor and audit the Customer's use of the Software to ensure compliance with this Agreement, with any applicable Quotation and, if applicable, with the Licenses. Such monitoring may be carried out by GSF, a Partner or an authorized third party at GSF's expense. Such monitoring will not unreasonably interfere with the normal course of business of the Customer.

2. HOSTING SERVICES

2.1. **Hosting Services.** Subject to compliance with the conditions of this Agreement, including in particular the payment of Fees, GSF undertakes to provide the Customer, during the Term and when such services are to be rendered under the terms of the Quotation, with cloud hosting services for the storage of Customer Data (the “**Hosting Services**”).

2.2. **Continuous Availability.** GSF makes no representation or warranty regarding the continued availability of the Hosting Services, which may be offline or unavailable for an indefinite period of time for maintenance, system outage or any other event beyond the control of GSF.

3. TRAINING SERVICES, SUPPORT SERVICES, AND MAINTENANCE AND UPDATING SERVICES

3.1. **Training Services.** Subject to compliance with the conditions of this Agreement, including in particular the payment of Fees, GSF undertakes to provide to the Customer, during the Term and when such services are to be provided by GSF under the terms of the Quotation, training services on topics related to the forest industry and/or the use of the Equipment and/or the Software, online or in person, as stated in the terms set out in the Quotation (the “**Training Services**”).

3.2. **Support Services.** Subject to compliance with the conditions of this Agreement, including in particular the payment of Fees, GSF undertakes to provide the Customer with technical support services by telephone and email for the use of the Software and Equipment, and more particularly for their initial implementation (the “**Support Services**”), as stated in the conditions set out in the Quotation. At the request of the Customer, a physical support service on the Customer's premises may be offered

to the Customer, subject to the payment of the hourly rate of the assigned personnel and the payment of the costs related to their travel and accommodation.

3.3. **Availability of Support Services.** Subject to the specific conditions of any Quotation, GSF undertakes to respond to a request for Support Services within a maximum response time of seventy-two (72) hours during business days, subject to traffic. Each call and email counts for one (1) hour of Support Services.

3.4. **Maintenance and Updating Services.** Subject to compliance with the terms of this Agreement, including in particular the payment of Fees, GSF will ensure the maintenance and updating of the Software in order to make the technical corrections and modifications deemed necessary by GSF for the proper functioning of the Software and Equipment, and also in the event of Software outage or malfunction (the "**Maintenance and Updating Services**"), as stated in the conditions set out in the Quotation.

3.5. **Annual Subscription.** The Customer understands and acknowledges that the aforementioned Services, with the exception of Hosting Services, will be offered to the Customer, after the first year of the Agreement, on the basis of an annual subscription, the amount of which will be fixed by GSF according in particular to the number of Licenses granted. The subscription to these Services will be renewable from year to year according to the renewal terms of the Licences with the necessary modifications as stated in Article 1.3 of the General Conditions.

4. SALE, DELIVERY, INSTALLATION, ACCEPTANCE OF EQUIPMENT

4.1. **Sale.** According to the conditions set out in the Quotation, GSF hereby sells the Equipment described in the Quotation to the Customer on the date set out therein, who agrees to purchase it, in return for the prices set out in the Quotation. Any purchase of additional Equipment not included in a Quotation will be subject to another Quotation. As long as the Customer has not paid in full the prices set out in the related Quotation, pursuant to the terms and conditions herein, the Equipment remains the property of GSF. Despite the fact that the Customer is not yet the owner of the Equipment, the Customer nevertheless remains liable for their loss, partial or total, toward GSF upon taking possession of them, if applicable, even during a Force Majeure event.

4.2. **Delivery.** The terms of Equipment delivery are indicated in the related Quotation. The Customer must pay for any routing, packaging, handling, insurance or special charges requested by the Customer and accepted by GSF.

4.3. **Installation.** Subject to the Support Services provided by GSF, the installation, configuration and operation of the Equipment is the responsibility of the Customer at its own expense. The Customer undertakes to comply with the standards and requirements specified in the Documentation transmitted for this purpose by GSF. IN NO EVENT SHALL GSF BE LIABLE FOR ERRORS, LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO THE INSTALLATION, CONFIGURATION OR OPERATION OF THE EQUIPMENT BY THE CUSTOMER AND THE CUSTOMER'S REPRESENTATIVES HIRED TO DO SO.

4.4. **Provision of Access.** GSF will provide the Customer with the passwords and network links or connections necessary for the Customer to access the Software and Equipment.

4.5. **Limited Warranty.** GSF's sole liability and obligation with respect to the Equipment sold to the Customer under this Agreement are limited to honoring GSF's existing warranty, the terms of which are reproduced in Appendix A to form an integral part of this Agreement, to the exclusion of any other legal warranty.

5. FEES AND PAYMENT.

5.1. **Fees.** The Customer shall pay all Fees set out in the applicable Quotations and/or renewal notices plus applicable taxes (the "**Fees**").

5.2. **Invoicing.** Unless otherwise stated in the Quotation, all invoices are payable within thirty (30) days of the date of issue. The disputed amounts do not affect the payment of the undisputed amounts. The Customer must make his payments in accordance with the information included in the invoice.

5.3. **Late Payments.** Interest at the rate of 1% per month, or 12% per year, shall apply on all outstanding amounts, calculated from the date on which payment is due until full payment of the amount due.

6. CUSTOMER RESPONSIBILITY

6.1. **Acceptable Use.** The Customer and its Authorized Users shall use the Software, Services and Equipment in accordance with the applicable laws, with this Agreement (including any Quotations), with the Documentation, Licenses and any other technical documents made available to the Customer by GSF or its Partners. The Customer shall not, and shall not allow Authorized Users or any other individual to:

(a) Access or use the Software, Services, Equipment or Documentation for any purpose or in any manner except as expressly permitted by this Agreement and the Quotations;

- (b) Violate the intellectual property rights of GSF, its Partners or any third party;
- (c) Attempt to access the Software and Services in a manner that avoids paying the Fees;
- (d) Access or use any Software, Service or Equipment in a manner that threatens, damages, disrupts, compromises or degrades the integrity, operation, performance, results or security of GSF's or GSF Partners' Software, Service or Equipment;
- (e) Use any Software, Service, Equipment or Documentation to create or develop a derivative service or product, or a service or product using ideas or features similar or identical to those of said Software, Service or Equipment, or to compete with GSF or GSF Partners;
- (f) Modify, translate, alter, repair, reverse engineer (including any attempt to do so), disassemble, decompile, replicate or recreate any Documentation, Software, Service or Equipment;
- (g) Breach any of the Customer's obligations under this Agreement;
- (h) To assist or encourage any person in committing any act or omission that would constitute a breach of this Agreement if such act or omission was committed by the Customer.

6.2. **Authorized Users.** The Customer shall ensure that each Authorized User uses the Services pursuant to the restrictions and requirements set forth in this Agreement, the Documentation and, where applicable, the License and documentation provided by the Partners. The Customer is fully responsible for any breach or disputed act made by its Authorized Users, and any use made of the Software, Services and Equipment by its Authorized Users, including without limitation any unauthorized use or use in violation of this Agreement, any applicable Quotations, Documentation and, if appropriate, Licenses and documentation provided by the Partners. In addition, the Customer must obtain the valid consent of each Authorized User to any collection, use, disclosure and retention of Personal Information provided for in this Agreement, the Documentation, Licenses and any other related documentation in a manner consistent with the applicable laws.

7. THIRD-PARTY SERVICES OR PRODUCTS

7.1. **Third-Party Services or Products.** As part of the supplies provided for in the Quotations, GSF may make Third-Party Products available to the Customer. If the Customer orders Third-Party Products for which GSF acts as a reseller or licensee, the Customer agrees and

acknowledges that GSF acts only as an authorized reseller or licensee for such Third-Party Products. For any Third-Party Product that is part of the Services, Equipment or Software, the Customer agrees to be bound by, comply with, and cause its Authorized Users to comply with the terms applicable to such Third-Party Product.

7.2. **Discharge from Liability.** GSF IS NOT LIABLE FOR THE DISCLOSURE, USE, OR DELETION OF CUSTOMER DATA, OR ANY CHANGES THAT MAY BE MADE THERETO, OR FOR ANY LOSS OR DAMAGE THAT THE CUSTOMER MAY SUFFER AS A RESULT OF THE USE OF THIRD-PARTY PRODUCTS. GSF IS NOT RESPONSIBLE FOR THE CONTENT OR USE OF THE THIRD-PARTY PRODUCTS BY THE CUSTOMER OR FOR ANY COMMUNICATIONS, CONTRACTS OR TRANSACTIONS BETWEEN THE CUSTOMER AND THE SUPPLIERS OF SUCH THIRD-PARTY PRODUCTS, AND GSF MAKES NO DECLARATIONS, WARRANTIES OR REPRESENTATIONS REGARDING SUCH THIRD-PARTY PRODUCTS.

8. CUSTOMER DATA

8.1. **Customer Data.** The Customer shall ensure that all Customer Data transmitted to GSF through the Software complies with all applicable laws and with the obligations set out in this Agreement. In particular, without limitation, (a) the Customer must maintain in force all permissions required to transmit and retain the Customer Data; and (b) the Customer hereby undertakes to ensure that any collection, disclosure, retention, use, destruction, transfer, dissemination or other processing by the Customer of the Personal Information constituting the Customer Data complies with privacy acts. GSF reserves the right to remove from the Software, immediately and without notice, any Customer Data that does not comply with article 8.1.

8.2. **Retention of Customer Data.** The Customer is responsible for ensuring that it maintains complete and up-to-date backup copies of all Customer Data. Notwithstanding the foregoing, GSF may retain copies of Customer Data if GSF is required to do so under the Agreement, applicable laws or prudent business practices.

8.3. **Ownership, Authorization.** GSF acknowledges that, as between GSF and the Customer, the Customer owns all rights, titles and interests, including all intellectual property rights related to the Customer Data. The Customer hereby grants GSF, and any Partner or third party that provides a Third-Party Product as part of the Services, a non-exclusive, royalty-free, worldwide license to reproduce, distribute, use and otherwise display Customer Data and to perform any actions relating to Customer Data that may be necessary for GSF or its Partners to fulfill their obligations under this Agreement, including, but not limited to, granting Software Licenses to the Customer.

8.4. **Processing of Customer Data by GSF.** For more information on how GSF collects and uses Customer Data, please refer to GSF's Privacy Policy by following this hyperlink: <https://www.gsf.ca/en-ca/pages/politique-de-confidentialite.aspx>. Furthermore, the Customer acknowledges and understands that it may also be subject to the conditions of the privacy policies of each Partner or third party providing Third-Party Products. Therefore, GSF cannot be liable for Personal Information that is collected, used or disclosed by any Partner or third party providing Third-Party Products, and GSF expressly disclaims any and all liability related to such collection, use or disclosure.

8.5. **Access to Customer Data.** From the termination of the Agreement for any reason, including in particular at the expiry of the term, GSF undertakes to: (i) make Customer Data available to the Customer for secure download for a period of up to thirty (30) days from the termination date; or (ii) make Customer Data available for transfer to the Customer through a secure storage method at GSF's discretion.

8.6. **Aggregate Statistics.** Notwithstanding anything to the contrary in this Agreement, the use of the Software, Equipment and the provision of the Services may include technologies that monitor, collect, compile, record and report to GSF certain Aggregate Statistics regarding the use of the Services by the Customer and Authorized Users. The Customer acknowledges that GSF may compile Aggregate Statistics based on the Customer Data provided under the Agreement and disclose such Aggregate Statistics to the Partners or the Customer. In addition, GSF and its Partners may use these Aggregate Statistics for improvement, system administration, monitoring, fraud prevention and to provide the Licenses, Equipment and Services, provided, however, that these Aggregate Statistics do not contain any Personal Information. For more information on how GSF collects and uses Aggregate Statistics, please refer to GSF's Privacy Policy by following this hyperlink: <https://www.gsf.ca/en-ca/pages/politique-de-confidentialite.aspx>.

9. PROPERTY OF GSF

9.1. **Services.** GSF or its Partners, as the case may be, own all rights, titles and interests (including all intellectual property rights) in view of the Services, Software and Documentation worldwide. Except for the limited rights of access and use expressly provided for in this Agreement and any applicable Quotation, the Customer does not acquire any right, title or interest in the Services, Software or Documentation.

9.2. **Aggregate Statistics.** As between GSF and the Customer, all rights, titles and interests relating to the

Aggregate Statistics, as well as all intellectual property rights relating thereto, belong to GSF.

10. CONFIDENTIALITY

10.1. **Obligation of Confidentiality.** During the Term of the Agreement and without any time limit after its termination for any reason whatsoever, the Receiving Party undertakes:

- (a) Not to make use of the Disclosing Party's Confidential Information, and cause its representatives not to make use of it, other than for the purpose of fulfilling its obligations under this Agreement;
- (b) Not to disclose the Disclosing Party's Confidential Information, and cause its representatives not to disclose it, except as expressly permitted by this Agreement. Nevertheless, the Receiving Party may disclose Confidential Information to its Representatives who need to know such information for the purpose of enabling them to perform the Receiving Party's obligations under the terms of this Agreement or any Quotation, provided, however, that any Representative must be informed of the confidential nature of the information and bound by a confidentiality agreement whose obligations are as protective of Confidential Information as this Agreement;
- (c) To take reasonable measures to protect and maintain the confidentiality of the Disclosing Party's Confidential Information;
- (d) To notify the Disclosing Party as soon as the Receiving Party becomes aware of unauthorized use or disclosure of the Confidential Information.

10.2. **Responsibility for Representatives.** Each Party shall be liable for the failure of its Representatives to comply with the provisions of this Article. Each Party shall be liable for the use or disclosure by its Representatives of the other Party's Confidential Information in a way that violates the terms of this Agreement. Each Party shall also be liable to any other person to whom it or its Representatives have transmitted the other Party's Confidential Information.

10.3. **Disclosure Required by Law.** If one the Parties is legally required to disclose Confidential Information, it must notify the other Party within a reasonable time before disclosure, and disclose only the information it is legally required to disclose.

10.4. **Exception.** Confidentiality obligations shall not apply to information that:

- (a) Is in the public domain other than as a result of its disclosure by the Receiving Party or its Representatives;

- (b) Is in the possession of the Receiving Party prior to disclosure and is evidenced by prior written evidence;
- (c) Is obtained by the Receiving Party or its Representatives independently from a source that had permission to disclose it;
- (d) Is independently developed by the Receiving Party without making use of or reference to the Disclosing Party's Confidential Information.

10.5. **Return of Confidential Information.** The Receiving Party shall, upon written request of the Disclosing Party, return or destroy all Confidential Information in its possession or control, including any document or Equipment provided by the Disclosing Party or prepared by its Representatives related to the disclosing party's Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain a copy of the Confidential Information that it is required to retain under applicable laws. Similarly, this Article shall not apply in the case of Aggregate Statistics that may be retained by GSF at any time, and in the case of electronic copies of the Confidential Information included in copies retained for archiving purposes by GSF's backup systems in the event of recovery disaster or otherwise, provided that such systems are protected by commercially sound security controls. These copies should be deleted according to the normal retention time of GSF's backup systems.

11. DATA SECURITY AND PROTECTION

11.1. **Data Security and Protection.** Unless otherwise specified in this Agreement, the Customer is solely responsible for the security of the Customer Systems and all Customer Data stored therein.

11.2. **Security Practices.** During the Term, GSF will take security measures in accordance with the applicable law and generally accepted security practices of the industry. Any privacy incident within the meaning of privacy acts will be reported to the Customer in accordance with the GSF Privacy Policy available by following this hyperlink: <https://www.gsf.ca/en-ca/pages/politique-de-confidentialite.aspx>.

11.3. **Non-Liability.** The Customer acknowledges that security controls used by or on behalf of GSF and its subcontractors and Partners may not protect the Software, Equipment, Customer Systems or Customer Data against unauthorized access, use or disclosure. GSF is not liable for unauthorized access to any Software, Equipment, Customer System or Customer Data, or for the breach of its security controls.

12. REPRESENTATIONS AND WARRANTIES

12.1. **Mutual Representations.** Each party declares and warrants to the other Party that it:

- (a) Has all the power and capacity necessary to enter into this Agreement, to grant the rights and Licenses therein and to perform its obligations pursuant to this Agreement.
- (b) This Agreement is the legal, valid and enforceable obligation of that Party, enforceable against that Party in accordance with the conditions set forth therein, except to the extent that such enforceability may be limited by the laws applicable to bankruptcy, insolvency, reorganization, or arrangements or moratoria with claims, or by similar laws relating to the rights of creditors in general, or affecting the rights of creditors, or by the effect of general principles of equity.

12.2. **Exclusion of Warranty.** EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, GSF OFFERS THE SOFTWARE, HARDWARE AND SERVICES "AS IS" AND EXPRESSLY EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OR NON-INFRINGEMENT, THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT THEY WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR WITHOUT ERRORS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM GSF WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

13.1. **Indemnification by GSF.** Subject to the following provisions, GSF will indemnify the Customer against claims, loss, damage, penalty, liability and costs, including reasonable legal fees (the "Losses") arising out of any third-party claim or demand alleging that the Customer's use of GSF Software, Equipment or Services in accordance with this Agreement, and the applicable Quotation and Documentation infringes that third party's intellectual property rights in Canada or the United States. This Article sets out the Customer's sole remedy for infringement of a third party's intellectual property rights by GSF's Software or Services.

13.2. **GSF Options.** If GSF Software, Equipment or Services or any part thereof become, in GSF's opinion, likely to become the subject of a claim that they infringe or violate any intellectual property right of a third party or if the use of GSF Software, Equipment or Services by the Customer is

prevented or threatened with being prevented, GSF may, at its option and at its expense:

- (a) Obtain the Customer's right to continue using GSF Software, Equipment and/or Services as provided herein as well as any applicable Quotation;
- (b) Replace or modify GSF Software, Equipment and/or Services or any part thereof to make them non-infringing, all while providing substantially equivalent features and functionality to the Customer, in which case such modifications or replacements will constitute the Software, Equipment and Services for the purposes of this Agreement;
- (c) By written notice to the Customer, terminate any GSF License or Services, and require the Customer to immediately cease all use of it or any part thereof. In such a case, GSF will reimburse the Customer for amounts paid in advance for GSF Software, Equipment and/or Services that GSF did not render before the End Date.

13.3. Exclusion of Indemnification Obligations. THE INDEMNIFICATION OBLIGATIONS PROVIDED FOR IN ARTICLE 13.1 SHALL NOT APPLY TO THIRD-PARTY PRODUCTS. THE CUSTOMER ACKNOWLEDGES THAT GSF IS NOT LIABLE FOR LOSSES FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM THE CUSTOMER'S DISTRIBUTION, RESALE OR USE OF THE THIRD-PARTY PRODUCTS. THEREFORE, GSF HAS NO OBLIGATION TO DEFEND, INDEMNIFY OR HOLD THE CUSTOMER HARMLESS FOR ANY LOSSES INCURRED BY THE CUSTOMER AS A RESULT OF THE INFRINGEMENT OF A PERSON'S INTELLECTUAL PROPERTY RIGHTS BY THE THIRD-PARTY PRODUCTS. IN ADDITION, GSF SHALL HAVE NO OBLIGATION TO INDEMNIFY THE CUSTOMER FOR ANY CLAIM ARISING OUT OF OR RELATED TO ANY OF THE FOLLOWING:

- (a) MODIFICATION OF GSF SOFTWARE, EQUIPMENT OR SERVICES BY OR UNDER THE DIRECTION OF ANY PERSON OTHER THAN GSF;
- (b) USE OF GSF SOFTWARE, EQUIPMENT OR SERVICES IN VIOLATION OF THIS AGREEMENT, THE DOCUMENTATION, THE QUOTATION OR ANY APPLICABLE LAW;
- (c) USE OF GSF SOFTWARE, EQUIPMENT OR SERVICES AFTER GSF NOTIFIES THE CUSTOMER TO DISCONTINUE THE USE OF THE SOFTWARE, EQUIPMENT OR SERVICES;
- (d) A FAILURE OF THE SOFTWARE, EQUIPMENT OR SERVICES CAUSED IN WHOLE OR IN PART BY THE CUSTOMER SYSTEM;

- (e) THE COMBINATION, OPERATION OR USE OF GSF SOFTWARE, EQUIPMENT OR SERVICES WITH ANY OTHER SOFTWARE, PROGRAM OR DEVICE NOT PROVIDED OR SPECIFIED BY GSF;
- (f) THE USE OF GSF SOFTWARE, EQUIPMENT OR SERVICES IN A MANNER INCOMPATIBLE WITH THE PURPOSE FOR WHICH THEY ARE INTENDED.

13.4. Indemnification by the Customer. The Customer agrees to defend, indemnify and hold harmless GSF, its directors, officers, shareholders, successors, Representatives and assignees against any Loss caused by any request or claim of a third party, including Authorized Users and Partners:

- (a) Alleging that the Customer Data or Customer Systems infringe its rights, including, but not limited to, intellectual property rights, rights granted by any privacy act or any other applicable law;
- (b) Arising from the non-compliance with this Agreement, in particular Articles 1.4, 1.5 and 6, by the Customer or its Authorized Users;
- (c) Relating to, or arising out of, the Customer's use of any Third-Party Product (including the Customer's breach of any term or condition of the License applicable to any Third-Party Product).

13.5. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GSF, ITS AFFILIATES AND ITS RESPECTIVE REPRESENTATIVES, SUCCESSORS AND ASSIGNEES FOR ALL LOSSES OR CLAIMS OF ANY KIND, INCLUDING CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BY LAW, CONTRACT, EXTRACONTRACTUAL LIABILITY OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY THE CUSTOMER UNDER THE QUOTATION (OR RENEWAL NOTICE) CLAIMED IN THE TWELVE (12) MONTHS (OR THE PERIOD FROM THE BEGINNING OF THE TERM IF SHORTER) IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE. FOR CLARITY, THE CALCULATION OF THE LIMIT OF LIABILITY UNDER THIS ARTICLE EXCLUDES FEES PAID BY THE CUSTOMER FOR THIRD-PARTY PRODUCTS, EVEN IF THE FEES ARE AGGREGATED OR OTHERWISE BILLED IN CONJUNCTION WITH THE THIRD-PARTY PRODUCTS.

13.6. Exemption of Liability.

- (a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GSF, ITS REPRESENTATIVES, SUCCESSORS OR ASSIGNEES BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR LOSS OF PROFITS, GOODWILL OR DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN CONNECTION WITH GSF'S

BREACH OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY PROVISION OF THIS AGREEMENT, OR THE SUPPLY, INSTALLATION, CONFIGURATION, MAINTENANCE, THE USE OR EXECUTION OF ANY SOFTWARE AS WELL AS THE USE OF ANY EQUIPMENT OR SERVICE THAT GSF WILL PROVIDE HEREUNDER, OR THE USE OR INABILITY OF THE CUSTOMER TO USE THE SOFTWARE, EQUIPMENT OR SERVICES FOR ANY REASON, EVEN IF GSF HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT SHALL GSF BE LIABLE TO THE CUSTOMER, INCLUDING ITS REPRESENTATIVES, AUTHORIZED USERS, OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE RESULTING FROM THE USE BY THE CUSTOMER, ITS REPRESENTATIVES OR AUTHORIZED USERS OF THE THIRD-PARTY PRODUCTS SUPPLIED TO THE CUSTOMER UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONAL OR GROSS NEGLIGENCE OF GSF.

13.7. **Exceptions.** Nothing in this Agreement is intended to exclude or restrict or shall be construed as excluding or limiting the liability of either Party for:

(a) Death or bodily injury caused by the intentional or gross negligence of that Party or its Representatives;

(b) Any liability that cannot be limited or excluded by applicable law.

14. INSURANCE

14.1. During the Term of this Agreement, GSF undertakes to maintain in force the following insurance, at amounts generally acceptable in the industry: Commercial general liability insurance, including insurance for professional errors and omissions, and cyber liability insurance.

15. NON-SOLICITATION

15.1. The Customer, including its Representatives, agrees and undertakes during the Term and for a period of twelve (12) months after the end of the Term, for any reason whatsoever, not to solicit, hire or encourage the termination of their employment relationship or business relationship with GSF current GSF Representatives and those who may be considered GSF Representatives within six (6) months of the end of the Term, unless they have obtained written permission from GSF.

16. TERM AND TERMINATION

16.1. **Term of the Agreement.** This Agreement shall enter into force upon signature of the first Quotation for an indefinite period and shall remain in force until: (i) its full performance; or (ii) its termination or cancellation in accordance with the terms hereof (the "**Term**"). For the avoidance of doubt, the Agreement automatically

terminates (without notice) ninety (90) days after the date on which the annual subscription to the Licenses and/or Services (except Hosting Services) expires or ends in the event of non-renewal by the Customer.

16.2. **Waiver of Unilateral Termination.** Unless otherwise stated in the Quotation, the Customer hereby expressly waives the possibility of unilaterally and without cause terminating this Agreement and any Quotation, in accordance with the provisions of Articles 2125 and 2129 of the *Civil Code of Québec*.

16.3. Termination for Cause.

(a) Subject to subparagraph (b) hereof, either Party may immediately terminate this Agreement and any Quotation upon written notice to the other Party in the event that the other Party fails in a substantial manner to perform its obligations under this Agreement, or under any Quotation or Documentation, and, if applicable, any License and that (i) the breach cannot be corrected; or (ii) the breach can be corrected and the Party in default fails to remedy it within ten (10) days or within such other period as may be stipulated in the applicable License, after receiving written notice that it was required to do so.

(b) Notwithstanding paragraph 16.6, GSF may, at its discretion, terminate this Agreement and any Quotation forthwith upon written notice to the Customer if the Customer: (i) fails to pay any amount on time, and the default continues more than thirty (30) days after GSF gives written notice of the default to the Customer; or (ii) fails to comply with its obligations under Articles 1.4, 1.5 and 6.1.

(c) This Agreement and all applicable Quotations are terminated as of right, without notice or formal demand in any of the following cases: (i) either Party makes an authorized assignment of its property for the benefit of its creditors, is bankrupt or liquidated, or takes advantage of, or attempts to do so, any law relating to bankruptcy or insolvency; (ii) a receiver or trustee is appointed to the property of either Party or any part thereof; (iii) all or part of the assets used in the operation of the business of either Party are seized by a creditor and the seizure is not immediately contested and lifted within thirty (30) days after the seizure; or (iv) the dissolution or liquidation, forced or voluntary, of either Party.

16.4. **Consequences of Termination of the Agreement.** When this Agreement terminates for any reason:

(a) All Quotations will automatically terminate;

- (b) The Licenses and Services shall terminate and the Customer, including its Authorized Users, shall immediately cease accessing or using them;
- (c) Subject to Article 4, the Customer retains ownership of the Equipment;
- (d) The Customer must pay all amounts due to GSF. In no event shall the termination of the Agreement release the Customer from its obligation to pay the amounts due to GSF for any period preceding the date of termination.

16.5. **Survival of Provisions.** Any provision of this Agreement which, either by its terms or to give effect to it, shall remain in force, and any other provision which, either expressly or by its nature, shall survive the expiration or termination of this Agreement. Without limiting the generality of the foregoing, Articles 7, 8, 9, 10, 12, 13, 16 and 18 will survive the expiration or termination of this Agreement.

16.6. **Suspension.** Notwithstanding the foregoing, GSF may, at its discretion, immediately suspend the provision of or access to the Services and Software upon notice to the Customer if any of the following occurs (each a "**Suspension Event**"):

- (a) The Customer is in breach of its obligations under Articles 1.4 and 6;
- (b) The Customer fails to pay any amount on time, and the default continues more than thirty (30) days after GSF gives written notice of the default to the Customer.
- (c) GSF's right to legally use any infrastructure, technology, product, service or data provided by a third party (including a Partner or subcontractor) is challenged, suspended or terminated for any reason;
- (d) GSF reasonably believes that the Software, Services or Equipment have been or may be damaged, disrupted, compromised or degraded, in its integrity, functionality, its operations, performance, results, reliability or safety, or that suspension is necessary to prevent a risk of damage or disruption to the latter;
- (e) GSF reasonably believes that the suspension is required by applicable law or is reasonably necessary to prevent or mitigate an imminent risk of harm, loss, damage, sanction or civil liability.

To the extent possible and unless otherwise determined by law, GSF will give the Customer at least seven (7) days' notice prior to the suspension referred to in this Article.

SUSPENSION BY GSF DUE TO A SUSPENSION EVENT DOES NOT CONSTITUTE A DEFAULT BY GSF UNDER THE TERMS OF THIS AGREEMENT, DOES NOT GIVE RISE TO

REIMBURSEMENT OF FEES ALREADY PAID BY THE CUSTOMER AND DOES NOT GIVE RISE TO ANY LIABILITY ON THE PART OF GSF TO THE CUSTOMER OR TO ANY OTHER PERSON.

17. DEFINITIONS

The expressions appearing in this Agreement shall be interpreted in accordance with the definitions given below:

"**Terms and Conditions**" means the general conditions, as amended from time to time by GSF, and accessible by following this hyperlink: <https://gsf.ca/fr-ca/pages/conditions-generales.aspx>;

"**Customer**" means the Customer specified in the Quotation;

"**Agreement**" means all Quotations, related renewal notices, Terms and Conditions and any amendments that may be made to them from time to time by the Parties;

"**Effective Date**" is the date at which the contract enters into force as provided for in the Quotation;

"**Documentation**" means the user guide or other technical documents that GSF, its Partners or suppliers make available to the Customer that describe requirements or instructions for the use of any Software, Services or Equipment, and any updates to these documents made available to the Customer from time to time;

"**Customer Data**" means the data, information, and other content that the Customer or Authorized Users transmit or communicate to GSF and/or its Partners in connection with the use of the Software or Equipment. Without limitation, "Customer Data" includes Personal Information disclosed or transmitted by the Customer or its Authorized Users, but excludes Aggregate Statistics;

"**Force Majeure**" has the meaning assigned in Article 18.5;

"**Fees**" has the meaning assigned in Article 5.1;

"**Confidential Information**" means, but is not limited to, any information received by or made known to one Party (the "**Receiving Party**") and disclosed, provided or transmitted by the other party (the "**Disclosing Party**") in the framework of this Agreement, whether the information is disclosed in writing, orally or otherwise, in any medium, before or after the effective date hereof, and which information relates, directly or indirectly, to the business of the Disclosing Party, including, without limitation, any information about the finances, knowledge, services, products, trade secrets, technology, data, customers, marketing activities, business opportunities, strategies or marketing, research and development activities. The Customer's Confidential Information includes Customer Data, and GSF's Confidential Information includes

Aggregate Statistics, Contract Content and Documentation.

"License" means the right to use the Software granted by GSF to the Customer as described in Article 1.1;

"Software" means software selected and described in any Quotation and/or Renewal Notice;

"Privacy Acts" means any applicable laws, regulations or standards that are intended to ensure the protection of Personal Information. These may include, but are not limited to, the *Act respecting the protection of personal information in the private sector*, the *Personal Information Protection and Electronic Documents Act* and the *General Data Protection Regulation*;

"Equipment" means the pieces of equipment identified in any Quotation that are sold to the Customer and on which GSF has installed one or more Software in accordance with the Quotation;

"Party" or **"Parties"** means either the Customer or GSF individually, or collectively the Customer and GSF;

"Partners" means any GSF Business Partner and any third party that owns or has developed a Third-Party Product accessed or used by the Customer under this Agreement. GSF reserves the right to modify its Partners at its sole discretion;

"Losses" shall have the meaning set out in Article 13.1 of this Agreement;

"Third-Party Products" means the Equipment, products and materials, including, without limitation, Software, technology, documents, products, content, equipment or components of or relating to GSF Software, Services and Equipment, which are not the property of GSF and which are resold to the Customer by GSF as an authorized reseller or licensee of such Third-Party Products;

"Personal Information" means all information about a physical person that directly or indirectly identifies the individual;

"Representatives" means all directors, officers, employees, representatives, subcontractors, agents or proxies of a Party;

"Services" collectively means Support Services, Maintenance and Updating Services, Training Services and Hosting Services;

"Training Services" shall have the meaning set out in Article 3.1 of the Terms and Conditions;

"Hosting Services" shall have the meaning set out in Article 2.1 of the Terms and Conditions;

"Support Services" shall have the meaning set out in Article 3.2 of the Terms and Conditions;

"Maintenance and Updating Services" shall have the meaning set out in Article 3.4 of the Terms and Conditions;

"Quotation" means any document entered into by the Parties describing the Licenses, Software, Services and Equipment purchased by the Customer and provided by GSF or its Partners. Each Quotation must include the following information, if any: Applicable Fees, licensed Software, Equipment sold, terms and specifications, delivery times, quantities ordered, and any other relevant details. Quotations are governed by this Agreement and are incorporated by reference to form an integral part of this Agreement;

"Aggregate Statistics" means data and information relating to the use of the Software, Services and Equipment by the Customer and its Authorized Users, collected, compiled or otherwise used by GSF and its Partners, in an aggregated and anonymized or de-personalized manner, in particular to compile statistical and performance information relating to the provision and use of the Services, Software and/or Equipment;

"Customer System" means any infrastructure, software, peripherals, equipment, interfaces, computer hardware, web browsers, Internet networks or other technology services that are not provided by GSF in connection with the Agreement and related Quotations, and that are required to enable the Customer and its Authorized Users to use the Software;

"Term" means the Term of this Agreement in accordance with Article 16.1;

"Authorized Users" means the Customer's Representatives who are authorized by the Customer to use the Services under the rights granted to the Customer in accordance with this Agreement and for whom access to the Services has been purchased in accordance with any Quotation.

18. GENERAL PROVISIONS

18.1. **Assignment.** Neither Party may assign or transfer its rights or obligations hereunder without the prior written consent of the other Party (which shall not be unreasonably withheld), and any attempted assignment without such consent shall be void. Notwithstanding the foregoing, GSF may assign this Agreement in its entirety (including all Quotation), without the consent of the Customer, to a third-party company if the sale takes place in the context of a merger with or acquisition of GSF by that third-party company whether through the sale of all or almost all shares or assets of GSF.

18.2. **Relationship Between the Parties.** No agency, partnership, joint venture or employment relationship is created as a result of this Agreement and neither Party has the authority to bind the other in any respect.

18.3. **Subcontractors.** In providing the Services, Licenses and Equipment, GSF may, at its discretion, employ subcontractors and independent suppliers. Notwithstanding the foregoing, GSF remains fully responsible for the provision of the Services to the Customer and GSF's obligations under this Agreement and any Quotation.

18.4. **Advertising.** Upon written consent of Customer, GSF may disclose that the Customer is a customer of GSF and GSF may use the Customer's name and logo in connection with the following:

- (a) GSF's digital, online and print marketing materials (including on its websites);
- (b) External presentations, including to individual clients and prospects, as well as trade shows, conferences and other similar events.

18.5. **Force Majeure.** Except for the obligation to pay any sum of money, one Party is not liable to the other Party, and it will not be deemed to be in default of its obligations under this Agreement and any Quotation, if it is in default or late in the performance of its obligations and that such default or delay is caused by Force Majeure. For the purposes hereof, any flood, fire or explosion, war, invasion, riot or other civil disorder, embargo or blockade that comes into effect after the date hereof, any state of national or regional emergency, epidemic or pandemic disease shall be deemed to be Force Majeure, any strikes or downtimes or slowdowns or other industrial disturbances or any other event beyond the reasonable control of such party (the "Force Majeure").

18.6. **Severability.** If a court finds that any part of this Agreement is invalid, the remainder of the Agreement will continue to apply with the minimum modifications required to remove the invalid part.

18.7. **Notice.** Any notice or request relating to this Agreement must be in writing either by registered mail or email, with proof of receipt and shall be deemed to have been duly given if it is sent to the addresses or email addresses of the Parties as indicated in the Quotations.

18.8. **Amendments.** Any Quotation may be amended if all Parties expressly consent in writing. The Terms and Conditions may be amended from time to time by GSF by written notice to the Customer. The continued use of any License after any such amendment to the Terms and Conditions constitutes consent to all such changes.

18.9. **Waivers.** The rights of each Party may only be waived in writing. No failure to exercise or delay in exercising any right or remedy under this Agreement shall be deemed to constitute a waiver of such right or remedy. No waiver of a breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach of that provision or similar provision.

18.10. **Non-Exclusive Remedies.** Unless otherwise specified, each Party's remedies under this Agreement are not exclusive of any other remedies under this Agreement, either by law or otherwise.

18.11. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Québec, Canada.

18.12. **Election of Domicile.** The Parties agree to elect domicile in the judicial district of Québec for the hearing of any claim relating to the interpretation, application, execution, duration, validity or effects of this Contract.

18.13. **Priority of Documents.** If there is a conflict or discrepancy between any of the documents that are incorporated herein, then the document that expressly states that it modifies or revises another document takes precedence over that other document or, in the absence of such a stipulation, the order of priority shall be as follows:

- (i) Any Quotation;
- (ii) Terms and Conditions;
- (iii) Appendix A – Limited Warranty;
- (iv) Any online condition or other document.

With respect to the rights and obligations of the Customer governing its use of any Third-Party Product, the conditions applicable to the Third-Party Product shall prevail.

18.14. **Entire Agreement.** This Agreement, the Quotations and Renewal Notices related thereto, and any online conditions, including without limitation third-party licenses, referred to in the Agreement constitute the entire agreement between the Customer and GSF for its use of the Software, Equipment and Services. Prior agreements, statements or arrangements (oral or written) do not apply, including any additional conditions that the Customer may present (for example, in a unilateral notice that the Customer sends or prints on a Quotation or other document that the Customer produces). This Agreement is binding on the Parties and their successors and authorized assigns.

APPENDIX A – LIMITED WARRANTY

1. Limited Warranty: Subject to the application of this limited warranty and the terms below, GSF reserves the right, at its sole discretion, to repair or replace the Equipment and/or any part or component thereof. GSF will assume, if any, only the costs related to the replacement or repair of the equipment and/or any part or component of the Equipment concerned, including the cost of labour and the cost of the Equipment and/or any part or component of the Equipment concerned, to the total exclusion of all costs relating to the transport of said product and the installation after application of the limited warranty.

2. Coverage: This limited warranty offered by GSF covers all defects in material, workmanship, assembly and machining, from the date of sale of the Equipment.

3. Exclusion: This limited warranty does not apply to all damages resulting from a) breakage, accident, Force Majeure event, misuse, contamination, prolonged overexposure to sunlight, extreme temperature, too high or too low humidity or any other cause beyond the control of GSF; b) normal wear and tear or handling, use, inspection or maintenance not in accordance with the Documentation relating to the use of the

Equipment; c) an installation, modification or repair performed by any person other than GSF or any subcontractor of GSF or by an installation performed by the Customer and not in accordance with the Documentation relating to the use of the Equipment and d) transportation of the covered Equipment for the purpose of enforcing this limited warranty.

4. Duration and Transfer: The Equipment sold is covered for a period of one (1) year from the original date of sale of the Equipment, which date shall at all times be the starting point of this limited warranty. This limited warranty is in no way transferable, particularly in the event of resale of the Equipment by the Customer.

5. Application: In order to avail itself of this limited warranty, the Customer must a) communicate in writing with GSF no later than one (1) month after the discovery of the defect covered by the limited warranty b) provide proof of original purchase of said product and any supporting documents deemed required; c) provide a summary explanation of the defect in question; and d) send the material in question to GSF and pay the cost of transportation. At any event, to obtain any follow-up regarding the performance of this limited warranty, the Customer may contact GSF at the following coordinates. By telephone at 581-500-2660 and via email at support@gsf.ca.