

Z33 MASTER SERVICE AGREEMENT

Version 2025-10-01

IMPORTANT: PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE USING THE SERVICES. SUCH TERMS AND CONDITIONS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU, THE RECIPIENT AND PAYOR OF THE SERVICES (“YOU” OR “YOUR”), AND Z33 INC. (“Z33”). EACH OF Z33 AND YOU MAY BE REFERRED TO AS A “PARTY” AND COLLECTIVELY AS “PARTIES” UNDER THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT PROCEED WITH ORDERING OR USING THE SERVICES.

By placing an order for any Services, You expressly agree to be bound by: (i) all the terms and conditions of this Master Service Agreement with Z33 (“MSA”); and (ii) by the following documents: (a) Z33’s Acceptable Use Policy, (b) Z33’s Service Privacy Statement and (c) any other document incorporated by reference into any of these documents. All of the above referenced documents, including their attachments, if any, are expressly incorporated herein by reference and are collectively referred to as the “Agreement”. Current copies of these documents are located at <https://www.z33.ca/legal>.

Z33 may, from time to time, update, revise, supplement, and otherwise amend the Agreement or any document forming part of the Agreement by giving You notice. Z33 will notify You of any modifications to the MSA by email and by posting the new version on Z33’s website at <https://www.z33.ca/legal> or at another location communicated to You by Z33. Such changes will take effect immediately, unless otherwise indicated by Z33. You can review the most current versions of the Agreement and any document forming part of the Agreement at any time on Z33’s website at <https://www.z33.ca/legal> or at another location communicated to You by Z33. Your continued use of the Services after Z33 notifies You of a new version of the Agreement or any document forming part of the Agreement will constitute Your acceptance of the updated Agreement. If You do not wish to accept the updated Agreement, You may terminate the Agreement by giving written notice to Z33 without Z33 incurring any liability whatsoever.

1. Definitions.

“Account” means the account created with Z33 in connection with the Agreement that relates to Your purchase of, subscription to or use of the Services.

“Account Information” means any information required in connection with or associated to Your Account, including Your Account Users, contact information, address, phone numbers, access information, Account number, Your End Users, and any other similar information.

“Account User” means any of Your employees, consultants or independent contractors to whom You grant administrative permission to use the Services in accordance with Z33’s entitlements and procedures and the Agreement.

“Agreement” means, collectively and as amended: (i) this MSA; (ii) any documents incorporated by reference into this MSA; and (iii) their respective attachments, if any. **“Applicable Law”** means any and all applicable laws, rules and regulations, including any order, rule or decision of a governmental authority, Data Protection Law, as well as all standards and guidelines established by any authoritative industry organizations and customary industry practices in any relevant jurisdiction.

“AUP” means the Z33’s Acceptable Use Policy. The AUP shall be deemed a part of the Agreement and shall be incorporated by reference into the Agreement.

“Billing Cycle” refers to a one-month period and renewing monthly.

“Business Day” means any day other than a Saturday, Sunday or any statutory holiday in the Province of Quebec.

“Claim” or **“Claims”** means any claim, demand, action, suit, cause of action, assessment or reassessment, charge, judgment, debt, liability, expense, cost, damage or loss, whether direct or indirect, contingent or otherwise, including loss of value, reasonable professional fees, such as legal counsel fees on a lawyer-and-client basis, and all costs incurred in investigating or pursuing any of the foregoing or in any proceedings relating to any of the foregoing.

“Confidential Information” means (i) the terms of this Agreement; (ii) all non-public technical information about a Party’s business, affairs, goods and services, forecasts, technology (including programming and software code), trade secrets, marketing strategies, customer data, financial information and know-how; (iii) materials and documentation comprising or related to a Party’s Intellectual Property; or (iv) any other information which in the circumstances of its disclosure could be viewed by a reasonable person as confidential; in all cases whether oral or written, in electronic format or in any other form or media, and whether or not marked, designated or otherwise identified as “confidential”. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act, omission, or breach of the Agreement by the Receiving Party (as defined below); (b) was in the Receiving Party’s lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party (as defined below) or obtained subject to any obligation to keep it confidential; (c) is lawfully disclosed to the Receiving Party by a third party without restrictions on disclosure; or (d) is independently developed by the Receiving Party. Your Confidential Information includes Your Service Data.

“Consumption Subscriptions” refers to a Subscription that does not expire unless cancelled.

“Data Protection Law” means any Applicable Law that governs You or Z33, relating to data security, data protection or privacy.

“Documentation” means user guide, product sheet, technical specifications and other official documentation provided by Z33 or its Third-Party Suppliers that describe the functionalities and specifications of the Services.

“Effective Date” means the date of Your account creation or acceptance of the Agreement, whichever occurs first.

“End User” means any individual end users who use the Services.

“Entity” means a corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, or any other legal entity.

“Feedback” means any suggestions, enhancement requests, recommendations, or other feedback provided by You or Your End Users to Z33 in connection with the Services.

“Fees” means the fees payable for the Services.

“Fixed-Term Subscription” refers to a Subscription that is sold for a term of twelve (12) months (or any other specific term agreed in writing between the Parties).

“Intellectual Property” means anything that is or may be protected by any Intellectual Property Rights or any other intangible assets, whether protectable by Intellectual Property Rights or not, including all software, inventions, algorithms, architecture, class libraries, databases, Documentation (both printed and electronic), design, industrial design, hardware design, logos, know-how, business methods, utility models, trade secrets, works, performances, Marks, domain names, and Confidential Information, as applicable.

“Intellectual Property Rights” means all rights protectable by copyright, trademark, patent, industrial design or trade secret and any other intellectual property, industrial or similar property rights in intangible assets recognized under Applicable Law.

“Marks” means any trademarks, service marks and trade names, whether or not registered.

“Monthly Subscription” refers to a one-month Subscription.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Processing/To Process/Processed” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use,

disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Property Assets” means any and all Services, components of Services, Third-Party Services, Intellectual Property or any other property made available to You or any End user in connection with the Services, whether owned by Z33, a Third-Party Supplier or licensed to You or to Z33 by a third party.

“Representative” shall have the meaning attributed thereto in Section 11.2.

“Services” means (i) any cloud and software services and products, whether as such services and products are offered from time to time by Z33 and subscribed to, purchased by or used by You pursuant to the Agreement, and which may include Third-Party Services; (ii) Documentation related to the Services described in sub-section (i), if any; and (iii) any enhancement, update, upgrade, technical support services and professional services provided by Z33 or any Third-Party Supplier in association with the Services described in subsection (i).

“Service Availability” means, for a particular Service, the ability of any End User to access and use the Service.

“Service Data” means all data, including all text, sound, video, or image files, and software, provided to Z33, by You or on Your behalf, through use of the Services, and which may include, without limitation, Personal Data.

“Service Data Privacy Statement” means Z33’s Service Data Privacy Statement with regard to Personal Data processed by Z33 on Your behalf during provision of the Services. The Service Data Privacy Statement shall be deemed a part of and shall be incorporated by reference into the Agreement.

“Service Outage” means a period of time during which a Service is unavailable resulting in a degradation of the Service that has a material adverse effect on You or any End User.

“Subscription” means a right to use certain Services for a defined term.

“Subscription Plan” means any service plan set forth and accepted by You upon ordering any Service, and which describes the Services selected and ordered by You, their corresponding itemized Fees and the applicable Term, as shown in Your Account.

“Service Schedule(s)” means the Service-specific product terms located here that specifically describe the Services used by You or any End User under the Agreement, including without limitation, service descriptions, specific terms and conditions, service availability warranty and other terms. Each Service Schedule shall be deemed a part of and incorporated by reference into the Agreement.

“Taxes” means all national, provincial and municipal, income, franchise, consumption, business, gross receipt, property, sales, use, excise, value-added, goods and services taxes, and all other similar taxes, duties, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Services.

“Technical Support” means technical assistance and support services provided in connection with the Services, which may be related to (but not limited to) the Account setup and configuration, access to the Services, and the resolution of other technical issues related to the Services.

“Term” shall have the meaning attributed thereto in Section 6.1.

“Third-Party Service” means any software, services or products that are owned and/or offered by a Third-Party Supplier and that are provided, made available, displayed, run or accessed through or in association with the Services.

“Third-Party Supplier” means any vendor, supplier or licensor of software, services or products included in or offered in association with the Services, and any of its Affiliates.

“You” or **“Your”** means the Entity on whose behalf the Agreement is accepted.

2. Services

2.1. Access to Services. Subject to and in accordance with the terms of the Agreement, Z33 grants You a non-exclusive, royalty bearing, non-sublicensable, non-transferable, non-assignable, revocable right, for the Term of the Agreement, to access and use the Services. Z33 may, at its sole discretion, delegate and/or to subcontract all or part of the Service to its Third-Party Supplier.

2.2. Account Information. Your failure to timely update Your Account Information could result in the impossibility to use the Services, in the impossibility of communicating with You or of processing payment on Your Account. Accordingly, You agree to maintain accurate Account Information by providing updates to Z33 promptly when any of Your Account Information requires changes. You acknowledge and agree that in the event of any dispute regarding access to or legal ownership of an account or any portion thereof, including Your Account, (i) upon request, You will provide Z33 with any documentation it reasonably requests to establish ownership and rights on Your Account and any related Service Data; and (ii) Z33 will resolve such dispute in its sole discretion. You acknowledge and agree that any Account User identified by You as an administrator with respect to Your Account has the authority to bind You to any amendments, modifications or acknowledgements related to the Agreement or the Services.

2.3. Account Security. You acknowledge and agree that You are solely responsible for (i) maintaining the confidentiality and security of Your Account and other access information

associated with Your Account; (ii) ensuring the security of any hardware on which or from which the Services are used or accessed; and (iii) all activities that occur in connection with Your Account, whether initiated by You, by your End Users, by others on Your behalf or by any other means. You will notify Z33 immediately of any unauthorized use of Your Account, or any other actual or potential breach of security. You acknowledge and agree that Z33 will not be liable for any loss that You may incur as a result of any party using or accessing Your Account, either with or without Your knowledge and/or authorization. Z33 specifically disclaims all liability for any activity in Your Account, whether authorized by You or not.

3. Permitted Use of the Service

3.1. Permitted Use. You shall only use the Services for Your own lawful, appropriate, permitted use. You shall access and use the Services in compliance with: (i) the terms of Your Subscription Plan; (ii) the terms and conditions of the Agreement, including the AUP; (iii) any other applicable procedures, policies and Documentation of Z33 or its Third-Party Suppliers that may be communicated to you in writing from time to time and that further define the provision and use of the Services; and (iv) any Applicable Law.

3.2. Data Compliance. All Service Data You provide to Z33 in connection with the Services shall (i) be server-ready, meaning that they shall be in a condition and form which requires no additional manipulation or verification on the part of Z33; (ii) comply with Applicable Law and the terms and conditions of the Agreement, including the AUP and any other procedures, policies and Documentation of Z33 or its Third-Party Suppliers that may be communicated to you in writing from time to time and that further define the provision and use of the Services; and (iii) be free of any and all malicious code, including disabling devices, drop-dead devices, time bombs, trap doors, Trojan horses, worms, computer viruses, and mechanisms that may disable or negatively impact the servers. Attempting to place or requesting placement of malicious code on Z33's servers shall be considered a material breach of the Agreement. You hereby represent and warrant that You own or have the necessary licenses, rights, consents and permissions to use, post, place and otherwise transfer or transmit, the Service Data in connection with the Services. Z33 may reject or delete Service Data that You have placed, attempted to place, or have requested be placed on Z33's servers in breach of the Agreement. Z33 shall notify You of its rejection and provide You with an opportunity to amend or modify such Service Data to meet the requirements of Z33.

3.3. Responsibility. You are solely responsible: (i) for the access and use of the Services in compliance with the terms of the Agreement (together with all documents incorporated by reference), and with all applicable procedures, policies and Documentation of Z33 or its Third-Party Suppliers that may be communicated to You in writing from time to time and that further define the provision and use of the Services; (ii) for the content of the Service Data passing through Z33's network; and (iii) for ensuring that End Users comply at all times with the terms of the Agreement as it relates to their use of the Services. You acknowledge and agree that: (A) Z33 may, but is not obligated to, exercise control over or monitor the content of the Service Data passing through Z33's network; and that (B) the actions of Your End Users in their use of the Services will be deemed to be actions by You and that any breach of the

terms of the Agreement by Your End Users will be deemed to be a breach by You. You acknowledge and agree that any access or use of the Services or any portion of the Services in violation of this Section 3 will be a material breach of the Agreement.

3.4. Trial License. If You register for a free trial for any of the Services, Z33 will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service; (b) the start date on which your trial licence was converted to the equivalent paid Subscription Plan; or (c) termination of the trial by Z33 in our sole discretion. You may convert trials to available paid Subscription Plan at any time during the trial, but trials cannot be cancelled nor extended. A free trial is intended for evaluation purposes (and not for commercial, professional or production use purposes), is not supported, and may be subject to additional terms that will be presented communicated to You by Z33 or its Third-Party Suppliers. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. If the trial expires or is terminated by Z33, Services will immediately become unavailable to You and Your End Users, without any further notice. ALL TRIALS ARE PROVIDED "AS IS", WITHOUT ANY SUPPORT OR ANY EXPRESS OR IMPLIED WARRANTY OR INDEMNITY OF ANY KIND. ANY SERVICE DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD. IN NO EVENT WILL Z33 AND ITS THIRD-PARTY SUPPLIERS BE LIABLE TO YOU OR YOUR END USERS FOR ANY CLAIM WHATSOEVER ARISING OUT OF OR RELATED TO A FREE TRIAL. THE PARTIES ACKNOWLEDGE THAT THIS IS INTENDED TO BE A COMPLETE LIMITATION OF ALL LIABILITY OF Z33 AND ITS THIRD-PARTY SUPPLIERS IN CONNECTION WITH SERVICES OFFERED ON A TRIAL BASIS AND THAT SUCH LIMITATION IS REASONABLE GIVEN THAT NO FEES ARE CHARGED IN CONSIDERATION FOR THE TRIAL.

4. Ownership

4.1. Property Assets. You acknowledge and agree that Z33 and/or its Third-Party Suppliers own all proprietary rights, including Intellectual Property Rights, in and to the Property Assets. You shall not, directly or indirectly: (i) use, sell, rent, lease, encumber, host, copy, license, publish, display, distribute, or otherwise transfer or make any Service or Property Assets available to a third party, except as expressly permitted by the Agreement; (ii) make the Services available on a time share or service bureau basis, or distribute them as part of an OEM or other similar arrangement; (iii) disclose any Property Assets to a third party; (iv) alter, or permit the alteration of any Property Assets; ; (v) modify, reprogram, translate, disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any Property Assets; (vi) remove, modify or obscure any copyright, Mark or other proprietary rights notices that appear on any Property Assets; (vii) acquire or seek to acquire any ownership interest in or to any Property Assets; (viii) knowingly take any action that jeopardizes Z33's or its Third-Party Suppliers' proprietary rights in any Property Asset; (ix)

create any derivative works from any software made available as part of the Services or attempt to inspire Yourself from the source code or from the software architecture to develop a competing offering. Except as expressly provided herein, nothing in the Agreement shall be interpreted as granting You or any other person or entity, any right, title, or interest in or to the Services or Property Assets. You shall ensure that End Users comply at all times with the terms of this Section 4, and more generally this Agreement, and You shall prevent any unauthorized distribution, copying, use or pirating of the Property Assets. You are liable to Z33 for any breach of this Agreement (including of this Section 4) by You or by any End User.

4.2. Service Data. As between the Parties, You retain all right, title and interest in and to the Service Data. You hereby grant Z33 a non-exclusive, royalty-free, worldwide right to use (including to copy, reproduce and display) the Service Data: (i) as necessary for Z33 to perform the Services; and (ii) otherwise in accordance with this Agreement (including as described in Section 9 below).

5. Fees and Payment Terms

5.1. Fees. In consideration for the Services provided under the Agreement, beginning on the Effective Date, You shall pay Z33 the applicable Fees, together with any and all applicable Taxes related to the Services provided. In the event Taxes must be withheld from any payment to Z33, You will increase the payment to Z33 so that the amount received by Z33 is the same as it would have been if no Taxes were withheld.

5.2. Billing and Payment Arrangements. Z33 will invoice You at the beginning of each Billing Cycle in accordance with Your Subscription Plan. You will be able to view and print Your invoice that are sent by email. No refund or adjustment shall be issued for one-time fees. For recurring fees, no refund or adjustment for plan downgrades or elimination of plan features within the current Term shall be issued. Z33 reserves the right to invoice for Services for a period of up to twelve (12) months after the Services were provided to You, except in connection with a reassessment of Taxes initiated by a government Entity, in which case the reassessment of Taxes can occur at any time. The following terms apply with respect to Your Subscriptions:

Monthly Subscriptions. Monthly Subscriptions are billed monthly.

Fixed-Term Subscriptions. If available, for Fixed-Term Subscriptions, You may choose to be billed and pay on a monthly or annual basis. If billed monthly, You will be billed based on the applicable monthly Fees associated to Your Subscription Plan. If billed annually, You will be billed in advance and in full at Your next scheduled monthly invoice

Consumptions Subscriptions. Consumption Subscriptions are billed monthly based on usage during the preceding Billing Cycle and the Fee effective upon the billing date.

5.3. Payment Method. Except as otherwise agreed to in writing by Z33, the Fees shall be paid as stated in the invoice.

5.4. Late Payment. If You fail to make payment of any amounts invoiced in strict compliance with the above requirements, Z33 shall have the right, in addition to any other rights or remedies under the Agreement, to assess, and while amounts are due under this Agreement, Z33 reserves the right to suspend access to the Services and, during such suspension, existing Service Data will not be destroyed.

5.5. Excess use. You shall monitor and maintain Your Account within all usage limits specified in Your Subscription Plan and in a manner that does not disrupt the activities of other customers of the Z33. In the event Your usage exceeds the limits of Subscription Plan or Z33 has reasons to believe that Your usage will disrupt the activities of other customers of the Z33, You agree that Z33 may, in its sole discretion, (i) charge You for such excess usage, (ii) upgrade You to a plan or increase the limits on Your Account to address this excess usage, and/or (iii) suspend or terminate Your Account for cause. Usage and associated charges for excess usage shall be determined solely on the basis of Z33's collected usage information. Unused monthly allotments shall not accrue or carry over from one month to another. Upon any upgrade or increase of the limits of Your Account, You shall be responsible for the new costs and fees.

5.6. Tax Exemption. If You provide written documentation of Your tax-exempt status in a form reasonably acceptable, Z33 will not charge You any Taxes exempted due to Your request and supporting documentation. Such documentation of Your tax-exempt status shall include a valid and properly executed tax-exemption certificate(s) and/or statement(s) of indemnification for any taxes from which You seek exemption. You will pay any and all remaining non-exempt Taxes. For clarity, the establishment of exemption from any Taxes is Your sole responsibility and Z33 is not obligated to consider any retroactive request for tax exemption.

5.7. Amendments. Z33 reserves the right to increase the Fees upon fourteen (14) days' prior notice to You. Your continued use of the Services after the effective date of such increase will be deemed to be acceptance by You of the updated Fees. If You do not agree with such increase, You may terminate the affected Services by providing written notice to Z33, provided, however, that such notice must be received within fourteen (14) days after Z33's notification and that such termination will be deemed a termination for convenience by You for the purpose of the Agreement. The Fees for a current Subscription will not change during the Subscription Term (as defined below). If the Fees increase during a then-current Subscription Term, the updated Fees will become applicable upon renewal of current Subscriptions or immediately for any new Subscriptions. Notwithstanding the foregoing, the Fee for a Consumption Subscription may change during the Billing Cycle.

5.8. Billing Dispute. In the event You dispute in good faith any portion of a Z33's invoice, You shall pay the undisputed portion of the invoice and submit a written claim for the disputed amount, documenting the basis of its claim. All claims must be submitted to Z33 in writing

within ninety (90) days after issuance of the invoice. You acknowledge that You are able to and that it is reasonable to require You to dispute invoices within that time.

6. Term

6.1. **Effective Date.** The Agreement shall be effective upon the Effective Date and shall remain in effect until it is terminated by either Party in accordance with the terms of the Agreement (“**Term**”).

6.2. **Termination for Convenience.** Except as otherwise agreed by the Parties, this Agreement may be terminated by either Party upon delivery of a written notice of its intent to terminate the Agreement (“**Notice of Intent to Terminate**”), effective thirty (30) days after delivery of such Notice of Intent to Terminate.

6.3. **Immediate Suspension or Termination.** Z33 shall have the right, at its option, to terminate the Agreement or suspend Your Account or Services, in whole or in part, immediately and without prior notice, on the occurrence of any of the events detailed below (each an “**Event of Default**”). In relation to any Event of Default that is capable of being cured, Z33 reserves the right, while the Event of Default remains uncured, to elect not to provide any further Technical Support pursuant to Section 7 hereof or to elect not to process new purchases of Services, renew subscriptions for Services or update seat counts for existing subscriptions of Services. For the purposes of this Section 6.3, each of the following event is considered an Event of Default, irrespective of whether it is triggered by any actions or omissions or You, Your Customers, Your Sub-Resellers or Your Sub-distributors, as the case may be:

- (a) You are in material breach of your obligations under this Agreement, provided that such breach is capable of being cured, and further provided that such breach remains uncured after a thirty-day (30) notice to You (or fifteen (15) days if the breach is a failure by You to make any payment to Z33 when due under the Agreement); or
- (b) In the event You are in material breach of Your obligations under the Agreement more than two (2) times notwithstanding any cure of such breaches; or
- (c) In the event You are in breach of Your obligations under the Agreement and such breach is incapable of being cured;
- (d) If Z33 determines that You engaged or engage in illegal or deceptive trade practices or that You have violated, violate or that You are reasonably likely to violate: (i) the AUP or any other principles, guidelines, policy or procedure disclosed to You, and set forth by Z33 or its Third-Party Suppliers, in connection with the Services; (ii) Sections 3 or 4 of the MSA; (iii) any Property Asset or any Intellectual Property Right of Z33, its Third-Party Suppliers or any third party; (iv) Your confidentiality obligations under the Agreement; or (v) Your non-solicitation obligation under the Agreement; or

(e) If Your use of the Services results in, or is the subject of, actual or potential legal action or threatened legal action against Z33 or any of its Affiliates, vendors, partners, representatives or customers, whether such actual or potential legal action or threatened legal action is eventually determined to be with or without merit.

6.4. Termination Related to Bankruptcy and Insolvency. Either Party may terminate this Agreement immediately by serving on the other Party a Notice of Intent to Terminate in the event the other Party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy, insolvency or other similar proceedings under Applicable Law, including as a result of a proposal or arrangement being made to that Party's creditors; (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up or is being liquidated, voluntarily or otherwise.

6.5. Third-Party Supplier Termination. In the event a Third-Party Supplier of one or more Third-Party Services terminates the applicable agreement with Z33, in whole or in part, including with respect to individual Services or with respect to a particular Customer, Z33 may terminate the Agreement, in whole or in part, within the same deadline as the Third-Party Supplier, including termination of only those Services or termination only in relation to such Customer as terminated by the Third-Party Supplier without any liability or further obligation.

6.6. Effects of Termination. Except as otherwise expressly set forth herein, termination of the Agreement will not cancel or waive any Fees owed to Z33 as per the Agreement and Z33 shall not be required to reimburse any prepaid fees. Upon termination of the Agreement or the Services, in whole or in part: (i) Z33 will close Your Account; (ii) Z33 may charge any unpaid balance or otherwise invoice You for such unpaid balance; (iii) You shall promptly stop all use of the Services and, if applicable, uninstall and remove all copies of any software provided by Z33, or any Third-Party Supplier from Your devices (and those of your End Users), or otherwise render such Services permanently unusable by You and Your End Users, and You shall return or destroy all copies of any such software; and (iv) Z33 may irrevocably delete Your Service Data upon the effective termination date, unless otherwise set forth in the applicable Service Schedule. You will be solely responsible for securing all necessary Service Data from Your Account prior to termination. Z33 will not be responsible for any loss of Your Service Data, or any damages arising from the deletion of Your Service Data following termination of the Agreement.

6.7. Other Relief. Any termination of the Agreement: (i) does not relieve either Party of its obligations that have accrued under this Agreement or operate to discharge any liability that has been incurred by either Party prior to the effective date of termination; and (ii) shall be without prejudice to any other rights (including any right of indemnity), remedy or relief vested in or to which the terminating Party may otherwise be entitled against the other Party.

7. Service Orders and Subscription Plans

7.1. Service Orders for Customer. When You purchase Services from Z33, upon receipt of each order, a Subscription Plan will be created specific to such purchase, setting forth the

initial term, Fees, payment schedule and other terms and conditions with respect to such purchase.

7.2. Subscription Term. Except for a Consumption Subscription, the term of each Subscription Plan (“**Subscription Term**”) shall be an initial term with a specific duration as agreed to by You (e.g., one (1) month, one (1) year or three (3) years, depending on the Service, or some other mutually agreed-upon period) (a “**Subscription Initial Term**”), followed by renewal periods (each a “**Subscription Renewal Term**”). Each Subscription Plan will renew automatically at the end of the then current Subscription Term, Z33in accordance with the following and except as otherwise provided in a Service Schedule.

(a) **Monthly Subscriptions.** The Subscription Initial Term for a Monthly Subscription is one (1) month. By default, each Subscription Renewal Term for a Monthly Subscription is one (1) month . To prevent the automatic renewal of a Monthly Subscription, You shall notify Z33 of Your intent not to renew the Subscription at least thirty (30) days prior to the end of the Subscription Term.

(b) **Fixed-Term Subscriptions.** The Subscription Initial Term for a Fixed-Term Subscription is twelve (12) months or any other specific term agreed to in writing between the Parties. By default, each Subscription Renewal Term for a Fixed-Term Subscription is defined as twelve (12) months, except as otherwise provided in a Service Schedule. To prevent the automatic renewal of a Fixed-Term Subscription, You shall notify Z33 of Your intent not to renew the Subscription at least ninety (90) days prior to the end of the Subscription Term.

7.3. Disablement and Cancellation of Subscriptions by You. The following terms apply if You terminate a Subscription Plan without cause prior to the end of the then current Subscription Term, in accordance with Section 6.6 of this Agreement:

(a) **Monthly Subscriptions.** For Monthly Subscriptions, the monthly invoice shall represent the value of the Services rendered up to the effective date of termination.

(b) **Fixed-Term Subscriptions.** For Fixed-Term Subscriptions, Z33 (i) will not provide a refund in connection with Your cancelled Subscriptions, (ii) reserves the right to invoice You for any future scheduled billings for that Subscription; and (iii) reserves the right to invoice You all Fees previously waived, discounts, or rebates applied or granted for that Subscription. You hereby expressly renounce to the applications of Articles 2125 to 2129 of the Civil code of Quebec.

(c) **Consumptions Subscriptions.** Consumption Subscriptions can be cancelled at any time and any usage before cancellation will be billed in the next scheduled invoice date.

7.4. Disablement and Cancellation of Subscription by Z33. The following terms apply if Z33 or a Third-Party Supplier terminates a Subscription Plan without cause prior to the end of the then current Subscription Term, in accordance with Section 6.6 of this Agreement:

(a) **Monthly Subscriptions.** For Monthly Subscriptions, the monthly invoice shall represent the value of the Services rendered up to the effective date of termination.

(b) **Fixed-Term Subscriptions.** For Fixed-Term Subscriptions, notwithstanding Section 6.6 above, You will receive a prorated credit for the unused prepaid portion of the cancelled Subscription in Your subsequent invoice, provided that such cancellation is not due to Your violation of the Agreement, and (ii) Z33 will not invoice You for any future scheduled billings for that Subscription. Any refund of prepaid Fees by Z33 shall constitute the maximum extent of Z33's liability for termination of the Subscription.

(c) **Consumptions Subscriptions.** Consumption Subscriptions can be cancelled at any time and any usage before cancellation will be billed in the next scheduled invoice date.

8. Support

8.1. Technical Support. Technical Support shall be provided in accordance with the Z33 General Support Description available at <https://z33.ca/legal>. Except as otherwise set forth in the Agreement, Z33 will provide You Technical Support for the Services, including by computers, phone, email and SMS or any other way to be able to provide Technical Support in accordance with the terms set forth below.

8.2. Request. In order to receive Technical Support, any End User must send a request to Z33 with the following information: Issue involved, Date and time that the issue occurred, Detailed description of the issue, Error messages (if applicable), Screenshots or any other visual element that could help solve the issue. If the foregoing information is not received by Z33, Z33 reserves the right not to respond to the request for Technical Support until complete information has been provided and, in any event, Z33 shall have no liability for delays in responding to an incomplete request for Technical Support.

8.3. Maintenance. Z33 or its Third-Party Suppliers may be required to perform routine maintenance from time to time in connection with the Services. Routine Maintenance may interrupt or otherwise impact the Services, depending on the nature of the work. Routine maintenances are planned to occur during off-peak hours (Eastern Time) and Z33 will use commercially reasonable efforts to notify You at least forty-eight (48) hours prior to such maintenance. Z33 or its Third-Party Suppliers may also be required to perform emergency maintenance. Emergency maintenance may happen without notice; in case of emergency maintenance, Z33 will use commercially reasonable efforts to notify You as soon as reasonably possible and to perform such maintenance in a manner that will not unreasonably interrupt the Services. It is Your responsibility to understand these notifications and take the necessary actions to minimize the impact on Your business.

8.4. Equipment. Unless purchased directly from Z33, You are responsible for and must provide all phones, phone services, computers, software, hardware, and any other devices necessary to access and use the Services (“Equipment”). Z33 makes no representations, warranties, or assurances that Your Equipment will be compatible with the Services.

8.5. Error Correction. For the purposes hereof, an “**Error**” shall mean a material failure of the Services to perform in accordance with any Documentation such that the Services are significantly impaired or degraded for the End Users. An End User may report any suspected Error. In such a case, You shall obtain from the End User and provide to Z33 a detailed, written description and documentation of the suspected Error. You and your End Users must cooperate with all investigations conducted by Z33 or its Third-Party Suppliers in relation to the Error. The only responsibility of Z33 and its Third-Party Suppliers in relation to a reported Error is to use all commercially reasonable efforts to correct the Error. An Error correction may consist of a separate patch, a workaround or it may be included in the next available update, upgrade or release of the Services, at the discretion of Z33 and its Third-Party Suppliers. Should Z33 or its Third-Party Suppliers be unable to correct an Error with respect to a particular Service (the “**Affected Service**”) within thirty (30) days after Your notification, Your sole remedy shall be to terminate the Affected Service immediately, in which case the provisions of Section 7.3 of the MSA shall apply, except that Z33 shall refund to You any prepaid fees and shall not have the right to reinstate any fees previously waived, discounts or rebates applied with respect to the Affected Service. Such refund of prepaid fees, if any, shall constitute the maximum extent of Z33’s liability for failure to correct an Error.

8.6. Updates. Z33 reserves the right to change or upgrade any equipment or software that it uses to provide the Services without notice to You. Z33 will install security patches, minor updates, upgrades and service packs (“**Updates**”), as it determines in its sole discretion, and reserves the right, but has no obligation, to roll back any Updates. Updates may change system behavior and functionality and as such may negatively affect the Services. Z33 cannot foresee nor be responsible or liable for service disruption or changes in functionality or performance due to Updates. Z33 is not responsible or liable for issues that may arise from incompatibilities between the Service Data and the Services, including any Updates.

8.7. Beta Products and Services. Notwithstanding anything to the contrary contained in the Agreement, the Service Unavailability Warranty shall not apply to Services provided or Accounts created on experimental “Beta” plans and platforms, and Z33 shall have no liability whatsoever in relation to any such “Beta” plans or platforms, or any related databases, website content, and email messages, whether direct or indirect, or otherwise.

8.8. New Releases and Replacement. You acknowledge and agree that Z33 or Third-Party Suppliers may modify a Service (by adding new features or functionalities to, or removing existing features or functionalities from, a Service) or may release a new version of a Service, at any time and for any reason, including to address customer needs or otherwise address competitive demands, to respond to a government regulation, order or law, or to advance innovation in its Service offerings. You acknowledge and agree that Z33 or Third-Party

Suppliers may replace a Service with another Service offering equivalent functionalities at any time. Any such modification or replacement shall not constitute a default by Z33 under the Agreement, provided that if you believe that such modification or replacement substantially decreases the Service offering, Your sole remedy shall be to terminate the Service immediately, in which case the provisions of Section 7.3 of the MSA shall apply, except that Z33 shall refund to You any prepaid fees and shall not have the right to reinstate any fees previously waived, discounts or rebates applied with respect to the Service. Such refund of prepaid fees, if any, shall constitute the maximum extent of Z33's liability for any modification to or replacement of the Service.

8.9. End of Life. Z33 may, at any time and for any reason, including to address competitive demands, respond to a government regulation, order or law, or to advance innovation in its Service offerings, terminate a particular Service or cease to provide, with respect to a particular Service: (i) Technical Support; (ii) bug fixes, security fixes or other Updates; and/or (iii) maintenance services ("**End of Life**"). For any Service being planned for the End of Life, Z33 will notify you at least ninety (90) days prior to the End of Life effective date, and Z33's only liability in connection with the End of Life shall be to use commercially reasonable efforts to assist you for appropriate planning and suggest alternative services with substantially equivalent functionalities.

8.10. Service Availability Warranty. Z33 will use commercially reasonable efforts to achieve the level of performance set out for each Service, as further defined in each applicable Service Schedule ("**Service Availability Warranty**"). Any period where a particular Service is unavailable but such unavailability is caused by or associated with any of the following shall not be considered a Service Outage: (i) any circumstance beyond Z33's reasonable control, including but not limited to a failure or error in a device or hardware not provided by Z33, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet unavailability, power failure, Your act or omission or those of your End Users, Your portion of the network or that of your End Users, IP transit Z33 issues, SYN attacks or any other Force Majeure event; (ii) any unavailability related to the replacement or repair of customer premises or Equipment; (iii) any issues related to a Third-Party Supplier; or (iv) any scheduled and emergency maintenance (collectively the "**Service Outage Exclusions**"). Also, any period of unavailability lasting less than five (5) consecutive minutes shall not be considered a Service Outage.

9. Privacy and Data Protection

9.1. Processing. Z33 will Process Service Data in accordance with the terms of this Section 9 and the Service Data Privacy Statement and only : (i) to provide the Services and carry out the purposes of the Agreement ; or (ii) as authorized by You or under Applicable Law. To the extent Service Data constitutes Personal Data, You and Z33 hereby agree that Z33 will be a data processor with respect to such Personal Data and You will be the data controller as those terms are understood under the Data Protection Law.

9.2. Customer responsibilities. You hereby agree with the terms of the Service Data Privacy Statement and agree to comply with Data Protection Law as it relates to Your procurement and use of the Services and Your transfer of Personal Data to Z33. You are responsible for Your own compliance with Data Protection Law as a data controller. Without limiting the generality of the foregoing, You are responsible for obtaining necessary consents from Your End Users and for notifying Your End Users of the transfer of their Personal Data to Z33 and the Processing of their Personal Data by Z33 as contemplated by the Agreement. If, under Data Protection Law, You are required to enter into a Data Processing Agreement (“**DPA**”) with Z33, You may send Your request to execute Z33’s DPA by emailing Your request at legal@z33.ca.

9.3. Subprocessors. You acknowledge that Z33 and third-party service Z33s that are engaged by Z33 to assist in providing the Services shall have the right to Process Your Service Data to the extent necessary to provide the Services. Any third-party service Z33s engaged by Z33 will only be given access to Your Service Data as reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in this Agreement; and (b) their agreement to comply with Data Protection Law. Z33 maintains an up-to-date list of the names and locations of all third-party subprocessors engaged in processing Personal Data, including a description of their processing activities. If, under Data Protection Law, Z33 is under the obligation to provide You with the list of its subprocessors, such list will be made available upon request by contacting legal@z33.ca.

9.4. No Access to PHI. You acknowledge and agree that: (i) Z33 is not acting on Your behalf as a Business Associate for the purposes of the U.S. Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) as amended and supplemented; (ii) You shall not provide, transmit or otherwise disclose protected health information (“**PHI**”) to Z33; and (iii) the Services will not be used in any manner that would require Z33 or the Services to be compliant with HIPAA, the U.S. Health Information Technology for Economic and Clinical Health Act (“**HITECH**”) as amended and supplemented, or their enabling regulations, or similar state laws or regulations. You are solely responsible to ensure that its use of the Services will not result in any of the foregoing clauses becoming inaccurate. In this paragraph, the terms, “Business Associate”, subcontractor, “protected health information”, and “PHI” shall have the meanings described in HIPAA, HITECH, their enabling regulations, or similar state laws or regulations.

10. Third-Party Services

10.1. Third-Party Suppliers. You acknowledge and agree that the Services may include, make available, display, run, access or otherwise interact, directly or indirectly, with Third-Party Services. Any subscription, purchase, enabling or use of Third-Party Services is subject to the terms and conditions of such Third-Party Supplier as such may be communicated to You from time to time. If you disagree with any of the terms and conditions set out by any Third-Party Supplier, You shall not subscribe, purchase, enable or use such Third-Party Services. Your subscription, purchase, enabling or use of Third-Party Services shall be

deemed a confirmation of your consent to the terms and conditions set out by the Third-Party Supplier in relation thereto.

10.2. Service Data. If You subscribe to, purchase, enable or engage Third-Party Services pursuant to the Agreement, You acknowledge and agree that Z33 may provide Service Data to the applicable Third-Party Supplier(s) and that Z33 is not responsible or liable for any disclosure, modification, deletion or other use of Service Data resulting from any such access and use by such Third-Party Supplier(s). Any exchange of Service Data between You and a Third-Party Supplier is subject to the terms and conditions of such Third-Party Supplier. You represent and warrant that Your use of any Third-Party Service constitutes Your express consent to the access and use of Service Data by the applicable Third-Party Supplier, and that such consent, use, and access is beyond Z33's control. You hereby acknowledge and agree that Z33 and Third-Party Suppliers may communicate directly with You for the following purposes: (i) to conduct customer service and satisfaction surveys; (ii) to the extent required to provide options regarding continuity of the Services; and (iii) for purposes related to the provisioning of the Services to Your Account, including in relation to any Updates or security incidents.

10.3. Third-Party Beneficiary. You acknowledge and agree that Third-Party Suppliers shall be deemed to be third-party beneficiaries of the Agreement. In the event of a default by You under the terms of the Agreement, any Third-Party Supplier will be entitled to enforce the provisions of the Agreement and to verify Your compliance with the terms of the Agreement.

11. Confidentiality

11.1. Confidentiality Obligations. Except as otherwise permitted by the Agreement or as mutually agreed to in writing by the Parties, a Party receiving Confidential Information (the "**Receiving Party**") shall maintain the confidentiality of all Confidential Information from the Party disclosing the Confidential Information (the "**Disclosing Party**") and shall not release, disclose, divulge, sell or distribute any Confidential Information, without the prior written consent of the Disclosing Party. The Receiving Party may only use the Disclosing Party's Confidential Information as necessary to carry out its activities contemplated by the Agreement and for no other purpose. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own similar confidential information but in no event less than reasonable care (ii) not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, (iii) notify the other Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information, and (iv) cooperate with the other Party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

11.2. Need to Know. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, directors, officers, consultants, contractors, and agents (collectively the "**Representatives**") who are required to have the information in order to carry out the purposes of the Agreement, provided that it has ensured that such Representatives are required to protect the Confidential Information according to

written terms consistent with the Agreement and has accepted responsibility for each Representative's use of Confidential Information. The Receiving Party is liable to the Disclosing Party of any use of Confidential Information by its Representative.

11.3. **End Users.** You may disclose Confidential Information to the End Users solely to the extent necessary to carry out the intent of the Agreement and provided that such End Users are contractually bound to maintain the confidentiality of such Confidential Information on terms at least as restrictive as those of this Agreement.

11.4. **Order.** The Receiving Party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law. If the Receiving Party is required by Applicable Law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy.

11.5. **Feedback.** You acknowledge and agree that any Feedback shall not constitute Confidential Information for the purposes of the Agreement and may be used, implemented and developed by Z33 or its Third-Party Suppliers without obligation of any kind, except for the obligation not to disclose the source. Z33 shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable and perpetual license to use or incorporate any such Feedback into the Services.

11.6. **Relief.** The Parties acknowledge and agree that any breach of the terms of this Section 11 will cause irreparable harm and damage to the aggrieved Party. The Parties further agree that each Party shall be entitled to injunctive relief to prevent breaches of this Section 11 and to specifically enforce the terms and provisions of this Section 11, in addition to any other remedy to which such Party may be entitled, at law or in equity.

12. Disclaimer of warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, Z33 AND ITS THIRD-PARTY SUPPLIERS PROVIDE THE SERVICES ON AN "AS IS" BASIS AND NO WARRANTY IS EXTENDED TO YOU UNDER THIS AGREEMENT. YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. Z33 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE AGREEMENT OR THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. YOU ACKNOWLEDGE THAT PORTIONS OF THE SERVICES ARE PROVIDED BY THIRD-PARTY SUPPLIERS WHOSE PERFORMANCE IS NOT WARRANTED OR GUARANTEED BY Z33 OR SUCH THIRD-

PARTY SUPPLIERS UNDER THE AGREEMENT. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY Z33 AND ITS AFFILIATES, THIRD-PARTY SUPPLIERS AND THEIR RESPECTIVE REPRESENTATIVES SHALL CREATE A WARRANTY, AND YOU SHALL NOT RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

13. Limitation of Liability

IN NO EVENT SHALL Z33 AND ANY THIRD-PARTY SUPPLIER OR THEIR AFFILIATES AND RESPECTIVE REPRESENTATIVES BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES, TO THE EXTENT THAT SUCH CATEGORIES OF DAMAGES ARE RECOGNIZED AND CAN BE CLAIMED UNDER APPLICABLE LAW; AND (II) OR FOR DAMAGES FOR LOSS OF PROFITS, SAVINGS OR REVENUES, LOSS OF SERVICE DATA, BUSINESS INFORMATION OR BUSINESS INTERRUPTION, DIMINUTION IN VALUE OR OTHER SIMILAR PECUNIARY LOSSES; IN ALL CASES ARISING UNDER OR IN CONNECTION WITH THE SERVICES OR MORE GENERALLY THIS AGREEMENT, REGARDLESS OF: (A) WHETHER THE DAMAGES CAN BE CONSIDERED DIRECT OR INDIRECT; (B) WHETHER OR NOT Z33 OR ITS THIRD-PARTY SUPPLIER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE; (C) THE LEGAL OR EQUITABLE THEORY (CONTRACTUAL LIABILITY, EXTRA-CONTRACTUAL LIABILITY, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED; AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY IN ITS ESSENTIAL PURPOSE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL Z33 BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR CAUSED BY (1) ANY THIRD PARTY OR THE ACT OR OMISSION OF A THIRD-PARTY SUPPLIER, (2) YOU OR YOUR END USERS, (3) Z33'S ACCESS TO YOUR OR YOUR END USERS' COMPUTER EQUIPMENT(S) OR NETWORK(S) OR (4) ANY OTHER EVENTS BEYOND THE REASONABLE CONTROL OF Z33.

IN NO EVENT SHALL Z33'S LIABILITY UNDER THE AGREEMENT EXCEED THE AMOUNT PAID BY YOU UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Indemnification

14.1. Z33 shall defend, indemnify and hold harmless You and Your Representatives from and against any and all Claims brought by a third party arising out of or in connection with infringement or alleged infringement of the Intellectual Property Rights of such third party by the Services made available by Z33 for a fee and used within the scope of the license granted to You under the Agreement. You shall promptly notify Z33 of such Claim in writing and give Z33 sole control over Your defense or settlement. Z33 shall defend, at its own expense, any action arising from the infringement Claim, and You shall cooperate in such defense as

reasonably requested by Z33, at Z33's expense. Z33 shall pay all adverse final judgments and settlements that it has consented to resulting from such Claims, and any award received by Z33 in such an action shall belong solely to Z33. Z33's obligation to defend, indemnify and hold You harmless shall not apply to the extent that the Claim is based on, arises out of, directly or indirectly: (i) a Third-Party Service; (ii) Your use of the Services in violation of this Agreement; (iii) specifications provided by You to Z33 for the Services; (iv) code or materials provided by You as a part of the Services; (v) Your use of the Services after Z33 notifies You to discontinue that use due to a third party Claim; (vi) Your use of the Service in combination with a product, service, data or business process that is not licenced, resold or distributed through the Agreement; (vii) damages attributable to the value of the use of a product, service, data or a business process that is not licenced, resold or distributed through the Agreement; (viii) modifications You make or that You have caused to be made to the Services; (ix) Your redistribution of the Services to, or Your use for the benefit of, any unaffiliated third party; (x) Your use of the Z33's or its Third-Party Suppliers' Marks without express written consent to do so; or (xi) any trade secret or undisclosed information claim, where You acquire the trade secret or undisclosed information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than Z33) who owed to the party asserting the Claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

14.2. If a Service becomes or is likely to become the subject of an indemnity Claim under Section 14.1, Z33 may at its sole discretion, (i) procure, at no cost to You, or where applicable, the right to continue using the Service, (ii) replace or modify the Services so that they become non-infringing or (iii) withdraw the infringing Service and terminate any affected Subscription Plan, in whole or in part, including with respect to any individual Service or any software component of a Service, without further obligation. For clarity, this Section 14.2 states the entire and exclusive obligation of Z33 for any Claim or breach of Section 14.1 and Z33 shall have no further liability to You in connection with Section 14.1, except only to refund to You any prepaid fees for Services.

14.3. You shall defend, indemnify and hold harmless Z33, its Third-Party Suppliers and their respective Representatives from and against any and all Claims brought by a third party arising out of or resulting, directly or indirectly, from Your use or Your End Users' use of the Services, Your breach of the Agreement or Your negligence or willful misconduct. This includes any of the following acts or omissions by You or any of Your End Users: (i) unauthorized or improper installation, use, access, copying, reproduction, and/or distribution of any portion of the Services; (ii) introduction of a software virus in Z33's or any Third-Party Supplier's network; or (iii) violation of the Agreement.

15. Amendment of Terms.

Z33 may, from time to time and at its sole discretion, update the Agreement or any document forming part of the Agreement, or modify or supplement the Services. Z33 will notify You of any amendments to the Agreement on the invoice and in the email of the invoice and by posting the new version on Z33's website at <https://www.z33.ca/legal>, or at another location

communicated to You by Z33. Such changes will take effect immediately, unless otherwise indicated by Z33. You can always review the most current version of the Agreement and any document forming part of the Agreement on Z33's website at <https://www.z33.ca/legal>, or at another location communicated to You by Z33. Your continued use of the Services after Z33 posts a new version of the Agreement or any document forming part of the Agreement will constitute Your acceptance of the updated Agreement. If You do not wish to accept the updated Agreement, You may terminate the Agreement by giving written notice to Z33 without Z33 incurring any liability whatsoever. Except as expressly provided herein, no other change shall be binding on the Parties unless in writing and signed by an authorized representatives of both Parties.

16. Miscellaneous

16.1. Computation of Deadlines. In computing any deadlines under this Agreement, the first day of the deadline is not included, but the last day is; in addition, any day that is not a Business Day is counted. However, if the last day of the deadline is a day that is not a Business Day, the deadline is extended to the next succeeding day which is a Business Day.

16.2. Digital Signature. By ordering Services, or by paying an invoice, You are deemed to have executed the Agreement and the other terms of service electronically, effective on the date You create Your Account. Your Account registration constitutes an acknowledgement that You are able to electronically receive, download, and print the Agreement and any amendments thereto.

16.3. Regulatory Changes. If a federal, state, provincial or a foreign regulatory body or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of materially increasing the cost of providing the Services hereunder or of canceling, changing or superseding any material term or provision of the Agreement (collectively "**Regulatory Requirement**"), then the Agreement shall be deemed modified in such a way as the Parties mutually agree in writing is consistent with the form, intent and purpose of the Agreement and is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on amendments needed to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement becomes effective, then, upon written notice, either Party may, to the extent practicable, terminate the portion of the Agreement affected by the Regulatory Requirement.

16.4. Interpretation. For purposes of the Agreement: (a) the words "include", "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof," "hereby", "hereto" and "hereunder" refer to the Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of the Agreement to the same extent as if they were set out

verbatim herein. Except as otherwise expressly provided in the Agreement. The headings in the Agreement are for reference only and do not affect the interpretation of the Agreement.

16.5. Entire Agreement. The Agreement collectively constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, representations, conditions, warranties, negotiations and discussions with respect to the subject matter hereof, whether oral or written. This Agreement cannot be modified otherwise than by a written amendment duly signed by the Parties.

16.6. Applicable Law and Venue. The Agreement shall be governed and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable in Quebec, despite any choice-of-law statute, rule, or precedent that would apply the law of any other jurisdiction. To the extent it may be applicable, the Parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement. The Parties hereby attorn to the non-exclusive jurisdiction of the federal and provincial courts in the judicial district of Montreal, Province of Quebec, Canada. This choice of jurisdiction does not prevent either Party from seeking injunctive relief with respect to a violation, infringement or misappropriation of Intellectual Property Rights or confidentiality obligations in any jurisdiction.

16.7. Non-Waiver. No waiver of any of the provisions of the Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. The failure of either Party to exercise any right, power or option given hereunder or to insist upon strict compliance with the terms and conditions hereof by the other Party shall not constitute a waiver of the terms and conditions of the Agreement with respect to that breach or any other or subsequent breach thereof, nor a waiver by either Party of its rights at any time thereafter to require strict compliance with all terms and conditions hereof, including the terms or conditions with respect to which the other Party has failed to exercise such right, power or option.

16.8. Force Majeure Event. Except for monetary obligations, neither Party (the “**Impacted Party**”) shall be in default or otherwise liable to the other for failure or delay in the performance of a required obligation hereunder if such inability or delay results from any cause which is unforeseeable, irresistible and beyond such Party’s reasonable control or anticipation, including, without limitation, acts of war, acts of God, terrorism, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, labor shortage or dispute, governmental act, insurrection, epidemic, quarantine, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, condemnation, acts of third parties, failure of the internet, or other reason that is beyond a party’s reasonable control or anticipation (each a “**Force Majeure Event**”). The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

16.9. **Successors and Assigns.** You may not assign the Agreement without the prior written consent of Z33, which consent shall not be unreasonably withheld. Z33 may assign this Agreement without the need for prior consent. The Agreement shall enure to Your benefit and that of Z33 and shall be binding upon both You and Z33 and both your respective legal successors and permitted assigns.

16.10. **Survival.** All obligations imposed on Z33 and You which expressly or by their nature survive the expiration or termination of the Agreement, including Sections 4, 6, 11, 12, 13, 14 and 16 of this MSA, shall continue in full force and effect subsequent to and notwithstanding such expiration or termination, and until they are satisfied or by their nature expire.

16.11. **Notice.** You accept that communications from Z33 may be electronic. As such, Z33 may notify You by email (to any email address registered with Z33) or provide You with information by posting notices on Z33's website. You agree to this electronic means of communication and You acknowledge that all contracts, notices, information, and other communications that Z33 provides to You electronically are acceptable and effective as notice. Subject to the foregoing and except as otherwise specified in the Agreement, all notices, requests, consents, claims, demands and waivers hereunder shall be in writing and shall be deemed to have been given (i) immediately upon personal delivery, (ii) the second (2nd) business day after mailing, (iii) the second (2nd) business day after sending by confirmed facsimile, or (iv) the first (1st) business day after sending by email or, if from Z33 to You, upon online posting on Z33's website.

16.12. **Cumulative Rights.** The rights of each Party hereunder are cumulative and the exercise or enforcement by a Party of any right or remedy hereunder shall not preclude the exercise or enforcement by such Party of any other right or remedy hereunder or which such Party is otherwise entitled by law to enforce.

16.13. **Additional Remedies.** You acknowledge that any act in violation of Z33's rights in the Services may cause irreparable damage to Z33, for which monetary damages may not be an adequate remedy. Accordingly, if You act, fail to act, or attempt to act in violation of Z33's rights in the Services, then in addition to all Z33's other rights and remedies under the Agreement, Z33 shall have the right to seek to prevent such action or failure to act by applying for interlocutory or permanent injunctive relief.

16.14. **Severability.** If, in any jurisdiction, any provision of the Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability, without invalidating the remaining provisions thereof and without affecting the validity or enforceability of such provision in any other jurisdiction or its application to other Parties or circumstances.

16.15. **No Other Terms.** The terms and conditions of this Agreement govern all transactions contemplated by this Agreement including all sales orders, statements of work or similar

documents. Any proposed variation from or addition to these terms and conditions appearing on any document submitted by You are null and void.

16.16. **Export.** Z33's obligation to fulfill its commitments under this Agreement may be subject to restrictions arising out of Applicable Law related to national or international export controls, including embargoes or any other sanctions. The Parties further acknowledge that the Services may be subject to export and re-export restrictions under Applicable Law related to export control and thus may only be exported or re-exported in compliance with such Applicable Law.

16.17. **Language.** In the event of any inconsistency or discrepancy between the English and French versions of this Agreement, the English version shall prevail.