3395, boul. de la Pinière, bureau 210, Terrebonne, QC. J6X 4N1
Téléphone : 514.394.0780 – 1.855.305.9939 | Télécopieur : 450.933.6229 | www.equipemicrofix.com

# Professional and Technical Support Services – Terms & Conditions

**1. GENERAL & SERVICES**

a) This Agreement binds 9227-7383 Québec Inc., *dba* "ÉQUIPE MICROFIX" (henceforth referred to as "MICROFIX"), a corporation duly authorized and existing under the laws of the province of Quebec, Canada with offices at 3395, boul. de la Pinière, bureau 210, Terrebonne, QC. Canada (J6X 4N1) and any Client receiving ***Professional Services*** and/or ***Technical Support Services*** (henceforth the "Client"), as MICROFIX provides the Client with diverse IT (Information Technology) Services (henceforth referred to as the "MICROFIX Services"). Such Services could include, without limitations, works of engineering, designs, plans, consultations, consulting, helpdesk or technical assistance, as well as any and all sales, renting, leasing and/or any and all procurement, installation and/or implementation of software, licenses, hardware, networking equipment, systems, machines or other technical equipment. MICROFIX may, at its sole option, elect to provide any or all of the Services with or without the help of third-party suppliers, agents, subcontractors or other third parties, without notice to the Client.

b) Any mention of "the Client" within the framework of this Agreement shall be understood to include the Client, its employees and its authorized agents and third parties (collectively the "End-Users" of the Services). This Agreement covers all the Services provided by MICROFIX for the Client only and does not extend rights to any other party on behalf of the Client.

c) Any mention of "Client's Systems" herein shall be understood to include all software, hardware, networking equipment and all other IT equipment serving the Client's needs, and/or used by the Client for its benefit, whether the Client owns such systems or not.

d) The Terms, Conditions and Fees listed herein apply to any work performed by MICROFIX for the Client, unless another agreement is specifically drafted by the Parties to that end. These Conditions may be changed by MICROFIX from time to time. The Client agrees to these Conditions, and to such changes, as a fundamental condition to receiving the Services.

**2. TERM & TERMINATION**

a) The Terms and Services to be provided shall be limited to those explicitly agreed-upon by the Parties (through written agreements, confirmed emails, statement of works, etc.) and upon reaching such limitation, such agreement shall be considered completed:
   i. For "Banks of Hours" – When all hours shall be used by the Client;
   ii. For "Projects" or other agreed-upon work type – When such work shall be completed, as reasonably agreed-upon by the Parties.

b) MICROFIX may cancel, suspend or terminate any Service, at MICROFIX's discretion, immediately, without further obligation to the Client in the event of:
   i. Any repetitive failure by the Client to pay any Fee(s), payments for the MICROFIX Services, or other amounts when due hereunder, or any material breach of these Conditions by the Client which cannot be resolved or is not resolved to MICROFIX's satisfaction, acting reasonably, within fifteen (15) days of MICROFIX's notifying the Client of such breach;
   ii. Any merger, consolidation or similar transaction or acquisition or sale, lease or other transfer of all or substantially all of the assets or voting shares of the Client, or any other change in the control or ownership of the Client;
   iii. The Client becomes an insolvent person under the law, or commits or threatens to commit any act of bankruptcy or insolvability;
   iv. The presence of illegal material on the Client's Systems or the use of the Services for unlawful purposes (refer to Section 7);
   v. To otherwise protect its personnel, agents, facilities or Services, or to prevent the Client's use of the Services from interfering with MICROFIX's ability to provide the Services to the Client or others.
   vi. MICROFIX being required by law to cease providing the Services.

   **MICROFIX will use reasonable efforts to provide notice to the Client before taking action under this Section.**

c) The Client may terminate the Services, without further obligation to MICROFIX, other than the obligation to pay amounts owing for Services provided to the date of such termination under the following conditions:
   i. At any time, upon a seven (7) days' notice to MICROFIX; or
   ii. Pursuant to the provisions of Section 10.

   **NON-PAYMENT BY THE CLIENT OF ANY FEE DOES NOT CONSTITUTE A REQUEST FOR TERMINATION OF ANY SERVICE.**

d) Upon termination:
   i. MICROFIX may terminate any Service provided to the Client without further delay or obligation;
   ii. The Client shall pay MICROFIX any and all amounts owed by the Client to MICROFIX, and all costs (including reasonable legal fees) incurred by MICROFIX in attempting to protect MICROFIX's rights or remedies, or to cause the Client's compliance with its obligations pursuant to these Conditions;
   iii. The Parties continue to abide by the *Non-Solicitation* and *Confidentiality* Clauses (Articles 8-9) for another twelve (12) months.

**3. FEES**

a) 1) The Fee(s) specified herein; 2) all due sums contracted through the use of the Services; and 3) any security deposit, if applicable, shall be paid in full by the Client to MICROFIX without any right of set-off or deduction, even in the event of an interruption of the Services by the Client for any cause, however except for those listed at Article 2b when it is MICROFIX which terminates the Services, in which case the Client shall only be responsible to pay for the due fees up to the effective date of such termination. The Client shall also pay MICROFIX any applicable sales, use, goods and services, value added or similar taxes payable with respect to the Fee(s), or otherwise arising with respect to these Conditions.

b) MICROFIX will invoice the Client according to the agreed-upon Services:

i. For "Banks of Hours" – All such hours will be invoiced and must be paid in full before MICROFIX can begin to perform the Services.

ii. For "Projects" or any other agreed-upon work type:

1) All fees for equipment to be purchased must be paid in full before MICROFIX can deliver such equipment;
2) All fees for quoted hours must be paid in accordance to a three-tier schedule: one-third on the Date of the Signature by the Client, a second third at half-Project, the last third on the day the work has been completed;
3) All fees for non-quoted hours must still be paid in full by the Client to MICROFIX, at the rate specified for quoted hours, on the day the Project has been completed.

**The Client understands and accepts that the quoted hours are but a good-faith evaluation of the time necessary to complete the work. However, such good-faith evaluation does not exclude the possibility that the Client must pay for additional, non-quoted hours, necessary and needed to entirely and exhaustively complete the work. MICROFIX operates on a "Time and Material" basis only.**

c) All hours during which the MICROFIX Services are performed are subject to Overtime Fees, calculated as such:

i. (x 1.5) on weekends, weekday evenings (5:00 PM to 8:30 AM) and Holidays.

In accordance thereof, *Hours* worked under a "Bank of Hours" agreement, and all hourly fees resulting from any other type of work, shall be calculated according with the appropriate multiplier hereto for the purpose of invoicing.

d) The Client shall pay all invoices within thirty (30) days of their receipt. If paying by cheques, those should be made out to ÉQUIPE MICROFIX. Each returned cheque is subject to a $50.00 service charge. A late payment charge of 2% compounded monthly interest rate may be applied to any invoice for which payment has not been received within the above-mentioned delay, and delinquent accounts will be turned over to a Collection Agency and be subject to a 26.8% annual interest rate penalty, or whichever maximum rate permitted by law, plus collection cost. The Client agrees and acknowledges that it will be liable to MICROFIX for all costs and/or expenses incurred, including legal fees, in the collection or attempted collection of any unpaid charges, and such amounts shall represent a debt owed by the Client to MICROFIX. Any interest due to late payment will be assessed from the date Services were rendered.

e) In order to fulfill its obligations under this Agreement, MICROFIX may, from time to time, have to secure certain expenses for the benefit of the Client. Such expenses could include Security Certificates, Domain name registrations, cables, USB media or other such common technology-related miscellaneous expenses for IT Services. Following authorization from the Client, the Client agrees to pay for all such expenses incurred by MICROFIX in performing its obligations, at the standard MICROFIX rates.

f) Billing of any project or cybersecurity incident undertaken by MICROFIX will be increased by a project management cost equivalent to 15% of all hours billed, at the hourly rate of the project manager established in the previous point.

**4. SERVICE-LEVEL AGREEMENT (SLA) AND LIMITATIONS**

MICROFIX will always perform the Services in a professional and workmanlike manner consistent with industry standards reasonably applicable to such Services. However, due to the generally unforeseeable nature of most IT-related Services, the following limitations and conditions shall apply:

a) MICROFIX will process a Client's Service request as quickly as possible in accordance to its available resources, and will take all reasonable steps to perform such request within the Response Time specified herein. The determination of the applicable priority level shall be made by the Client only, at its sole discretion, since such determination shall modify the resulting fees, according to the following criteria:

| Type of request | How to Contact Microfix Support | | Delays | Minimum Billing |
|---|---|---|---|---|
| **Priority 1 – Urgent** | Phone: | 514.394.0780 or 1.855.305.9939<br>Select the "Urgent" option | 30 minutes | 4 hours |
| **Priority 2 – Important** | Phone: | 514.394.0780 or 1.855.305.9939 | 2 hours | 2 hours |
| **Priority 3 – Normal** | Email:<br>Phone:<br>Web Portal: | support@teammicrofix.com<br>514.394.0780 or 1.855.305.9939<br>https://client.teammicrofix.com | 24 hours | 0.25 hours |

b) These Conditions also govern: 1) the Client's access to, and receipt of, technical support, including MICROFIX's local and remote access to the Client's systems, to analyze problems, sources of problems and when appropriate, to fix problems (collectively the "Technical Support Services"); and 2) the Client's use of "Support Software" (firmware, hot fixes, updates, bug fixes, workarounds, patches, etc.) or any other software which MICROFIX provides during the course of providing Technical Support Services. If the Client is a party to a current Agreement for MICROFIX « Service Contract », the terms and conditions of that Agreement shall govern. In order for MICROFIX's Technical Support Services technicians to diagnose problems effectively, the Client understands and agrees that some configuration data and personally identifiable information may need to be collected.

c) Technical Support Services and Support Software is provided without warranty of any kind, and at the Client's own risk. To the maximum extent permitted by applicable law, MICROFIX and its supplier(s) disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. MICROFIX does not warrant that the functions contained in the Support Software will meet the Client's requirements, or that the operation of the Support Software will be uninterrupted or error-free, or that defects in the Support Software can be corrected. Furthermore, MICROFIX does not warrant or make any representations regarding the use or the results of the use of the Support Software in terms of their correctness, accuracy, reliability or otherwise. No oral or written information or advice given by MICROFIX or its authorized representatives shall create a warranty, or in any way increase the scope of this warranty. Should the software prove defective after MICROFIX has delivered the same, the Client shall assume the entire cost associated with all necessary servicing, repair or correction.

**5. DATA SECURITY**

a) While working on the Client's systems, MICROFIX will strive to protect the data and information belonging to the Client. However, MICROFIX cannot guarantee or warrant the security of any information disclosed or transmitted to MICROFIX by the Client, nor the accuracy and content of such information, and cannot be responsible for the theft, destruction, or inadvertent corruption or disclosure of the Client's data. The Client understands and agrees that it should maintain a primary electronic copy of all materials stored on its systems.

b) Data contained on the Client's systems remains the exclusive, confidential property of the Client, and MICROFIX shall never use this data for its own use nor knowingly share this data with any other party.

c) To protect against accidental loss of data while working on the Client's systems, MICROFIX may make copies of all files stored on the Client's systems, including data belonging to the Client. However, unless a separate agreement to that end binds the Parties, MICROFIX is never obligated to archive such copies, and these will not be accessible by the Client.

**6. THIRD-PARTY SOFTWARE & HARDWARE**

a) MICROFIX could procure, install or make available, for the benefit of the Client, certain third-party equipment, hardware and/or software products. The Client agrees to always respect the licensing regulations and related obligations of these third-party products and always hold MICROFIX harmless against such products design limitations, flaws or other possible shortcomings. All software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Software is licensed, not sold. All rights not expressly granted herein are reserved. By agreeing to this Agreement, the Client also accepts to abide by the terms covering software products licensed by MICROFIX to the Client. The Client understands and agrees that MICROFIX is authorized to enter into agreements with third parties to carry out the purposes of this Agreement, and MICROFIX shall be primarily liable to those parties for payment due hereunder. MICROFIX is not responsible for any infringement to third party copyrights, patents or trade secrets where the Client has made amendments to original documents and similar works prepared by MICROFIX without its express approval, or where the Client fails to use the most recent versions of such works having been delivered by MICROFIX. **Because of its obligations through professional, industrial and legal associations with many software, hardware and other IT equipment companies, MICROFIX could refuse to provide its Services, without any fault whatsoever, if the Client is using illegal licenses or forged equipment**.

b) Should those products prove defective after MICROFIX has delivered the same, MICROFIX shall deploy all reasonable efforts in correcting the defective products, in a professional and workmanlike manner consistent with industry standards reasonably applicable to such Services. However, the Client agrees to always hold MICROFIX harmless against such products' design limitations, flaws or other possible shortcomings. Those products are provided without warranty of any kind, and at the Client's own risk. To the maximum extent permitted by applicable law, MICROFIX and its supplier(s) disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. MICROFIX does not warrant that the functions contained in those products will meet the Client's requirements, or that the operation of those products will be uninterrupted or error-free, or that defects in those products can be corrected. Furthermore, MICROFIX does not warrant or make any representations regarding the use or the results of the use of those products in terms of their correctness, accuracy, reliability or otherwise. No oral or written information or advice given by MICROFIX or its authorized representatives shall create a warranty, or in any way increase the scope of this warranty.

**7. ILLEGAL MATERIAL**

The use of any IT system for purposes such as unauthorized access of data or the presentation and transfer of material considered illegal by Canadian or international laws is strictly prohibited. Because of viruses, hackers or others, the Client's Systems could contain such illegal material, with or without the Client's knowledge and/or consent, including illegal software. For those reasons, the Client agrees to indemnify and hold MICROFIX harmless from any claim resulting from the use of the Client's systems which damages the Client or any other party, even when MICROFIX has worked on such systems, and MICROFIX hereby disclaims any and all responsibility for the very presence and/or utilization of any illegal material on the Client's systems, even when MICROFIX has performed work with the specifically stated goal of attempting to eliminate such illegal material.

**8. NON-SOLLICITATION**

The Client agrees that it shall not, for one (1) year following termination of this Agreement, on its own behalf or on behalf of, or in connection with, any other Person, as principal, agent creditor, advisor, consultant, owner, partner, independent contractor, employee, shareholder, director, officer or in any capacity whatsoever employ, offer employment to, solicit the employment or service of, or procure or assist any Person to employ, offer employment to, solicit the employment or service of, or otherwise entice away from the employment or service of MICROFIX or any of its affiliates, any Person who is employed by MICROFIX or any of its affiliates, any Person whose consulting services are retained by MICROFIX or any of its affiliates, or any Person who left his or her employment or terminated his or her contract with MICROFIX or any of its affiliates for less than six (6) months. The Client recognizes that a default of this section would cause a serious and irrecoverable prejudice to MICROFIX, and agrees that in all such cases, MICROFIX shall be entitled to receiving from the Client, in addition to any other right or remedy MICROFIX may be entitled to, punitive damages that will in no case be lower than two-and-a-half (2.5) times the remuneration paid to such Person by MICROFIX or any of its affiliates in the 18 months preceding the date such Person stopped working for MICROFIX or any of its affiliate, including all directs and indirect benefits.

**9. CONFIDENTIALITY**

During and after the Term, each party (the "Receiving Party") shall maintain strictly confidential all information, financial, technical, or otherwise, disclosed by the other party (including the terms of this Agreement), which is disclosed in circumstances of confidence or would be understood by the party, exercising reasonable business judgment, to be confidential, and shall not copy or use any such information except as contemplated by this Agreement. The foregoing shall not apply to information which is or becomes publicly known otherwise than by reason of a breach of this Agreement by the Receiving Party or has been independently developed outside the scope of this Agreement. Where the Receiving Party is required by law or by a tribunal of competent jurisdiction to disclose confidential information, it shall notify the Disclosing Party of such event so that the Disclosing Party may seek an appropriate protective order. Notwithstanding the foregoing, a party hereto may disclose the other party's confidential information to its agents, provided that such agents agree to be bound by confidentiality obligations equivalent to this section.

**10. FORCE MAJEURE**

a) If at any time during the Term of this Agreement, MICROFIX is unable to provide any or all of the Services by reason of the occurrence of an event of Force Majeure (defined below), MICROFIX will be excused from the performance of its obligations hereunder, during the continuance of such inability, provided that MICROFIX takes all reasonable commercially available measures to prevent or remove the Force Majeure. In the event of the occurrence of an event of Force Majeure, the Client may, at its option, terminate the Agreement with written notice if MICROFIX cannot resume provision of the Services within thirty (30) days of the occurrence of the event of Force Majeure.

b) "Force Majeure" means an event that is outside of the control of MICROFIX and includes: a fire, flood, epidemic, earthquake, snowstorm, ice build-up, power outage, quarantine, embargo, or other act of God; explosion, damage or destruction of MICROFIX Equipment, Infrastructure or facilities; significant Internet Peering conflict or the failure of a major Internet Provider; strike, lockout, or other material dispute with workers; riots, civil disputes, war (whether declared or undeclared) or armed conflict; any municipal ordinance or provincial or federal law, governmental order of regulation or order of any court or regulatory body requiring MICROFIX to cease providing the Services; the inability to obtain, or any material delay in obtaining local access for any reason whatsoever; any other event which renders continued provision the Services under this Agreement impossible, impractical or illegal.

**11. LIMITATIONS OF DAMAGE AND LIABILITY**

a) Neither party hereto shall be liable for incidental, consequential, special or indirect damages arising from, or in connection with, the breach of any provision of this Agreement or any attached Schedule(s), whether or not such damages were foreseeable or either party was advised of the possibility of such damages. The aggregate liability of MICROFIX arising out of, or in connection with this Agreement, shall not exceed the fees paid by the Client to MICROFIX hereunder. The limitation of liability set forth in this section shall not apply to claims of personal injury or property damage due to the gross negligence or willful misconduct of the party against whom the claim is made.

b) In no event shall MICROFIX be liable for the use of the MICROFIX Services by the Client or any third party for unlawful or illegal purposes. The Client hereby indemnifies and holds harmless MICROFIX and its agents for any and all losses, damages, costs or expenses (including reasonable legal fees) resulting from any allegation, claim or action by a third party arising out of, or relating to, the use of the MICROFIX Services by the Client or any third party, for unlawful or illegal purposes or for any breach of this Agreement by the Client.

c) MICROFIX makes no representations, warranties, conditions or guarantees as to merchantability, fitness for particular purposes or any other representations, warranties, conditions or guarantees regarding the MICROFIX Services, whether express or implied, in law or in fact, or in writing, except as expressly stated in this Agreement. The Client acknowledges that it has not relied upon any representation, warranty, condition or guarantee made by MICROFIX, which is not expressly stated in this Agreement. The Client acknowledges that the only financial recourses it can claim against MICROFIX as part of this Agreement are those specifically expressed under Section 11d below.

d) By signing this Agreement, the Client releases MICROFIX, its providers, suppliers, agents, subcontractors and other third-parties from any liability, including without limitation, any liability for damages caused or allegedly caused by any failure of performance; the Internet; delay of operation or transmission; error; omissions; interruption of Service; deletion; data loss or corruption; defect; communications line failure and/or failure of related equipment; theft or destruction of, or unauthorized access to the Client's data; negligence, for breach of contract, or under any other cause of action. To the maximum extent permitted by applicable law, in no event shall MICROFIX or its suppliers be liable to the Client for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss) arising as a result of MICROFIX's provision or failure to provide, Technical Support Services and/or Support Software, even if MICROFIX has been advised of the possibility of damages. Except in cases where MICROFIX has committed an intentional or gross fault, MICROFIX is not responsible for any material damages caused by the failure of the Client. In any event, or should the Client become entitled to claim damages from MICROFIX, MICROFIX's liability to the Client shall not exceed the amount of the Client's actual direct damage, up to the amount that MICROFIX has actually received from the Client as payment for the specific products or Services that are the subject of the claim.

e) **The Client understands and agrees that this entire Section 11 will survive this Agreement and shall apply even if there is a breach of condition, a breach of an essential or fundamental term, or a fundamental breach of this Agreement. The Client further acknowledges and agrees that the limitations of damage and liability set forth above are fair and reasonable in the commercial circumstances of this Agreement, and are fundamental elements of the basis of this Agreement between MICROFIX and the Client, and that MICROFIX would not have entered into this Agreement but for the Client's agreement to limit MICROFIX, its providers, suppliers, agents, subcontractors and other third-parties' liability in the manner, and to the extent, provided for in this Section.**

**12. DISPUTE RESOLUTION**

a) In the event of a dispute or dispute relating to the interpretation, execution and/or termination of this contract, the parties obligatorily and irrevocably agree to resort to mediation before initiating any other procedure and/or or method of dispute resolution;

b) The parties agree and undertake to participate in good faith in mediation in accordance with the *Civil Code of Quebec* and the laws of the province of Quebec and Canada;

c) Mediation must be initiated within thirty (30) business days following notification of a written *Notice of Dispute*, sent by one of the parties to the other at the addresses provided for in the contract;

d) The *Notice of Dispute* must provide a written summary explanation of the dispute and provide supporting documents in support thereof;

e) Mediation must be held and completed within a maximum period of sixty (60) business days from notification of the *Notice of Dispute*, unless there is a written agreement signed by both parties;

f) The mediation will be held in the judicial district of Terrebonne, province of Quebec;

g) For this purpose, the parties will jointly appoint a single qualified mediator. In the event that the parties cannot agree on a common choice of mediator, they will appeal exclusively to the Superior Court of the judicial district of Terrebonne, province of Quebec in order to appoint such a mediator.

h) In the event that mediation does not result in a complete and final resolution of the dispute within the allotted time frame, the dispute will be subject, obligatorily and irrevocably, to binding arbitration, in accordance with the *Civil Code of Quebec* and the laws of the province of Quebec and Canada;

i) The parties agree and undertake to participate in good faith in the arbitration in accordance with the *Civil Code of Quebec* and the laws of the province of Quebec;

j) Arbitration must be initiated within fifteen (15) business days following the end of the mediation provided for above, by notification of a written *Notice of Arbitration*, transmitted by one of the parties to the other at the addresses provided for in the contract;

k) Failure to send the *Notice of Arbitration* within the time limit will be deemed to be an abandonment of the rights and remedies provided for in the *Notice of Dispute*;

l) The *Notice of Arbitration* must provide a summary written explanation of the dispute and provide supporting documents in support thereof;

m) The arbitration must be held and completed within a maximum period of sixty (60) business days from notification of the *Notice of Arbitration*, unless there is a written agreement signed by both parties;

n) The arbitration will be held in the judicial district of Terrebonne, province of Quebec;

o) For this purpose, the parties will jointly appoint a single qualified arbitrator. In the event that the parties cannot agree on a choice of arbitrator, they will appeal exclusively to the Superior Court of the judicial district of Terrebonne, province of Quebec in order to appoint such an arbitrator;

p) The arbitral decision must be rendered within thirty (30) business days of the end of the hearing held before the sole arbitrator. The arbitral decision will be final, definitive, binding and conclusive on the parties;

q) Arbitration costs, including but not limited to the arbitrator's fees, reasonable legal fees and any other costs or expenses related to the arbitration proceedings, will be borne in full by the party who is unsuccessful in the dispute, as determined by the arbitrator in his decision.

r) For the purposes of mediation and arbitration, the parties elect domicile in the City of Terrebonne, judicial district of Terrebonne, province of Quebec to the exclusion of any other jurisdiction and forum.

**13. OTHER DISPOSITIONS**

a) Except if the Parties are bound through other agreements for specific services, the Conditions set forth herein take precedence over all previous contract between the Client and MICROFIX with regards to the MICROFIX Services. By its use of the MICROFIX Services, the Client accepts the Terms, Conditions and Fees set forth in this Agreement, and that these are subject to change without prior notice.

b) The Client may not assign any rights or obligations under this Agreement to any third party without the express written consent of MICROFIX, which shall not be unreasonably withheld.

c) Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery, or sent by registered mail, postage prepaid, or else transmitted by facsimile or other form of recorded communication, tested prior to transmission, such as confirmed emails. Any notice so reasonably given shall be deemed to have been received on the date on which it was delivered or so transmitted.

d) This Agreement will be governed by and construed in accordance with the law of the Province of Quebec, Canada. The parties hereby attorn to the jurisdiction of the courts of that Province.

e) The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and position of the parties.

f) This Agreement and all related documents have been drawn up in English at the mutual request of the Parties hereto. *La présente convention et tous documents y afférents ont été rédigés en anglais à la demande mutuelle des Parties aux présentes.*

g) The Client explicitly and specifically agrees that only the termination clauses contained in the attached Agreement will apply and not those contained in C.c.Q. 2125 and 2129.

By its use of the Services, the Client understood and agreed that these Conditions became effective on the 1st day of January 2025.