

PLATFORM SUBSCRIPTION TERMS AND CONDITIONS

1. **Applicability.**

This Agreement exclusively governs and controls UgoWork and the Client's respective rights and obligations regarding the Client's Platform Subscriptions. Notwithstanding anything to the contrary herein, this Agreement do not apply to the Client's Battery subscriptions or to the purchase of goods or ancillary services (other than as part of the Platform subscription), which are governed by distinct terms and conditions.

2. **Definitions.**

For the purpose hereof and in addition to the capitalized terms defined elsewhere in the Agreement:

(a) **"Agreement"** means collectively these Terms, including any document expressly incorporated herein by reference and any Basic Order Terms.

(b) **"Authorized Distributor"** means a distributor of who is authorized by UgoWork to deliver Platform subscriptions.

(c) **"Basic Order Terms"** means any one or more of the following terms specified in an Order: (a) your contact information; (b) the quantity and type of Platform Subscriptions; (c) the Platform Subscription Term; (d) the Fees, in each case, either directly included in the Order or indirectly included by reference to our or our Authorized Distributor's quotation. For greater certainty, the Basic Order Terms shall exclude every term or condition other than those expressly listed above.

(d) **"Battery"** means UgoWork's lithium-ion batteries for forklifts or material handling and other ancillary equipment, including charging stations and Wi-Fi access points.

(e) **"Client", "you" or "your"** means the entity to which UgoWork is providing a Platform subscription.

(f) **"Documentation"** means UgoWork' user manuals, handbooks, and installation guides relating to the Platform and provided by UgoWork to Client hereunder.

(g) **"Order"** means a quotation, offer or purchase order or other similar document given by Client to UgoWork or its Authorized Distributor and expressly

accepted in writing by an authorised representative of UgoWork or its Authorized Distributor.

(h) **"Platform"** means UgoWork's UgoPilot™ software platform.

(i) **"Platform Subscription"** means a right to access and use the Platform in accordance with this Agreement, it being agreed that each Platform Subscription shall grant such right with respect to one (1) Battery only.

(j) **"Service Level Agreement"** means the Service Level Agreement published at <https://ugowork.com/service-level-agreement/>, as modified from time to time by UgoWork, at its discretion, and incorporated herein by reference.

(k) **"Services"** means the services provided pursuant to the Service Level Agreement.

(l) **"Terms"** means these Platform subscription terms and conditions.

(m) **"UgoWork", "we", "us" or "our"** means refers to the legal entity identified in the Order, it being understood that in the event that no entity is identified (i) it shall be Ingeniarts Technologies USA Inc. if the Client's address indicated in the Order is in the United States or (ii) it shall be Ingeniarts Technologies Inc. (dba UgoWork) if the Client's address indicated in the Order is outside the United States.

3. Subscription. For the duration of the Platform Subscription Term, and subject to Client's full compliance with the terms and conditions of this Agreement, UgoWork grants Client a limited, non-exclusive and non-transferable (except as otherwise expressly provided in this Agreement) right to access and use the Platform solely for Client's internal business purposes up to the number of Platform Subscriptions set forth in the applicable Basic Order Terms.

4. Client's Obligations. Client is responsible and liable for all uses of the Platform resulting from access provided by UgoWork, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, the total number of Platform Subscriptions shall not exceed the number set forth in the Basic Order Terms, except as expressly agreed to in writing by the parties and

subject to any appropriate adjustment of the Fees. Client is responsible for all acts and omissions of the representatives it authorizes to access and use the Platform (“**Authorized Users**”), and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall take reasonable efforts to make all Authorized Users aware of: (i) this Agreement’s provisions as applicable to such Authorized Users’ use of the Platform; and (ii) the [Terms of Use](#) and [Privacy Policy](#) related to the Platform and shall cause Authorized Users to comply with such provisions.

5. Suspension of the Platform.

Notwithstanding anything to the contrary in this Agreement, UgoWork may temporarily suspend Client’s and any Authorized User’s access to any portion or all of the Platform if UgoWork reasonably determines that: (i) there is a threat or attack on any component of the Platform; (ii) Client’s or any Authorized User’s use of the Platform disrupts or poses a security risk to the Platform or to any other client of UgoWork; (iii) Client, or any Authorized User, is using the Platform for fraudulent or illegal activities; (iv) Client’s or any Authorized User’s use of the Platform is prohibited by applicable laws; or (v) Client’s or any Authorized User’s use of the Platform is in breach with the provisions of this Agreement (each, a “**Suspension**”). UgoWork shall use commercially reasonable efforts to provide written notice of any Suspension to Client and to provide updates regarding resumption of access to the Platform following any Suspension. UgoWork shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Suspension is cured. To the extent permitted under applicable laws, UgoWork shall have no liability for any damage, liabilities, losses (including any loss of profits), or any other consequences that Client or any Authorized User may incur as a result of a Suspension.

Subject to the terms and conditions of this Agreement, UgoWork shall use commercially reasonable efforts to make the Platform available in accordance with the Service Level Agreement.

6. Fees; Payment.

(a) **Fees.** Client shall pay UgoWork (or the Authorized Distributor, as applicable) the applicable fees under the payment terms agreed upon in the Agreement, which shall include the monthly fees applicable to the Platform Subscriptions set forth in the Basic Order Terms and any other additional fees provided for in this Agreement, where applicable

(collectively, the “**Fees**”). UgoWork (or the Authorized Distributor, as applicable) shall invoice all applicable Fees to Client monthly, starting on the Platform Subscription Effective Date. All amounts owed to UgoWork (or the Authorized Distributor, as applicable) shall be paid within thirty (30) days of an invoice thereto. If payment of any Fees is overdue, UgoWork may suspend the provision of the Services, and/or suspend or terminate the Platform Subscriptions granted hereunder until full payment of the Fees and interests associated therewith is received. Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1,5% per month (19,56 % per year). Payment shall be made without any right of set-off, recoupment, counterclaim, deduction, debit or withholding for any reason. Client shall also pay, upon demand, all fees incurred by UgoWork in connection with cheques or electronic funds transfers that are returned or cancelled for any reason whatsoever, including insufficient funds. No reimbursement will be made for any change to a subscription during the Term (as defined below). Except as provided for herein, all payments made pursuant to this Agreement are non-refundable.

(b) **Taxes.** All Fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all applicable taxes, including without limitation sales tax, goods and services tax (GST), value-added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by Client hereunder, other than any taxes imposed on UgoWork’ income.

(c) **Additional Fees.** Client hereby acknowledges and understands that all service costs, as well as costs related to any service intervention other than those covered by the Service Level Agreement, are not included in the Fees and may be charged to Client.

(d) **Subscription Fee Adjustment.** UgoWork (and the Authorized Distributor, as applicable) expressly reserves the right to change the subscription Fees applicable to a Platform Subscription before the Effective Date, as applicable, if such date is at least nine (9) months after the date of acceptance of the Order in order to reflect any change in the UgoWork’s pricelist. In such case, UgoWork shall notify Client of such Platform subscription Fees, upon thirty (30) days prior written notice. The adjusted Platform subscription Fees shall be deemed accepted by Client unless Client unilaterally elects to remove the Platform Subscription subject to this adjustment from the Basic Order Terms

by giving written notice to UgoWork within ten (10) days of the date of such notice.

(e) New Features. UgoWork may, from time to time, develop new modules, versions, functionalities or features to the UgoWork Technology (as defined below) (each an “**Upgrade**”). Upgrades are generally included with the applicable subscription plan, except if UgoWork indicates otherwise (each, an “**Excluded Upgrade**”). Excluded Upgrades can be added to an Order accepted by all parties, and may be subject to additional fees and terms and conditions. Excluded Upgrades shall not include security patches and updates that are required for the Platform to function substantially as described in this Agreement.

(f) Fees Increase. UgoWork expressly reserves the right to increase the Platform subscription Fees, upon thirty (30) days prior written notice to Client, by multiplying such Platform subscription Fees by a fraction, the denominator of which shall be the US Producer Price Index (as hereinafter defined) figure published for December of the previous year, and the numerator of which shall be the US Producer Price Index figure for December of the adjustment year (provided that such fraction shall not in any event be less than 1). As used herein, the term “US Producer Price Index” shall mean the United States Department of Labor’s Bureau of Labor Statistics’ Producer Price Index for Machinery and Equipment: Industrial Material Handling Equipment (WPU1144). Notwithstanding the foregoing, the Fees will remain unchanged for twelve (12) months following the Agreement Effective Date.

7. Term; Termination.

(a) Term. The term of this Agreement shall commence on the date on which the Order is accepted (the “**Agreement Effective Date**”) and the term of each Platform Subscription starts on the day during which it is made accessible to Client (the “**Platform Subscription Effective Date**”), it being agreed that different Platform Subscriptions ordered in an Order may have different Platform Subscription Effective Date and will remain in effect until the end of the last subscription term (the “**Term**”). For the avoidance of doubt, unless otherwise specified in the Basic Order Terms, each subscription will automatically renew at the end of its term for successive additional thirty (30) day periods unless either party provides the other with thirty (30) days’ advance written notice of non-renewal.

(b) Termination for Cause. In addition to any other express termination right set forth in this Agreement, UgoWork may terminate this Agreement, effective on written notice to Client, if Client: (i) fails to

pay any amount when due hereunder, and such failure continues more than ten (10) days after UgoWork’s (or the Authorized Distributor’s, as applicable) delivery of written notice thereof; or (ii) breaches any of its representations, warranties or obligations under this Agreement. Either party may terminate this Agreement, effective on written notice to the other party, if the other party: (y) materially breaches this Agreement, and such breach is incapable of cure or being capable of cure, remains uncured ten (10) days after the non-breaching party provides the breaching party with written notice of such breach; or (z) becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation.

(c) Acknowledgement. The Parties acknowledge and agree that the rights set forth in this Section 7 are the only rights applicable to the Agreement and specifically waive any other rights, including termination rights, whether statutory or otherwise, with respect to the Agreement, including Section 2125 of the *Civil Code of Quebec*.

(d) Effects of Expiration or Termination. Upon expiration or termination of the Agreement, the Platform Subscriptions shall end, and: (i) Client and all Authorized Users shall immediately discontinue use of the Platform; (ii) all outstanding Fees shall become immediately payable; and (iii) all rights on the Platform granted herein shall immediately terminate.

(e) Early Termination Fee. In the event this Agreement is terminated by UgoWork for cause pursuant to Section 7(b), Client shall pay to UgoWork: the Fees that would have been payable for the remainder of the Term had the Agreement not been terminated; or (ii) the Fees equivalent to eighteen (18) months’ Fees (based on the subscription plan applicable at the time of termination), whichever is more (the “**Early Termination Fee**”). Client agrees and acknowledges that UgoWork will suffer damages on account of the early termination of this Agreement and that, in view of the difficulty in ascertaining the amount of such damages, the Early Termination Fee constitutes reasonable compensation for such early termination (and not a penalty).

(f) Survival of Provisions. Sections 7(d) (Effects of Expiration or Termination), 7(e) (Early Termination Fee), 7(f) (Survival of Provisions), 8 (Ownership and Data), 9 (Restrictions), 10 (Confidentiality), 11 (Representations and Warranties), 12 (Indemnification) and 13 (General) of this Agreement shall survive any termination of this Agreement, so as any other provisions, if any, which by their nature are intended to survive such termination.

8. Ownership and Data.

(a) **UgoWork Technology.** Notwithstanding anything to the contrary in this Agreement or in any Order, Client acknowledges and agrees that, as between the parties, UgoWork owns all rights, titles, and interests, including any and all intellectual property rights, in and to the Platform, the Battery, the Documentation, the Services and any materials that UgoWork has provided to Client under this Agreement (the “**UgoWork Technology**”).

(b) **Trademarks.** Each party hereby grants to the other party a non-exclusive and royalty-free right and license, but no obligation, to use, reproduce, distribute, display, and exhibit the other party's trademarks, logos and corporate name for the purpose of identifying Client as a client of UgoWork and UgoWork as Client's service provider. Each party shall comply with all reasonable brand and trademark guidelines and requirements relating to the use of the other party's trademarks which may be provided from time to time. Either party may at any time request the other party to cease using its trademarks, logos and company names, for any reason. For the avoidance of doubt, UgoWork shall have the right to use, reproduce, distribute, display, and exhibit Client's trademarks, logos and corporate name for the purpose of identifying Client as a client of UgoWork following the expiration or termination of this Agreement, unless and until Client requests that UgoWork ceases such use.

(c) **Reservation of Rights.** UgoWork reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third-party any intellectual property rights or other rights, titles, or interests in or to the UgoWork Technology.

(d) **Usage Data.** As between the parties, Client retains all rights, titles, and interests (including any and all intellectual property rights) in and to all data and information collected from Client and any Authorized Users' use of the UgoWork Technology (the “**Usage Data**”). Client hereby grants to UgoWork a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to collect, use, copy, store, transmit, modify and create derivative works from the Usage Data for the provision of the Battery, the Platform and the Services (to the extent applicable), for the overall improvement of the Client's experience and for other internal business purposes, including for the improvement of the UgoWork Technology and the development of ancillary products and services, including benchmarking services, in each case, to the

extent that such Usage Data is aggregated and anonymized. Once the Usage Data has been used to provide Client with the Battery, the Platform and the Services (including reports and analysis) (to the extent applicable), UgoWork shall have no obligation to maintain any Usage Data in its databases and may, in its sole discretion, irrevocably delete any Usage Data from its databases.

(e) **Feedback.** If Client or any Authorized Users sends or transmits any communications or materials to UgoWork suggesting or recommending changes to the Platform, the Battery or the Services, including without limitation, new features or functionalities relating thereto, or any comments, questions, suggestions, or the like (collectively, the “**Feedback**”), UgoWork shall be free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to UgoWork on Client's behalf, and on behalf of its Authorized Users, all rights, titles, and interests in and to the Feedback and UgoWork shall be free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although UgoWork is not required to use any Feedback. Client further agrees to obtain any waiver of moral rights in UgoWork' favor from Authorized Users in connection with any Feedback in and to which such Authorized Users may own moral rights. The parties agree to complete and execute any other documents that may be necessary, in UgoWork' reasonable opinion, to give full effect to the assignment and waiver of rights set forth under this Section 8(e).

(f) **Third-Party Products.** UgoWork may distribute certain third-party products provided with or incorporated into the Platform (collectively, the “**Third-Party Products**”). For the purposes of this Agreement, such Third-Party Products are subject to their own licence terms. If Client does not agree to abide by the applicable terms of such Third-Party Products, then Client should not install or use them. Client acknowledges and agrees that, as between the parties, the applicable third-party providers own all rights, titles, and interests, including any and all intellectual property rights, in and to any Third-Party Products.

9. Restrictions.

Client shall not, and shall not permit any Authorized User and third party to (each, a “**Restriction**”): (i) modify or create any derivative works based on the UgoWork Technology; (ii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to

all or any portion of the UgoWork Technology; (iii) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the UgoWork Technology; (iv) affix or install any accessory, hardware, software or device to or on the UgoWork Technology that is non-approved by UgoWork; (v) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the UgoWork Technology; (vi) add any logos, proprietary marks or other notices or markings on the UgoWork Technology without UgoWork' prior written consent; (vii) use the UgoWork Technology other than in accordance with this Agreement; or (ix) use the UgoWork Technology or UgoWork' Confidential Information (as defined below) to develop, have developed, or assist in the development of any product or service competitive with the UgoWork Technology. In addition to UgoWork' other remedies in the event of a breach by Client of a Restriction, UgoWork may, in its sole discretion, stop providing all or part of the subscriptions and/or Services provided herein.

10. Confidentiality.

(a) Use and Safeguard of Confidential Information. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"), it being agreed that any UgoWork Technology, any commercial terms (including pricing) of this Agreement and any Order (but not the mere existence of this Agreement) and any performance information relating to the UgoWork Technology shall be deemed Confidential Information of UgoWork. Confidential Information does not include information that, at the time of disclosure, is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; (iii) rightfully obtained by the receiving party on a non-confidential basis from a third-party; or (iv) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to

the limited extent required: (y) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; provided however that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (z) to establish a party's rights under this Agreement, including to make required court filings. Upon termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as the Agreement Effective Date and will expire five (5) years from the date first disclosed to the receiving party; provided however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable laws), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Remedies. In the event of a breach or threatened breach of this Section 10, the receiving party agrees that the disclosing party would be irreparably injured and that the disclosing party shall, in addition to other available legal or equitable remedies, be entitled to seek equitable relief, including but not limited to, injunctive relief or restraining order, against such breach or threatened breach.

11. Representations; Warranties

(a) Mutual Representations and Warranties. Each party represents to the other that: (i) it has the authority and capacity to enter into, execute and deliver this Agreement; (ii) this Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms; (iii) it is not under any restriction or obligation that could reasonably be expected to affect the performance of its obligations under this Agreement; (iv) the execution, delivery, or performance of its obligations under this Agreement will not breach or result in a default under its articles, bylaws, or any unanimous shareholders' agreement, any law to which it is subject, any judgment, order, or decree of any governmental authority to which it is subject, or any agreement to which it is a party or by which it is bound; (v) it holds all permits, consents and other authorizations necessary to conduct its business as it is now carried on; (vi) there are no legal proceedings

pending, threatened, or foreseeable against it, which would affect its ability to perform its obligations under this Agreement; and (vii) it has not taken or authorized any proceedings related to its bankruptcy, insolvency, liquidation, dissolution, or winding up.

(b) UgoWork's Additional Representations and Warranties.

(i) Platform. UgoWork represents and warrants to Client that the Platform will conform in all material respects to the Service Level Agreement when accessed and used in accordance with the Documentation. UgoWork does not make any representations or guarantees regarding uptime or availability of the Platform unless specifically identified in the Service Level Agreement. The remedies set forth in the Service Level Agreement are Client's sole remedies and UgoWork's sole liability under the limited warranty set forth in this paragraph.

(ii) Services. UgoWork represents and warrants to Client that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. With respect to any Services subject to a claim under the warranty set forth in this paragraph, UgoWork shall, in its sole discretion, re-perform the applicable Services.

(iii) Third-Party Products. The foregoing warranties do not apply, and UgoWork strictly disclaims all warranties, with respect to any Third-Party Products. For the avoidance of doubt, UgoWork makes no representations, conditions, or warranties with respect to any Third-Party Product, including any (i) condition or warranty of merchantability; (ii) condition or warranty of fitness for a particular purpose; (iii) condition or warranty of title; or (iv) warranty against infringement of intellectual property rights of a third-party whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

(iv) Entire Remedies. The remedies set forth in this Section 11(b) shall be Client's sole and exclusive remedy and UgoWork's entire liability for any breach of the limited warranties set forth in paragraph 11(b)(i) and 11(b)(ii) respectively.

(c) Exclusions. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTIONS 11(B) AND TO THE FULLEST PERMITTED BY APPLICABLE LAWS, THE PLATFORM, UGOWORK TECHNOLOGY AND SERVICES ARE PROVIDED

“AS IS” AND UGOWORK HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. UGOWORK SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL CONDITIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11(B) UGOWORK MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE UGOWORK TECHNOLOGY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) Client's Additional Representations and Warranties. Client represents and warrants to UgoWork that: (i) it shall at all times comply with applicable laws and this Agreement (including any applicable privacy or data protection laws); (ii) the Usage Data does not infringe or misappropriate any rights of any third-party; and (iii) it has obtained all necessary rights and consents necessary to grant UgoWork the rights granted hereunder.

12. Indemnification.

(a) General Indemnification. Each party shall indemnify and hold the other party and its officers, directors, employees, and agents, harmless from any loss, damages, fines, penalties and costs (including reasonable attorneys fees) arising out of any third party claims, actions or suits to the extent arising out of or resulting from: (i) personal injury (including death) and property damage directly caused by the indemnifying party or its personnel; (ii) gross negligence or willful misconduct of the indemnifying party or its personnel, (iii) failure of the indemnifying party to comply with any applicable law or regulation, (iv) breach of any covenants, representations and warranties by the indemnifying party; and (v) in the case when UgoWork is the indemnifying party, any claim that the UgoWork Technology infringes, violates or misappropriates the intellectual property rights of a third party. The foregoing obligation shall not apply to UgoWork to the extent that any alleged infringement is based upon or arises from any action or omission constituting a Restriction (including any modification of the UgoWork Technology not made by UgoWork or installation of any accessory, hardware, software or

device to or on the UgoWork Technology that is non-approved by UgoWork). The indemnifying party's obligations under this Section 11(a) are subject to the indemnified party providing the indemnifying party with (x) prompt written notice of such claim; (y) exclusive control over the defense and settlement of such claim; and (z) proper and full information and assistance to settle and/or defend any such claim.

(b) Mitigation. In addition to the indemnification set forth in paragraph 12(a)(v), UgoWork may, at its option, mitigate the risk or losses of any actual or threatened infringement of any third-party's intellectual property right by:

(i) obtaining the right for Client to continue to use the UgoWork Technology materially as contemplated by this Agreement; or

(ii) modifying or replacing the UgoWork Technology, in whole or in part, to make the UgoWork Technology (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute UgoWork Technology under this Agreement.

If options (i) or (ii) above are not commercially reasonable, Client may, by written notice to UgoWork, terminate this Agreement with respect to all or part of the Platform and/or Services.

(c) Limitation of Liability. OTHER THAN IN CONNECTION WITH THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 12 AND THE BREACH OF THE CONFIDENTIALITY OBLIGATIONS PROVIDED IN SECTION 10, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT OR BUSINESS OR REVENUES, REGARDLESS OF THE CAUSE OR FORM OF ACTION, EVEN IF SUCH PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO CASE SHALL UGOWORK'S LIABILITY WITH RESPECT TO ANY AND ALL INCIDENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL EXCEED IN THE AGGREGATE THE FEES PAID BY CLIENT HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM,

REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY.

13. **General.**

(a) Interpretation. Unless provided otherwise, all amounts are expressed in U.S. dollars (USD). The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

(b) Entire Agreement; Amendment. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

(c) Order of Precedence. In the event of any inconsistency between the statements made in the Terms, the Service Level Agreement and any other Basic Order Terms, unless expressly mentioned otherwise, the following order of precedence governs: (i) first, the applicable Basic Order Terms; (ii) second, the Terms; and (iii) third, the Service Level Agreement.

(d) Relationship of the Parties. The parties are independent contractors and nothing in this Agreement shall be construed as in any way creating an agency, partnership, employment or joint venture.

(e) Notices. Unless otherwise expressly set forth in this Agreement, all notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth in the Basic Order Terms. Notices sent in accordance with this Section 13(e) will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by email, with confirmation of transmission if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (iv) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

(f) Assignment; Binding Effect. This Agreement may not be assigned by either party in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld, except that UgoWork may assign or transfer this Agreement, in whole or in part, without Client's prior written consent, in the event of a sale, merger, consolidation or corporate reorganization, or the sale of all or substantially all of its assets, provided that the assignee must agree in writing to be bound by the obligations of UgoWork under this Agreement. This Agreement shall be binding upon the parties and their permitted successors and assigns.

(g) Force Majeure. In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any payment and confidentiality obligations), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, epidemics, pandemics, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, and, in the case of UgoWork, interruptions, loss, malfunction of or lack of access to utilities or communications networks not directly under UgoWork' control, it being understood that UgoWork shall use reasonable efforts to resume performance as soon as both parties agree that it is safe and practical to do so.

(h) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(j) Counterparts. This Agreement may be executed in counterparts (including by electronic means), each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(k) Governing Law; Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of (i) the State of Delaware, if the Client is located in the United States; or (ii) the province of Quebec and applicable federal laws if the Client is located elsewhere, in each case, without regard to their conflict of laws rules. The parties agree that any dispute of whatever kind in connection with, arising out of, or in any way related to this Agreement shall be brought and settled exclusively (i) by the courts of Delaware, if the Client is located in the United States; or (ii) in the judicial district of Quebec in the province of Quebec if the Client is located elsewhere, and, in each case, waive any objection that such venue is inconvenient or improper. The application of the United Nations Convention on the Sale of Goods is not applicable and expressly disclaimed by the parties.

(l) English Language. Each party confirms that this Agreement is a contract by agreement, that its provisions have been freely negotiated between the parties and that it is its express wish that this Agreement and all related documents be drawn up in English only. *Chaque partie confirme que cette entente est un contrat de gré à gré, que ses stipulations ont été négociées librement entre les parties et qu'il est sa volonté expresse que cette entente et tous les documents connexes soient rédigés en anglais seulement.*