

**Special Terms and Conditions for Global
Managed Services of COMPAREX Canada
Inc. ("COMPAREX")**

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I. Scope of Application

1. These Special Terms and Conditions for Global Managed Services ("**GMS Special Terms and Conditions**") shall exclusively apply to entrepreneurs, legal entities under civil and public law and special funds under public law (jointly the "**Customers**").

2. As an integral part of the agreement, these GMS Special Terms and Conditions shall govern the terms and conditions according to which COMPAREX renders the services in the area of Global Managed Services ("**GMS Services**") for the respective orders of the Customer, the offers made by COMPAREX, as well as order confirmations. GMS Services shall include in particular: monitoring, predictive analysis, productivity and optimization, stay secure, and hybrid cloud management in digital transformation or similar services.

3. The following documents shall rule – in descending order – the performance of the GMS Services covered by the agreement:

- a. these GMS Special Terms and Conditions;
- b. the respectively applicable service descriptions and service levels agreements for the relevant GMS Service;
- c. offers and related orders and any individual agreements contained therein;
- d. the General Terms and Conditions of COMPAREX;

Upon the Customer's request, COMPAREX shall make the contractual documents mentioned herein available in the respective current version.

4. Any deviating terms and conditions of the Customer or changes and amendments to these GMS Special Terms and Conditions shall only be valid if recognized by COMPAREX in writing. This shall also apply if the terms and conditions of the Customer were not expressly objected.

II. Contractual Services

1. The GMS Services rendered by COMPAREX as part of a business relationship can include the following elements:

a. Technical and consulting services at and for the Customer ("**Services**") – as described in the service description of the GMS Service referred to under the section "**Service Elements**";

b. Provision of software applications by COMPAREX or other providers ("**Software Products**") – as described in the service description of the GMS Services referred to under the section "**Service Features**". Software Products can be provided by COMPAREX as follows:

i. In form of a software application that can be used via the internet or the Customer's intranet, including updates for the use by the Customer's users, in form of a temporary software license in an online environment accessible via the internet and operated by COMPAREX ("**Cloud Services**"); if the software is provided without separate compensation, COMPAREX shall render "**free Cloud Services**" in that respect.

ii. In form of a software application that can be installed and used on the Customer's own hardware for the use by the Customer's users, in form of a temporary software license including updates ("**Software as Subscription**") or in form of a software license for an unlimited period of time ("**Software Purchase**").

c. Provision of hardware by other providers ("**Hardware Products**") in perpetuity ("**Hardware Purchase**") or temporary ("**Hardware Leasing**").

d. With regards to Hardware/Software Products: provision of "**Maintenance Services**" by repairing defects of the hardware/providing software updates (upgrades/updates/patches/fixes) for use by the Customer's users;

e. With regards to Hardware/Software Products: "**Support Services**" for the Customer's users.

2. COMPAREX shall render the GMS Services (with the exclusion of Hardware/Software Products but including Cloud Services) exclusively as services performance in the extent agreed in the contract. The project and success responsibility shall be borne by the customer and a specific work result for the performed Services is not granted, unless an agreement has been expressly made between the Parties.

3. The provision of Software Products can be limited to the provision/licensing of individual modules of a software application. The specific scope results from the offer.

4. Software applications provided by third party vendors can also be subject of the Software Products. To the extent that according to the content of the offer the third party vendor becomes a contracting partner of the Customer, these GMS Special Terms and Conditions shall apply to the third party vendor respectively. Furthermore, the scope of the Software Products and of the Support and Maintenance Services, if applicable, shall be deemed an addition to and result primarily from any license terms and terms and conditions for end users (e.g. "**EULA**") of such third party vendor. Upon the Customer's request, COMPAREX shall make the relevant license terms and terms and conditions available in the respective current version.

III. Conclusion of the Agreement

1. A binding agreement has been concluded if the Customer accepts an offer by COMPAREX that has been expressly referred to as binding or if COMPAREX accepts an order by the Customer without reservation by confirming the order or by providing the service.

2. The concluded agreement shall constitute the complete agreement with respect to the service obligations of COMPAREX. Any deviating arrangements, amendments, and ancillary agreements, assurances, or the like, in particular changes and resolutions determined in project or performance discussions (and minutes), shall require confirmation by authorized COMPAREX representatives in writing to be effective and shall only apply to the order for which they were agreed upon.

IV. Service Performance

1. The scope of performance shall depend on the respective offer and on the respectively applying service descriptions and service levels agreement of the individual GMS Services. COMPAREX shall render the respectively agreed upon services taking the current state of the technology into account.

2. Any advice by COMPAREX in the lead-up to the conclusion of an agreement shall be given to the best of its

knowledge. At that stage, the Customer shall be required to proactively disclose any information pertaining to the Customer, which may be of relevance for the quote.

3. COMPAREX assigns carefully selected employees having the respectively required qualifications to render Services and Support Services. When selecting which of its staff to deploy, COMPAREX will take the Customer's interests into due consideration. COMPAREX shall be entitled at any time to replace deployed staff or third parties with other with similar qualifications and experience. If the names of such employees have been communicated to the Customer, COMPAREX shall notify the Customer about the replacement. As a rule, with respect to choosing the work site, scheduling work times, and structuring the work within the scope of the task assignment, COMPAREX shall be free and not bound by instructions. The employees deployed shall be subject only to the instructions and the personnel responsibility of COMPAREX. This shall also be true if the services are rendered on the Customer's premises. When working together with the Customer in order to meet deadlines and complete tasks, COMPAREX shall mutually arrange the work schedule.

4. COMPAREX shall be permitted to appoint affiliated companies and other third parties as subcontractors to carry out contractually stipulated Services and Support Services. The responsibility of COMPAREX for rendering the contractual services shall not be affected by this. COMPAREX shall be entitled to transfer rights and duties to a third party.

5. Service and delivery dates or other deadlines shall be binding only if they have been confirmed in writing by COMPAREX. The Customer undertakes to report the need for any postponements in due time to enable COMPAREX to make the relevant arrangements. Fixed service dates shall be binding subject to the proviso that COMPAREX will receive any deliveries and services by its respective upstream suppliers in due time and according to contract.

6. The items being carried out are the services listed in the particular offer concerned according to the terms and conditions specified therein. All additional services by COMPAREX shall be arranged separately and are to be separately remunerated by the Customer. In such an event, COMPAREX shall provide the Customer with an extended or adjusted offer generated on the basis of the prices in the original offer.

7. Either Party may suggest changes to service description and performance. To do so, the following procedure has been agreed:

a. COMPAREX shall peruse a change proposal by the Customer and notify it whether or not a comprehensive review of such change proposal will be necessary.

b. If a comprehensive review of the change proposal is necessary, COMPAREX shall notify the Customer within a reasonable period of time about the expect period of time and compensation. The Customer shall request or refuse the review within a reasonable period of time.

c. If a comprehensive review of the change proposal is not necessary, or if the requested review has been completed, COMPAREX shall either

(1) submit a written offer to the Customer for performance of the changes (change offer). Such change offer shall in particular include the changes to the service description and their effects on the performance period, the scheduled date, testing means, and compensation; or

(2) notify the Customer that the change proposal cannot be carried out by COMPAREX within

the scope of the stipulated services.

d. The Customer shall either refuse a change offer within the acceptance period specified therein (binding period) or shall accept it in writing or in another stipulated form. The Customer shall notify COMPAREX without delay in case of refusal.

e. COMPAREX and the Customer may agree that any services affected by a change proposal shall be suspended until completion of the review or – if a change offer is submitted – until the expiry of the binding period.

f. Until the change offer has been accepted, works shall be continued based on the previous contractual agreements. Performance periods shall be extended by the number of calendar days on which works have been suspended in connection with the change proposal or its review. COMPAREX may demand adequate compensation for the duration of such suspension, except to the extent that COMPAREX uses its employees affected by the suspension otherwise or fails to do so in bad faith.

g. Unless stipulated otherwise, upon request by COMPAREX, the change process shall be documented in writing or in text form on a form provided by COMPAREX. Any changes to the contractual agreement, in particular the service description, shall be stipulated in writing.

h. Sections 7.b to 7.g shall apply accordingly to any change proposals by COMPAREX.

8. Should COMPAREX provide Cloud Services or other additional services free of charge, the Customer shall not claim for their duly fulfillment or to a warranty.

9. Events that are unforeseeable, unavoidable, or outside the control of COMPAREX (“**Force Majeure**”) shall release COMPAREX from its service obligations for their duration. Other cases of Force Majeure include also

a. consequences of a labor disputes at COMPAREX or a third party that are not the fault of COMPAREX and

b. cases in which Software and/or Hardware Products in scope of the GMS Services have to be delivered entirely or in part by a third party vendor and said third party vendor does not duly perform such services according to the agreement, but with no fault of COMPAREX, to the extent that such cases impact the deliveries and services of COMPAREX. Stipulated GMS Service deadlines shall be extended by the length of the disturbance, if need be, including a reasonable restarting phase; the Customer shall be adequately notified about the occurrence of the disturbance. Should the end of the disturbance be unforeseeable or if it lasts for more than one month, each Party shall have the right to terminate the Agreement or withdraw. The above shall apply accordingly if said circumstances occur with a subcontractor of COMPAREX.

V. Delivery, Transfer of Risk, Ownership

1. All Hardware and Software Products shall be provided at the locations indicated in the offer. Preparation of operational readiness shall be required only if a respective explicit agreement was reached.

2. Except as may be expressly agreed upon otherwise by COMPAREX, the date for determining compliance with delivery obligations and the transfer of risk to the Customer shall be the date on which COMPAREX or the manufacturer delivers the delivery item to the transport company for delivery to the Customer.

3. In case of Software Purchase / Software as

Subscription, in the event of payment default by the Customer by more than fourteen (14) calendar days, COMPAREX shall be entitled to prohibit its use of the software with immediate effect (contractual right of prohibition).

4. COMPAREX shall reserve the right to ownership in case of Hardware and Software Purchases until all payment obligations of the Customer under this Agreement have been fulfilled. With respect to current accounts, the retained ownership shall be regarded as security for the offset balance or current account receivable of COMPAREX.

5. The Customer may only sell the hardware or software subject to the reserved right of ownership, in particular its connection to objects of third parties, with the consent by COMPAREX or in other cases provided for by law. The Customer shall not have the right to pledge the items under reservation of ownership elsewhere, to assign them by way of security, or to make other dispositions that jeopardize COMPAREX' ownership. The Customer shall also immediately assign to COMPAREX all accounts receivable arising from the onward sale; COMPAREX shall accept this transfer as of now. Until further notice, the Customer shall be authorized to collect the debts from the claims assigned to COMPAREX in its own name and to hold them in trust on COMPAREX's behalf. COMPAREX shall be entitled to revoke such authorization and the right to resell the retained products if the Customer is in default of its material contractual obligations. On request, the Customer shall provide the information necessary for the enforcement of the receivables, in particular names, addresses, phone numbers of the end customer and the items sold to the end customer.

6. In the case of seizures of the goods or other interference by third parties with the reservation of title or the assigned claims to payment, the Customer shall be obligated to provide notice to such third parties of the proprietary and other rights of COMPAREX as well as the assignment of receivables, and to inform COMPAREX of such seizures or other interference without delay. The Customer shall also be obligated to inform COMPAREX of the name of the third party (parties) who are seizing the items or attaching the claims or causing any other disruptions. The Customer shall bear the costs incurred in resisting such seizures and other interference.

7. Should the realizable value of the securities exceed the aggregate of COMPAREX's claims which are to be secured by more than 20%, the Customer shall be entitled to demand a release to such extent.

VI. Rights of Usage

1. Scope and limitations of the licenses to Software Products granted to the Customer by COMPAREX are based on the EULA of the respective Software Product, which are attached to the GMS Services offer and shall take precedence. Upon the Customer's request, COMPAREX shall make available the EULA of the respective Software Product delivered by third party vendors in its respectively current version.

2. The following shall apply to all Software Products: The Customer shall neither use the software beyond the scope permitted under the respective EULA and these GMS Special Terms and Conditions, nor allow the use by third parties or grant third parties access to it. The Customer may in particular not execute any of the following actions: rent, lease, sell, or license the software, make it accessible to be used by a third party, assign or transfer the software or copy it or permit the copying of the software, neither in part, nor in whole, except for exclusively permitted cases.

3. If the provision of Software Products is limited to individual modules of a Software Product, the Customer shall be granted the usage rights only for the respectively provided/delivered module. The Customer may only use further parts/modules of the software if it is essential for the intended use of the provided/delivered modules.

4. The software may only be used on a configuration approved by COMPAREX (configuration refers to the hardware & software environment on or in which the software is being used). The current, approved configuration can be found in the installation manual, product description, or on the release notes for the respective software.

5. For Software Purchases the following shall apply: Any transfer of rights of use to third parties shall be permitted only if all of the Customer's rights are completely abandoned. The Customer shall inform COMPAREX about the transfer in writing and shall pass on its duties and use restrictions to the third party. Upon request by COMPAREX, the Customer shall confirm in writing its abandonment of own use. The Customer shall not keep any copies of the software, including backup copies.

6. When carrying out the Services and Support Services covered by the agreement, COMPAREX shall not pass on to the Customer any rights to the tools, software, programs, or methods used.

7. COMPAREX may take technical measures and continuously implement them to protect the software.

8. The Customer shall receive a simple, nontransferable right of use for all work results that COMPAREX produces in relation with the individual provision of Services and Support Services for the Customer, subject to payment. COMPAREX shall have the right to freely use the know-how used or acquired during the rendering of the Services and Support Services covered by the Agreement at its own discretion, whether to further its own interests or those of third parties. Know-How refers to special knowledge from operational and technical experience. The Customer's data is not regarded part of this know-how. COMPAREX shall be entitled to utilize and apply this know-how even on behalf of third parties.

VII. Customer responsibilities

1. The Customer accepts its obligation to cooperate (under these terms and conditions and, if applicable, also mentioned in the offer) as a requirement of the provision of GMS Services by COMPAREX and thus as a contractual obligation.

2. Except for other regulations in the EULA of the respective Software Products, the following obligations to cooperate shall apply to all Software Products:

a. The provision of the software is bound to certain prerequisites with regards to the technical infrastructure utilized by the Customer. The Customer shall inform itself about the substantial features of the software and its technical requirements (e.g. regarding browser, client hardware, and network connection) and honor them. The Customer shall bear the risk whether the software meets its wishes and circumstances. COMPAREX recommends using Microsoft Internet Explorer as a browser. Please contact COMPAREX for information on the optimum version. It may not be possible to use the software with other web browsers, or the use of some features may be limited.

b. The Customer shall protect the usage and access rights, and the identification and authentication securities granted to him to avoid access by third parties and disclosure towards unauthorized users. The Customer shall frequently change passwords.

c. The Customer shall obligate the authorized users to also conform with the regulations stipulated for the usage of the software.

d. The Customer shall secure its data present in the system until the termination of this agreement, since access by the Customer to its data cannot be assured after the agreement is terminated. COMPAREX is entitled to delete the Customer's data after the termination of the agreement.

3. The following special obligations to cooperate apply to Services and Support Services:

a. The Customer shall support COMPAREX as much as possible in regard to rendering the Services and Support Services. The Customer shall provide COMPAREX with the necessary access, in particular to systems, interfaces, databases, software, programs, and other data sources, free of charge, without limitation, and in a timely fashion, and, to the extent needed, it is to grant the corresponding access licenses and also provide free access to ready-to-use rooms and work stations, including telephone, Internet access, and the necessary development environment with the required number of terminals and other auxiliary means within the scope of customary working periods and the operational access policy.

b. The Customer shall provide COMPAREX with all the information it needs in a timely fashion so that COMPAREX can implement the accords of the agreement. This includes – to the extent necessary for rendering the ordered GMS Service – the granting of the (automated) access to use and load date, which are saved with a third party provider (cloud provider). The Customer shall inform COMPAREX without delay of all known events, circumstances, and changes that are capable of adversely affecting the rendering of the service.

4. The rendering of GMS Services can be related to an automated processing of personal data by the Customer; accordingly, the introduction of respective procedures at the Customer may require the consent of the union, works council and/or similar institutions, possibly also the direct consent by employees. The Customer shall be responsible to obtain the respective permits and consents, and to conform with legal requirements within its scope of responsibility.

5. COMPAREX shall not be obligated to verify the quality or accuracy of the Customer's participation performance nor the correctness or completeness of the information provided by the Customer. On request, the Customer shall provide COMPAREX with written confirmation as to the correctness and completeness of the information and/or documents it has submitted.

6. If any delays and/or additional expenses arise due to default of acceptance and/or improper or tardy participation and/or provision by the Customer, COMPAREX shall not be responsible for any required changes to the schedule and may charge the necessary additional expenses to the Customer. Stipulated deadlines shall be adequately extended automatically, but in any event by the length of the delay. The prices of COMPAREX valid at the time of rendering the services shall be applicable for remunerating the additional expenses. Moreover, the statutory rights of COMPAREX shall remain unaffected.

VIII. Special regulations for the customer portal

1. The “**COMPAREX Dashboard**” is a Cloud Service by COMPAREX. It can be used via a “**Customer Portal**” by COMPAREX.

2. The provision of the COMPAREX Dashboard can be limited to individual software modules. Details are included in the offer.

3. The provision of individual modules may be free of charge. In this case, the regulations of these GMS Special Terms and Conditions shall apply additionally to free Cloud Services.

4. The Customer shall be obligated to conform with the application-specific obligations to cooperate for the COMPAREX Dashboard and the individual modules to work in accordance with the service description. Further information can be found in the SLA document of the respective GMS Service.

5. The Customer shall receive online access to the Customer Portal during the time period in which COMPAREX provides the Cloud Services under the agreement. Using the Customer Portal, the Customer can – depending on the ordered GMS Service – view the license balance generated by COMPAREX as well as additional key figures and information on software asset management. The Customer shall maintain the confidentiality of the access data that has been provided to it, and shall not pass it on to third parties. The Customer shall adopt adequate technical precautions so that no malware (e.g. Trojans, viruses) infiltrates the Customer Portal. It is essential that users log out of the password-protected area after every use. Should the Customer become aware that third parties are abusing the access data, the Customer shall notify COMPAREX immediately.

6. COMPAREX shall not assume any liability if the Customer Portal is temporarily unable to be accessed. Reimbursement of payments that have already been made shall be excluded.

IX. Remuneration, Payment Terms

1. The remuneration amount will be indicated in the offer. If the contractual parties cannot agree on a specific price, the price (i) shall be determined on the basis of the valid COMPAREX price list at the time of conclusion of the Agreement or (ii) the COMPAREX hourly or daily rates valid at the time of rendering the services.

2. Unless stipulated otherwise, any incurred packaging, transport, and transport insurance costs as well as incurred travel expenses shall be borne by the Customer.

3. All sales, use, value added, goods and services, harmonized and other such taxes will be calculated at the respective statutory amount at the time the invoice is issued, and itemized on such invoice. The amount of any increases in such taxes shall be borne by the Customer. All COMPAREX invoices shall be immediately due and payable without a discount as of the invoice date, unless the offer by COMPAREX or the invoice indicates a term of payment. COMPAREX shall be entitled to issue the invoice in paper form or electronically. The Customer shall agree to electronic invoicing as of now.

4. Any objections that the Customer has to the billing of GMS Services rendered by COMPAREX are to be made in writing within 10 days of the invoice being received. After the aforementioned deadline, the billing shall be regarded as accepted by the Customer.

5. The Customer shall only be entitled to withhold payments or offset them with counterclaims to the extent that its claims are undisputed or legally established. The Customer may offset or retain payments only in so far as the Customer has valid refund claims due to warranty breach or non-performance of the agreed services. The Customer shall not have any right of retention if its warranty claim has lapsed.

6. If the Customer fails to settle a due receivable by the contractual payment date as a whole or in part, COMPAREX may revoke stipulated payment terms for all receivables, which become immediately due. COMPAREX shall furthermore be

entitled to render further services only against advance payment or against security by way of a performance bond by a credit institution or credit insurer registered in the European Union or in Canada. Such advance payment shall cover the respective settlement period or – in case of one-off services – their compensation.

7. If the Customer is financially unable to perform its obligations vis-à-vis COMPAREX, COMPAREX may terminate existing exchange agreements with the Customer by way of withdrawal, and continuing obligations by canceling without notice, even if the Customer has filed for insolvency. The Customer shall notify COMPAREX in due time in writing about any imminent insolvency.

X. Warranty

1. COMPAREX shall warrant that the Hardware and Software Products are free of material defects. In this regard, the Parties agree delivery of completely fault-free software is impossible according to the current state of the art. Minor deviations of services by COMPAREX from the contractual properties and condition shall not give rise to claims due to defects in quality. Warranties and public statements by any third party regarding hardware and software produced by it shall be considered part of the stipulated properties and condition of the hardware and software only if the Parties have thus agreed in writing or if COMPAREX had explicitly adopted publicly and in writing.

2. In case of defective Software Products, COMPAREX shall warrant the use according to the agreement by providing an update of the software as soon as such an update is available to COMPAREX. The option to use the reasonable possibility of a “workaround” for the software as provided to the Customer by COMPAREX is also considered a setting up of the use according to the agreement, to the extent that, taking the workaround into consideration, one insignificant fault remains.

3. The software shall be considered free of defects if it has substantially the agreed upon quality at transfer of risk as described in the offer. COMPAREX shall receive all information from the Customer required to remedy software errors.

4. The Customer's claim for remedy of defects shall be excluded to the extent that the defect is not reproducible or cannot be indicated by readouts recorded in handwriting or by machine and to the extent that the deviation from the quality according to the agreement was caused by improper usage or the use of hardware/software under not agreed upon conditions of use or in a not agreed upon system environment or by the breach of obligations to cooperate by the Customer.

5. For Cloud Services provided by COMPAREX itself, the following shall apply: The point of transfer shall be the firewall of the IT structure operated by COMPAREX. The responsibility of COMPAREX shall in no case go beyond the point of transfer.

6. For the Hardware Leasing, Software as Subscription, and for Cloud Services the following shall apply: Any liability without negligence or fault by COMPAREX due to defects that already existed at the time of the conclusion of the contract is excluded. A termination by the Customer due to the non-provision of the contractually agreed use shall only be permitted if COMPAREX has been given sufficient opportunity to rectify the defect and such attempt has failed. A failure of the rectification of defaults shall only be assumed if it proves impossible, if it is refused or unreasonably delayed by COMPAREX, if there is justified doubt regarding the chances for success, or if it is unacceptable for the Customer for other reasons.

7. The Customer's warranty period for all Hardware and Software Products shall end twelve (12) months after delivery of such Hardware and Software Products. This deadline shall not apply if the law provides for mandatory longer deadlines. Notices of defect by the Customer must be provided to COMPAREX immediately and in writing, including an exact description of the problem.

8. A right of retention of the Customer does not exist if its warranty claims have lapsed. If a notice of defect is issued without good reason, COMPAREX shall be entitled to request a reimbursement from the Customer for incurred expenses.

9. Notwithstanding any other provision of this agreement, except for the warranties and remedies expressly provided for in this Article X, COMPAREX does not provide any other remedy or warranty, and the Customer hereby expressly waives all other remedies, representations, warranties and conditions, express or implied, including but not limited to any warranties of quality or durability, and any implied warranties or conditions of merchantable quality or fitness for a particular purpose and all others arising by statute or otherwise in law or from a course of dealing or usage of trade.

XI. Term and Termination

1. COMPAREX shall render the services covered by the agreement for the term stipulated in the offer and no Party shall have an ordinary termination right. If the Parties have not agreed upon a term in the offer, COMPAREX shall render the services according to the conditions stipulated in the offer for an indeterminate period of time. In such an event, both Parties shall have an ordinary termination right, which may be exercised with notice period of three (3) months after the end of each quarter.

2. The right of extraordinary termination for good cause shall remain unaffected. In particular, there is good cause if

a. a party repeatedly violates its obligations, including with respect to these Terms and Conditions; in the case of the violation of service level agreements by COMPAREX this shall only be the case if COMPAREX has willfully violated an agreement and if said violation lasts for a period of at least three (3) months; COMPAREX shall only be held responsible for the non-availability of a Cloud Service if it occurs outside of a regular or irregular service window (the service windows are described in the SLA document of the respective GMS Service);

b. the Customer seriously and definitively refuses the fulfillment of its contractual obligations;

c. the payment of the fees owed has not been made to COMPAREX by 14 days after a warning was received;

d. there is a change in the Customer's identity, the company is sold, or the business circumstances become so different that justified doubts arise as to the reliability and capacity of the Customer;

e. if an application is made to open bankruptcy or insolvency proceedings for the Customer's assets, such an application was rejected due to a lack of assets, enforcements against the Customer were unsuccessful, or enforcement measures were implemented and not dismissed within a month.

3. A termination of the Cloud Services by the Customer due to the non-provision of the contractually agreed use shall only be permitted if COMPAREX has been given sufficient opportunity to rectify the defect and such attempt has failed. A failure of the rectification of defaults shall only be assumed if

a. it proves impossible,

b. is refused or unreasonably delayed by COMPAREX or

c. if it becomes unacceptable for the Customer for other reasons.

4. It shall be necessary for each termination to be in writing. A fax shall be sufficient for fulfilling the written form requirement. Emails shall not satisfy the written form requirement.

XII. Liability

1. The total liability of COMPAREX in respect of any actions, claims, demands, awards, judgments, settlements, damages, losses, costs, liabilities or expenses arising from or related to this agreement or the performance or non-performance of services to be provided hereunder shall be limited to foreseeable damages attributable to breaches of material obligations, and in any event shall not exceed in the aggregate the lower of the following amounts in accordance with or in connection with a single individual agreement:

- a. CAD 100,000.00 or
- b. the net value of the relevant individual agreement.

2. For the purposes of section 1 above, material obligations are those obligations that can only be fulfilled when the agreement is properly carried out, whose violation jeopardizes the possibility of achieving the purpose of the agreement, and where the contractual partner has an ongoing right to expect that they be adhered to.

3. In no event will COMPAREX be liable for any loss of revenue, profit, property or use, business interruption, loss of information or failure to realize expected savings, or any consequential, special, incidental, indirect, contingent, punitive or exemplary losses or damages, even if COMPAREX has been advised of the possibility thereof.

4. COMPAREX' liability for the loss of data exists only to the extent such losses could not have been avoided by adequate precautions of the Customer to avoid the loss of data (including, but not limited to, the creation of at least daily backup copies of all data). In other cases, liability for the loss of data shall be limited by the other provisions set out in this section.

5. COMPAREX shall not assume any liability or guarantee for the accuracy of the results it has compiled or calculated to the extent that their inaccuracy is the consequence of incorrect/incomplete information provided by the Customer.

6. The limitations and exclusions of liability contained in this Article XII apply to all claims for damages, whether based on breach of contract or tort (including negligence), infringement of intellectual property rights, strict liability, breach of warranty, failure of essential purpose, fundamental breach, breach of a fundamental term or otherwise.

7. The foregoing limitations and exclusions of liability also apply to claims for damages which are claimed by a party against the employees or representatives of COMPAREX.

XIII. Limitation of Actions

1. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) the Customer will not bring any legal action against COMPAREX, regardless of form, for any claim arising out of or related to this agreement more than one year after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim shall lapse.

XIV. Audit rights

COMPAREX shall be entitled to audit the compliance of the Customer with the requirements under this agreement on site, either itself or by a third person obligated to confidentiality, at any time after prior notification during regular business and in a manner that impacts the operational business of the Customer as little as possible. As part of such an audit COMPAREX may also check the Customer's documentation and reports. The Customer shall grant COMPAREX access to the relevant information, databases, log files, and the like, for this purpose and shall enable COMPAREX or the third person to monitor the compliance with this agreement. The Customer shall support COMPAREX or the third person to the best of its ability.

XV. Confidentiality and data protection

1. The Parties shall keep all confidential information of the other Party they receive as part of the cooperation confidential, i.e. they shall protect it with appropriate care from the disclosure towards unauthorized persons. Unauthorized in the sense of this regulations are subcontractors and employees by COMPAREX that are not subject to the confidentiality obligations in accordance with the agreement. The Parties shall only include employees or third person into the cooperation which they obliged to the same form of confidentiality.

2. All information of a Party – irrespective of its form – which is marked as confidential in writing or the confidentiality of which is obvious due to the nature of the information, in particular operational and business secrets, shall be deemed confidential. Non-confidential is information of which the receiving Party can prove that they either

- a. are or were generally available,
- b. were already owned by the Party without an obligation to confidentiality,
- c. were developed by another party, independently and without using confidential information, or
- d. legally acquired the information by a third party which was not obliged to confidentiality.

3. COMPAREX shall fulfill the Customer's data protection and data security requirements as may be agreed by the Parties in writing. The Parties shall comply with the respective data protection, privacy and personal information protection provisions required in accordance with applicable law. In so far as COMPAREX processes personal data within the context of the performance of its services, COMPAREX shall act exclusively on behalf of the Customer as data processor. In this regard, the Parties shall enter into a separate agreement regarding contract data processing upon Customer's request.

XVI. Miscellaneous

1. A transfer of rights or an assignment of obligations arising from this agreement by the Customer shall require prior approval by COMPAREX. COMPAREX shall be entitled to transfer any agreements, including all rights and obligations, concluded based on these GMS Special Terms and Conditions to a company affiliated with COMPAREX.

2. This agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

3. The Customer shall have the sole responsibility to comply with any import and export regulations, including in Canada, the USA and the European Union, applicable to the services. In case of cross-border deliveries or services, the Customer shall bear any incurred taxes, interest, fee, or other

charges, including withholding taxes. The Customer shall have the sole responsibility to process any statutory or regulatory procedures related to cross-border deliveries or services, unless explicitly stipulated otherwise.

4. Subsidiary agreements, assurances, and other agreements, including changes and amendments, must be in written form to be effective. All changes and amendments to this written agreement, in particular verbally arranged changes and decisions, must be in written form to be effective. Written confirmation of changes or amendments may only be carried out by authorized representatives of COMPAREX. The written offer, including the Special Terms and Conditions, shall constitute the complete agreement with respect to the service obligations of COMPAREX.

5. This Agreement is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

6. The exclusive place of jurisdiction for all disputes between the party in connection with the present GMS Special Terms and Conditions or a purchase order / generated order shall be the courts of the Province of Ontario. Each of the parties irrevocably submits to the jurisdiction of the courts of the Province of Ontario. Nevertheless, COMPAREX shall be entitled to sue the Customer at its applicable place of jurisdiction, where the Customer has its registered office.

7. Should any individual provision of these GMS Special Terms and Conditions either be or become ineffective, illegal, invalid or unenforceable in any jurisdiction, the ineffectiveness, illegality, invalidity or unenforceability of that provision will not affect the effectiveness, legality, validity or enforceability of the remaining provisions, or the effectiveness, legality, validity or enforceability of that provision in any other jurisdiction.

8. The parties confirm that it is their express wish that this agreement, as well as any other documents relating to this agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only.

Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.
