



Software and Services Agreement

This Software and Services Agreement (the “**Agreement**”) including any addendums and documents referenced via URLs, which are incorporated herein by reference, governs the provision of Cority’s software and services and forms part of the order form or statement of work between Cority Software Inc. or its Affiliate (as later defined herein) (“**Cority**”) and the client collectively identified on an order form or statement of work (“**Client**”). If the order form or software and services agreement is between an affiliate of Cority and Client, all references to “Cority” in this Agreement will refer to the Cority Affiliate.

By entering into an order form or statement of work that references and incorporates these terms and conditions, Client accepts and agrees to the terms and conditions set forth herein and the terms and conditions included herein by reference.

1. SOFTWARE AND LICENSE

- 1.1. **Software and Order Form.** Client and its Affiliates are entitled to access and to use the Cority Software (the “**Software**” or “**Cority Platform**”) and the third-party software resold by Cority or integrated within the Cority Platform (“**Third-Party Software**”), as set forth in an order form, for their internal business purposes. In order to license Software and any Third-Party Software, Client must enter into one or more Order Forms (“**Order Forms**”). An “**Affiliate**” means any entity (now existing or hereafter formed or acquired), which directly, through one or more intermediaries, controls, is controlled by or is under common control with, another entity. Ownership of more than fifty percent (50%) of the voting stock, membership interests, or other equity of an entity shall be deemed to be control over such entity.
- 1.2. For the purposes of this Agreement, clients whose Software and Third-Party Software is hosted in a cloud data center managed by Cority will be defined as “Cority-Hosted Clients” and clients whose Software and Third-Party Software is hosted on IT infrastructure managed by themselves will be defined as “Self-Hosted Clients”.
- 1.3. **Environments and Data Storage.** For Cority-Hosted Clients, unless otherwise set forth in the Order Form, Client and its Affiliates will share one production environment and, on an hoc basis, a test environment for all Software and Third-Party Software licensed through one or more Order Forms. In each production environment, Client will have access to 100GB of data storage which will be increased in accordance with the terms and conditions set forth in the Order Form.
- 1.4. **Updates and Upgrades.** The Software will be Cority’s standard application and will include Updates and Upgrades. Third-Party Software will include the Third-Party Software developer’s standard application and may include Updates and Upgrades. For the purpose of this Agreement, “**Updates**” mean changes or patches to be integrated with the Software to correct errors and that do not alter the functionality or the content of the Software, and “**Upgrades**” mean modifications or additions to the Software that alter the functionality or contents of the Software.

2. PROFESSIONAL SERVICES

- 2.1. **Standard Onboarding.** Upon the execution of an Order Form, Cority will provide Client with the Software onboarding that forms part of its standard offering and Client will collaborate with Cority, as reasonably required, in order to ensure that the onboarding is completed successfully.
- 2.2. **General Professional Services.** Client may request consultancy, implementation, training, configuration and training related to the Software (“**Professional Services**”). Upon receipt of such a request, Cority will provide Client with a quote for its pricing and if Client accepts, the parties will enter into a statement of work (“**SOW**”) governing the provision of the requested services and the payment of applicable fees. The scope of the Professional Services including reimbursement for reasonable travel and living expenses for onsite meetings, applicable fees, and payment terms, shall be outlined in the SOW.

3. SUPPORT AND AVAILABILITY

- 3.1. Cority will provide support to Client and its Affiliates in accordance with the Service Level Agreement, which is accessible online via the Cority legal center (<https://www.cority.com/legal-center/service-level-agreement/>), which may be updated from time to time and which is incorporated herein by reference. Prior to using Cority’s support services, the Client and its Affiliates’ end-users are expected to have a reasonable familiarity with the Software either through formal training provided by Cority or the equivalent in informal training provided by the Client staff. Support does not include implementation services, programming, report generation or resolution of the Client and its Affiliates computer system problems that are unrelated to the operation of the Software.

4. TERM AND TERMINATION OF AN ORDER FORM

- 4.1. **Order Form Initial Term and Renewal.** Unless otherwise set forth in the Order Form, the first Order Form will have an initial term of twelve (12) months and each Order Form executed thereafter will be coterminous with the first Order Form. Upon expiration, each Order Form will automatically renew for successive periods of twelve (12) months (each a “Renewal Term”).
- 4.2. **Termination for Convenience.** During the Renewal Term, Client may terminate an Order Form for convenience by written notice provided the following conditions are satisfied: (a) the written notice of termination is transmitted during the Renewal Term and received at least sixty (60) days before the start of the next Renewal Term; and (b) there are no outstanding fees or invoices payable under the Order Form. If the foregoing conditions are satisfied, the Order Form will terminate at the end of the then-current Term.
- 4.3. **Sunset.** In the event that Cority sunsets the Software licensed under this Agreement and Client and its Affiliates have elected not to upgrade to the replacement platform, Cority may terminate an Order Form, in whole or in part, upon twelve (12) months written notice. In the event of partial termination, the parties will enter into a new Order Form to reflect the removal of the Software being sunset from the Agreement.
- 4.4. **Termination for Cause.** An Order Form may be terminated where there is an event of default. An event of default occurs if: (a) a party breaches any material obligation set forth in an Order Form and fails to cure such breach within thirty (30) days of written notice thereof; or if (b) a party declares bankruptcy or becomes insolvent, is placed into receivership or a trustee is appointed for the benefit of its creditors, or it ceases the operation of its business without a successor acceptable to the other party (collectively, an “Event of Default”). Whenever an Event of Default has occurred, the non-defaulting party may, at its election, terminate the Order Form.
- 4.5. **Effect of Termination.** In the event of termination of an Order Form, all of the rights of the Client and its Affiliates with respect to the Software and Third-Party Software licensed under the terminated Order Form and the use thereof shall terminate. Accordingly, in the case of Cority-Hosted Clients, access to the Software and Third-Party Software will immediately terminate and in the case of Self-Hosted Clients, Client will immediately delete the Software and any Third-Party Software from its IT infrastructure and provide Cority with written confirmation of deletion upon request. Furthermore, in the case of termination due to an Event of Default, the non-defaulting party shall be entitled to pursue all legal remedies available to it, subject to the terms and conditions hereof.
- 4.6. **Suspension.** In addition to the right to terminate and the right to interest, if the Client is the defaulting party and the Event of Default remains uncured for thirty (30) days after written notice thereof, Cority may suspend access to the Software and Third-Party Software (if applicable) for Cority-Hosted Clients, without further notice or delay, to the extent permitted by law.
- 4.7. **Collections for Non-payment.** If Client fails to pay any amount due under an Order Form, Client will be responsible for, and will promptly reimburse Cority for all costs of collection, including reasonable attorney fees, court or arbitration costs, and collection agency fees and costs, incurred in connection with the collection of delinquent balances. Cority may use the services of debt collection agencies, and any other remedies as allowed by law to collect any unpaid balances on Client's account.
- 4.8. **Data Extraction and Effect of Termination.** Prior to termination of the Agreement or an Order Form, Client and its Affiliates may download their data from the Cority Platform. After termination of this Agreement for any reason: (i) Cority will provide the Client and its Affiliates with all data input into the Cority Platform in accordance with a SOW executed by the parties; and (ii) all outstanding Cority invoices will immediately become due and payable.
- 4.9. **Transition Assistance Services.** In the event of termination of an Order Form, Client may request transition assistance services. Cority will quote the applicable fees based on the scope of services requested by Client and if Client accepts, the parties will enter into a SOW.

5. FEES AND PAYMENT

- 5.1. **Invoice Schedule.** The fees set forth in an Order Form plus applicable taxes will be invoiced on the effective date of the Order Form and thereafter, annually in advance of each 12-month subscription period in the case of annual fees. The fees set forth in a SOW plus applicable taxes will be invoiced in accordance with the invoice schedule set forth in the SOW.
- 5.2. **Payment Terms and Interest.** Unless otherwise agreed upon in an Order Form, payment for all invoices will be due and payable within 30 days after delivery of the invoice. Interest on overdue payments will be charged at the lesser of 1% per month (12% per annum); or the maximum interest authorized by law.

- 5.3. **Taxes.** Client will be responsible for the payment of all applicable taxes. Should the Client be required by any law or regulation to make any withholding or deduction on account of tax or otherwise on any amount payable to Cority under an Order Form, the amount payable to Cority will be increased by the amount of such withholding or deduction to ensure that Cority receives a sum equal to the sum required to be paid under the Order Form.

6. **CONFIDENTIALITY**

- 6.1. Each party may, from time to time, disclose (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, business, planning, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party (“**Confidential Information**”). In addition, the parties agree that (a) Cority’s Software and its source code, object code, design, architecture, data base schema, and related documentation and information and pricing information set forth in an Order Form shall be considered Confidential Information; and (b) any Client data and Client’s Affiliate’s data uploaded to the Software and other information pertaining to Client and its Affiliates’ employees, business processes, financials, and customers shall be considered Confidential Information.
- 6.2. The Receiving Party agrees: (a) not to use any Confidential Information of the Disclosing Party for any purpose other than fulfilling its obligations or exercising its rights under this Agreement; (b) to protect and keep confidential the Confidential Information to the same degree that it protects its own confidential and proprietary information; (c) not to transfer or provide the Confidential Information to third parties, on a service bureau basis or otherwise, or to disclose or make available the Confidential Information to third parties except to employees, consultants or advisers who have a “need to know” and who are bound by similar non-disclosure obligations in favor of the Disclosing Party; and (d) not to reverse-engineer, decompile, translate, disassemble, duplicate, copy, reproduce, modify, transfer or distribute all or any part of the Confidential Information except as consistent with the use of any Confidential Information as set out in this Agreement.
- 6.3. The Receiving Party’s obligations under this section with respect to any Confidential Information of the Disclosing Party will not apply if such information:
- (a) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party;
 - (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions;
 - (c) is, or through no fault of the Receiving Party has become, generally available to the public; or
 - (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information.

Except with respect to Client data which shall be returned in accordance with Section 4.8 above, the Receiving Party will destroy all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control promptly upon the written request of the Disclosing Party or upon the expiration or termination of the Agreement. Notwithstanding the foregoing, the Receiving Party may retain an electronic backup copy of Disclosing Party’s Confidential Information as is automatically created and retained by the Receiving Party’s standard backup processes and systems. The Receiving Party shall comply with its nondisclosure obligations under this Agreement with regard to such copies and shall destroy them in accordance with Receiving Party’s normal destruction processes.

- 6.4. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method (“**Legal Order**”). If the Receiving Party receives a Legal Order, it will promptly notify, to the extent permitted by law, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party may, at its sole expense, obtain a protective order or other appropriate remedy to preserve the confidentiality of the Disclosing Party’s Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by the Disclosing Party, to the extent permitted by law, with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally required to disclose the Disclosing Party’s Confidential Information, disclosure of such Confidential Information may be made without liability. The Receiving Party will disclose only that portion of the requested Confidential Information that it is required to disclose.

7. **INTELLECTUAL PROPERTY RIGHTS**

- 7.1. “**Intellectual Property Rights**” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights,

and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world, whether or not registered.

- 7.2. Neither party will acquire any right, title, or interest in the Intellectual Property Rights owned by the other party by virtue of its performance under this Agreement and/or an Order Form. Client and its Affiliates retain all right, title, and interest in and to Client and its Affiliates' data, and except as otherwise set forth herein, they grant Cority the necessary rights to their data solely as necessary for Cority to provide the Software and any applicable Professional Service under this Agreement and/or a SOW.
- 7.3. Cority owns and retains all rights, title and interest, including all related Intellectual Property Rights, in and to the Cority Platform, and any suggestions, ideas, enhancement requests, feedback or recommendations provided by Client and its Affiliates relating to the Cority Platform or Professional Services. Cority grants to Client a perpetual, fully paid-up, worldwide license to use any reports generated by the Cority Platform that contain Client Data.
- 7.4. Cority will defend Client and its Affiliates against any third-party claim of intellectual property infringement resulting from the use of the Software ("**IP Infringement Claim**") and indemnify Client and its Affiliates against any amounts awarded in a final judgment as a result of such claim. The obligation to defend and indemnify is subject to: (a) Client promptly notifying Cority of the IP Infringement Claim and providing it with a copy of all relevant documentation; (b) Cority being granted sole control of the defense and settlement of the claim; and (c) Client providing Cority with reasonable collaboration. In the event the Software is held by a court, administrative body or arbitration panel of competent jurisdiction to infringe third-party Intellectual Property Rights or its use is enjoined, Cority will, at its option, either: (d) procure for the Client and its Affiliates the right to continue use of the Software; (e) provide a modification to the Software so that its use becomes non-infringing; or (f) replace the Software with software which is substantially similar and continues to meet the functionality and performance of the Software as set out in the Software documentation and specifications. In the event that none of the foregoing options is commercially feasible, Cority may terminate access to the Software that gave rise to the IP Infringement Claim including, in whole or in part, the Order Form that granted such access and grant Client and its Affiliates a pro-rated refund for any pre-paid annual fees applicable to the unused subscription period. Notwithstanding the foregoing, Cority will have no liability to the Client and its Affiliates with respect to any IP Infringement Claim to the extent that the claim is based upon: (a) the unauthorized modification of the Software; or (b) the use of the Software not in accordance with the documentation provided by or made available by Cority.

8. CONDITIONS OF USE AND AI ADDENDUM

- 8.1. The Client and its Affiliates may not:
 - (a) except as permitted by this Agreement, transfer to any other person any of its rights to use the Software or Third-Party Software;
 - (b) sell, rent or lease the Software or Third-Party Software;
 - (c) make the Software or Third-Party Software available to anyone who is not an authorized user (i.e., any employee/independent contractor of Client and its Affiliates or any employee/independent contractor of Client and its Affiliates who may be authorized by the Client and its Affiliates from time to time to use the Software);
 - (d) create any derivative works based upon the Software, Third-Party Software or Documentation;
 - (e) copy any feature, design or graphic in, or reverse engineer, the Software or Third-Party Software;
 - (f) use the Software or Third-Party Software in a manner that violates the license restrictions applicable to a given user type;
 - (g) use the Software or Third-Party Software to change the license configuration; or
 - (h) use the Software or Third-Party Software in a way that violates any applicable law.
- 8.2. By accessing and/or using any AI Systems or entering into an order form or Agreement for Software and/or Third-Party Software that incorporates AI Systems, Client accepts the terms and conditions set forth in Cority's AI Addendum available online via the Cority Legal Center at <https://www.cority.com/legal-center/ai-addendum/>, which are incorporated herein by reference and which may be updated from time to time.

9. MONITORING PLATFORM USAGE AND DATA ANALYTICS

- 9.1. Cority may monitor Cority Platform usage including license rights, data storage and time expended on a given webpage and aggregate any Platform usage information with similar data sets to improve overall user experience.

- 9.2. Client grants and will ensure that its Affiliates grant Cority a perpetual, non-exclusive, transferable, sublicensable, royalty-free, worldwide and irrevocable right and license to store, manipulate, transmit, copy, display, sub-license or otherwise utilize Client and its Affiliates data and deliverables in an anonymized and de-identified form for analytic purposes including, without limitation providing industry and sector-based benchmarking. Cority will permanently remove all Personal Data and any references to Client and its Affiliates in order to ensure that the data is fully anonymized.
- 9.3. Cority and its licensors may audit Client usage of Software and Third-Party Software to ensure such usage complies with the terms and conditions of this Agreement. Any audit may be undertaken upon two (2) business days notice and Client will collaborate with Cority as reasonably required.

10. **WARRANTY AND LIABILITY**

- 10.1. **General Warranty.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement, Order Forms and SOWs hereunder. Cority shall use all reasonable efforts to ensure that the Software performs the functions as described in available software documentation and specifications. Notwithstanding the foregoing, Cority does not represent and warrant that the Software will be bug free. In the event the Software contains any bugs, Client's sole and exclusive remedy will be to create a support ticket in order for Cority to address the bug in accordance with the support terms and conditions set forth in this Agreement. Cority does not make any warranties, express or implied, including the implied warranties of merchantability or fitness for any particular purpose other than for the stated purpose in the software documentation and specifications provided to the Client and its Affiliates. The Software and Third-Party Software are provided "as is".
- 10.2. **Joint and Several Liability.** For Cority-Hosted Clients that share a production environment with their Affiliates, the Client and its Affiliates will be jointly and severally liable for the payment of all fees under all Order Forms.
- 10.3. **Third-Party Software.** Cority warrants that it has the right to license Third-Party Software to Client.
- 10.4. **GENERAL LIMITATION OF LIABILITY.** EXCEPT WHERE PROHIBITED BY LAW AND EXCEPT WITH RESPECT TO THE FEES PAYABLE UNDER THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:
- (A) IN NO EVENT SHALL EITHER PARTY, OR A PARTY'S AFFILIATES BE LIABLE TO ANYONE UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, DATA, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW.
 - (B) EXCEPT IN THE CASE SET FORTH IN SECTION 10.4(C) BELOW, IN NO EVENT SHALL ANY PARTY, OR A PARTY'S AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, A STATEMENT OF WORK OR AN ORDER FORM, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, INDEMNIFICATION, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE, OR FOR ANY AND ALL CLAIMS EXCEED THE ANNUAL FEES PAID IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM ("**GENERAL LIABILITY CAP**").
 - (C) IN THE CASE OF ANY AMOUNTS AWARDED IN A FINAL JUDGMENT FOR IP INFRINGEMENT CLAIMS SUBJECT TO INDEMNIFICATION UNDER SECTION 7.4 OF THE AGREEMENT, THE GENERAL LIABILITY CAP DOES NOT APPLY.
- 10.5. **NO CAP STACKING.** FOR ANY SINGLE INCIDENT OR SERIES OF RELATED INCIDENTS, CLIENT MAY RECOVER UNDER ONLY ONE LIABILITY CAP SET FORTH IN THIS AGREEMENT. THE CLIENT SHALL NOT BE ENTITLED TO COMBINE OR STACK MULTIPLE LIABILITY CAPS OR LIMITATIONS FOR THE SAME INCIDENT, EVEN IF MULTIPLE PROVISIONS OF THIS AGREEMENT COULD APPLY.
- 10.6. **LIMITATION OF LIABILITY IN PRODUCT SPECIFIC TERMS AND CONDITIONS.** IN THE EVENT OF A CONFLICT BETWEEN THE LIMITATION OF LIABILITY SET FORTH IN THE PRODUCT SPECIFIC TERMS AND CONDITIONS AND THIS AGREEMENT, THE LIMITATION OF LIABILITY SET FORTH IN THE PRODUCT SPECIFIC TERMS AND CONDITIONS WILL PREVAIL.

11. **DATA PRIVACY**

- 11.1. For Cority-Hosted Clients that upload any personal data to the Software and any Third-Party Software subject to data privacy laws, Cority will process such personal data in accordance with the Data Processing Addendum ("DPA") which is accessible online via the Cority legal center at <https://www.cority.com/legal-center/data-processing-addendum/>, which is incorporated herein by reference and which may be updated from time to time. For Self-Hosted Clients that share

personal data with Cority as part of a SOW, the personal data will be processed in accordance with the DPA; however, the obligations governing hosting of data will not be applicable.

12. ASSIGNMENT

- 12.1. None of the rights, duties and obligations of either party hereunder and/or an Order Form may be assigned without the prior written consent of the other party except that either party may assign its rights and obligations under this Agreement and/or an Order Form to an Affiliate, provided that written notice is provided to the other party and the Affiliate agrees to be bound by the terms and conditions hereof. If a third party acquires all or part of the Client and its Affiliates' assets through a divestiture or reorganization of the Client and its Affiliates' business ("**Divested Entity**") such Divested Entity may use the Software and Third-Party Software provided under this Agreement for up to twelve (12) months, on notice to Cority, provided that the Divested Entity agrees in writing to the terms and conditions of this Agreement and provided that the Divested Entity is not a competitor of Cority. If the Divested Entity wishes to continue to use any Software at the end of the time period specified above, the Divested Entity must enter into a separate agreement with Cority for continued use or license of the Software at Cority's then generally applicable fees.

13. NOTICE

- 13.1. Any notices or other communications required or permitted to be delivered hereunder and/or an Order Form shall be in writing to the other party at its address set forth in the Order Form or transmitted by email to an account representative designated by Client. Any notice to Cority will be delivered to the attention of Legal Counsel at the address set forth in the Order Form and a copy must be sent to legal@cority.com.
- 13.2. All such notices shall be transmitted by registered mail or by e-mail.

14. FORCE MAJEURE

- 14.1. If circumstances beyond the control of the parties shall temporarily make it impossible for either or both of them to perform their Agreements hereunder, then the principles of force majeure shall apply and the right and obligations of the parties shall be temporarily suspended during the force majeure period to the extent that such performance is reasonably affected thereby. If such circumstances continue for 60 days, the performing party may terminate the Agreement.

15. CURRENCY

- 15.1. Unless otherwise specifically provided in an Order Form, all amounts are expressed in US Dollars.

16. JURISDICTION

- 16.1. This Agreement and any Order Form shall be governed by and construed in accordance with the laws of Ontario, Canada, without regard to any conflict of laws principles. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sales of Goods. Any dispute shall be heard exclusively by the courts located in Toronto, Ontario, Canada.

17. DISCLOSURE OF RELATIONSHIP

- 17.1. Neither party will issue a press release naming the other party or using the logos or trademarks of the other party or disclose the terms of this Agreement without the other party's prior consent. However, Cority may indicate to third parties that the Client and any Affiliates that use the Software are a customer of Cority.

18. VALIDITY OF ELECTRONIC DOCUMENTS

- 18.1. Any Order Form and SOW may be executed in any number of counterparts, all of which shall constitute one and the same agreement. In addition, the parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of the Order Form and/or the SOW in a court of law based solely on the absence of an original signature.

19. ENTIRE AGREEMENT, UPDATES TO THE AGREEMENT AND PURCHASE ORDERS

- 19.1. This Agreement, and any Order Forms and SOWs executed hereunder, constitute the entire agreement between Cority and Client and they supersede all prior negotiations, representations and agreements, either oral or written, regarding the subject matter hereof. In the event of a conflict between the terms and conditions in an Order Form or a SOW and this Agreement, the terms and conditions in the Order Form or SOW will prevail.

- 19.2. Cority may, from time to time, update the terms and conditions in the Agreement, and in any document incorporated herein by reference. By continuing to use the Software and any Third-Party Software, Client agrees to such updated terms and conditions.
- 19.3. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY TERMS OR CONDITIONS ISSUED IN AN AUTOMATED OR MANUAL PURCHASE ORDER ISSUED BY THE CLIENT OR OTHER SIMILAR FORM TO THE OTHER PARTY ARE FOR PAYMENT PROCESSING PROCEDURES ONLY AND SHALL HAVE NO FORCE OR EFFECT AND THOSE TERMS ARE EXPRESSLY REJECTED BY THE OTHER PARTY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT. THE FOREGOING TERM DOES NOT APPLY TO ANY ORDER FORMS SIGNED BY BOTH PARTIES.

20. SURVIVAL

- 20.1. Section 5 (Fees and Payment), Section 6 (Confidentiality), Section 8.2 (AI Addendum) Section 10 (Warranty and Liability), Section 11 (Data Privacy), Section 20 (Survival) of this Agreement and any other section of this Agreement and an Order Form, which by its nature or context is intended to survive, will survive termination of this Agreement.

21. EXPORT CONTROL

- 21.1. Client acknowledges that data uploaded to the Cority Software or Third-Party Software may be subject to Canadian, U.S. and/or EU export control laws, in addition to export or import regulations in other countries. Client will strictly comply with all applicable export laws and regulations (including sanction lists) and has the responsibility to obtain any licenses or approvals required to export, re-export, transfer, or import the Software and/or Third-Party Software and to use or make such accessible in accordance with applicable export control laws.

22. GENERAL PROVISIONS

- 22.1. Termination of this Agreement shall not prejudice rights and liabilities accrued hereunder prior to such termination. No previous condoning, excusing, or overlooking of breaches or defaults by a party shall be taken as a waiver of any of the terms or conditions of this Agreement. If any provision of this Agreement and/or an Order Form is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be deemed amended and shall be interpreted and enforced so as to best accomplish the objectives of the original provision to the fullest extent permitted by law. If such modification is not possible, the invalid, illegal, or unenforceable provision shall be severed from this Agreement, and the remaining provisions shall remain valid and enforceable. No modification of this Agreement shall be of any force or effect unless made in writing and signed by both parties.