

## MAPREMIUM SUBSCRIPTION SERVICES – TERMS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS AND OUR PRIVACY POLICY (<https://www.vadimap.com/privacy-policy>) CAREFULLY BEFORE ACCESSING AND USING THE MAPREMIUM SUBSCRIPTION SERVICES (DEFINED BELOW).

**THESE TERMS OF USE (“TERMS”), THE SERVICE ORDER(S) AND THE SERVICE PROPOSALS (COLLECTIVELY, “AGREEMENT”) GOVERN YOUR ACCESS AND USE OF THE MAPREMIUM SUBSCRIPTION SERVICES (“SUBSCRIPTION SERVICES”) UNLESS YOU (“YOU”, “YOUR” OR “COMPANY”) AND VADIMUS CONSEILS INC. (“VADIMAP”, “WE”, “US” OR “OUR”) HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING THE ACCESS AND USE OF THE SUBSCRIPTION SERVICES.**

vadiMAP is willing to provide the Subscription Services to you only upon the condition that you accept all the terms contained in this Agreement. By clicking on the checkbox marked “Accept Terms” on the registration, log-in or similar page or by accessing or using the Subscription Services or by accepting a Service Proposal, you have indicated that you understand this Agreement, and you accept all of, and agree to be bound by, the terms of this Agreement, including these Terms. If the Subscription Services are to be accessed or used by or on behalf of a company or other legal entity, the individual expressing acceptance of this Agreement represents and warrants that he or she has the authority to bind that company or other legal entity to this Agreement, and “you”, “your” and “Company” will refer to that company or other legal entity. If you do not agree to all the terms of this Agreement, then you must not accept this Agreement and you may not use the Subscription Services. We may update these Terms from time to time in our sole discretion. If we do, we will let you know by posting the updated Terms on our website and/or may also send other communications. It’s important that you review these Terms whenever we update them or you use the Subscription Services. If you continue to access and/or use the Subscription Services after we have posted updated Terms it means that you accept and agree to the changes. Because the Subscription Services are evolving over time, we may modify features within the Subscription Services and/or update the Subscription Services from time to time, without prior notice to Company.

### **1. Definitions**

- 1.1. **Client** means the person, company or entity that owns or occupies the building or Site on which the vadiMAP Controller is installed, and for which the Subscription Services are offered.
- 1.2. **Confidential Information** means any business or technical information disclosed by one party to the other party that: (a) if disclosed in writing, is marked “confidential” or “proprietary” at the time of disclosure; (b) if disclosed orally, is identified as “confidential” or “proprietary” at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.
- 1.3. **Dashboard** means the Client interface displaying the Site Data on <https://platform.vadimap.com>.
- 1.4. **Data** means all data collected by the vadiMAP Controller, including, but not limited to, energy data, building load, and utility usage, and information provided, input, submitted or made available by or through you or Authorized Users (defined below) to the Subscription Services.
- 1.5. **Intellectual Property Rights** means any and all intellectual property rights, whether existing now or in the future and whether registered or unregistered, anywhere in the world, and the subject matter of any such rights, including:
  - (i) patents, copyrights, rights in circuit layouts (or similar rights), designs, plans, drawings, literary works, registered and unregistered trademarks, Confidential Information, inventions and discoveries, and all other intellectual property as defined by the Canadian Intellectual Property Office (CIPO).
  - (ii) any application or right to apply for registration of any of the rights referred to in subparagraph (i).
- 1.6. **Project** means a technical project put forward by vadiMAP aimed at reducing / controlling / making more efficient the energy consumption / costs in any given building or Site and may include only a vadiMAP Controller when required.
- 1.7. **Site** means the physical location or property where the vadiMAP Controller has been installed and, for which the Subscription Services are offered.
- 1.8. **Service Order** means the online order form that described Subscription Services to be provided and sets forth fee schedule and other relevant terms. Each Service Order will form part of this Agreement and will be subject to the terms and conditions contained herein.
- 1.9. **Service Proposal** means the formal proposal made by vadiMAP to you to provide the Subscription Services.
- 1.10. **Subscription Services** means the services associated with the MAPremium subscription to benefit from 3 vadiMAP Prescription updates per year, an automated tool to prioritize the conversion of your Sites, a map with markers to track Project status, a Dashboard, key performance indicators, notifications, remote technical support, and any related content, tools and other materials provided by or made available by vadiMAP to you.
- 1.11. **vadiMAP Controller** means the controller or smart meter supplied by vadiMAP for a Project.

1.12. **vadiMAP Prescription** means a feasibility study and recommendations of Projects made by vadiMAP to the Client.

## 2. Subscription Services

2.1. **Account and Authorized Users.** In order to access and use the Subscription Services, you will need to register with vadiMAP and create an account ("Account"). vadiMAP may also create the Account for you. You may select individuals (employees or independent contractors) to access and use the Subscription Services on your behalf via your Account and you will obtain separate credentials, e.g., user IDs and passwords, from vadiMAP for such individuals (each, an "Authorized User"). vadiMAP reserves the right to suspend or terminate Company's Account if any information provided during the registration process or thereafter is or becomes inaccurate, false or misleading. Company will ensure that Company's Authorized Users, employees, agents, and representatives comply with all of Company's obligations under this Agreement. You will at all times be responsible for all actions taken under Company's Account, whether such action was taken by an Authorized User or by another Person, and whether such action was authorized by you or an Authorized User. You are responsible for maintaining the confidentiality of Company's Account, including the logins and passwords for all Company's Authorized Users. You will not share (and will instruct each Authorized User not to share) any user identifications, Account numbers, login user IDs, passwords, Account profiles or other credentials for Company's Account with any other Person or otherwise permit any other Person to access or use the Subscription Services. You agree to notify vadiMAP if any such credentials are lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You will promptly notify vadiMAP of any unauthorized use of or access to the Subscription Services.

2.2. **Provision of Subscription Services.** Subject to your compliance with the terms and conditions of this Agreement including any payment due, vadiMAP will provide you with the Subscription Services, and hereby grants you and your Authorized Users a non-exclusive and non-transferable license to access and use the Subscription Services solely for your internal business purposes. Your rights in the Subscription Services will be limited to those expressly granted in this Section 2.2. vadiMAP and its licensors reserve all rights in and to the Subscription Services not expressly granted under this Agreement.

2.3. **Restrictions.** You shall not at any time and will not permit or assist any Person (including, without limitation, Authorized Users) to, directly or indirectly: (i) access or use the Subscription Services in any manner beyond the scope of rights expressly granted in this Agreement; (ii) copy, modify, distribute or create derivative works of the Subscription Services, in whole or in part; (iii)

reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain improper access to any component of, the Subscription Services, in whole or in part, or any systems or networks that connect thereto; (iv) frame, mirror, sell, resell, rent, lease, license, sublicense, or provide access to the Subscription Services to any other Person, or otherwise transfer any of your rights hereunder or allow any Person to access or use the Subscription Services for any purpose other than for your benefit as intended in, and in accordance with, this Agreement; (v) access or use the Subscription Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable law; (vi) interfere with, or disrupt the integrity or performance of, the Subscription Services, or any data or content contained therein or transmitted thereby; (vii) access or search the Subscription Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Subscription Services features provided by vadiMAP for use expressly for such purposes; or (viii) use or access (or permit any Person to access or use) the Subscription Services or any other vadiMAP Confidential Information for purposes of monitoring the availability, performance or functionality of the Subscription Services or for any other benchmarking or competitive purposes, or to develop, commercialize, license or sell (or enable or assist any Person to develop, commercialize, license or sell) any product, service or technology that could, directly or indirectly, compete with the Subscription Services. You shall not allow access to or use of the Subscription Services by anyone other than Authorized Users.

2.4. **Data Maintenance and Backup Procedures.** In the event of any loss or corruption of Data, vadiMAP will use commercially reasonable efforts to restore the lost or corrupted Data from the latest backup of such Data maintained by vadiMAP's third party hosted services provider. vadiMAP will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of Data caused by any third party. VADIMAP'S EFFORTS TO RESTORE LOST OR CORRUPTED DATA PURSUANT TO THIS SECTION 2.4 WILL CONSTITUTE VADIMAP'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF DATA IN CONNECTION WITH THE SUBSCRIPTION SERVICES.

## 3. Fees and Payment

3.1. **Fees.** The fees for Subscription Services is 2,500 USD per Site per year. The fee may vary depending on the number of Sites with Subscription Services. Contact us.

Five (5) Authorized Users per Site are included in the Subscription Services. Beyond these five (5) Authorized Users, additional charges will be added per new Authorized User. These additional charges vary depending on the number of Sites with Subscription Services, and are determined as follows:

- 1-10 Sites: 250 USD/user/year
- 10+ Sites: 150 USD/user/year
- 100+ Sites: Case by Case

You will pay vadiMAP the fees set forth in the relevant Service Order or Service Proposal in accordance with the terms therein and the terms of this Agreement (“Fees”). The Fees are non-refundable. vadiMAP reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of a Subscription Term.

- 3.2. **Three (3) vadiMAP Prescription Updates.** vadiMAP Prescription updates are included in the Subscription Services. After the delivery of the first vadiMAP Prescription for a specific Site, a limit of one (1) update request per Site can be made every four (4) months, i.e. a maximum of three (3) update requests per year from the Effective Date. If an additional vadiMAP Prescription update is required, it will be charged at 500 USD per update.
- 3.3. **Payments.** vadiMAP will charge the payment method provided by you for Fees on the applicable payment date, including any applicable taxes. Full payment must be made to enable the creation of the Account and the access of Authorized Users to the Subscription Services. If vadiMAP cannot charge such payment method for any reason (such as expiration or insufficient funds), you remain responsible for any uncollected amounts, and vadiMAP will attempt to charge the payment method again as you may update its payment method information. In accordance with local laws, vadiMAP may update information regarding your payment method if provided such information by your financial institution. All payments due to vadiMAP must be made in U.S. dollars. Except as expressly set forth in this Agreement, all payments are non-refundable. If you fail to make any payment when due, late charges will accrue at the rate of 27 percent per annum calculated daily, and vadiMAP may suspend your access to the Subscription Services until all payments are made in full. You will reimburse vadiMAP for all reasonable costs and expenses incurred (including reasonable attorneys’ fees) in collecting any late payments or interest.
- 3.4. **Taxes.** You are responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind (other than any taxes imposed on vadiMAP’s net income) imposed by any federal, provincial, state, multinational or local governmental authority on any amount payable by you to vadiMAP hereunder (“Taxes”).

Without limiting the foregoing, in the event that you are required to deduct or withhold any Taxes from the amounts payable to vadiMAP hereunder, you will pay the applicable additional amount, so that vadiMAP receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

#### 4. Ownership and Data

As between vadiMAP and you, vadiMAP owns all worldwide right, title and interest in and to the Subscription Services including all Intellectual Property Rights therein. As between you and vadiMAP, you own all worldwide right, title and interest in and to all Data and vadiMAP will not obtain any ownership rights or interests in such data. You hereby grant and will grant to vadiMAP a non-exclusive, royalty-free, worldwide, transferable (in whole or in part), sublicensable (through multiple tiers of sublicenses) license to: (a) use the Data as is reasonably necessary to provide the Subscription Services hereunder for the term of this Agreement and (b) archive and perform analytics on the Data and to distribute, publicly display or perform or otherwise use the results of the same provided such results are in an aggregated form that does not personally identify an individual person, and this license in subsection (b) is irrevocable and perpetual, and (c) to list on its website or in other informational or promotional material your business name (first name and last initial if you are an individual), city, state, country and website address to identify you as a vadiMAP customer, and this license in subsection (c) shall be perpetual unless and until vadiMAP receives written notice from you revoking such license under this subsection (c). The parties agree that the use of Company’s name as provided for in subsection (c) and any goodwill arising therefrom shall inure to the owner of such name, and upon written request, vadiMAP will provide specimens of its usage and take corrective action as reasonably necessary to protect any trademark or other rights therein. To the extent you provide suggestions or feedback to vadiMAP about its Subscription Services (“Feedback”), you hereby irrevocably assign and will assign to vadiMAP all right, title and interest you may have in and to such Feedback, and to the extent such assignment is not valid or complete, you hereby grant and will grant to vadiMAP an exclusive, royalty-free, fully-paid, transferable (in whole or in part), sublicensable (through multiple tiers of sublicenses), worldwide, irrevocable and perpetual license under all Intellectual Property Rights to use and practice such Feedback in any manner, and irrevocably waive and agree to never assert any claim against vadiMAP, its directors, officers, shareholders, employees or successors in interest relating to such Feedback.

#### 5. No Warranty; Disclaimer

THE SUBSCRIPTION SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. VADIMAP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION,

WHETHER ORAL OR WRITTEN, OBTAINED FROM VADIMAP OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. VADIMAP DISCLAIMS ANY WARRANTY THAT THE SUBSCRIPTION SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. You assume sole responsibility and liability for results obtained from the use of the Subscription Services and for conclusions drawn from such use. vadiMAP will have no liability for any claims, losses, or damages caused by errors or omissions in any Data provided to vadiMAP by you or any results produced by the Subscription Services based upon Data. vadiMAP cannot and will not be liable for third-party criminal intrusions into our Subscription Services, despite our efforts to prevent the same.

## 6. Your Obligations

- 6.1. **Cooperation and Assistance.** As a condition to vadiMAP's obligations hereunder, you shall at all times: (a) provide vadiMAP with good faith cooperation and assistance and make available such information, facilities, personnel and equipment as may be reasonably required by vadiMAP in order to provide the Subscription Services, including, but not limited to, providing Data, security access, information, and software interfaces to your business applications; (b) provide such personnel assistance and other personnel, as may be reasonably requested by vadiMAP from time to time; and (c) carry out in a timely manner all other of your responsibilities set forth in this Agreement.
- 6.2. **Enforcement.** You will ensure that Authorized Users comply with the terms and conditions of this Agreement. You will promptly notify vadiMAP of any suspected or alleged breach of this Agreement and will cooperate with vadiMAP with respect to: (a) any investigation by vadiMAP of any suspected or alleged breach of this Agreement; or (b) any action by vadiMAP to enforce the terms and conditions of this Agreement. vadiMAP may suspend or terminate any Authorized User's access to the Subscription Services without prior notice to you in the event that vadiMAP reasonably determines that such Authorized User has breached this Agreement or violated the terms and conditions of any other agreement between vadiMAP and such Authorized User pursuant to which such Authorized User is permitted to access and use the Subscription Services. You shall be liable for any violation of the terms and conditions of this Agreement by any Authorized User.
- 6.3. **Data Representations.** You represent and warrant to vadiMAP that: (a) you have all rights, power and authority that are necessary for your collection, use and processing of the Data as contemplated by this Agreement; and (b) your use and provision of Data to vadiMAP pursuant to this Agreement will not breach any agreement between you and any third party or violate any applicable local, state or federal laws, regulations, orders or rules.

- 6.4. **Telecommunications and Internet Services.** You acknowledge and agree that you and your Authorized Users' use of the Subscription Services is dependent upon access to telecommunications and Internet services. You are solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Subscription Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. vadiMAP shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

## 7. Indemnification

- 7.1. **Indemnification by vadiMAP.** Subject to **Section 7.6**, vadiMAP shall defend any suit or action brought against you to the extent that it is based upon a third party claim that vadiMAP, through the Subscription Services as provided by vadiMAP to you pursuant to this Agreement, has knowingly infringed any U.S. Canadian copyright or misappropriated any trade secret, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded in final judgment against or paid in settlement by you.
- 7.2. **Exclusions.** Notwithstanding the terms of **Section 7.1**, vadiMAP will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (a) the combination, operation or use of the Subscription Services with equipment, devices, software or data (including without limitation Data) not supplied by vadiMAP, if a claim would not have occurred but for such combination, operation or use; or (b) your or an Authorized User's misuse of the Subscription Services or use of the Subscription Services other than in accordance with this Agreement.
- 7.3. **Injunction.** If your use of the Subscription Services is, or in vadiMAP's opinion is likely to be, enjoined due to the type of claim specified in **Section 7.1**, then vadiMAP may at its sole option and expense: (a) replace or modify the Subscription Services to make them non-infringing and of equivalent functionality; (b) procure for you the right to continue using the Subscription Services under the terms of this Agreement; or (c) if vadiMAP is unable to accomplish either (a) or (b) despite using its reasonable efforts, terminate your rights and vadiMAP's obligation under this Agreement with respect to such Subscription Services and refund to you a pro-rata portion of the Fees paid for the remaining term during which you would have had access to the Subscription Services.
- 7.4. **Sole Remedy.** THE FOREGOING STATES THE ENTIRE OBLIGATION OF VADIMAP AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF

INTELLECTUAL PROPERTY RIGHTS BY THE SUBSCRIPTION SERVICES. The parties acknowledge that vadiMAP has entered into this Agreement in reliance upon the limitations of liability and the disclaimers of damages set forth herein, and that the same form an essential basis of the relationship between the parties.

- 7.5. **Indemnification by You.** You shall defend vadiMAP, its officers, directors, shareholders, employees and successors in interest (collectively, "vadiMAP Indemnitees"), from and against any action or suit brought against an vadiMAP Indemnitee by a third party in connection with your or an Authorized User's use of the Subscription Services (other than any claim for which vadiMAP is responsible under **Section 7.1**) including but not limited to a claim that the use or provision of Data or your use of the Subscription Services infringe or misappropriate any Intellectual Property Rights or privacy rights of a third party, and will pay any costs attributable to such claim that are awarded in final judgment against or paid in settlement by vadiMAP.
- 7.6. **Conditions of Indemnification.** As a condition to the parties' respective obligations under this **Section 7**, the party seeking indemnification (the "Indemnitee") will: (i) promptly notify the other party (the "Indemnitor") of the claim for which it is seeking indemnification; (ii) grant the Indemnitor sole control of the defense and settlement of the claim; and (iii) provide the Indemnitor, at the Indemnitor's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim. The Indemnitor will not settle any claim that involves a remedy other than payment without the Indemnitee's prior written consent, which may not be unreasonably withheld or delayed. The Indemnitee has the right to retain counsel, at its expense, to participate in the defense or settlement of any claim. The Indemnitor will not be liable for any settlement or compromise that the Indemnitee enters into without the Indemnitor's prior written consent.

## 8. Confidential Information

- 8.1. **Exclusions.** The obligations and restrictions set forth in **Section 8.2** will not apply to any information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (b) is rightfully known by the receiving party at the time of disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party who has the right to disclose such information without breach of any confidentiality obligation to the disclosing party.
- 8.2. **Use and Disclose Restrictions.** A receiving party will not use the disclosing party's Confidential Information except as necessary for the

performance or enforcement of this Agreement, the exercise of any rights under this Agreement or reasonable internal business purposes and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement, the exercise of any rights under this Agreement or to other fiduciaries with a bona fide need to know for a party's internal business purposes; provided that each such employee, subcontractor and fiduciary is bound by a written agreement that contains use and disclosure restrictions consistent with the terms set forth in this Section. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party ordinarily uses with respect to its own confidential information and in no event less than a reasonable standard of care. The provisions of this **Section 8.2** will remain in effect during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement or after the destruction or disposal of the other party's Confidential Information, whichever is later. Please review vadiMAP's **Privacy Policy**, which also governs your use of the Subscription Services, for information on how we collect, use and share your information.

- 8.3. **Permitted Disclosure.** The provisions of this **Section 8** will not restrict either party from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request. The party responding to such an order or requirement will only disclose that information that is expressly required.

## 9. Limitation of liability

- 9.1. **Exclusion of Damages.** IN NO EVENT WILL VADIMAP BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, OPERATION OR PERFORMANCE OF THE SUBSCRIPTION SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT VADIMAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. **Total Liability.** VADIMAP'S TOTAL AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL NOT EXCEED THE TOTAL FEES PAID BY YOU IN THE TWELVE-MONTH PERIOD PRECEDING

THE CLAIM OR ACTION GIVING RISE TO THE LIABILITY HEREUNDER.

## 10. Term and Termination

- 10.1. **Agreement Term.** This Agreement commences on your first access or use the Subscription Services ("Effective Date") and, unless terminated earlier by either party in accordance with the terms of this Agreement, will continue for the term specified in the applicable Service Order or Service Proposal (the "Initial Term"). For clarity, if the Effective Date is not the first day of a calendar month, the Initial Term shall include the period of Subscription Term set forth in the Service Order or Service Proposal plus remainder of the calendar month that the Effective Date falls within and each subsequent Subscription Term shall begin on the first day of a calendar month. This Agreement shall automatically renew for additional periods equal to the expiring term or as otherwise set forth in the Service Order or Service Proposal (such additional periods, "Renewal Terms") unless either party notifies the other in writing of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The Initial Term and Renewal Terms are collectively referred to as the "Term", and each of the Initial Term and Renewal Terms is referred to as a "Subscription Term".
- 10.2. **Termination for Breach.** Either party will have the right to terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof; provided that notwithstanding the foregoing, the cure period for any default with respect to payment shall be five (5) business days.
- 10.3. **Effect of Termination.** Upon the expiration or termination of this Agreement: (a) your and your Authorized Users' right to access and use the Subscription Services will immediately terminate, and you and your Authorized Users will immediately cease all use of the Subscription Services; and (b) you will promptly destroy or return to vadiMAP all of its Confidential Information in your possession or control. vadiMAP may but is not required to: (i) retain Data after termination or expiration of this Agreement for the purpose of facilitating your reengagement of the Subscription Services, to derive anonymized statistics and/or for other internal business purposes related to the Subscription Services and (ii) destroy or otherwise dispose of any Data in its possession.
- 10.4. **Survival.** The rights and obligations of vadiMAP and you contained in **Sections 2.3, 2.4, 3, 4, 5, 6.2, 6.3, 7, 8, 9, 10.3, 10.4, 11, 12 and 13.**

## 11. Force Majeure

Neither party shall be liable for any alleged loss or damages resulting from any failure or delay in the performance of its obligations hereunder (except for the

payment of money) due to events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, riots, insurrection, fires, flood, storm, explosions, natural disasters, power outages, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

## 12. Third Party Terms

vadiMAP uses Google Maps, services provided by Google LLC ("Google"). The following links provide information on Google's terms and conditions and policies with which the parties must comply. By using the Subscription Services or agreeing to be bound by this Agreement, you agree to be bound by the Google Maps/Google Earth Additional Terms of Service:

([https://www.google.com/help/terms\\_maps.html](https://www.google.com/help/terms_maps.html))

and Google Privacy Policy:

(<https://www.google.com/intl/ALL/policies/privacy/index.html>).

vadiMAP uses Amazon Web Services ("AWS"). The following links provide information on AWS terms and conditions and policies with which the parties must comply. By using the Subscription Services or agreeing to be bound by this Agreement, you agree to be bound by the AWS Service Terms:

(<https://aws.amazon.com/service-terms/>)

and Privacy Notice:

(<https://aws.amazon.com/privacy/>).

### 13. General

This Agreement will be governed by and construed in accordance with the laws of the Province of Quebec, without regard to or application of conflict of laws rules or principles, and you submit to the non-exclusive jurisdiction of the courts located in Montreal, Quebec. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without vadiMAP's prior written consent, and any attempt by you to do so, without such consent, will be void. vadiMAP may freely assign or transfer this Agreement, in whole or in part, by operation of law or otherwise. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by electronic mail, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt or confirmation where noted, provided that any notices or other communications provided by vadiMAP under these Terms, including those regarding modifications to these Terms, may be given via email or by posting to the Subscription Services or on our website. Subject to the foregoing, all notices or approvals will be sent to the addresses set forth in the applicable Service Order or Service Proposal, or to such other address as may be specified by either party to the other in accordance with this Section. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement (including our Privacy Policy, all Service Orders, all Service Proposals and documents incorporated by reference) is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all prior agreements, proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and vadiMAP have executed a separate agreement governing use of the Subscription Services. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by vadiMAP and will be deemed null. In case of inconsistency among these Terms and any other policy or statement on our website, these Terms shall control. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

### 14. Contact Information

If you have any questions or concerns about this agreement, please contact us at:

info@vadimap.com  
vadiMAP  
800 rue Square-Victoria, Suite 2624  
Montreal, QC H3C 0B4  
Canada

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