



GENERAL TERMS OF SERVICE - MERINIO

September 28, 2026

General Terms of Service - Merinio

These Terms of Service govern the use of the Merinio software solution (the "Platform"), offered by Merinio Inc. ("Merinio")

The entity obtaining a subscription to the Platform is designated as the "Customer" and is contractually bound by these Terms of Service. The employees or officers of the Customer who have access to the administrative features of the Platform (supervisors, HR personnel) and the individuals accessing the Platform as end-users (shift employees) are designated as "Authorized Users". The Customer agrees to be bound by these Terms of Service and to ensure that the Authorized Users abide by the terms and conditions set forth herein. The individual accepting these Terms of Service on behalf of the Customer represents and warrants to Merinio that he or she is authorized to bind the Customer.

To the extent that the terms and conditions agreed upon between Merinio and the Customer by way of an Order Form (as defined below) expressly deviate from the terms and conditions set forth in these Terms of Service, the Order Form shall prevail.

1. Interpretation

1.1. Documents forming the Agreement

The Customer's use of the Merinio Services is governed by the following documents together forming the "Agreement":

- 1.1.1. Terms of Service: general terms and conditions applicable to all services offered by Merinio and govern access to the Platform;
- 1.1.2. Product Specific Terms: (where applicable) terms applicable to certain products and services offered by Merinio;
- 1.1.3. Customer Support Terms: Merinio's commitment with respect to technical support and product availability;
- 1.1.4. Acceptable Use Policy : Merinio's policy describing how the Customer and Authorized Users are expected to use the Merinio Services and prohibited actions;
- 1.1.5. Data Processing Agreement: agreement governing Merinio's processing of personal information;
- 1.1.6. Order Form: document stating the commercial details of the Customer's relationship with Merinio, including commitment dates and duration, annual entitlements, unit and overage rates, included products and add-ons, credits, included service hours and meetings, payment terms, any opt-out dates and the applicable version of the terms;

1.2. Definitions

In the Agreement, the following words and phrases used with a capital letter have the meaning

ascribed to them below:

- 1.2.1. "Affiliate" means an entity that controls Merinio, is controlled by Merinio or is under common control with Merinio.
- 1.2.2. "Analytics Data" means data recorded, generated or compiled in connection with Platform use that contains neither identifiable Customer Data nor Personal Information. Data derived from Customer Data qualifies only after lawful anonymization in accordance with applicable law and Section 4.7. Aggregated or pseudonymized Personal Information remains subject to the Data Processing Agreement.
- 1.2.3. "Authorized Users" means employees or subcontractors of the Customer who are authorized by the Customer to access the Platform and the Services.
- 1.2.4. "Confidential Information" has the meaning set forth in Section 9.1.
- 1.2.5. "Customer Data" means any information or data that is uploaded to the Platform by the Customer, or Authorized Users ;
- 1.2.6. "Documentation" means any documentation provided by Merinio describing the Platform features and facilitating the configuration of the Platform.
- 1.2.7. "Fees" means the fees payable by the Customer in consideration for the Services, as set forth in the Order Form.
- 1.2.8. "Hosting Provider" means a provider retained by Merinio to provide the hardware and software infrastructure necessary for the operation of the Platform and the hosting of the Platform and Customer Data;
- 1.2.9. "Incident" means an unplanned event or occurrence emanating from Merinio, the Platform or a Hosting Provider, which adversely and substantially affects the Platform or its use by the Customer or Authorized Users, subject to the exceptions set forth in these Terms of Service.
- 1.2.10. "Login Credentials" means a method, including a username and password, for a user to access a specific account on the Platform.
- 1.2.11. "Order Form" means, if applicable, the document describing and/or referencing the terms and conditions of the Services provided by Merinio to the Customer, as accepted via the signature of both authorized agents of the Customer and of Merinio.
- 1.2.12. "Personal Information" means information about an identifiable individual or information deemed personal information pursuant to laws and regulation governing privacy in Canada or any other jurisdiction where the Software as a Service is provided.
- 1.2.13. "Platform" means the software solution marketed under the Merinio trademark that is accessible from a web and/or mobile browser or other method designated by Merinio from time to time, including the software and hardware infrastructure necessary for its operation.
- 1.2.14. "Software as a Service" means access to the features offered by the Platform in accordance with these Terms of Service.
- 1.2.15. "Services" means all services offered by Merinio.

2. Services

2.1. Nature of Software as a Service

The Software as a Service includes access to the Platform's features and technical support provided under the Customer's subscription and the Merinio Product Terms and Conditions. Routine configuration services may be provided within the included service hours stated in the Order Form or under an accepted quote, in accordance with the Customer Support Terms. Ordinary support and bug fixes are separate from that allowance. Deployment is governed by the agreed package. Custom development or new features requested by the Customer remain at Merinio's discretion and are subject to supplemental terms or a signed statement of work.

2.2. Updates

The Platform may be updated from time to time and new features may be added to the Platform. Merinio will make such updates and new features available to the Customer at its sole discretion and makes no commitment regarding the development of future versions of the Platform. The Customer acknowledges that its subscription is not based on any promise of development of a future feature nor on any communication from Merinio regarding a future feature of the Platform. Merinio will use reasonable efforts to notify its customers in advance of any major update.

2.3. Third Party Services

The Software as a Service may include integrations with web services provided by third parties (other than Merinio or its Affiliates), accessible through the Platform and subject to the terms and conditions of such third-party providers. These services are not part of the Platform or the Merinio Software as a Service offering. Merinio makes no commitment regarding the availability and operation of third-party services.

2.4. Mobile Applications

The download and use of mobile applications provided from time to time by Merinio are subject, in addition the Agreement, to the terms and conditions governing the Apple App Store and the Google Play Store and the terms and condition applicable to the operation of mobile devices. The Customer is responsible for compliance with such terms and conditions by all Authorized Users. Usage of Merinio mobile applications use may be subject to an end-user licence agreement.

2.5. Login Credentials

The Customer is responsible for maintaining control and security over the Login Credentials and shall be solely responsible for any action taken under the Login Credentials of Authorized Users whether or not such access or use is authorized by the Customer.

The Customer agrees to promptly notify Merinio if a Login Credential is compromised or if the Customer has reason to believe that a Login Credential may be used in an unauthorized manner.

2.6. Roles and permissions

Customer may attribute roles and permissions to Authorized Users. Customer is solely responsible for properly configuring the roles and permissions on the Platform and to perform any required verifications. Merinio shall not be responsible for the accidental disclosure of certain information to Authorized Users due to an incorrect configuration of access permissions by the

Customer.

2.7. Permitted use

The Customer and Authorized Users shall use all Services in compliance with the Acceptable Use Policy.

2.8. Monitoring and Audit

- 2.8.1. Merinio is authorized to monitor and/or audit the Customer's and Authorized Users' use of the Platform for the purpose of ensuring compliance with the terms and conditions of this Agreement, including by collecting information to determine whether the Customer is complying with the usage limits applicable to the Customers' subscription. Such monitoring and/or auditing may be performed by Merinio or by a third party retained by Merinio at its expense. Any person retained by Merinio to participate in monitoring or auditing shall agree in writing to confidentiality obligations at least as stringent as those set forth in these Terms of Service with respect to Customer Confidential Information and Customer Data. Any monitoring of the activities of Authorized Users will be for the sole purpose of ensuring compliance with the terms of this Agreement. Merinio will not provide the Customer with any information regarding the use of the Platform for employee monitoring purposes.
- 2.8.2. In the event that Merinio's audit or monitoring reveals a breach of the terms of this Agreement, Merinio will notify Customer in writing as soon as practicable, at which time Customer will be given an opportunity to cure the alleged breach within a reasonable time as determined by Merinio based on the severity of the breach, failing which Customer will be deemed in default and Merinio may suspend access to the Platform for all or some of the Authorized Users only and take such remedies as are available to it under the Agreement.
- 2.8.3. A breach of the terms and conditions of this Agreement, could result in Merinio suspending access to the Platform for all or some of the Authorized Users without notice (subject to informing Customer as soon as possible) when such breach results in a risk to the integrity or security of the Platform or the data hosted on the Platform or if Customer violates Merinio's intellectual property rights.

3. Responsibility for Operations carried out on the Platform

The Platform allows certain operations to be carried out that relate to the Customer's management of its human resources. The Customer is solely responsible for fulfilling its own obligations via the Platform. In particular:

- 3.1.1. the Customer is solely responsible for the enforceability or validity of any communication or notice transmitted through the Platform.
- 3.1.2. the Customer is solely responsible to determine the suitability of any document templates made available on the Platform and the use of such template is at the Customer's sole discretion.

- 3.1.3. the Customer is solely responsible for all business decisions taken based on information obtained through the Platform.

4. Customer Data

4.1. Hosting Provider

The Customer agrees that the Platform and Customer Data may be hosted by third parties. Hosting-provider selection, changes and processing locations for Customer Personal Information are governed by the Data Processing Agreement and its Subprocessor Register, subject to any more restrictive commitment in the Order Form. This section does not independently authorize a new provider or processing country.

4.2. Security

Merinio shall select Hosting Providers that offer industry standard security measures and that commit in writing to Merinio to maintain the confidentiality of Customer Data and to use Customer Data only for the purposes necessary to provide the hosting services agreed upon with Merinio.

Merinio will implement industry standard technical and organizational security measures to ensure that Customer Data is protected against unauthorized disclosure.

4.3. Backup

Merinio will instruct its Hosting Provider to make backup copies of the Customer Data at reasonable intervals in compliance with industry standards. Any specific agreement in this regard shall be documented in the Order Form.

4.4. Ownership

Merinio does not claim any ownership rights to the Customer Data and acknowledges that no assignment of the Customer's rights in and to the Customer Data in favour of Merinio is made under this agreement. Merinio undertakes not to use the Customer Data other than to the extent necessary to provide the Software Services, as provided in these Terms of Service, or after having been duly authorized to do so by the Customer.

4.5. License on Customer Data

The Customer grants Merinio a non-exclusive, universal and royalty-free license to reproduce, use and modify the Customer Data only to the extent necessary to provide the Services, and as provided in the Agreement.

4.6. Customer Data Warranty

The Customer represents and warrants to Merinio that it is authorized to upload the Customer Data to the Platform and that any operations that the Customer, the Authorized Users or Merinio (to the extent authorized under the Agreement) may perform on the Customer Data will not infringe on the rights of third parties or constitute a violation of applicable law. The Customer acknowledges that it is responsible for the actions of Authorized Users in relation to the Customer Data that they upload to the Platform.

4.7. Analytics Data

Merinio Processes identifiable Customer Data only to provide, secure and support the Customer's Services in accordance with the Customer's instructions and the Data Processing Agreement. Product improvement, cross-customer comparisons and the training or development of Merinio's models or algorithms may use only data lawfully anonymized so that it no longer constitutes Personal Information under applicable law. Merely aggregating, masking or pseudonymizing information does not make it anonymous. Merinio will not attempt to re-identify anonymized data. Any internal model training using identifiable Customer Data requires the Customer's separate, express written authorization and all other authority required by applicable law; this Agreement alone does not grant that authorization.

Subject to the preceding restrictions, Analytics Data may be used for the following purposes:

- 4.7.1. Improving the Platform's features;
- 4.7.2. Providing technical support and improving technical support;
- 4.7.3. Training and development of algorithms;
- 4.7.4. Auditing of the security of the Platform and the integrity of the Customer Data; e)
Identifying of trends and creating comparative analyses (without reference to a specific Customer);

4.8. Personal Data

Merinio's and the Customer's obligations concerning Personal Information are set forth in the Merinio Data Processing Agreement.

5. Intellectual Property

No intellectual property is assigned by virtue of the agreement between the Customer and Merinio and the Customer may not claim any intellectual property ownership rights in or to the Platform, the content accessible through the Platform (except Customer Data), the Documentation or the Services. Merinio reserves all its rights with respect to the Platform, all Platform components, all content available through the Platform (except Customer Data), the Documentation and the Services. Except end-user licenses applicable to mobile applications, the Customer is not granted a license in or to any software program under these Terms of Service.

6. Feedback

If the Customer or an Authorized User communicates with Merinio about improvements and modifications to the Platform or other Merinio products and services ("Feedback"), the Customer acknowledges that: (i) Merinio has no obligation of confidentiality, express or implied, with respect to the Feedback (except regarding information otherwise deemed confidential hereunder) ; (ii) Merinio is entitled to use or disclose (or choose not to use or disclose) the Feedback for any purpose whatsoever, in any manner whatsoever, on any medium whatsoever, anywhere in the world; (iii) Merinio may already have considered or be developing the same or similar elements to those mentioned in the Feedback; and (iv) no remuneration or compensation will be paid by Merinio in consideration of the Feedback.

7. List of Customers

The Customer authorizes Merinio to display its name, trademark and logo on a website and on any other material promoting the Platform for the sole purpose of identifying the Customer as a user of the Platform. This authorization is subject to the Customer's reasonable requirements regarding the use of its trademarks and logos and may be withdrawn by written notice at any time.

Merinio will be given a reasonable time to respond to the withdrawal of authorization and will have no obligation with respect to printed material already in circulation and materials no longer under its control.

8. Fees and Billing

8.1. Fees

The Customer agrees to pay Merinio the Fees set forth in the Order Form in compliance with any payment terms set forth in the Order Form or in Product Specific Terms, where applicable. Unless expressly agreed otherwise in the Order Form, annual fees are invoiced in advance and invoices are payable within 30 days of issue. Where monthly payment is agreed, the 20% premium applies only to license and add-on fees after discounts; it does not apply to communication credits or one-time work. Monthly payment does not shorten the commitment period. Overage invoices are governed by the Merinio Product Terms and Conditions.

8.2. Taxes

The Fees do not include applicable taxes, including sales, value-added, goods and services, special and harmonized taxes.

The Customer is responsible for all applicable taxes arising from or resulting from its subscription to the Platform or the provision of the Software Services except taxes levied on the income of Merinio and its Affiliates. To the extent that Merinio charges such taxes, they are calculated using the applicable tax rates based on the billing address provided by the Customer. These amounts are in addition to the Fees and will be charged to the Customer. If the Customer is exempt from paying taxes, the Customer must provide proof of such exemption. Any tax exemption will only apply from the date on which Merinio is satisfied with the satisfactory proof of exemption, in its sole discretion. If Merinio does not charge taxes, Customer is responsible for determining whether taxes are due, and if so, for remitting any applicable taxes to the appropriate tax authorities in its jurisdiction.

8.3. Suspension of services

If the Fees are not paid when due, Merinio will send a written notice to the Customer and may suspend the Software Services and access to the Platform 10 days after receipt of this notice if the Customer does not pay all Fees due in full.

8.4. Interest

Any amount payable to Merinio and not paid 30 days after the due date bears interest at an annual rate of 18%, compounded monthly.

9. Confidentiality

9.1. Confidentiality

Merinio undertakes to keep information of a confidential nature (including Customer Data) to which it may have access in the course of providing the Software Services (the "Confidential Information"), in strict confidence. To this end, Merinio undertakes to apply the same standards of care and diligence to the preservation of Confidential Information as it applies to the preservation of the confidentiality of its own confidential information. The Customer acknowledges that Customer Data will be disclosed to Hosting Providers and other service providers of Merinio to the extent necessary to perform the Software Services in accordance with this Agreement.

9.2. Exceptions

Merinio's obligations with respect to Confidential Information do not apply to any information:

- 9.2.1. Which becomes public knowledge through no fault of Merinio;
- 9.2.2. Which was already known to Merinio before it was disclosed by the Customer; c)
Which is developed independently by Merinio;
- 9.2.3. Which is disclosed to Merinio by a third party who is not bound by an obligation of confidentiality to the Customer;

9.3. Permitted disclosure

Merinio may disclose and/or use the Confidential Information if it is compelled to do so by an order of a court or competent authority in accordance with applicable law, provided that reasonable steps have been taken, if possible, to notify the Customer of such forced disclosure or use and to allow the Customer to take appropriate steps to protect the Confidential Information.

10. Limited Warranty

10.1. Conventional warranty

Subject to the terms of this warranty, Merinio warrants to Customer that the Platform will perform in all material respects in accordance with the Documentation provided to Customer. Upon receipt of notice from Customer that the Platform is not performing substantially as set forth in the Documentation (a "Defect"), Merinio will replace or repair the Platform at its expense to correct the Defect. If Merinio determines, in its sole discretion, that the Defect cannot reasonably be corrected, Merinio may terminate Customer's subscription to the Platform or to the features affected by the Defect and refund any Fees paid in advance by Customer for periods during which Customer did not have access to the features compromised by the Defect. The foregoing is Customer's sole and exclusive remedy and Merinio's sole obligation under this warranty. This warranty does not cover, among other things, damages that may be suffered by the Customer as a result of a Defect, including the failure to obtain expected results from using the Platform.

This warranty is for the benefit of the Customer only and does not extend to Authorized Users or any other person.

10.2. No Implied Warranty

With the exception of the conventional warranty provided herein, the Platform and the Software as a Service are provided by Merinio "as is" and without any warranty, express or implied. The parties acknowledge that any warranty provided by law that may be disclaimed by contract is hereby excluded. Notwithstanding the conventional warranty provided for herein, Merinio does not warrant (a) that the Software as a Service will be rendered in an uninterrupted, secure, error-free, accurate and complete manner, (b) that the Customer will obtain any results following the use of the Platform or the Software as a Service.

11. Limitation of Liability

11.1. Nature of the contract

The parties acknowledge that Merinio's obligation hereunder does not include any obligation to provide advice with respect to the suitability of Merinio's Services for the Customer's business or any commitment regarding the results obtained by the Customer by using Merinio's products and services. The Customer is responsible for ensuring that the Merinio services procured by the Customer are adequate for its needs.

11.2. Exclusion of certain damages

Subject to any public policy limitations provided by law that cannot be waived by contract, Merinio disclaims any liability for any indirect or consequential damages, including punitive, incidental or special damages, arising out of the Services, the Customer's or Authorized Users' use of the Services, or Merinio's failure to provide the Services, whether such liability is based on contract, tort, negligence, strict liability or any other legal theory, even if Merinio has been advised of the possibility of damages that may be caused to Customer by the Services or by any interruption or suspension of the Services.

Without limiting the generality of the foregoing, the parties exclude Merinio's liability for damages for loss or corruption of data, loss of profits, loss of business opportunities, failure to realize expected savings, cost of replacement goods and services, fees and expenses of consultants or legal advisors. The Customer agrees that Merinio will not be liable for damages caused directly or indirectly by the Customer's business decisions based on data obtained through the Services, even if such data is erroneous due to a defect in the Platform.

11.3. Monetary limitation

Subject to the limitations of public order provided for by law that cannot be set aside by contract, Merinio's liability based on the present contract will be limited to a sum equal to the Fees paid by the Customer during the 12 months preceding the occurrence giving rise to liability.

12. Indemnification

12.1. By the Customer

The Customer agrees to indemnify, defend and hold harmless Merinio and its directors, officers, employees, shareholders, consultants and Affiliates (collectively the "Merinio Indemnitees") from and against any and all third party claims brought against any of the Merinio Indemnitees

(including, without limitation, any direct or indirect costs, losses, liabilities, fines, judgments, costs, interest, penalties or expenses, including reasonable disbursements and fees of their legal counsel, which they may incur as a result of any such claims) arising from:

- 12.1.1. the use of the Services by the Customer or an Authorized User in violation of these Terms of Service or any other agreement between Merinio and the Customer;
- 12.1.2. the authorized use of Customer Data by Merinio;
- 12.1.3. the failure of the Customer to comply with its obligations with respect to the protection of Personal Information;
- 12.1.4. the violation by the Customer or its personnel of any applicable law or regulation;
- 12.1.5. gross negligence or intentional acts of a member of the Customer's personnel.

12.2. By Merinio

Merinio agrees to indemnify, defend and hold harmless the Customer and its directors, officers, employees and shareholders (collectively the "Customer Indemnitees") from and against any third party claims brought against any of the Customer Indemnitees (including, without limitation, any direct or indirect costs, losses, liabilities, fines, judgments, costs, interest, penalties or expenses, including reasonable disbursements and fees of their legal counsel, which they may incur) arising from an alleged infringement of an intellectual property right existing in Canada by the Platform or the Software as a Service, except if such infringement results from the use of the Platform with a product not provided or approved by Merinio, any unauthorized use of the Platform or use contrary to Merinio's instructions, a trial or "beta" functionality, any modification of the Platform by a person not authorized by Merinio.

12.3. Preventive measures

If Merinio determines or reasonably suspects that the Platform may infringe the intellectual property rights of a third party, Merinio may, at its option: (a) procure the right to continue to provide the Platform to the Customer, (b) replace any potentially infringing element with another non-infringing functionally equivalent element, or (c) immediately suspend the Customer's access to any potentially infringing element of the Platform and reimburse the Customer for the Fees paid in advance associated with such element.

12.4. Conditions

In order to benefit from the provisions of this indemnification section, the party seeking indemnification must promptly notify the indemnifying party in writing no later than ten (10) days after the party seeking indemnification becomes aware of a claim or reasonably should become aware of a claim. The indemnifying party shall then be at liberty to conduct the defense of such claim and to retain counsel reasonably acceptable to all parties, but shall not settle or make any admission of liability without the consent of the indemnified party, who shall not unreasonably withhold consent.

13. Duration and Termination

13.1. Duration of the contract

These Terms of Service remain in effect for as long as the Customer or Authorized Users use the Platform.

The initial subscription term and dates are stated in the Order Form. Unless expressly agreed otherwise in that Order Form, the subscription then renews automatically for successive one-year terms unless either party gives the other written notice of non-renewal at least 30 calendar days before the end of the initial term or any renewal term. Non-renewal takes effect at the end of the current term. At least 60 calendar days before each expiry date, Merinio sends the Customer a notice stating the renewal date, proposed prices and quantities, and the deadline and procedure for non-renewal. Merinio also provides any additional notices and cancellation methods required by applicable law, using the prescribed timing and delivery methods. Those mandatory requirements prevail over the general notice provisions of this Agreement. For comparable scope, renewal license and add-on fees are the greater of the catalog rate applicable on the renewal date and 105% of the previous contractual rate, subject to an exception negotiated in writing. The comparison uses equivalent products, quantities, inclusions and payment terms, without adding a second 5% increase to the catalog rate. Signed price freezes and special arrangements remain applicable. On expiry of a freeze, the then-applicable rate is used without an unagreed compounded catch-up. If notice is late, the parties agree in writing to an appropriate extension of the decision period before changed prices apply.

13.2. Termination by the Customer

The Customer commits to paying all applicable fees set forth in the Order Form for the commitment duration set forth in the Order Form. If the Customer wishes to terminate its subscription to the Services during the commitment period, the Customer must pay all applicable fees for the entire duration of the committed period. This payment obligation is subject to any opt-out right expressly stated in the Order Form and other applicable remedies. For a Proof of Value offer with an opt-out, the Order Form specifies fixed calendar opt-out dates and invoice dates and amounts; the first opt-out cannot take effect before the end of month three. The Customer exercises the option by written notice at least 15 days before the applicable date. Timely notice ends the agreement on that date and stops scheduled fees for subsequent periods. Deployment fees are invoiced in full on the initial invoice; only license and communication fees may be spread across the agreed dates. Without timely notice, the agreement continues and the scheduled invoice is issued according to that calendar; completion of a deliverable neither triggers nor postpones those dates.

Insofar as applicable, the parties expressly exclude Articles 2125 to 2129 of the Civil Code.

13.3. Termination by Merinio

Merinio may terminate the Customer's subscription and stop providing the Services immediately if the Customer fails to comply with his obligations under this contract and does not remedy such failure within 10 days of a written notice stating the default.

13.4. Survival

The obligations of the parties with respect to intellectual property, confidentiality, limitation of liability, indemnification and fees owed to Merinio, as well as obligations which by their nature should survive the termination of the agreement, shall continue to apply notwithstanding the termination of the agreement.

13.5. Transition

Upon termination of this Agreement for any reason, Merinio will allow the Customer to download the Customer Data hosted through the Platform (excluding any Analytics Data) using the export features included in the Platform for a period of thirty (30) days. At the end of this period, Merinio may destroy the Customer Data without further notice. The Customer will be responsible for providing a technological infrastructure capable of receiving the Customer Data, if applicable.

14. General Provisions

14.1. Priority

The parties agree that this Agreement (including the Order Form, if any) shall supersede any prior agreement between the parties with respect to the Services (or services substantially similar to the Services) to the Customer, except for any confidentiality agreement which shall remain applicable.

14.2. Notice

Any notice required or permitted to be given under this Agreement shall be in writing by means of a message delivered in person, in which case the notice shall be deemed to have been received on the day of delivery, or sent by email to the email address of the other party, in which case it shall be deemed to have been received on the next business day after it is sent. The parties are free to change their e-mail addresses by providing written notice to the other party in accordance with this section. Any notice timing, delivery method or non-renewal mechanism required by applicable law prevails where it differs from this section.

14.3. Applicable law

This Agreement (including all instruments incorporated by reference) shall be governed in all respects by, and construed in accordance with, the laws in force in the Province of Quebec, including the laws of Canada applicable therein, including any question as to its validity or enforcement.

14.4. Dispute Resolution

The parties agree to choose the judicial district of Montreal, Province of Quebec, to the exclusion of any other judicial district that may have jurisdiction, as the exclusively appropriate venue for the institution and hearing of any legal proceedings relating to this contract.

14.5. No Waiver

The failure of a party to exercise its rights under this agreement, or the delay in exercising them, shall not constitute a waiver by that party of any right. Any waiver of a right under this Agreement

shall be effective only if made expressly and in writing.

14.6. Modification

The version of these Terms of Service accepted by the Customer governs the current commitment period. Substantial changes for a subsequent period require the Customer's express written acceptance, which may be recorded in an Order Form identifying the revised version. Merinio will provide proposed substantial changes at least 60 days before the renewal date. Silence, continued use or automatic renewal does not constitute acceptance of those changes. If they are not accepted, the existing version continues to govern any renewal unless either party validly elects non-renewal under the Agreement. Merinio may make a narrowly limited change during a commitment only to the extent objectively necessary to comply with applicable law or address a material security risk. Merinio will explain the reason, scope and effective date in writing at least 30 days beforehand where practicable, or as soon as practicable if urgent action is required. This exception does not authorize changes to fees, commitment periods, liability allocations or data-processing purposes or locations, or a material reduction of the Customer's rights. The DPA's amendment and acceptance requirements remain applicable. Renewal pricing remains governed by the Agreement's renewal provisions.

14.7. Independence of provisions

To the extent possible, each provision of this Agreement shall be construed so as to be enforceable and valid under applicable law, but in the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason under applicable law or regulation in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity of the remaining provisions of this Agreement.

14.8. Assignment

The Customer may not assign or otherwise transfer any of its rights and obligation under this Agreement without the prior written consent of Merinio which shall be at Merinio's sole discretion.

Merinio may assign its rights and obligations under these Terms of Service and any other agreement governing Customer subscription to the Services in connection with the sale of its business.