

LOGILYS SOFTWARE AND/OR SERVICE LICENCE AGREEMENT (“SLA”)

THESE GENERAL TERMS AND CONDITIONS OF USE FOR SOFTWARE AND/OR SERVICES CONSTITUTE AN AGREEMENT BETWEEN YOU (INDIVIDUAL OR LEGAL ENTITY, HEREINAFTER THE “CUSTOMER”) AND LOGILYS INC.

USE OF LOGILYS SOFTWARE AND/OR SERVICES IS OPTIONAL.

BEFORE USING OR INSTALLING (IF APPLICABLE) LOGILYS SOFTWARE AND/OR SERVICES, PLEASE READ AND ACCEPT THE TERMS OF THE LICENCE AGREEMENT BELOW (HEREINAFTER THE “SLA”). IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT USE LOGILYS SOFTWARE AND/OR SERVICES.

THIS LICENCE AGREEMENT APPLIES TO CUSTOMERS FROM THE EFFECTIVE DATE AND REPLACES THE PREVIOUS AGREEMENT.

PREAMBLE

LOGILYS INC. is a legal entity governed by Quebec’s *Business Corporations Act* with its head office at 217 Avenue Léonidas Sud, Door 13, Rimouski, Quebec, G5L 2T5; (hereinafter “**Logilys**”);

Prodon, Proloc, Prolys, JeDonneEnLigne/IMakeAnOnlineDonation, JeMinscrisMaintenant/IRegisterNow, PubliCourriel/EmailBlast, LogiCloud, SolliPro, SolliTel, and ProDoc are Software and/or services provided by Logilys.

The Customer, after having been informed of the possibilities, the purpose, the features, the standard character and the operating mode of the Software and/or services identified in the proposals, and after having been shown the Software and/or service, has decided to use it.

The Customer acknowledges that it has received all the information and advice required to understand Logilys’s proposal and that it has verified that the Software and/or services meet its needs.

The Customer is responsible for ensuring that:

- a) the Software and/or services suit its needs, in particular based on the information found in the Documentation supplied to it;
- b) it has the necessary skills to access the Services and use the Software and/or services;
- c) it has a network infrastructure of sufficient size to use the Software and/or services in accordance with Logilys’s requirements.

The Customer is responsible for verifying the results obtained using the Software and/or services as per industry standards. This Agreement sets out the rights and obligations of the Parties with respect to the use of the Software and/or services. Any access to and/or use of the Software and/or services implies knowledge and unconditional and irrevocable acceptance of the SLA.

1 DEFINITIONS

“Anomaly” means, depending on the maintenance services subscribed to, a malfunction of the Software and/or services, whether reproducible by Logilys or not, preventing its use in accordance with the Documentation.

“Canada’s CPI” means the change in the overall consumer price index published monthly by Statistics Canada and covering a 12-month period.

“Customer” means an individual or legal entity that has entered a project with Logilys to access the Services and use the Software and/or services, and who has accepted the SLA.

“Documentation” means the description of the features of the Software and/or services and the associated user manual. Documentation is provided in electronic form.

“Installation Date” means the date on which the Software and/or service is activated by Logilys. The Customer has access to the Software and/or service from that date.

“Intended Purpose” means the use for which the Software and/or services have been designed.

“Login” means the username and password specific to each User.

“Operating Platform” means all the Customer’s hardware, Software and/or services, operating systems, databases and environment on which the Software and/or service will be used.

“Professional Services” means installation, training or any other Professional Services to be provided to the Customer by Logilys, including but not limited to:

- installation, set-up or configuration of Software and/or services;
- change of name and/or logo and/or Web address (URL);
- migration or reinstallation of a licence;
- any analysis, configuration or office work;
- any custom development or adaptation of Software and/or services;
- any training or assistance outside the scope of the “SC”;
- any Webinar training;
- any online training (video or other);
- any data transfer.

“Project” means the proposal and any related documents, the purchase order and the SLA.

“SC” or “ASC” means the maintenance and/or support and update services for the Logilys Software and/or services. You can read the statement of services at https://doc.logilys.com/politiques/Service_Contract.pdf

“Services” means “SC” maintenance services and Professional Services;

“SLA” means the Logilys Software and/or service licence Agreement.

“Software and/or service” means all the features of one or more programs or websites and their Documentation, designed by Logilys to be supplied to the Customer. This refers to the current version of the Software and/or service available at the time of installation and any subsequent updates.

“Subscription” means that the Customer uses the Software and/or service on a subscription basis. A licence to use the Software and/or service is granted to the Customer for as long as the Subscription is valid.

“Supervisor” means the person appointed by the Customer from among its Users to manage rights and access to the Software and/or service and who has the rights to access administration functions.

“User” means an individual trained in the use of and having access to the Software and/or service.

2 PURPOSE

This SLA sets out the terms and conditions of use of the Software and/or service.

3 EFFECTIVE DATE – DURATION – RENEWAL

3.1 The SLA and the Service Contract (“SC”) come into force on the date the Customer signs the purchase order.

3.2 For Subscription Customers, the SC is concluded for a period of (1) year from the Installation Date unless otherwise stipulated. The SC is automatically renewed thereafter every (1) month (for as long as the Subscription is in effect),

unless either Party notifies the other in writing, at least sixty (60) days before the expiration of the initial period or the renewal period then in effect, of its intention not to renew the Agreement.

For other Customers, the SC is concluded for a period of one (1) year from the Installation Date unless otherwise stipulated. The SC is automatically renewed thereafter for a period of one (1) year, unless either Party notifies the other in writing, at least sixty (60) days before the expiration of the initial period or the renewal period then in effect, of its intention not to renew the Agreement.

To cancel a Subscription or the SC, written notice of cancellation must be sent to Logilys at least sixty (60) days in advance and at least sixty (60) days before the expiration of the initial period or the renewal period then in effect. The Customer expressly waives its right of termination in accordance with articles 2125 et seq. of the *Civil Code of Québec*.

3.2 Failure to pay a Logilys invoice related to the Software and/or service, SC, Subscription and/or Services may result in termination of the SC, SLA and Subscription.

4 TERMINATION OR END

4.1 If the Customer terminates a Subscription, the SC and/or the SLA, or if Logilys terminates any of these due to a default on the part of the Customer, Logilys will not be required to reimburse any sums it has collected. The following cancellation conditions apply:

- All invoiced fees related to services already rendered to the Customer remain payable (i.e., fees related to the Software and/or service and fees related to the Services).
- All fees related to the Software and/or service to be rendered according to the term (commitment period) will be invoiced and payable as cancellation fees.

4.2 Termination takes effect sixty (60) days after the date of the first notification by the Customer, on the termination date requested by the Customer or on the expiration of the initial term or the renewal period then in progress, whichever is later. Termination results in the immediate suspension of all Customer access to the Software and/or service provided by Logilys subject to section 6.3.

4.3 Survival: Sections 4.3, 5.1, 6.3 to 6.12 and 14.3 and articles 7, 13, 15, 16, 17, 18, 19, 20 and 21 will survive termination of the SLA for any reason whatsoever.

5 SOFTWARE AND/OR SERVICE ACCESS CONDITIONS

5.1 For some Logilys software, the Customer is authorized to host the software's Operating Platform on its premises or with the IT service provider of its choice, at its own risk. Logilys cannot be held liable for any consequences arising from the Customer's decisions regarding the hosting of the Operating Platform.

5.2 The number of authorized Users is specified in the purchase order. Each User has their own Login (code and password). Software access is managed by the Supervisor or their delegates.

6 RIGHTS OF USE

6.1 Due to its technical nature and complexity, the right to use the Software and/or service is granted by Logilys to the Customer for the duration of the SC, subject to section 6.3.

6.2 Use of the Software and/or service is subject to payment by the Customer of the invoices related to the Software and/or service.

6.3 Some Logilys software is available as a "perpetual licence" and can be installed on the software's Operating Platform on the Customer's premises or at an IT service provider of the Customer's choice. The Customer will retain access to the software even if the SC is terminated, but certain features related to online services will cease to function and may produce Anomalies. Logilys offers no guarantee that the Software will function properly. The use of the Software is at the Customer's own risk.

6.4 Since access to the Software and/or service is controlled by the Customer, Logilys cannot be held responsible for any loss or damage resulting from access to the Software and/or service by a User or a third party.

6.5 The Customer undertakes to protect and keep confidential and private all usernames or any other information enabling access to the Software and/or service. The Customer acknowledges and agrees that this information must remain confidential and must not under any circumstances be divulged to a third party. The Customer is solely responsible for the information communicated to it by the Supervisor or by Logilys for the purpose of gaining access to the Software and/or service. The Customer assumes responsibility for any operations carried out with the above information. The Customer acknowledges that it is responsible for the secure storage and non-disclosure of such information and for any consequences arising from the disclosure or use of confidential information by third parties.

6.6 The Customer undertakes, on its own behalf and on behalf of the Users it has designated, to immediately inform Logilys of any use of Software and/or service access codes it deems to be fraudulent.

6.7 The Customer acknowledges that it is solely responsible for all access to the Software and/or service, including any violation of the terms by Users. The Customer agrees to comply with the terms of the SLA, any terms of which the Customer should be aware when using the Software and/or service and all applicable laws. The Customer also acknowledges that Users must comply with the same terms.

6.8 The Customer agrees to use the Software and/or service according to the terms of the SLA and the recommendations and instructions for use, safety and proper operation included in the Documentation supplied to the Customer. The Software and/or service must be used only for its Intended Purpose and for the Customer's needs, within the limit of the specified number of Users.

6.9 The Customer agrees to indemnify and hold harmless Logilys, its affiliates and its agents from any liabilities and expenses arising from any violation of the SLA by the Customer, its Users or any person using the Software and/or service.

6.10. The Customer acknowledges that it is not allowed to post, transmit or otherwise distribute any information that constitutes a criminal offence, that encourages conduct that constitutes a criminal offence or that may give rise to civil liability claims; to use the Software and/or service in an illegal manner or in a manner that would prevent, in any way whatsoever, other users from accessing or using the Software and/or service; to engage in spamming, i.e., sending unsolicited emails, sending inappropriate messages to groups, sending misleading marketing messages, sending mass mailings or any other misuse of mail servers; to post or transmit any information that contains a virus, Trojan horse, worm or other harmful or disruptive element; to upload, download, post, publish, retrieve, transmit, reproduce or distribute, in any way, information that is confidential or protected by copyright, or other intellectual property rights, without the permission of the right holder; that is libellous, obscene or contains child pornography, hate speech or illegal material; or that constitutes an invasion of privacy or identity theft; or that contains unauthorized linking or framing.

6.11. The Software and/or service belongs to Logilys, its affiliates or its suppliers of software components and/or services and is protected by the provisions of the Intellectual Property and Copyright Code as well as international treaties on the subject. The Customer acknowledges that it must treat the Software and/or service as any other copyrighted item.

6.12. The Customer is expressly prohibited from:

- Using the Software and/or service or Documentation in any way whatsoever for the purpose of designing, producing, distributing or marketing a similar, equivalent or substitute Software and/or service;
- Making the Software and/or service or Documentation directly or indirectly available to a third party, in particular by rental, transfer or loan, even free of charge, or to entrust it to any service provider whatsoever for outsourcing purposes, unless Logilys has given prior written consent;
- Use the Software and/or service or Documentation for any purpose not authorized by LOGILYS.

7 INTELLECTUAL PROPERTY

7.1 Logilys declares that it holds all intellectual property rights required to conclude the SLA.

7.2 The Customer acknowledges that the Software and/or service (including but not limited to the source code, the structure, the organization) is a valuable, confidential trade secret of Logilys or its suppliers and that all the source code, libraries, executables and other files of Logilys (hereinafter the "Files") remain the exclusive property of Logilys or the licensed third-party suppliers who are usually identified.

Accordingly, the Customer agrees not to modify the Software and/or service or attempt to decompile, disassemble or reverse engineer it, or otherwise attempt to discover the source code of the Software and/or service. The Customer further acknowledges that it is prohibited from distributing any such files (including the source code and other non-executable Logilys files).

7.3 Nothing in the SLA authorizes the Customer to derive the source code of files supplied to it solely in executable form, or to reproduce, modify, adapt, translate, use or distribute the source code of such files.

7.4 The SLA does not grant any intellectual property rights with respect to the Software and/or service or any third-party components licensed to Logilys and supplied with the Software and/or service. As such, the right of use granted by Logilys under the SLA does not entail any transfer of intellectual property to the Customer.

7.5 Logilys reserves all rights not expressly granted to the Customer in this "SLA." The Software and/or services are protected by international copyright and intellectual property treaties. Ownership rights, copyrights and other intellectual property rights to the Software and/or services are the exclusive property of Logilys. The software is not sold, but licensed. This Licence does not grant the Customer any rights to the trademarks or service marks owned by Logilys.

8 SUPPORT CENTRE AND UPDATES

For the duration of the SC, the Customer will have access to and be able to install any updates to the Software and/or service. In addition, Logilys will provide the Customer with support and maintenance services for the Software and/or service.

9 ADDITIONAL SERVICES

The SLA does not cover additional services recommended by Logilys or requested by the Customer to meet its specific needs. For example, consulting and/or training services will be the subject of a separate proposal between the Customer and Logilys.

10 COOPERATION

To ensure the successful delivery of this service, the Customer agrees to:

- consult the Documentation before making any service request;
- provide Logilys with any information it requests for the purpose of understanding and resolving the Anomalies encountered;
- appoint a competent contact person within the company to deal with Anomalies, and ensure that this person is available to Logilys for the duration of services;
- facilitate access by Logilys personnel to its Operating Platform, as required;
- install and administer its networks and any hardware and applications not supplied by Logilys.

11 PRICE

11.1 The cost for the Customer's right to use the Software and/or service, the SC fee (if applicable) and the terms and conditions will be set out in the proposal, and invoicing will commence once the purchase order has been signed.

11.2 In keeping with Logilys's annual price adjustment policy, prices are reviewed annually on January 1. The base monthly payments of the initial proposal, if any, remain valid for a period of 12 months unless otherwise indicated. Transaction fees and other charges are revised on January 1 of each year.

11.3 Logilys's prices may vary depending on changes in costs and economic circumstances. Price adjustments may vary from one product to another.

11.4 Where possible, Logilys will try to limit price adjustments to no more than Canada's CPI plus 4 percentage points.

11.5 Although prices are unlikely to be adjusted during the course of the year, circumstances beyond Logilys's control may require such adjustments to ensure that we can continue to offer the best products and services at all times.

11.6 Changes in the service offering may also influence pricing.

11.7 No notice is sent to Customers regarding annual price adjustments. However, if there are any changes to the service offering, Logilys will notify the Customer by any suitable means.

12 TERMS OF PAYMENT

12.1 Invoices will be issued and payable on receipt using the payment method(s) available in the country:

- Canada:
 - Direct debit;
 - Bank transfer;
 - Cheque (only for Customers without a Subscription).
- France and European countries:
 - International bank transfer;
 - Stripe.

Logilys reserves the right to change the payment methods it accepts and will notify the Customer of such changes by any suitable means.

12.2 If several invoices are due and the Customer makes a partial payment, Logilys will be free to allocate such payment as it sees fit, notwithstanding any indication to the contrary by the Customer.

12.3 Failure to pay invoices within 30 days will result in the invoicing of late payment interest (3% per month) without prior notice. Interest accrues from the day following the due date until the day of payment.

12.5 All amounts due hereunder are taxable (in Canada) or tax-exempt (in Europe) depending on the country of the Customer. All amounts due are exclusive of customs duties, deductions at source, import taxes and any other applicable taxes, which are payable by the Customer.

12.6 In addition, without limiting its right to claim damages by any legal means or its right to terminate the SLA and/or the SC, in the event of non-payment within thirty (30) days of the agreed payment date, Logilys reserves the right to suspend its obligations hereunder until full payment of principal, penalties and interest. This suspension will not affect the amounts still due for the current period. The suspension will not lead to the extension of the current period. No compensation will be paid without the prior written consent of Logilys.

13 CUSTOMER LIABILITY

13.1 The Customer and the User undertake to comply with applicable regulations concerning intellectual property, personal data protection, privacy and all other applicable regulations.

13.2 Limited use: The Customer and the User are not allowed to modify the programming of the software provided by Logilys, nor to develop functionalities other than those developed by Logilys at the time the licence to use the Software and/or service was granted. Logilys is not liable for any damage caused to the Customer, the User or to third parties as a result of modifying the software's programming.

14 LIMITED WARRANTY

14.1 LOGILYS warrants that:

- a) the software will operate in accordance with the accompanying Documentation for a period of ninety (90) days from the date of receipt;

- b) the support services provided by Logilys will be as described in the relevant documents supplied to you by Logilys, and that Logilys employees will make reasonable efforts to resolve any technical difficulties that may arise while using the Software.

14.2 Customer remedies: Logilys and its suppliers liability towards the Customer, including the Customer's right of recourse will be limited, at Logilys's option:

- a) to the reimbursement of costs paid by the Customer to Logilys in the 6 months before the event giving rise to the liability claim;
- b) to the repair or replacement of the software that does not comply with Logilys's limited warranty. This limited warranty does not apply if the software defect is the result of an accident, deterioration or improper use. Any replacement software will be warranted either for the remainder of the original warranty period or for thirty (30) days, whichever is longer.

14.3 No further warranty: Logilys and its suppliers exclude all other warranties or conditions, express or implied, relating to the software, the accompanying written Documentation and the provision or failure to provide support services, including but not limited to the implied warranties concerning quality, merchantability or fitness for a particular purpose. This limited warranty gives you specific rights.

15 LIMITATION OF LIABILITY

15.1 Exclusion of indirect damages. To the fullest extent permitted by law, under no circumstances will Logilys, its affiliates or their respective shareholders, directors, officers, employees, subcontractors, suppliers and licensors be liable for any indirect or consequential damages or special, punitive or exemplary damages, or for loss of revenue or profits, loss of or damage to data, loss of use, incorrect software content, business interruption or any other financial loss, arising directly or indirectly from this Agreement, the software, the services, or the use or misuse thereof, or the inability to use them, even if the Party in question has been advised of the possibility of such damages. This limitation of liability will apply regardless of the form of action.

15.2 Limitation on amounts: If Logilys is found liable hereunder by a final decision of a competent court, the total cumulative liability of Logilys, its affiliates and their respective shareholders, directors, officers, employees, subcontractors, suppliers and licensors, and the Customer's sole remedy in connection with Logilys's Software and/or services and any other software, hardware or services provided by Logilys in connection with this Agreement will be limited to the fees paid by the Customer to Logilys in the 6 months before the event giving rise to the liability claim.

15.3 Basis for negotiation: The disclaimer of warranty, exclusive remedies and limited liability set forth herein are fundamental to the basis of negotiation between Logilys and the Customer, and the Customer acknowledges that Logilys would not have entered this Agreement without such limitations.

15.4 Logilys will not be held liable in the event of legal action against the Customer or User as a result of unlawful use of the Software and/or service.

15.5 Logilys is bound hereunder by an obligation of means and will not be held liable for any delay in the performance of the Services.

15.6 In addition, Logilys will not be held liable if instructions provided as part of the support service are incorrectly applied or not applied, nor if instructions not provided by Logilys are applied.

15.7 In no event will Logilys be liable for any third-party claims or indirect damages such as, in particular, operating losses, commercial damages, loss of customers, loss of orders, any business disruption whatsoever, loss of profit and/or damage to brand image.

15.8 Except for infringement actions, any action brought against the Customer by a third party constitutes indirect damage and does not provide grounds for compensation.

15.9 It is expressly agreed between the Parties, and acknowledged by the Customer, that the stipulations included in this clause will continue to apply even if this Agreement is terminated by a final court decision.

15.10. These provisions set out the allocation of risk between Logilys and the Customer. The price reflects this allocation and the limitation of liability described.

15.11 Warranty disclaimer: To the fullest extent permitted by law, Logilys's Software and/or services are provided "as is" and Logilys expressly disclaims, on behalf of itself, its affiliates and its shareholders, officers, directors, employees, subcontractors, suppliers and licensors, all representations, warranties or conditions, express, statutory or implied, not contained herein, including any representations, warranties or conditions relating to merchantability, quality, performance, fitness for a particular purpose, accuracy or non-infringement in connection with the Software and/or services. Logilys does not warrant that the Software and/or services are free from defects or that all defects can be found or corrected.

16 STATEMENT

The Customer acknowledges that it is familiar with the Internet, its characteristics and limitations, and in particular recognizes that:

- Data transmissions on the Internet are only relatively reliable, as they circulate on heterogeneous networks with different characteristics and technical capacities, which can sometimes be saturated at certain times of day;
- Specific networks may be subject to special agreements and access restrictions that may prevent access to the Software and/or service;
- Software and/or services can only be exported with the prior consent of Logilys and in compliance with the applicable laws and regulations of Canada.
- Data circulating on the Internet is not protected against misappropriation and the communication of passwords, confidential codes and more generally any sensitive information is done at the Customer's own risk;
- The provision of Software and/or service content to Users may be subject to unauthorized third-party intrusion and consequently corrupted despite Logilys's provision of password-protected access.

17 TECHNICAL PROTECTION MEASURES

The Customer is hereby informed and expressly acknowledges that, in accordance with applicable legal requirements:

- Logilys Software and/or services include technical devices (cookies or other technologies) which, in particular, when connected to the Internet, and for the Software and/or services concerned, enable the Customer to send Logilys information on the Customer's identification (e.g., IP address) via a web service, either automatically or, where applicable, at Logilys's initiative;
- Information obtained by Logilys through these technical devices may also be used by Logilys in the fight against counterfeiting, to identify and prevent any illicit or non-compliant use of the Software and/or services concerned.

18 FORCE MAJEURE

The Parties will not be held liable if the non-performance of part or all of the obligations incumbent on one of them is due to force majeure. In the event of force majeure, the performance of the SC and/or SLA will be suspended, and the Parties will meet to determine how to continue their relationship. If the force majeure lasts longer than one (1) month, the SC and/or SLA will be automatically terminated unless otherwise agreed between the Parties. The following are expressly deemed to be cases of force majeure or fortuitous events, in addition to those usually recognized by the case law of courts and tribunals: blockage, disruption or congestion of telecommunication networks, poor quality of electricity, blockage of means of transport or supply for any reason whatsoever, bad weather, epidemics, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, and legal or regulatory changes to forms of marketing.

19 PROTECTION OF PERSONAL INFORMATION

19.1 In accordance with Canada's *Personal Information Protection and Electronic Documents Act* (PIPEDA in Canada) and the *Act respecting the protection of personal information* (Bill 25 in Quebec), the provisions of which are established in compliance with the *General Data Protection Regulation* (GDPR in Europe), Logilys undertakes to protect the personal information communicated to it through security measures appropriate to the degree of sensitivity. These measures protect information against loss and theft, as well as against unauthorized access, disclosure, copying, use or modification.

19.2 Our employees are fully aware of the need to respect personal information, and our research and development team is trained in the use of data protection methods. Logilys staff regularly check and ensure the effectiveness of the measures in place, in particular through vulnerability scans and penetration tests.

19.3 The law sets out requirements for companies collecting digital data. These provisions are similar to the *General Data Protection Regulation* (GDPR in Europe) and include, in particular, transparency, consent and disclosure requirements, the right to portability (right of access) and the right to de-index. Please visit our website www.logilys.com for our privacy policy.

20 MISCELLANEOUS PROVISIONS

20.1 Changes to general terms and conditions: Logilys reserves the right to modify the SLA at any time. These changes will come into force and apply to all Customers and Users upon notification by Logilys.

20.2 Confidentiality: Logilys undertakes to keep all data belonging to the Customer confidential, not to make any copies of the data other than for technical or backup purposes, and not to use the data for anything other than statistical purposes or the execution of the SC, the SLA or the Services. Conversely, the Customer undertakes to maintain the confidentiality of documents, data and the nature of the services provided by Logilys within the framework of the SC and/or SLA.

20.3 Waiver: Failure by one of the Parties to invoke a breach by the other Party of any of the obligations referred to in the SC and/or SLA will not be construed as a waiver of the obligation in question for the future. The Customer irrevocably waives any request, claim, right or action against Logilys or any of the companies in the group to which Logilys belongs relating to the performance of the SC and/or SLA and which is filed or exercised more than three (3) months after the triggering event.

20.4 Transfer of the SC and/or SLA: The SC and/or SLA between the Customer and Logilys is concluded *intuitu personae*. Consequently, the Customer's rights under the SC and/or SLA may not be assigned, sublicensed, sold or otherwise transferred by the Customer without Logilys's prior written consent.

20.5 Completeness: The SLA sets out all the obligations of the Parties. Should there be any difficulty in interpreting any of the headings at the beginning of clauses and any of the clauses, the headings will be declared non-existent. No general or specific condition appearing in the documents sent or delivered by the Customer may be incorporated into the SC and/or SLA or a fortiori infringe them or modify their scope.

20.6 Nullity: If one or more stipulations of the SC and/or SLA are held to be invalid or declared as such in application of a law or regulation or following a final decision of a competent court, the other stipulations will retain all their force and scope, and the Parties undertake to come together and reach an agreement on a similar provision that eliminates the invalidity affecting the previous stipulation.

20.7 Commercial reference: Logilys may use the Customer's name and logo to promote the Software and/or service unless the Customer expressly states otherwise in writing.

20.8 Trademarks: Logilys, Prodon, Proloc, Prolys, JeDonneEnLigne, JeMinscrisMaintenant, PubliCourriel, LogiCloud, SolliPro, SolliTel, ProDoc, are registered trademarks of Logilys. The Customer and the User undertake not to use or distribute them in any way whatsoever without the express authorization of Logilys.

20.9 Notification: To be valid, all notifications must be sent to Logilys's above-mentioned address by registered letter with acknowledgement of receipt.

20.10. Non-solicitation of personnel: The Customer agrees not to hire any of Logilys's employees for the entire duration of the SC and/or SLA and for a period of two years from the expiry of the last SC, without prejudice to any damages.

20.11. Information technology and freedom: Any personal data collected from the Customer or User in connection with the conclusion of the SC and/or SLA are subject to the provisions of the applicable law.

20.12. Computer data: Logilys's Software and/or services use Internet protocols to send Logilys information about your use, such as the software key, serial number and ID of your copy of the software, as well as the validation result and the installation result of the software. Logilys may use this information to improve its software and services, to limit the use of unlicensed software and to compile statistics. Logilys may also share it with third parties, such as hardware and software suppliers or volume licensees. By using Logilys's Software and/or services, the Customer consents to the transmission of this information.

20.13. Logilys runs a support centre to better understand usage, problems encountered and to improve the user experience. This support centre records information such as events that occur during use of the application (failures, bugs, etc.), the time, the user's name and contact details, and the workstation's OS version. The Customer acknowledges having been informed of this and expressly authorizes the recording of this data. This data is for the exclusive use of Logilys.

20.14. Links to third-party sites: Logilys is not responsible for the content of third-party sites or services, the links they contain or any changes or updates made to them. Logilys provides these links and accesses to third-party sites and services for your convenience only, and the inclusion of any link or access does not imply endorsement of the site or service in question by Logilys.

20.15. Separation of components: Software and/or services are licensed as a single product. Components cannot be separated for use on more than one device.

21 Applicable law

This Agreement is governed by and construed in accordance with the laws in force in the Province of [Quebec] and the federal laws of Canada applicable thereto, without regard to conflict of law principles that may require the application of the substantive legal rules of any other jurisdiction. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement and is strictly excluded. The Parties expressly agree that any litigation, dispute, misunderstanding, difference or disagreement arising directly or indirectly from this Agreement, including but not limited to the interpretation, performance or violation of this Agreement, must be submitted to the courts of competent jurisdiction in the Province of [Quebec]. This choice of jurisdiction will not, however, prevent a Party from seeking injunctive relief in any appropriate jurisdiction in connection with the infringement of intellectual property rights or confidentiality obligations, or the recognition or enforcement of any order or decision.

Last updated: January 26, 2024