

DIGITAL RESEARCH ALLIANCE OF CANADA

GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by the Digital Research Alliance of Canada (the "**Alliance**") from the Vendor (the "**Vendor**") identified on the purchase order between the Alliance and the Vendor for the purchase of goods and services (the "**Purchase Order**"), to which these Terms are attached or are incorporated by reference.

(b) The Purchase Order and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(c) These Terms prevail over any of Vendor's general terms and conditions of sale regardless of whether or when Vendor has submitted its sales confirmation or such terms. This Agreement expressly limits Vendor's acceptance to the terms of this Agreement. Fulfilment of this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Vendor shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If Vendor fails to deliver the Goods in full on the Delivery Date, Alliance may terminate this Agreement immediately by providing written notice to Vendor and Vendor shall indemnify Alliance against any losses, claims, damages, and reasonable costs and expenses directly attributable to Vendor's failure to deliver the Goods on the Delivery Date.

(b) Vendor shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Alliance's normal business hours or as otherwise instructed by Alliance. Vendor shall pack all goods for shipment according to Alliance's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.

(c) Vendor shall provide the Services to Alliance as described and in accordance with the Purchase Order and in accordance with the terms and conditions set forth in these Terms.

(d) Vendor acknowledges that time is of the essence with respect to Vendor's obligations hereunder and the

timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Shipping Terms. Delivery shall be made in accordance with the terms of the Purchase Order. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence, and any other documents pertaining to the Purchase Order.

4. Title and Risk of Loss. Title and risk of loss passes to Alliance upon delivery of the Goods at the Delivery Point. Vendor bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Point.

5. Inspection and Rejection of Non-Conforming Goods. Alliance has the right to inspect the Goods on or after the Delivery Date. Alliance, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are non-conforming or defective. If Alliance rejects any portion of the Goods, Alliance has the right, effective upon written notice to Vendor, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Alliance requires replacement of the Goods, Vendor shall, at its expense, promptly replace the non-conforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Vendor fails to timely deliver replacement Goods, Alliance may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Agreement for cause pursuant to Section 15. Any inspection or other action by Alliance under this Section shall not reduce or otherwise affect Vendor's obligations under the Agreement, and Alliance shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

6. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, fees and applicable taxes, including, but not limited to, all harmonized sales tax, goods and services tax, provincial sales tax, value added tax, use or excise taxes. No increase in the Price is effective, whether due to increased material, labour, or transportation costs or otherwise, without the prior written consent of Alliance.

7. Payment Terms. Vendor shall issue an invoice to Alliance on or any time after the completion of delivery and only in accordance with these Terms. Alliance shall pay all properly invoiced amounts due to Vendor within thirty (30) days after Alliance's receipt of such invoice, except for any amounts disputed by Alliance in good faith. Without prejudice to any other right or remedy it may have, Alliance reserves the right to

set-off at any time any amount owing to it by Vendor against any amount payable by Alliance to Vendor.

8. Vendor's Obligations Regarding Services. Vendor shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licences and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations, and policies of Alliance, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Alliance to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Vendor in providing the Services in such form as Alliance shall approve. During the term of this Agreement and for a period of two (2) years thereafter, upon Alliance's written request, Vendor shall allow Alliance to inspect and make copies of such records and interview Vendor personnel in connection with the provision of the Services;

(d) obtain Alliance's written consent, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Vendor, other than Vendor's employees, to provide any Services to Alliance (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Alliance's approval shall not relieve Vendor of its obligations under the Agreement, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Vendor's own employees. Nothing contained in this Agreement shall create any contractual relationship between Alliance and any Vendor subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Alliance's written request, to enter into a non-disclosure or intellectual property assignment or licence agreement in a form that is reasonably satisfactory to Alliance;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Vendor, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms

to all relevant legal standards and standards specified by the Alliance; and

(h) keep and maintain any Alliance equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Alliance's written instructions or authorization.

9. Conditions and Warranties.

(a) By accepting the Purchase Order, Vendor covenants and warrants to Alliance that for a period of twelve (12) months from the Delivery Date, all Goods will:

- (i) be free from any defects in workmanship, material, and design;
- (ii) conform to applicable specifications specified by Alliance;
- (iii) be fit for their intended purpose and operate as intended;
- (iv) be merchantable;
- (v) be free and clear of all liens, security interests, or other encumbrances; and
- (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Alliance.

(b) Vendor warrants to Alliance that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) the warranties set forth in this Section 9 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Alliance's discovery of the noncompliance of the Goods or Services with the foregoing conditions and warranties. If Alliance gives Vendor notice of noncompliance pursuant to this Section, Vendor shall, at its own cost and expense, promptly (i) replace or repair the defective or non-conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or non-conforming goods to Vendor and the delivery of repaired or replacement Goods to Alliance, and, if applicable, (ii) repair or re-perform the applicable Services.

10. General Indemnification. Vendor shall defend, indemnify, and hold harmless Alliance, its subsidiaries, affiliates, successors, or assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**")

against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable legal fees and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Vendor or Vendor's negligence, willful misconduct, or breach of the Terms.

11. Intellectual Property Indemnification. Vendor shall, at its expense, defend, indemnify, and hold harmless Alliance and any Indemnitee against any and all Losses arising out of or in connection with any claim that Alliance's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trademark, trade secret or other intellectual property right of any third party. In no event shall Vendor enter into any settlement without Alliance's or Indemnitee's prior written consent.

12. Limitation of Liability. IN NO EVENT SHALL ALLIANCE BE LIABLE TO THE VENDOR OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL ALLIANCE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE VENDOR PURSUANT TO THIS AGREEMENT.

13. Insurance. During the term of this Agreement, Vendor shall, at its own expense, maintain, and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in accordance with good commercial practice with financially sound and reputable insurers. Upon Alliance's request, Vendor shall provide Alliance with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in these Terms. Vendor shall provide Alliance with thirty (30) days' advance written notice in the event of a cancellation or material change in Vendor's insurance policy. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Vendor's insurers and Vendor.

14. Compliance with Law. Vendor is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Vendor shall maintain in effect all the licences, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Vendor shall comply with all export and import laws of all countries

involved in the sale of the Goods under this Agreement or any resale of the Goods by Vendor. Vendor assumes all responsibility for shipments of Goods requiring any government import clearance. Alliance may terminate this Agreement if any governmental authority imposes antidumping or countervailing or any retaliatory duties or any other penalties on Goods.

15. Termination. In addition to any remedies that may be provided under these Terms, Alliance may terminate this Agreement with immediate effect upon written notice to the Vendor, either before or after the acceptance of the Goods or the Vendor's delivery of the Services, if Vendor has not performed or complied with any of these Terms, in whole or in part. If the Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Alliance may terminate this Agreement upon written notice to Vendor. If Alliance terminates the Agreement for any reason, Vendor's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Alliance prior to the termination.

16. Waiver. No waiver by Alliance of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Alliance. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Confidential Information. All non-public, confidential, or proprietary information of Alliance, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Alliance to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Alliance in writing. Upon Alliance's request, Vendor shall promptly return all documents and other materials received from Alliance. Alliance shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Vendor at the time of disclosure; or (c) rightfully obtained by Alliance on a non-confidential basis from a third party.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's ("**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God;

(b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics, including the 2019 novel coronavirus pandemic (COVID-19); (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) national or regional emergency; and (f) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 18, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

19. Assignment. Vendor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Alliance. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Vendor of any of its obligations hereunder. Alliance may at any time assign or transfer any or all of its rights or obligations under this Agreement without Vendor's prior written consent to any affiliate or to any person acquiring all or substantially all of Alliance's assets.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

23. Choice of Forum. Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service

of process for any suit, action, litigation, or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

24. Notices. All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the tenth (10th) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

25. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

27. Amendments and Modifications. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.