



Company Name & Address	Officer or Owner Name	Region	reed Sales Rep
Officer or Owner Email Address		Phone	Customer Reference #
Ship To / Service Address	Installation Contact		

Subscription Services (all fees in Canadian Dollars)

Description	Service Start Date	Monthly Fee	Annual Fee
Agreement length: 36 months from subscription start date. The "Subscription Start Date" is the earlier of (i) the date of installation of all Equipment or (ii) 45 days from the execution of this Services Order Form.			Total Annual Amount

One-Time Fees (all fees in Canadian Dollars)

Description	Amount	Total One-Time Fees
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Order Terms:

1. In order to ensure a swift installation please inform your contact person to expect a call within 24 hours to confirm a date for installation. reed Controls provides on-line training, periodic upgrades to subscription services, and technical support at no additional charge for the duration of the contract.
2. The rights and obligations of reed controls and Customer under this Services Order Form are subject to and governed by reed controls "Terms and Conditions of Sale and Warranty" and "SUBSCRIPTION AGREEMENT FOR REED DASHBOARD SERVICES" which are incorporated herein by this reference (the "General Terms"). The "Agreement" shall mean this Order Form and the attached General Terms. Customer agrees to comply with the General Terms and to complete the payments in full for the Services Term as set forth therein.
3. The Service Term starts on the Subscription start date set forth above and continues for the number of months set forth above. The Service Term renews automatically for successive periods equal to the length of the initial Service Term (stated above), unless Customer provides written notice of Non-Renewal to support@reedwater.io on or before the day that is sixty (60) days before the last day of the Service Term.

PLEASE READ THIS ORDER FORM AND THE REED CONTROLS GENERAL TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT. BY SIGNING BELOW EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ THE TERMS OF THE AGREEMENT, INCLUDING THIS ORDER FORM, IT UNDERSTANDS THEM, AND IT AGREES TO BE BOUND BY THEM. BY SIGNING BELOW, CUSTOMER WARRANTS AND REPRESENTS THAT THE PERSON SIGNING HAS FULL AUTHORITY TO ACCEPT THE AGREEMENT AND THE TERMS OF THIS ORDER FORM. REED CONTROLS' ACCEPTANCE OF CUSTOMER'S ORDER IS SUBJECT TO CREDIT APPROVAL AND SIGNATURE ON THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE OF REED CONTROLS.

Customer Name	Date	reed Authorized Rep	Date
Signature		Signature	

1. This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

These terms require the use of arbitration to resolve disputes, rather than recourse to the judicial system.

2. These terms and conditions (these "Terms") govern the sale of the products to the buyer named in the invoice ("Buyer", "you", or "your") which incorporates by reference these Terms (the "Sales Confirmation"). Reed Controls Inc. (referred to as "Seller", "us", "we", or "our" as the context may require) grants a license (the "License") to you to use the software referenced in the Sales Confirmation or delivered with the products (the "Software"), if any, set out in the Sales Confirmation in accordance with our end user license agreement (the "License Agreement") in effect as of the date of the Sales Confirmation and as amended from time to time, which can be found at <https://reedcontrols.com/> (the "Site").

Notwithstanding anything herein to the contrary, the terms and conditions of the License Agreement shall prevail to the extent of any inconsistency with these Terms in respect of the Software. The Sales Confirmation, these Terms and the License Agreement, if applicable, (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. These Terms and the License Agreement, if applicable, prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfilment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms or the License Agreement, if applicable.

3. Prices and Payment Terms.

(a) Buyer shall purchase the products and License, if applicable, from Seller at the prices (the "Prices") set forth in the Sales Confirmation.

(b) All Prices are exclusive of all harmonized sales tax, goods and services tax, provincial sales tax, value added tax, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

(c) Buyer shall pay all invoiced amounts due to Seller within 10 days from the date of Seller's invoice. Buyer shall make all payments hereunder by cheque or electronic wire transfer and in Canadian dollars.

(d) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month (18% per year) or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, legal fees on a solicitor-client basis. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any products and Software if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice thereof.

(e) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. Delivery options will be listed in the Order Confirmation. You will pay all shipping and handling charges unless otherwise specified in the order confirmation.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Returns and Refunds. Except for any products designated in the Order Confirmation as non-returnable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 30 days of shipment with valid proof of purchase and provided such products are returned in their original condition. To return products, you must call 416-902-0099 or email our Customer Support at support@reedwater.io to obtain a Return Merchandise Authorization ("RMA") number before shipping your product. No returns of any type will be accepted without an RMA number. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We, therefore, strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. All returns are subject to a 10% restocking fee. Refunds are processed within approximately 3 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THE ORDER CONFIRMATION AS NON-RETURNABLE.

6. Limited Warranty.

(a) We warrant to you that for a period of 2 years (or 5 years in the event that Buyer continues to pay all invoiced amounts relating to Software for the entirety of such period) from the date of shipment ("Warranty Period"), the products containing "Reed" in their names purchased hereunder will materially conform to our published specifications in effect as of the date of shipment and be free from material defects in material and workmanship.

(b) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 6(a), WE MAKE NO WARRANTY OR CONDITION WHATSOEVER WITH RESPECT TO THE PRODUCTS PURCHASED HEREUNDER, INCLUDING (i) ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE; OR (ii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the products. Third-Party Products are not covered by the warranty in Section 6(a). For the avoidance of doubt, WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE; OR (ii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(d) We shall not be liable for a breach of the warranties set forth in Section 6(a) unless: (i) you give written notice of the defective products, as the case may be, reasonably described, to us within 10 days of the time when you discover or ought to have discovered the defect; (ii) if applicable, we are given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 6(a) to examine such products, and you (if we so request) return such products to our place of business at your cost for the examination to take place there; and (iii) we reasonably verify your claim that the products are defective.

(e) We shall not be liable for a breach of the warranty set forth in Section 6(a) if: (i) you make any further use of such products after you give such notice; (ii) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the products; or (iii) you alter or repair such products without our prior written consent.

(f) Subject to Section 6(d) and Section 6(e), with respect to any such products during the Warranty Period, we shall, in our sole discretion, either: (i) repair or replace such products (or the defective part) or (ii) credit or refund the amounts paid by you for such products provided that, if we so request, you shall, at your expense, return such products to us.

(g) THE REMEDIES SET FORTH IN SECTION 6(f) SHALL BE THE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 6(a).

7. Limitation of Liability.

(a) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR AGGRAVATED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL OUR 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 AMOUNTS PAID BY YOU FOR THE PRODUCTS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 7(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

8. Goods Not for Resale or Export. You represent and warrant that you are buying products from the Seller for your own use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within Canada.

9. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, 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 use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller 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 Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

10. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, tsunami, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labour disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.

11. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the province of Ontario or any other jurisdiction).

12. Waiver of Recourse to the Courts and Binding Arbitration.

(a) You and Reed Controls Inc. are agreeing to give up any rights to litigate claims in a court. Other rights that you would have if you went to court may also be unavailable or may be limited in arbitration.

Any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, consumer protection, common law, intentional tort, injunctive and equitable claims) between you and us arising from or relating in any way to your purchase of products hereunder, will be resolved exclusively and finally by binding arbitration.

(b) The arbitration will be administered by the Alternative Dispute Resolution Institute of Canada, under its Arbitration Rules.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

13. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 12 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

14. No Waivers. The failure or delay by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Reed Controls Inc.

15. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

16. Notices.

(a) To You. We may provide any notice to you under these Terms by sending a message to the email address you provide. Notices sent by email will be effective when we send the email, and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to support@reedwater.io; or (ii) by personal delivery, overnight courier or registered or certified mail to Reed Controls Inc., 91 Fernstaff Court, Unit 11, Concord, ON L4K3L9. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

17. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

IMPORTANT NOTICE: This Agreement governs use of Reed Controls Inc. ("Reed") Dashboard Services and other services by and on behalf of the Customer referenced in the relevant Order Forms. This Agreement limits and excludes warranties and remedies regarding Reed's Dashboard Services, exempts Reed and other persons from liability or limits their liability, specifies the jurisdiction for resolution of disputes, and contains other important provisions that you should read. PLEASE READ THIS AGREEMENT CAREFULLY. By subscribing for Reed Dashboard Services, you acknowledge and signify Customer's acceptance and agreement, without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to accept and agree to this Agreement on behalf of Customer. If Customer does not agree with each provision of this Agreement, or you are not authorized to agree to this Agreement on behalf of Customer, then neither you nor any other person on behalf of Customer may use Reed Dashboard Services.

INTRODUCTION

This Agreement is between Reed Controls Inc. ("Reed") and Customer referenced in the relevant Order Forms. This Agreement is comprised of the following documents (each a "Contract Document"): (a) the relevant Order Forms; (b) the General Terms and Conditions set forth below; and (c) the Additional Terms and Conditions (if any) applicable to each Reed Service accepted (either electronically or in writing) by or on behalf of Customer. In consideration of the promises and mutual covenants in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the undersigned), Reed and Customer (collectively the "Parties" and each a "Party") each hereby covenant and agree as follows:

1. Interpretation:
 - 1.1 Definitions: In this Agreement, the following terms have the following meanings, and all other capitalized terms have the meaning set forth elsewhere in this Agreement: (a) "Authorized User" means an individual who is authorized by Customer to use a Reed Service or Reed Software on Customer's behalf; (b) "Dashboard Service" means a cloud computing platform service provided by Reed; (c) "Customer Data" means data of any kind provided by Customer to Reed in order for Reed to perform Reed Services for Customer; (d) "Reed Documentation" means user manuals and other documents and materials regarding a Dashboard Service provided or otherwise made available by Reed to Customer pursuant to this Agreement, and all updates to any of those items provided or otherwise made available by Reed to Customer from time to time; (e) "Reed Service" means a Dashboard Service or a Professional Service; (f) "Reed Software" means a Dashboard computer software program(s) or code and related user manuals and other documents, and all enhancements, updates, and upgrades thereto, provided by Reed for use by Customer in association with Dashboard Services; (g) "Order Form" means a document that provides details of a Subscription or Professional Services requested by Customer and that is either in paper or electronic format signed by Customer and Reed; (h) "Professional Service" means a service performed by Reed relating to Customer's implementation and use of a Dashboard Service; and (i) "Subscription" means Customer's subscription for use of a Dashboard Service as specified in an Order Form.
 - 1.2 Contract Documents: If there is a conflict or inconsistency between Contract Documents, then a Contract Document that expressly states that it amends or revises another Contract Document takes precedence over that other Contract Document, and in the absence of an express statement of amendment or revision the order of precedence is as follows: (a) the applicable Order Form; (b) the relevant Additional Terms and Conditions (if any); and (c) these General Terms and Conditions.
2. Dashboard Services
 - 2.1 Subscription Term: In this Agreement, "Subscription Term" means the initial term and all renewal terms of a Subscription. The duration of the initial term of a Subscription will be specified in the applicable Order Form. The initial term of a Subscription will commence on the commencement date specified in the applicable Order Form and will continue until the end of the initial term, unless terminated earlier pursuant to this Agreement. Following the initial term of a Subscription, the Subscription will automatically renew for additional, consecutive twelve (12) month renewal terms unless the Subscription is terminated earlier pursuant to this Agreement or unless either Party gives a notice of non-renewal to the other Party by no later than sixty (60) days before the end of the initial term or the then-current renewal term.
 - 2.2 General: Subject to the provisions of this Agreement and Customer's prompt payment of all applicable fees, for each valid and subsisting Subscription Reed hereby grants to Customer a non-exclusive, personal, non-sublicensable, non-transferable, restricted and limited license during the relevant Subscription Term to: (a) remotely access and use (through the access mechanisms purposefully made available to Customer by Reed) the applicable Dashboard Service in accordance with the details of the Subscription (as set forth in the applicable Order Form), the applicable Reed Documentation, and the restrictions and requirements set forth in this Agreement; and (b) to make and use a reasonable number of copies of the Reed Documentation for the Dashboard Service to the extent reasonably necessary to facilitate Customer's use of the Dashboard Service in accordance with this Agreement. Unless the applicable Order Form expressly states otherwise, a Subscription relates to the specific Customer Data and uses thereof set forth in the applicable Order Form, and Customer may use a Dashboard Service pursuant to the Subscription solely for the purpose of the specified Customer Data.
 - 2.3 Restrictions: Customer and Authorized Users will not: (a) use, or provide or permit access to or use of, a Dashboard Service or Reed Documentation by any person, for any purpose or in any manner except as expressly permitted by this Agreement; (b) use a Dashboard Service for or in connection with any data other than the applicable Customer Data specified in the applicable Order Form; (c) use a Dashboard Service in a way that interferes with or disrupts the integrity or performance of the Dashboard Service or related systems, networks or data, or to attempt to gain unauthorized access to the Dashboard Service or related systems, networks or data; (d) copy, reproduce, translate, modify, enhance, or create derivative works from a Dashboard Service; (e) alter, attempt to circumvent, destroy, obscure, or remove any notices (including trademark and copyright notices), proprietary codes or locks, means of identification, digital rights tools or management information, security or control measures, or agreements on, in or in relation to a Dashboard Service or Reed Documentation; (f) reverse engineer, decompile or disassemble a Dashboard Service, attempt to access the source code for any of the software used by Reed to provide a Dashboard Service, or access or use a Dashboard Service in order to create a competitive product or service, or a product or service using similar ideas, features or functions; or (g) permit, assist or encourage any other person to do any of the foregoing in this section 2.3 or to commit an act or omission that would be a breach of this Agreement if committed by Customer or an Authorized User. The restrictions in this section 2.3 do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.
 - 2.4 Restrictions on Customer Data: Without limiting the generality of any other provision of this Agreement, Customer will not use a Dashboard Service for a purpose that: (a) is unlawful or is designed or intended for use for an unlawful purpose, including the distribution of content that is intentionally harmful (such as a virus or similar technology), unlawful or infringes the rights of other persons; or (b) is designed or intended for use that is or may be abusive, deceptive, defamatory, discriminatory, fraudulent, harmful, indecent, invasive of the privacy rights of other persons, misleading, obscene, sexually explicit, or otherwise objectionable (as determined by Reed in its discretion), or that advocates, depicts, encourages, or tends to incite any such conduct, the commission of a crime or other unlawful activities.
 - 2.5 Training: A Dashboard Service may include limited online training materials for use by Authorized Users. Additional training services may be available for additional fees. [Please advise if training will be offered]
 - 2.6 Technical Support: A Dashboard Service may include limited, remote technical support for Authorized Users, which may be provided by Reed, or an affiliate of Reed, in accordance with Reed's applicable policies and procedures. Additional technical support may be available for additional fees.
 - 2.7 Changes: Reed may in its discretion change the functionality or operation of a Dashboard Service from time to time without any notice or liability to Customer or any other person, provided that any change will not materially adversely affect the functionality or operation of the Dashboard Service that is relevant to Customer's actual use of the Dashboard Service.

- 2.8 Authorized Users:
- (a) General: The Order Form for a Subscription may specify the maximum number of Authorized Users who may be registered with the relevant Dashboard Service to access and use the Dashboard Service on Customer's behalf. Customer will appoint and authorize one (1) Authorized User (an "Administrator") to administer Customer's use of a Dashboard Service, including the appointment and termination of other Authorized Users. Customer will ensure that Authorized Users use the Dashboard Service only on behalf of Customer and strictly in accordance with the restrictions and requirements set forth in this Agreement.
- (b) Customer Responsibility: Customer is fully responsible and liable for all acts and omissions by or on behalf of Authorized Users and their access to and use of Dashboard Services, Reed Documentation and Reed Software and the results obtained therefrom. Customer will ensure that each Authorized User fully complies with all of Customer's obligations under this Agreement, and all of the requirements, restrictions and limitations regarding Dashboard Services, Reed Documentation and Reed Software set forth in this Agreement. Customer will ensure that Customer Data does not infringe or misappropriate the right (including intellectual property rights) of any third party.
- (c) Registration/Changes/Termination: A Dashboard Service may permit an Administrator to authorize and terminate other Authorized Users' registration to use the Dashboard Service using online controls. Customer may submit a written request (including by email) to Reed requesting that Reed terminate an Administrator's registration to use a Dashboard Service. Reed, acting reasonably, may refuse to register an individual as an Authorized User, and may restrict, suspend or terminate (in whole or in part) an Authorized User's registration to access and use a Dashboard Service. Each Authorized User will be considered to be an active Authorized User of a Dashboard Service unless and until his or her registration to use the Dashboard Service is terminated by an Administrator or Reed in accordance with this Agreement.
- (d) Credentials: Each Authorized User will access and use a Dashboard Service using a valid and subsisting user name and password registered with the Dashboard Service (collectively, "Credentials"). Credentials are specific to the Authorized User for whom they are registered, and may not be shared with or transferred to any other person. Customer will ensure that each Authorized User keeps their Credentials secure and confidential at all times, does not permit any other person to use their Credentials, and immediately notifies Reed if they know or suspect that their Credentials have become known to or used by any other person. Customer is fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. If Reed, in its discretion, considers a Credential to be insecure or to have been used inappropriately, then Reed may immediately cancel the Credential without any notice to Customer, the affected Authorized User, or any other person. Reed may require Authorized Users to change their Credentials from time to time.
- (e) Monitoring Use/Personal Information: A Dashboard Service may contain technologies that monitor, record and report to Reed information regarding an Authorized User's access to and use of the Dashboard Service, and Reed may use that information for system administration purposes and to provide the Dashboard Service and related services to Customer, and may disclose that information to Customer and Customer's other personnel. Customer will obtain from each Authorized User his or her informed consent to the collection, retention, use, storage, processing and disclosure of their personal information as set forth in this section 2.8(e) and as otherwise permitted by applicable law.
3. Reed Software and Professional Services
- 3.1 Reed Software: Reed may in its discretion from time to time make Reed Software available to Customer for use in connection with Dashboard Services. Customer's access to and use of Reed Software is subject to this Agreement and the applicable software license agreement (a copy of which will be either included with the Reed Software provided to Customer or presented to Customer when the Reed Software is made available to Customer). Customer will use, and ensure that Authorized Users use, Reed Software strictly in accordance with this Agreement and the applicable software license agreement, and for the sole purpose of facilitating Customer's use of Dashboard Services. If Customer does not accept and agree to the software license agreement applicable to an item of Reed Software, then Customer may not access or use the item of Reed Software.
- 3.2 Professional Services: Upon request by Customer, Reed may in its discretion agree to provide Professional Services to Customer as set forth in an Order Form (including a related statement of work). A statement of work regarding Professional Services will not be valid or binding unless and until it is in writing and signed by both Parties. Professional Services will be provided subject to Additional Terms and Conditions referenced in the applicable Order Form or statement of work.
4. Fees
- 4.1 Fees: Customer will pay to Reed (as specified in applicable Order Forms) the fees and charges for each Reed Service (collectively, "Fees") specified in applicable Order Forms and as otherwise set forth in this Agreement. Fees for a Reed Service may vary depending upon the nature and extent of Customer's use of the Reed Service, as set forth in the applicable Order Form. Reed may in its discretion change Fees from time to time, provided that Reed will give Customer not less than ninety (90) days' notice before a change in Fees comes into effect and a change in Fees will not be retroactive. All Fees and pricing terms are confidential to Reed, and Customer will not disclose that information to any other person.
- 4.2 Taxes: Fees are exclusive of all applicable federal, state, provincial, and municipal sales, use, value-added, property, excise, import, foreign, withholding and other governmental taxes, duties, charges, levies, fees, excises, tariffs and assessments, of any nature whatsoever now or hereafter imposed (collectively, "Taxes"). Customer is solely responsible and liable for, and will pay and remit, all Taxes (other than corporate income taxes payable by Reed) associated with, based on or due as a result of Fees, and all related interest, penalties and expenses. Without limiting the generality of the foregoing in this section 4.2, Customer will pay to Reed all Taxes regarding Fees that Reed is under a legal obligation to collect from Customer and that are properly included in an invoice issued by Reed.
- 4.3 Payments: Reed will issue invoices for Fees and Taxes on a monthly basis or as otherwise set forth in the applicable Order Form. Each invoice is due and payable in accordance with the payment terms and method specified in the applicable Order Form, provided that if payment terms are not specified in the applicable Order Form then invoiced amounts are due and payable within thirty (30) days after Customer's receipt of the invoice. Reed may deliver invoices to Customer by email. Payment obligations are not cancellable and advance payments are non-refundable. All Fees and applicable Taxes are payable in Canadian currency unless otherwise specified in an Order Form. Overdue payments will be subject to interest at a rate of 1½% for each month (18% per annum) or fraction thereof that the payment is overdue, or the highest rate permitted by applicable law, whichever is lower. Except to the extent required by law, all amounts payable to Reed are payable in full without any deduction or withholding. If Customer is prohibited by law from making a payment free of deductions or withholdings, Customer will pay an additional amount to Reed as may be necessary to ensure that the actual amount received by Reed after deductions and withholdings and after payment of any additional Taxes or other charges due as a consequence of the payment of the additional amount will equal the amount that would have been received by Reed if the deductions and withholdings were not required.
- 4.4 Suspension of Service: If Customer fails to make any payment when due, Reed may in its discretion suspend the provision of Reed Services to Customer until Customer makes the required payment, and the suspension will not be a breach of this Agreement by Reed, entitle Customer to a refund or suspension of fees, or give rise to any liability by Reed to Customer or any other person.

5. Ownership/Proprietary Rights
- 5.1 Customer Data:
- (a) General: As between the Parties, Customer and its licensors, if applicable, will at all times own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with Customer Data. Reed will not acquire any right, title or interest in, to or associated with Customer Data.
- (b) Modified Customer Data: If a Subscription relates to Reed Services that result in Customer Data being modified or optimized in any way, then Customer hereby grants to Reed a non-exclusive, royalty free, world-wide right and license during the relevant Subscription Term to Use and authorize other persons to Use all Customer Data solely for the purpose of performing Reed's obligations under this Agreement. In this Agreement: (a) "Modified Customer Data" Customer Data that has been modified, processed, manipulated or changed in any way by Reed in the course of providing, or in order to provide, Reed Services; and (b) "Use" means any and all forms and methods of use, including copy, reproduce, load, install, access, configure, reformat, modify, adapt, alter, edit, change, delete, enhance, translate, host, store, backup, archive, combine with and incorporate into other works, create derivative works from, publish, publicly perform, publicly display, publicly distribute, distribute to the public, broadcast, exhibit, and communicate and otherwise make available to the public. Customer will retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with Modified Customer Data, and Reed will not acquire any right, title or interest in, to or associated with any Modified Customer Data.
- (c) Personal Information/Transaction Data: Customer acknowledges that Dashboard Services operate without accessing personal information of clients of the Customer or any data (including payment card information) regarding e-commerce transactions processed by the Customer, and unless Reed expressly agrees in writing otherwise Customer will not provide Reed with any personal information regarding clients of the Customer or any data regarding e-commerce transactions processed by the Customer.
- 5.2 Reed Services/Materials: As between the Parties, Reed and its suppliers and licensors, as applicable, will at all times own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with Reed Services and all software, technologies and infrastructure used by or on behalf of Reed to provide Reed Services and all Reed Software and Reed Documentation. Customer will not acquire any right, title or interest in, to or associated with Reed Services or any software, technologies or infrastructure used by or on behalf of Reed to provide Reed Services or any Reed Software or Reed Documentation.
- 5.3 Feedback: If Customer or its personnel (including Authorized Users) give feedback about a Reed Service, Reed Software or Reed Documentation (including any ideas or suggestions for enhancements or improvements) to Reed, then Reed and its suppliers and licensors, as applicable, and their respective successors, assigns and licensees may use and commercialize the feedback in any way and for any purpose without providing any compensation or attribution to Customer or any other person.
- 5.4 Service Metrics: Reed will collect web traffic data and other metrics regarding Customer's use of Dashboard Services and use the data solely for the purposes of performing Reed's obligations and enforcing Reed's rights under this Agreement, including calculating Fees payable for Reed Services (if fees are based upon traffic data or other metrics). Reed may in its discretion use and disclose Aggregated Data to monitor and improve the quality and performance of Dashboard Services and other purposes as Reed considers appropriate. In this Agreement, "Aggregated Data" means anonymous, de-personalized, aggregated web traffic data and other metrics regarding use of Dashboard Services that do not reference or identify, and cannot be used to identify, Customer or any client of Customer. [NTD: Reed to confirm whether this provision will be applicable to the services provided]
- 5.5 Reservation of Rights: All rights not expressly granted by a Party under this Agreement are reserved by the Party.
6. Additional Matters
- 6.1 Incident Management: If Customer identifies a problem or other incident affecting the performance of a Dashboard Service, Customer will promptly report the problem or incident to Reed.
- 6.2 Customer Data: Customer is fully responsible and liable for Customer Data (including all Modified Customer Data) and all use of Customer Data, other than the Use of Customer Data by Reed pursuant to Section 5.1. In connection with this Agreement, Customer will ensure that the collection, use and disclosure of Customer Data (including all Modified Customer Data) complies with all applicable laws.
- 6.3 Representations/Warranties: Customer represents and warrants to Reed that Customer has the right, power, capacity and authority to enter into and perform its obligations and exercise its rights under this Agreement.
- 6.4 Technical Requirements: Customer is solely responsible and liable for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all Customer Data and all equipment, software and services necessary for all Customer Data and Customer's use of Reed Services and Reed Software and all data used by or on behalf of Customer in connection with Reed Services and Reed Software.
- 6.5 Unauthorized Use: Customer will promptly notify Reed if Customer knows of or suspects any unauthorized access to or use of a Reed Service or Reed Software.
- 6.6 Publicity: Reed may publicly announce (including in press releases) Customer's use of Reed's Dashboard Services and may reference Customer (using Customer's name and logo) in published lists or directories of Reed's customers (including on Reed's website). [NTD: Reed to confirm whether it would like to make a public announcement relating to the contract]
- 6.7 Subcontractors/Service Providers: Reed may in its discretion engage subcontractors or third party service providers to assist Reed to perform and provide Reed Services, but Reed will remain fully responsible for the Reed Services.
- 6.8 Software/Technologies: Notwithstanding any other provision of this Agreement, under no circumstances will Customer be entitled to directly or indirectly receive or obtain a copy of any of the software (whether in machine readable (compiled or object code) format or in source code format) or other technologies used by or on behalf of Reed to provide Reed Services.
- 6.9 Emergencies: Reed may temporarily suspend a Dashboard Service in order to prevent or remedy unauthorized access to or use of the Dashboard Service, including any actual or attempted access to or use of the Dashboard Service that interferes with or threatens, damages, disrupts, compromises or degrades the integrity, functionality, operation, performance or security of the Dashboard Service or related infrastructure or data, or if Reed reasonably believes that the temporary suspension is reasonably necessary to prevent an imminent risk of harm, liability, loss or damage.
7. DISCLAIMERS:
- 7.1 GENERAL DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, REED SERVICES, REED SOFTWARE AND REED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO: ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, LACK OF VIRUSES OR OTHER DISABLING OR HARMFUL CODE, PERFORMANCE, QUALITY, RESULTS, SUITABILITY, SECURITY, TIMELINESS, TITLE, TRUTHFULNESS, QUIET ENJOYMENT, UNINTERRUPTED SERVICE, OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY WAIVED BY CUSTOMER AND DISCLAIMED BY REED TO THE FULLEST EXTENT PERMITTED BY LAW. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OR ON BEHALF OF REED WILL CREATE ANY LEGALLY BINDING OR EFFECTIVE REPRESENTATION, WARRANTY OR PROMISE BY REED. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SELECTION AND USE OF REED SERVICES AND REED SOFTWARE TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND CUSTOMER USES REED SERVICES AND REED SOFTWARE AT CUSTOMER'S OWN RISK.



7.2 TECHNOLOGY DISCLAIMER: REED SERVICES MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND REED'S CONTROL, AND MAY NOT BE CONTINUOUS, UNINTERRUPTED OR SECURE. CUSTOMER ACKNOWLEDGES THAT REED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND REED IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM THOSE PROBLEMS.

7.3 EXCEPTIONS: THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE DISCLAIMER OF CERTAIN WARRANTIES AND CONDITIONS, AND SO THE DISCLAIMERS IN THIS AGREEMENT MIGHT NOT APPLY TO CUSTOMER.

8. LIABILITY EXCLUSIONS/LIMITATIONS AND INDEMNITY:

8.1 EXCLUSIONS/LIMITATIONS: NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT EXCEPT SECTION 8.2, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) EXCLUSIONS: THE LIABILITY (IF ANY) OF EACH PARTY AND ITS REPRESENTATIVES TO THE OTHER PARTY AND ITS REPRESENTATIVES ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING REED SERVICES, REED SOFTWARE AND REED DOCUMENTATION), THE TERMINATION OF THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY RELATED MATTER, IS LIMITED TO DIRECT DAMAGE SUFFERED BY THE OTHER PARTY ONLY, AND IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE OF ANY NATURE OR KIND WHATSOEVER OR FOR ANY LOSS OF DATA, INFORMATION, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, OR GOODWILL, ANTICIPATED OR OTHERWISE (INCLUDING BY REASON OF ANY EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN ANTICIPATION OF THE CONTINUANCE OR PERFORMANCE OF THIS AGREEMENT);

(b) LIMITATIONS: IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY AND ITS REPRESENTATIVES TO THE OTHER PARTY AND ITS REPRESENTATIVES, UNDER THIS AGREEMENT OR OTHERWISE, ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING REED SERVICES, REED SOFTWARE AND REED DOCUMENTATION), THE TERMINATION OF THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY RELATED MATTER, EVER EXCEED THE TOTAL AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO REED FOR REED SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE; AND

(c) APPLICATION/DEFINITION: THIS SECTION 8.1 APPLIES TO LIABILITY UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR ANY OTHER THEORY OF LAW OR UNDER ANY STATUTE), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY THE LIABLE PARTY OR ITS REPRESENTATIVES, AND EVEN IF A PARTY KNOWS OR OUGHT TO KNOW OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE BEING INCURRED AND REGARDLESS OF WHETHER OR NOT THE LOSS OR DAMAGE WAS FORSEEABLE; AND IN THIS AGREEMENT "REPRESENTATIVES" MEANS A PARTY'S PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, RESELLERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, AND OTHER REPRESENTATIVES.

8.2 EXCEPTIONS: THE EXCLUSIONS AND LIMITATIONS SET FORTH IN SECTION 8.1 DO NOT APPLY TO: (A) THE NON-PAYMENT OF FEES AND TAXES UNDER THIS AGREEMENT; (B) LIABILITY FOR PERSONAL INJURY TO OR THE DEATH OF AN INDIVIDUAL; (C) THE OBLIGATIONS SET FORTH IN SECTION 8.3; OR (D) LIABILITY FOR BREACH OF ANY OF SECTIONS 2.3 AND 2.4. THE LAWS IN SOME JURISDICTIONS PROHIBIT OR LIMIT THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES, AND SO THE LIABILITY EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT MIGHT NOT APPLY TO CUSTOMER.

8.3 INDEMNITY: CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS REED AND ITS REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING LEGAL FEES), CLAIMS, COMPLAINTS, DEMANDS, ACTIONS, SUITS, PROCEEDINGS, OBLIGATIONS AND LIABILITIES (INCLUDING LEGAL FEES AND EXPENSES AND SETTLEMENT PAYMENTS) ARISING FROM, CONNECTED WITH OR RELATING TO CUSTOMER DATA, MODIFIED CUSTOMER DATA, CUSTOMER'S USE OF REED SERVICES, REED SOFTWARE OR REED DOCUMENTATION OR ANY NEGLIGENCE, MISCONDUCT, OR BREACH OF THIS AGREEMENT BY CUSTOMER OR ANY PERSON FOR WHOM CUSTOMER IS RESPONSIBLE. NOTWITHSTANDING THE FOREGOING IN THIS SECTION 8.3, REED AND ITS REPRESENTATIVES RETAIN THE RIGHT TO PARTICIPATE (WITH COUNSEL OF THEIR OWN SELECTION AT THEIR SOLE COST AND EXPENSE) IN THE DEFENSE OF AND SETTLEMENT NEGOTIATIONS RELATING TO ANY THIRD PARTY CLAIM, COMPLAINT, DEMAND, ACTION, SUIT OR PROCEEDING.

8.4 FAIR ALLOCATION OF LIABILITY: THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT PRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY, AND THAT SECTIONS 7 AND 8 ARE ESSENTIAL PARTS OF THE BARGAIN BETWEEN THE PARTIES, CONTROLLING FACTORS IN SETTING THE FEES PAYABLE BY CUSTOMER FOR REED SERVICES, AND AN INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

9. Termination

9.1 Automatic Termination: This Agreement will automatically terminate, without any notice or liability to Customer, immediately upon expiration (non-renewal) or termination of all Subscriptions and completion or termination of all Professional Services.

9.2 Termination for Cause: Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement for cause effective immediately upon delivery of notice of termination to the other Party if the other Party breaches this Agreement (including failure to make a required payment on time) and has not remedied the breach within thirty (30) days after receipt of a default notice from the non-breaching Party identifying the breach and stating the non-breaching Party's intention to terminate this Agreement if the breach is not remedied within thirty (30) days, provided that the non-breaching Party delivers the notice of termination to the breaching Party no later than fifteen (15) days after the end of the cure period and while the breach is continuing, and provided that if the non-breaching Party does not give timely notice of termination to the breaching Party, and if the breach is continuing, then the non-breaching Party may give a further default notice in respect of the breach, in which case the provisions of this section 9.2 will apply in respect of that further default notice. Reed may in its discretion terminate this Agreement effective immediately upon delivery of notice of termination to Customer if Customer becomes insolvent, ceases to conduct business in the ordinary course, takes any step or proceeding available to Customer for the benefit of insolvent debtors, or is subject to a proceeding for liquidation, dissolution or winding up, or a receiver, receiver-manager, liquidator or trustee in bankruptcy is appointed in respect of all or substantially all of Customer's business and undertaking.

9.3 Termination Without Cause: Either Party may terminate this Agreement for any reason upon providing the other Party with 30 days' prior written notice of termination.

9.4 Discontinuation of Service: Notwithstanding any other provision of this Agreement, Reed may in its discretion terminate a Reed Service at any time upon 30 days' prior notice of termination to Customer if Reed determines in its discretion to cease making the Reed Service generally commercially available; and upon the termination Reed will refund to Customer the unused portion of any pre-paid fees for the terminated Reed Service.

9.5 Consequences of Termination: If this Agreement is terminated for any reason: (a) all Subscriptions will terminate immediately and automatically, without notice to either Party, and Customer and all Authorized Users will immediately cease using Dashboard Services, Reed Software and Reed Documentation; (b) all engagements for the provision of Professional Services will terminate immediately and automatically, without notice to either Party, and Reed will no longer be obligated to perform any Professional Services for Customer; (c) each Party will remain responsible and liable for all obligations and liabilities arising prior to the termination of this Agreement; and (d) Customer will promptly pay all outstanding fees and applicable Taxes for Reed Services provided prior to the termination date.

9.6 Survival: Notwithstanding any other provision of this Agreement, if this Agreement terminates for any reason then sections 2.3, 2.8(b), 2.8(e), 4, 5, 7, 8, 9.5, 9.6 and 10 of these General Terms and Conditions, and all other provisions necessary to their interpretation or enforcement, will survive the termination and will remain in full force and effect and be binding upon the Parties as applicable.



10. General
- 10.1 Notices: Unless a specific form of notice or notice delivery method is expressly specified in this Agreement, all notices required or permitted to be given under this Agreement will be in writing and will be delivered by courier or email to the Parties at their respective addresses indicated on an Order Form or at such other addresses as a Party may from time to time designate in a notice to the other Party pursuant to this section 10.1. A notice delivered personally or by courier will be deemed to have been received on the next day following the date of delivery. A notice delivered by email will be deemed to have been delivered on the next business day following the date on which the recipient acknowledges receipt of the email.
- 10.2 Governing Law: This Agreement and the subject matter of this Agreement and all related matters will be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in Ontario, excluding any laws that implement the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Commercial Code, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the province of Ontario with respect to any disputes, controversies and claims arising under, out of, in connection with, or in relation to this Agreement, or the making or validity of this Agreement, or its interpretation, or any breach thereof, or any related matters or any legal relationship associated therewith or derived therefrom.
- 10.3 Force Majeure: Notwithstanding any other provision of this Agreement, and except for payment obligations, neither Party will be liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if and to the extent performance is delayed or prevented due to a cause or causes that are beyond that Party's reasonable control (each a "Force Majeure Event"), including acts of God, fire, flood, earthquake, acts of war, sabotage (including network intrusions, hacking and denial of service attacks), vandalism, riots, insurrection or civil disobedience, strikes, lock-outs or other labour disruption, or act of government or government department or agency. Any delay or failure of that kind will not be deemed to be a breach of this Agreement by the defaulting Party, and the time for the defaulting Party's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.
- 10.4 Miscellaneous: The Parties are non-exclusive, independent contracting parties, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties. This Agreement will enure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns. Customer will not assign this Agreement without Reed's express prior written consent, which consent may be withheld by Reed in its discretion. Reed may in its discretion assign this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, then the provision will be construed, limited or modified to the extent necessary to eliminate the invalidity or, if necessary, be deemed severed from this Agreement, and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance this Agreement would fail in its essential purpose. No consent or waiver by Reed to or of any breach by Customer of its obligations under this Agreement will be effective unless in writing and signed by Reed, or deemed or construed to be a consent to or waiver of a continuing breach or any other breach of those or any other obligations of Customer. Except as expressly set forth in this Agreement, the Parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which they may be entitled under this Agreement or at law, and the Parties will be entitled to pursue all of their respective rights and remedies concurrently, consecutively and alternatively. Each of the Parties will execute any further documents and do any further acts or things that may be necessary to implement and carry out the intent of this Agreement.
- 10.5 Interpretation: In this Agreement: (a) a reference to "this Agreement" and other similar terms refers to this Agreement as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions; (c) reference in a document that forms part of this Agreement to a section by number only is a reference to the appropriate section in the document in which the reference is made; (d) "persons" includes individuals, corporations, partnerships, joint ventures, associations, trusts, unincorporated organizations, societies, and all other legal entities; (e) "including" or "includes" means including or includes, as applicable, without limitation or restriction; (f) "discretion" means a Party's sole, absolute and unfettered discretion; (g) words importing the singular number only include the plural, and vice versa; (h) words importing either gender include both genders; (i) reference to a day, month, quarter, or year means a calendar day, month, quarter, or year, unless the context indicates otherwise; and (j) "law" includes common law, equity, statutes, regulations and ordinances, and reference to a specific law includes all regulations and ordinances made under the law and all amendments to, or replacements of, the law or any regulation or ordinance in force from time to time, as applicable. The Parties have expressly requested and required that this Agreement and all related documents be drawn up in the English language, and any translations of this Agreement or related documents are for convenience only and are not binding on the Parties.
- 10.6 Entire Agreement: The Parties acknowledge the confidentiality agreement between the parties indicated on the relevant Order Form (the "Confidentiality Agreement") and acknowledge and agree that the Confidentiality Agreement will continue to apply to such parties as indicated on the relevant Order Forms. This Agreement and the Confidentiality Agreement, if applicable, set forth the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument that expressly states that it is an amendment to this Agreement and is signed (including using an electronic signature) by both Parties or their successors or permitted assigns.