

A. Scope/Applicability

1. SweetIQ Analytics Inc. (“**SIQ**”) is a Québec corporation with its principal office located at 150-1100 av. des Canadiens-de-Montréal, Montréal, Québec H3B 2S2, Canada.
2. These Terms and Conditions for Partner set out the rights and obligations of SIQ and any party (“**Partner**” and together with SIQ collectively the “**Parties**” and each individually a “**Party**”), who offer SIQ’s Products to business clients as further set out in the Partner Offer (“**Clients**”).
3. These Terms and Conditions for Partner and the “**Partner Offer**” (which sets out any further contractual obligations of the Parties together with individual specifications) constitute the entire agreement between the Parties and are hereinafter collectively referred to as the “**Contract**”. The Contract is an exhaustive and exclusive declaration of mutual agreement between the Parties. It replaces all previous oral and written agreements between the Parties that concern the subject matter specified in **Section B**. Any provision stipulated on the Partner Offer that departs from these Terms and Conditions for Partner shall take precedence over the latter.
4. These Terms and Conditions for Partner govern the contractual relationship between SIQ and the Partner in as far as the subject matter of agreement postulated in **Section B** of these Terms and Conditions for Partner is concerned; the same applies to all future orders and contracts from the Partner that pertain to said subject matter. Any and all terms and conditions of the Partner, present or future, concerning the subject matter are expressly excluded, unless agreed upon in writing by SIQ with the express statement that it amends the Contract.

B. Subject matter of the Contract

1. The Partner will advertise, market and resell the Products to Clients in its own name and on its own account (“**Business Resale**”) and only in the markets specified on the Partner Offer (“**Distribution and Resale Territory**”). Any Business Resale outside of the Distribution and Resale Territory is strictly subject to the prior written approval by SIQ. The Partner may continue to market and sell its own products and services without any limitation. At any time throughout the Term, SIQ may directly advertise, market and sell the Products to Clients in or outside of the Distribution and Resale Territory directly or indirectly through other partners. Any rights not expressly granted to Partner are reserved by SIQ. The Parties are and shall remain at all times independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the right to obligate or bind the other Party in any manner to any third party.
2. The subject matter of the Business Resale are all “**Products**” from SIQ. The “**Available Product Bundles**”, corresponding prices and sales terms are specified in detail and agreed as binding with the Partner on the Partner Offer. An up-to-date description of each Product listed on the form is available at <https://sweetiq.com/our-products/>. Updates or adjustments of individual Product and performance components, e.g. due to among others new legal situation, changed laws or the discontinuance of services rendered by Publication Partners, are permitted during the Term of the Contract and shall be published in due time.

C. General obligations of SIQ

1. The general obligations incumbent on SIQ result from the Partner Offer in conjunction with the Product descriptions, which may be reviewed on SIQ’s website, which are subject to change at any time.
2. SIQ develops and markets a Location Marketing Software Platform that allows companies to evaluate, publish and update their “**Location Data**”, such as their company name, address, contact details, photos, logos, on a number of different platforms (“**Publication Partners**”) and to include additional related services.
3. SIQ’s performances include economically expedient measures aimed at making the Location Data received from the Partner (Section D) available to Publication Partners for publication purposes. The list of Publication Partner will be individually selected and agreed between Partner and SIQ. The list may be changed by SIQ at any time. SIQ will take into consideration Partner’s interests before effecting any changes to the list of Publication Partner.
4. SIQ will take commercially reasonable efforts to ensure that the rights to operate and sell the Products are sustained for the Term of the Contract.
5. SIQ will provide reasonable support for Product-specific problems experienced by the Partner that the latter cannot resolve without SIQ’s assistance. Such support guidance concerning the integration of Clients in the SIQ database.

D. Transmission of Location Data: Platform and API

1. SIQ provides a “**Platform**” and/or Application Programming Interface (“**API**”) to the Partner, subject to each of the aforesaid availability, policies and procedures and subject to the rights granted by uberall GMBH to SIQ in connection with the Platform and API. The Partner will use the Platform and/or API to transmit all relevant acquired Location Data (transmission in a format specified by SIQ) of Clients in accordance with the scope and specifications provided for in the Contract.
2. The Platform is subject to continuous improvement and adjustment. All key functions offered by the Platform are accessible via the API. If the Partner desires to develop its own platform during the Term, SIQ shall grant the Partner access to the API and all associated important documentation.

3. The Partner may select to use the Platform as either a white label solution (in which SIQ cannot be identified as the supplier and owner of the Products), or to market SIQ's Products (in its own name and on its own account) with SIQ's company name disclosed as the owner of the Products. The Partner's choice will be individually agreed on the Partner Offer.

E. Obligations of the Partner

1. During the duration of the Contract, the Partner and companies affiliated with it are prohibited from, directly or indirectly via contractual relationships with SIQ competitors, advertise, market or resell any products within the Distribution and Resale Territory that are identical or similar to SIQ's Products (see individual agreement on the Partner Offer and the associated appendices) ("**Competing Business**"). The preceding sentence constitutes a material contractual duty of fundamental importance for SIQ. SIQ may terminate the Contract without observing a notice period in the event of an infringement against this material contractual duty, without limiting any claims that SIQ may have for damages at law. Until proven otherwise, all revenues generated from such Competing Business shall be deemed as profits lost by SIQ and payable by Partner to SIQ as direct damages. Without limiting any other recourse available to SIQ, SIQ is not required to make the Product available for any orders and inquiries of the Partner after the termination.
2. The Partner shall at all times comply with all laws, regulations and codes applicable in the specified Distribution and Resale Territory.
3. The Partner acknowledges and agrees that the publication and all Location Data are subject to the character restrictions, quality standards and other applicable content requirements of the Publication Partners, and that such contents may be fully or partially declined or modified at any time at the sole discretion of a Publication Partner and/or SIQ in order to render them compliant with these requirements. Possible reasons may, without limitation, include: (i) insufficient space, (ii) non-applicability of the Location Data for the Publication Partner's application, (iii) the use of location sources other than from SIQ by the concerned Publication Partner, (iv) the publication and update cycle of a distribution partner, (v) potential problems on the part of SIQ in geocoding the entirety of Location Data and (vi) modification of the design and/or positions of a placement of Client content. The Publication Partners may in some cases require the Partner and Clients to verify the Location Data (e.g. by mail or over the telephone requiring entry of a PIN number) prior to publication.
4. The Partner bears the sole responsibility for its contractual obligations resulting from the contractual relationship with the Client. The Partner bears the sole responsibility for all communications, correspondence and interaction with Clients in relation to the Products. The Partner shall provide its Clients with Client service and technical support for all reselling business transactions. The Client service and technical support are supposed to clarify questions raised by the Client and assist in rectifying the Client's technical and administrative problems ("**First and Second Level Support**"). SIQ is under no obligation to provide any support to the Partner or the Clients. SIQ shall reasonably assist the Partner in its troubleshooting efforts ("**Third Level Support**") in cases where First and Second Level Support is unable to resolve a problem that is attributable to the Products supplied by SIQ and that can only be resolved with the assistance of SIQ. Unless otherwise agreed to in writing, Partner shall reimburse SIQ for any and all cost arising out of or relating to SIQ's provision of Third Level Support.

F. Assignment of rights

1. SIQ grants the Partner a non-exclusive and non-assignable right of use to the Products and associated functionalities it has developed and made available to the Partner in accordance with, and subject to the terms and conditions of, the Contract. The right of use may only be sublicensed by the Partner to Clients and only for the purpose of administering Location Data in the SIQ database in accordance with, and subject to the terms and conditions of, the Contract.
2. Prior to publishing the Location Data, the Publication Partners require SIQ to grant certain rights in relation to the data processing of as well as title in said data. SIQ therefore requires the Partner to grant the rights specified in the following to SIQ and its Affiliates.
 - a. The Partner guarantees (i) it has the power and authority to enter into this Agreement and to grant SIQ and its Affiliates the rights granted herein; (ii) that it will only transmit a Client's Location Data to SIQ's database upon request by such Client; (iii) that it is authorised to use the Client's Location Data for this purpose; (iv) that it is authorised to disclose the Client's Location Data to SIQ and its Publication Partners; (v) that the Client's Location Data will not contain any viruses, spyware or other harmful code or materials; (vi) that the Client's Location Data constitutes a "primary" source of the Client's own business listings data, i.e., it originates or is derived directly from the Client, versus being derived from any secondary or aggregated sources; and/or be officially approved in writing by the Client as an official source of Client's business listings data; (vii) that the Client's Location Data will not contain any data, code or other materials that are subject to a GPL (GNU Public License) or LGPL (Lesser GNU Public License) license, ODbL (Open Database license), or any other license, that would impose obligations on SIQ or an Affiliate to distribute or disclose any data or software with which the Client's Location Data is combined or to permit third parties to reverse engineer or replace any portions of any data or software with which Client's Location Data is combined, that would require SIQ or an Affiliate to license patent rights to any party, or that would impose any other obligation or limitation on SIQ or an Affiliate not expressly set forth in this Agreement, and (viii) that the Location Data are current and accurate and that they are not

pornographic, unlawful, harassing, defaming, offensive or in any other way inappropriate, that they do not glorify violence, are not harmful for underage persons and that they do not violate the rights of third parties. For the purpose of the Contract, "Affiliate" means any (i) individual who or "Entity" (i.e., any corporation, firm, partnership, proprietorship, or other form of business organization) that in whatever country organized or resident, directly or indirectly, is controlled by, or is under common control with, or controls a Party; or (ii) Entity in which Party or any Entity in which any individual or Entity recited in Subparagraph (a) directly or indirectly has at least a fifty percent (50%) ownership or voting rights interest (whether through stock ownership, stock power, voting proxy, or otherwise), or has the maximum ownership interest it is permitted to have in the country where such Entity exists.

- b. The Partner grants a global, non-exclusive, transferable and gratuitous right (i) to collect, combine or modify the Location Data sent to the SIQ database, or to augment them with other data received by SIQ or its affiliated companies; (ii) to use the Location Data for SIQ-internal purposes; (iii) to sell, market, distribute, promote and advertise Products that contain Location Data; (iv) to disclose the Location Data and/or works derived from them to its Publication Partners (directly or via a sales chain) and (v) to indirectly grant use of the Location Data to the Clients of the Publication Partners via arrangements with the latter. This assignment of rights does not extend to a disposal or other sales of Client materials made available and SIQ is expressly prohibited from doing so. To the extent that the Location Data includes any personal information, as defined under applicable law, the Partner hereby represents and warrants that such personal information will be transferred in compliance with applicable law, and that any and all consents required in this regard for the purposes contemplated in the Contract will have been obtained by the Partner prior to the transfer.
 - c. A deletion, addition or modification of Location Data by the Partner will not affect the (sub)license SIQ has granted to its Publication Partners or Clients, provided such deleted, added or modified Location Data was used by said Publication Partner and/or its Clients. The Partner hereby acknowledges and agrees that SIQ is under no obligation to ensure the deletion of the concerned Location Data from any Products, systems or devices that are under the control of the contracting party, its Clients or a third party after the Location Data (or a part of the Location Data) has been used by a Publication Partner and/or one of its Clients, and that it is neither required to ensure a non-modification or non-usage of the concerned Location Data by such Publication Partner, its Clients or a third party.
 - d. SIQ will, in as far as necessary, grant the Partner a non-exclusive and non-assignable right of use to copyrights, brands or other protected materials, including but not limited to logos, brand names, partner names, works of visual art in relation to SIQ's Products, its Affiliates, licensors and partners. The right of use is limited to the advertising, marketing and reselling activities associated with SIQ's Products, as well as to the Distribution and Resale Territory and the performances associated with such activities as provided for in the Contract. The right of use is conditional on the Contract and automatically lapses upon the termination of the Contract. In the event SIQ identifies or reasonable believes of any non-conforming use, SIQ may request the Partner to promptly cease making use of the copyright, brand or other protected materials and to refrain from any further use, without limiting any other recourse available to SIQ at law. SIQ is granted a right of use to the Partner's brand(s) as reference Client(s) for marketing purposes and written sales presentations and make use of the Partner's brand names/company name and logo for these purposes. This includes, among others, the SIQ website and blog, marketing materials, event and exhibition booths, PR and social media activities as well as advertising materials for sales partners. The Partner further consents to the publication of a company success story and a reference statement (a quote) from the Partner. These will both only be published with the Partner's approval, which shall not unreasonably withheld.
3. If the Partner provides SIQ with feedback by email or otherwise, whether originating from the Partner, a Client or otherwise ("**Feedback**"), including without limitation in connection with the Platform, the development of any features, or suggestions regarding new or modified products or services, Partner grants SIQ a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, delete, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display that Feedback throughout the world in any media, now known or later developed, for any purpose whatsoever, commercial or otherwise, without providing compensation to Partner or any other person, without any liability whatsoever, and free from any obligation of confidence, and Partner waives any and all moral rights in the Feedback. Partner represents and warrants to SIQ that Partner has the right to grant such right to SIQ, and that it has obtained all appropriate consents, waivers and assignments in such regard.
 4. Except as expressly set forth herein, neither Party makes and expressly disclaims any warranties, whether express, implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for particular purpose or noninfringement.

G. Payment terms

1. The Partner shall pay SIQ a guaranteed fee for each reselling transaction concluded ("**POI Fee**"). The monthly POI Fee exclusive of sales taxes is calculated for each location and over the publication period set out in the Partner Offer or, if not specified, over a publication period of twelve (12) months ("**Publication Period**"). The POI Fee will depend on the Available Product Bundle sold by the Partner and will be due as defined individually or at the time of the transmission of the data as described in Section D.

("Order"), whichever occurs first. SIQ and the Partner may separately agree in writing on a minimum volume of locations or a minimum fee to be charged, as referred to in the Partner Offer or otherwise agreed individually.

2. Each Product will be available for purchase by the Client for the Publication Period. In the event the Partner deactivates the Location Data at an earlier point in time, SIQ shall, irrespective of the deactivation date, be entitled to invoice the Partner for the agreed POI Fees over the total Publication Period. Purchased Product subscriptions cannot be cancelled or refunded during the Publication Period after an Order has been placed. The same applies if the contractual relationship between SIQ and the Partner is terminated, including without limitation any termination for convenience, save and except in the case of termination due to a Force Majeure of SIQ as set out in Section K.8.
3. The POI Fee will be payable for the second Publication Period and all subsequent Publication Periods for as long as the Partner does not submit a request for deletion or deactivation during the Publication Period.
4. SIQ will invoice the amounts due pursuant to the Contract each month to the Partner along with any other applicable cost arising hereunder, including but not limited to bank fees as set forth in subsection 5 below, by the 15th day of the following month, and any applicable taxes. Payment must be made within thirty (30) days from receipt of the invoice, unless agreed otherwise to in writing.
5. Payments to SIQ must be made by bank transfer to the bank account or any other payment method as designated by SIQ. Any fees which may arise in connection to such transfer shall be paid by the Partner or reimbursed to SIQ.
6. The Partner may not make any deduction from the amount payable on an invoice. All taxes, charges, fees, contributions or similar amounts that are payable by the Partner in the context of the Contract, or that are related to the reselling business between the Partner and the Client, are borne and payable by the Partner.
7. Should the Partner fail to make timely payments as set forth herein, SIQ may: (i) impose a service charge on the unpaid balance at One Point Five Percent (1.5%) per month (i.e. 18 % per annum), or the maximum rate permitted by law, from the then current due date until the invoice and all service charges thereon have been paid in full. If allowed by applicable law, Partner shall also pay on demand any costs incurred by SIQ (including reasonable attorney's fees and legal expenses) in connection with the collection of any amounts due from Partner to SIQ which are not paid as agreed herein; (ii) refuse to take any further actions under the Contract until the amount due has been fully paid; and/or (iii) treat the failure of the Partner to make payments as a repudiation of the Contract by the Partner if the amount due remains unpaid after providing seven (7) days' notice to the Partner of such breach and an opportunity to rectify the breach. Such repudiation shall entitle SIQ to elect, without prejudice to any other rights of SIQ, to terminate the Contract in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of the Contract.
8. The Partner is not entitled to withhold any amount from any payment as set off, counterclaim or retention unless the terms and conditions of such set off, counterclaim or retention are agreed to in writing by SIQ.

H. Liability

1. SIQ:
 - a) SIQ shall not be liable for defective performance related to the respective Products that were fully or partly caused by wrong or inadequate handling of the Product by the Partner or the Client. This is, for example, the case where a performance completed by SIQ is only activated by a manual operation performed by the Partner or the Client.
 - b) NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT TO THE CONTRARY, SIQ SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR: (I) ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES; (II) EXCEPT PURSUANT TO SECTION E.1, ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS OR FOR ANY FINANCIAL OR ECONOMIC LOSS (WHETHER DIRECT OR INDIRECT) OR FOR ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE WHATSOEVER; OR (III) ANY OTHER AMOUNT IN AGGREGATE WITH ANY OTHER LIABILITY (BEING ANY PAST, PRESENT OR FUTURE LIABILITY) TO WHICH THIS SECTION APPLIES, THAT EXCEEDS THE AGGREGATE VALUE OF ALL PAYMENTS DURING AN APPLICABLE PUBLICATION PERIOD.
 - c) Any limitation of liability in favor of SIQ also extends to its Affiliates, employees, subsidiaries, representatives and agents.
2. Partner:

The Partner shall indemnify SIQ, its Affiliates, employee and agents (each an "**Indemnified Party**") against all costs, claims, demand, expenses, and liabilities of any nature, including without including, without prejudice to the generality of the foregoing, claims of damage to property, reasonable attorney's fees and loss of profit which may be made against an Indemnified Party or which an Indemnified Party may sustain, pay or incur as a result of or in connection with Partner's actions or inactions related to or arising out of the Contract unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to any breach of the Contract or guarantee by, or gross negligence or willful misconduct of, an Indemnified Party.

I. Term

1. The term of the Contract is twenty-four (24) months from the effective date, unless a different individual term is agreed on the Partner Offer ("**Initial Term**").
2. Each Party may terminate the Contract at the end of its Term by giving the other Party three (3) months written termination notice prior to the end of the Term. This Contract will otherwise automatically extend for an additional Term of twelve (12) months in each instance, unless terminated by one of the Parties ("**Renewal Term**" and together with the Initial Term herein referred to as "**Term**"). The Partner acknowledges and agrees that it shall have no right to terminate the Contract for convenience other than as expressly set out in the Contract.
3. Each Party may also terminate the Contract for cause and without adhering to a termination notice period to the extent permitted by law. Each Party may, for example, terminate the Contract without adhering to a termination notice period if the other party modifies its business model in a significant way that affects this Contract.
4. In addition to any other remedies that SIQ may have in law, SIQ may terminate or suspend the Contract or any part thereof if the Partner: (i) fails to pay any amount and such failure continues for fourteen (14) days after the Partner's receipt of a written notice demanding payment from SIQ; (ii) has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/or (iii) 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. Partner explicitly waives its right stipulated in 2125 of the Civil Code of Quebec, which allows for unilaterally terminate the agreement for convenience.
5. To the extent the Partner is not in breach of its payment obligations under the Contract, the Parties will be required to process Client orders and inquiries received by them during the Term after its expiry. In this context, SIQ remains required to make the Product available for these orders and inquiries for up to one year after expiry of the Term.
6. The Partner may only renew old contracts, extend their term or enter into new contracts with Clients after the end of the then applicable Term with the written approval of SIQ.
7. SIQ may terminate the business relationship at any time by giving four (4) weeks prior notice if the Partner administers less than 500 active locations in the SIQ database in each of the three (3) previous calendar month prior to dispatch of the termination notice.

J. Confidentiality

1. "Confidential information" means this Contract, all information relating to SIQ, the Partner and/or the Clients, as well as their respective Clients or business partners and all confidential information that was disclosed in circumstances that would cause a reasonable person to assume they are of a confidential nature, regardless whether the information is disclosed orally, figuratively, in writing or on another type of media. The Parties shall not disclose any confidential information without the prior written consent of the other Party. This includes the use of logos and names in publications for marketing or advertising purposes.
2. Confidential information of a Party does not include information which: (i) was already known to the other Party, before it was made accessible by the disclosing party; (ii) is or becomes generally known without the other Party's responsibility; (iii) was disclosed to the other Party by a third party without any transfer restriction; (iv) was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or (v) has to be disclosed based on a legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want implement.
3. The obligation to confidentiality will continue to bind both Parties for a term of two (2) years after this Contract has terminated or a period set forth by applicable law, whichever is longer.
4. Notwithstanding anything to the foregoing, SIQ may disclose Confidential Information to its Affiliates, employees and agents on a need to know basis.

The Parties agree to implement physical, technological, and organisational safeguards aimed at protecting any personal information (as defined by applicable law) connected or relating to the Contract, which safeguards will be appropriate to the sensitivity of the information. The Parties also agree to carry out such steps as may be necessary or required by applicable law with regards to the collection, use, or disclosure of personal information, including but not limited to, where required, the conclusion of written agreements with service providers or other third parties to whom personal information is transferred. The Partner represents and warrants that any personal information (as defined by applicable law) that it transfers to SIQ connected or in relation to this Contract will be transferred in compliance with applicable law, and that any and all consent required in this regard will have been obtained prior to the transfer. The Partner agrees that it will not transfer any personal information to SIQ connected or in relation to this Contract if it has not obtained valid consent from the individuals concerned or if it is not otherwise permitted to transfer this information under applicable law.

K. Miscellaneous

1. Partner shall not assign any of its rights under the Contract, except with the prior written consent of SIQ. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section K (1) is null and void.
2. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of or personally to the other Party, or (ii) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section K (2) of a change of address.
3. No waiver by SIQ of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by SIQ. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract 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.
4. Certain provisions set forth herein, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract, including but not limited to Sections H and J.
5. The Contract is for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right, benefit or remedy of any nature whatsoever under or by reason of the Contract.
6. Should any provision of the Contract be deemed incomplete, legally invalid or unenforceable, such provision may be severed from the Contract and be replaced by as closely an equivalent effective provision as possible. The remaining terms of the Contract shall remain in full force and effect.
7. Partner shall, at its sole expense, maintain and carry insurance in full force and effect. Insurance includes comprehensive general liability insurance for a limit of One Million US Dollars (USD 1,000,000) for each occurrence and Two Million US Dollars (USD 2,000,000) in the aggregate. Upon SIQ's request, Partner shall provide SIQ with a certificate of insurance from Partner's insurer evidencing the insurance coverage specified in this Section K (7). Partner shall provide SIQ with thirty (30) days' advance written notice in the event of a cancellation or material change in Partner's insurance policy. Except where prohibited by law, Partner shall require its insurer to waive all rights of subrogation against SIQ's insurers and SIQ.
8. SIQ shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond SIQ's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, sabotage, labor disputes, strikes, lock-outs, shortage in material or energy, acts, orders or priorities of any government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of SIQ. SIQ shall, on a commercially reasonable efforts basis, notify the Partner within two (2) weeks following the occurrence of any event of Force Majeure and shall, once available, supply all relevant information about its effects on the performance of the Contract. In case the duration of Force Majeure exceeds six (6) months, the Parties will have the right to terminate the Contract immediately. Contractual obligations performed up to such date of termination shall be remunerated.
9. Any claims, disputes or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the internal laws of the Province of Québec and the federal laws of Canada applicable therein, without regard to conflicts of laws that would require the application of the laws of another jurisdiction.
10. Notwithstanding Section K (11), the Parties agree that if any term, condition, obligation or restriction in this Contract is breached and that the damages to the aggrieved Party are difficult or impossible to ascertain or quantify, the aggrieved Party shall be entitled to injunctive relief, in addition to any other remedies which said Party may have at law.
11. SIQ reserves the right to amend these Terms and Conditions at its sole discretion at any time if adhering to a reasonable notice period of at least four (4) weeks. If Partner makes no objection within four (4) weeks after notification or publication, the amended Terms and Conditions are deemed accepted. The notification of the amendment will contain separate reference to the significance of this four-week notice period. If Partner objects to the amended Terms and Conditions in a timely manner, SIQ is entitled, under consideration of Partner's justified interests, to terminate the Contract with the Partner existing at the time at which the amendment enters into force; otherwise, the contractual relationship based on the previous Terms and Conditions remains in existence.
12. The Parties have requested and agreed that the Contract and all related documents and notices be drafted in the English language. *Les Parties ont demandé et convenu que le Contrat et tous les documents et avis y relatifs soient rédigés en anglais.*