



CUSTOMER AGREEMENT

This Coveo Customer Agreement (the “**Agreement**”) is between you and Coveo (as defined below). If you are agreeing to this Agreement not as an individual but on behalf of your company or other legal entity, then “**Customer**” or “**you**” or “**your**” shall refer to such entity and its affiliates, and you represent that you have the authority to bind such entity and its affiliates to this Agreement and you are binding your company to this Agreement. Coveo and you shall each be referred to as a “**Party**” and together as the “**Parties**” in this Agreement. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Products. Coveo may modify this Agreement from time to time, subject to the terms in Section 21 below.

You may not access Coveo Products if you are Coveo’s direct competitor, except with Coveo’s prior written consent. In addition, you may not access Coveo’s Products for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING OR ACCESSING COVEO PRODUCTS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS.

- 1.1. The following terms are defined in the sections of the Agreement listed with each term below: Product (Section 2); Documentation (Section 2), Software (Section 2), Hosted Services (Section 2), Support and Maintenance (Section 2), Professional Services (Section 2), Scope of Use (Section 4), Reseller (Section 4), Order (Section 4), Statement of Work (Section 4), Open Source Components (Section 5), License Term (Section 5), API (Section 5), Subscription Term (Section 6), Your Data (Section 6), HIPAA (Section 6), PCI DSS (Section 6) Sensitive Data (Section 6), Laws (Section 6), New Releases (Section 7), New Product (Section 7), Coveo’s Information (Section 8), Beta Version (Section 10), No-Charge Product (Section 10), Coveo Technology (Section 13), Feedback (Section 13), Confidential Information (Section 14), Receiving Party (Section 14), Disclosing Party (Section 14), Term (Section 15); Warranty Period (Section 16), Claim (Section 18), Force Majeure Event (Section 21);
- 1.2. “**Affiliate**” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a Party.
- 1.3. “**Authorized User**” means an individual who is authorized by you to use the Software and to whom you (or Coveo at your request) have supplied a user identification and password. Authorized Users may include, for example, your Affiliates, employees, consultants, contractors and agents.
- 1.4. “**Control**” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity

- 1.5. **“Coveo”** means the legal entity described in Section 20 (Who Customer is contracting with, notices, governing law and jurisdiction);
 - 1.6. **“Coveo’s Web Site”** means www.coveo.com;
 - 1.7. **“Deliverables”** means all custom developed documents, designs, and other materials authored or prepared by Coveo for you pursuant to a Statement of Work. The term “Deliverable” does not include the Product (including all modifications and/or enhancements to the Product), the Documentation, Coveo’s proprietary education and training content, and all pre-existing materials related to Coveo’s Professional Services processes and methodology;
 - 1.8. **“Document”** means an item of content, such as documents, emails, html pages and database records.
 - 1.9. **“External Event”** shall mean any Event sent to Coveo Usage Analytics that does not qualify as a Search-Related Event and may include, for example, a Customer defined Event sent following a media asset download on a portal;
 - 1.10. **“Query”** means the operation performed by Coveo in response to an HTTP/HTTPS request sent to the search APIs. A Query includes operations such as facet selection, retrieving quick views or additional results, each counting as a Query;
 - 1.11. **“Search-Related Event”** A search-related event is defined as the write operation performed by Coveo Usage Analytics in response to an HTTP/HTTPS request sent to the usage analytics APIs. For example, user triggered events such as queries, facet selection, clicking on search results and other user interactions of the user with Coveo interfaces would each be counted as an event;
 - 1.12. **“Server”** means one installation and / or application instance on a physical or virtual server.
2. **SCOPE OF THE AGREEMENT.** This Agreement governs your initial purchase as well as any future purchases made by you that reference this Agreement. This Agreement includes any Orders and any other referenced policies and attachments.

This Agreement governs (a) Coveo’s commercially available downloadable software products (currently designated as "On-premises" deployments) (**“Software”**), (b) Coveo’s hosted or cloud-based solutions (currently designated as "Cloud" deployments) (**“Hosted Services”**), (c) any related support or maintenance services provided by Coveo (**“Support and Maintenance”**), and (d) any related professional services, including services related to implementation and optimization of the Software or Hosted Services, change management and business practice optimization, and education and training (**“Professional Services”**). Software and Hosted Services, together with related Documentation, are referred to as **“Product or Products”**. The Products and their permitted use are further described in Coveo’s standard documentation (**“Documentation”**). Section 5 (Software Terms) applies specifically to Software, and Section 6 (Hosted Services Terms) applies specifically to Hosted Services, but unless otherwise specified, other provisions of this Agreement apply to all Products.

You are responsible for compliance with this Agreement by all Authorized Users. All use of Products by you and your Authorized Users must be within the Scope of Use and solely for the benefit of you or your Affiliates. You shall not use the Coveo Products to circumvent the terms and conditions of any agreement binding you with another third party supplier without prior written consent from such third party supplier which has to be communicated in writing to Coveo prior to deployment.

3. **ACCOUNT REGISTRATION.** You may need to register for a Coveo account in order to place Orders or access or receive any Products. Any registration information that you provide to us must be accurate, current and complete. You must also update your information so that Coveo may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your accounts.

4. **ORDERS.**

- 4.1. **Directly with Coveo.** Coveo's Product ordering documentation ("**Order**") will specify your authorized scope of use for the Products, which may include number and type of Authorized Users (as defined below), Documents, Events, External Events, Queries, storage or capacity, numbers of licenses, copies or instances, or other restrictions or billable units (as applicable, the "**Scope of Use**"). The term "**Order**" also includes any applicable Product or Support and Maintenance renewal, or purchases you make to increase or upgrade your Scope of Use.

- 4.2. **Reseller Orders.** This Agreement applies whether you purchase our Products directly from Coveo or through other authorized resellers (each, a "**Reseller**"). If you purchase through a Reseller, your Scope of Use shall be as stated in the Order placed by Reseller for you, and Reseller is responsible for the accuracy of any such Order. Resellers are not authorized to make any promises or commitments on Coveo's behalf, and Coveo is not bound by any obligations to you other than what Coveo specifies in this Agreement.

- 4.3. **Professional Services.** You may purchase Coveo's Professional Services pursuant to the terms and conditions set forth in Section 8 (Professional Services) below and in consideration of the fees set forth in a statement of work executed by the Parties and referencing this Agreement ("**Statement of Work**").

5. **SOFTWARE TERMS.**

- 5.1. **Your License Rights.** Subject to the terms and conditions of this Agreement, Coveo grants you a non-exclusive, non-sublicenseable and non-transferable license to install and use the Software during the applicable License Term in accordance with this Agreement, your applicable Scope of Use, and the Documentation. The term of each Software license ("**License Term**") will be specified in your Order. Your License Term will end upon any termination of this Agreement, even if it is identified as "perpetual" or if no expiration date is specified in your Order. The Software requires a license key in order to operate, which will be delivered as described in Section 9.1 (Delivery).

- 5.2. **Number of Instances.** For each Software license that you purchase, you may install the number of production instance of the Software specified on the applicable Order on systems owned or operated by you (or your third party service providers so long as you remain responsible for their compliance with the terms and conditions of this Agreement). You can also purchase licenses for certain of our Software offerings to allow you to deploy "non-production" instances, such as for development, staging or QA purposes. You and your

Affiliates may make one copy of the Software exclusively for backup and disaster recovery purposes. You must obtain Coveo's prior written approval to make any additional copies of the Software.

- 5.3. **API.** You may, in accordance with the Documentation, modify the script of the Software search interface by utilizing the Software application programming interface (the "**API**") provided by Coveo with the Software. You may also create and use a custom search interface through the API, provided however, that for No-Charge Products you must maintain at the same locations in the search interface and result pages the unaltered "Powered by Coveo" icon which includes the Coveo logo and a link to the Coveo's Web site. You may not relocate, remove or modify the previously mentioned icon from the search interface for any reason. You agree that the use of a Coveo trademark, logo or icon (each a "Mark") in a modified or new search interface does not give you any rights of ownership in that item.
- 5.4. **Open Source.** Notwithstanding the foregoing sub-section 5.1, you acknowledge that certain components of the Software may be covered by so-called "open source" software licenses ("**Open Source Components**"), which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. Coveo shall provide a list of Open Source Components for a particular version of the Software upon your request. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of the licenses applicable to Open Source Components require Coveo to make an offer to provide source code or related information in connection with the Software, such offer is hereby made. You acknowledge receipt of notices for the Open Source Components for the initial delivery of the Software.

6. **HOSTED SERVICES TERMS.**

- 6.1. **Access to Hosted Services.** Subject to the terms and conditions of this Agreement, Coveo grants you a non-exclusive right to access and use the Hosted Services during the applicable Subscription Term (as defined below) in accordance with this Agreement, your applicable Scope of Use and the Documentation. You acknowledge that our Hosted Services are on-line, subscription-based products and that Coveo may make changes to the Hosted Services from time to time.
- 6.2. **Subscription Terms and Renewals.** Hosted Services are provided on a subscription basis for a set term specified in your Order ("**Subscription Term**"). Except as otherwise specified in your Order, all subscriptions will automatically renew for periods equal to your initial Subscription Term (and you will be charged at the then-current rates) unless you cancel your subscription. If you cancel, your subscription will terminate at the end of then-current Subscription Term, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.
- 6.3. **Credentials.** You must ensure that all Authorized Users keep their user IDs and passwords for the Hosted Services strictly confidential and do not share such information with any

unauthorized person. User IDs are granted to individual, named persons and may not be shared. You are responsible for any and all actions taken using your accounts and passwords, and you agree to immediately notify Coveo of any unauthorized use of which you become aware.

- 6.4. **Your Data.** “Your Data” means any Document or other materials of any type that you upload, submit or otherwise transmit to or through Hosted Services. You will retain all right, title and interest in and to Your Data in the form provided to Coveo. Subject to the terms of this Agreement, you hereby grant to Coveo a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Hosted Service to you and (b) for Hosted Services that enable you to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as you (or your Authorized Users) direct or enable through the Hosted Service. Coveo may also access your account or instance in order to respond to your support requests.
- 6.5. **Security.** Coveo implements commercially reasonable security procedures to help protect Your Data from security attacks. However, you understand that use of the Hosted Services necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by Coveo, and Coveo is not responsible for any of Your Data lost, altered, intercepted or stored across such networks. Coveo cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers. You may not, without the prior written consent of Coveo’s security officer:
- i. conduct security, integrity, penetration, vulnerability or similar testing on the Hosted Services; or
 - ii. use any Hosted Services tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as robots) in conjunction with the Hosted Services;

6.6. **Responsibility for Your Data.**

6.6.1. **General.** You must ensure that your use of Hosted Services and all Your Data is at all times compliant with all applicable local, state, federal and international laws and regulations (“**Laws**”). You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data to Coveo and to grant the rights granted to Coveo in this Agreement and (ii) Your Data and its transfer to and use by Coveo as authorized by you under this Agreement do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under Section 6.5 (Security), Coveo assumes no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

6.6.2. **Sensitive Data.** Unless otherwise agreed by the Parties, you shall not submit to the Hosted Services (or use the Hosted Services to collect): (i) any personally identifiable information, except as necessary for the establishment of your Coveo account; (ii) any

patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations; (iii) any information with respect to a payment card, the account holder's name, account number, service code, card validation code/value/number, PIN or PIN block, valid to and from dates and magnetic stripe data and information relating to a payment card transaction or any financial account number, with or without any code or password that would permit access to the account (such as bank account numbers and debit or credit card number), except as necessary for the payment of your Order; or (iv) any other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations), (collectively, "**Sensitive Data**"). You also acknowledge that, unless otherwise agreed by the Parties, Coveo is not acting as your Business Associate or subcontractor (as such terms are defined and used in HIPAA) and that the Hosted Services are not HIPAA compliant. "**HIPAA**" means the Health Insurance Portability and Accountability Act, as amended and supplemented. You also acknowledge that, unless otherwise agreed by the Parties, the Hosted Services are not compliant with the Payment Card Industry Data Security Standard ("**PCI DSS**"). Notwithstanding any other provision to the contrary, Coveo has no liability under this Agreement for Sensitive Data.

6.6.3. **Indemnity for Your Data.** You will defend, indemnify and hold harmless Coveo from and against any loss, cost, liability or damage, including attorneys' fees, for which Coveo becomes liable arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or your use of the Hosted Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. This indemnification obligation is subject to your receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Coveo at your expense.

6.7. **Removals and Suspension.** Coveo has no obligation to monitor any content uploaded to the Hosted Services. Nonetheless, if Coveo deems such action necessary based on your violation of this Agreement, Coveo may (1) remove Your Data from the Hosted Services or (2) suspend your access to the Hosted Services. Coveo will generally alert you when Coveo takes such action and give you a reasonable opportunity to cure your breach, but if Coveo determines that your actions endanger the operation of the Hosted Service or other users, Coveo may suspend your access immediately without notice. You will continue to be charged for the Hosted Service during any suspension period. Coveo has no liability to you for removing or deleting Your Data from or suspending your access to any Hosted Services as described in this Section.

6.8. **Deletion at End of Subscription Term.** Coveo may remove or delete Your Data within a reasonable period of time after the termination of your Subscription Term.

7. **SUPPORT AND MAINTENANCE.** Coveo will provide the Support and Maintenance services for the Products described in the then-current Coveo Support Policy during the period for which you have paid the applicable fee. Support and Maintenance is subject to the terms of the Coveo Support Policy and will be provided at the support level and during the support term specified in your Order. The Coveo Support Policy may be modified by Coveo from time to time to reflect process improvements or changing practices. Support and Maintenance for Software includes access to New Releases, if and when available. You may use any New Releases that Coveo provides to you during a valid support term in the same way that you use Software, and New

Releases are included in the definition of Software in that case. “**New Releases**” are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that Coveo makes generally commercially available. New Products will not be provided to you as part of Support and Maintenance. Coveo may charge additional fees for New Products and you may choose whether or not to purchase New Products at your sole discretion. Notwithstanding the above, Coveo will not change the features or functions of the Product in a manner that would require you to pay additional fees for New Products to receive the same feature or function. “**New Products**” means products, modules, or components which may be used in connection with the Product or as standalone products and which are not part of a New Release, or other modification to the Product that is generally provided to all customers as part of normal Maintenance and Support. New Products may include products/services complementary to the Product that are provided by a Coveo third-party contractor and resold by Coveo, or products/services developed by Coveo directly.

8. PROFESSIONAL SERVICES.

8.1. **Statement of Work.** In the event of any discrepancy or inconsistency between a Statement of Work and the terms of this Agreement, this Agreement shall govern.

8.2. **Your obligations.** You will make available in a timely manner and at no charge to Coveo all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources necessary for the performance of the Professional Services hereunder. You will be responsible for, and assume the risk for any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by you.

8.3. **Professional Services Fees.** Professional services rates shall be specified in each Statement of Work. All Professional Services will be provided on a time and materials basis. Fees for Professional Services shall be invoiced to you monthly in arrears as accrued and in accordance with the applicable Statement of Work. Coveo will invoice you a minimum of four (4) hours (1/2 day) for onsite activities. Reasonable out of pocket traveling expenses (e.g., hotel, airfare, taxi, meals, etc.) incurred in travel to and from the project site or any other location requested by you will be invoiced to you.

8.4. Ownership of Work Product.

8.4.1. **Deliverables for the Software.** The Parties agree, subject to the terms of this Agreement, that upon full and final payment the Deliverables as required by a Statement of Work related to the Software shall become your sole and exclusive property and shall be considered works made for hire. In the event any such Deliverables do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Coveo hereby agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyrights, proprietary rights, trade secrets, and other right, title and interest in and to such Deliverables to you. Coveo agrees to render, at your sole cost and expense, all reasonably required assistance to you and to protect the rights herein above described.

8.4.2. **Deliverables for the Hosted Services.** Subject to the terms of this Agreement and upon your full and final payment for the Deliverables, you shall have a non-exclusive, non-transferable, internal use, object code license during the Subscription Term to use

the Deliverables resulting from Coveo's Professional Services related to the Hosted Services.

8.4.3. **Coveo's rights.** You acknowledge that Coveo provides consulting and development services to other customers and agree that nothing in this Agreement shall be deemed or construed to prevent Coveo from carrying on such business. In particular, you agree that, notwithstanding anything to the contrary set forth herein:

- a. Coveo shall have the right to retain a copy of each of the Deliverables for its records;
- b. as part of Coveo's provision of the Professional Services hereunder, Coveo may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for you, including without limitation software, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Coveo or by third parties under contract to Coveo (all of the foregoing, collectively, "**Coveo's Information**"); and
- c. Coveo's Information and Coveo's administrative communications, records, files and working papers relating to the Professional Services shall remain the sole and exclusive property of Coveo; provided Coveo's Information shall not include any of your confidential or proprietary information or any derivative works containing your Confidential or proprietary information.

8.4.4. **Permitted Use.** Notwithstanding anything to the contrary herein, each Party and its personnel shall be free to use and employ its and their general ideas, concepts, know-how, methods, techniques or skills in place prior to this Agreement, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing Professional Services hereunder, so long as it or they acquire and apply the same without violating the intellectual property rights of a Party or third parties and without unauthorized use or disclosure of any Confidential Information.

8.4.5. **License.** To the extent that Coveo incorporates any of Coveo's Confidential Information into the Deliverables, and effective upon your full and final payment for the Deliverables required by a Statement of Work, Coveo hereby grants you a royalty-free, non-exclusive, nontransferable, internal use, object code license to use such Coveo's Information solely in connection with your use of the Deliverables in accordance with any limitations set forth in the applicable Statement of Work.

9. FINANCIAL TERMS.

9.1. **Delivery.** Upon invoicing of the fees due under the applicable Order, Coveo will deliver the applicable license keys (in the case of Software) or login instructions (in the case of Hosted Services) to the email addresses specified in your Order. All deliveries under this Agreement will be electronic. For the avoidance of doubt, you are responsible for installation of any Software, and you acknowledge that Coveo has no further delivery obligation with respect to the Software after delivery of the license keys.

- 9.2. **Payment.** You agree to pay all fees in accordance with each Order. Unless otherwise specified in your Order, you will pay all amounts in U.S. dollars within thirty (30) days of your receipt of an invoice by Coveo. Coveo may assess a late fee at the rate of 1% per month or the maximum rate permitted by applicable law, whichever is less, for any amount due hereunder that is not paid when due and that is not the subject of a reasonably based dispute (“Undisputed Late Payment”). In the event an Undisputed Late Payment is not made within thirty (30) days of the date payment was due, Coveo shall have the further right, at its sole option, to suspend your access to the Product until payment is made. Other than as expressly set forth in Section 18.2 (IP Indemnification by Coveo), all amounts are non-refundable, non-cancelable and non-creditable. In making payments, you acknowledge that you are not relying on future availability of any Products beyond the current License Term or Subscription Term or any Product upgrades or feature enhancements. If you add Authorized Users or other billable units during your License Term or Subscription Term, Coveo will charge you for the increased number of Authorized Users or other billable units pursuant to the then-currently applicable rates in your next billing cycle. If you purchase any Products through a Reseller, you owe payment to the Reseller as agreed between you and the Reseller, but you acknowledge that Coveo may terminate your rights to use Products if Coveo does not receive our corresponding payment from the Reseller.
- 9.3. **Taxes.** Your payments under this Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Coveo, you must pay to Coveo the amount of such taxes or duties in addition to any fees owed under this Agreement. Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to Coveo any such exemption information, and Coveo will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.
10. **NO-CHARGE PRODUCTS.** Coveo may offer certain Products to you at no charge, including free accounts, trial use, and access to Beta Versions as defined below (“**No-Charge Products**”). Your use of No-Charge Products is subject to any additional terms that Coveo specifies and is only permitted for the period designated by Coveo. You may not use No-Charge Products for competitive analysis or similar purposes. Coveo may terminate your right to use No-Charge Products at any time and for any reason in our sole discretion, without liability to you. If you are participating in Coveo’s free 30-Day Trial, this Agreement lasts thirty (30) days from date of service authorization. At the conclusion of the free 30-Day Trial, if you choose not to purchase a Coveo Product, you will immediately cease all use of the Product. Any data you enter into the Product, and any customizations made to the Product by or for you will be permanently lost unless you purchase a license or a subscription to use the same Product as the one covered by the trial. You understand that any pre-release and beta products Coveo makes available (“**Beta Versions**”) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. Coveo makes no promises that any Beta Versions will ever be made generally available. In some circumstances, Coveo may charge a fee in order to allow you to access Beta Versions, but the Beta Versions will still remain subject to this Section (No-Charge Products). All information regarding the characteristics, features or performance of Beta Versions constitutes Coveo’s Confidential Information. To the maximum extent permitted by applicable law, Coveo disclaims all obligations or liabilities with respect to No-Charge Products, including any Support and Maintenance, warranty, and indemnity obligations.

11. **RESTRICTIONS.** Except as otherwise expressly permitted in this Agreement, you shall not:
- (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party;
 - (b) use the Products for the benefit of any third party other than as authorized in this Agreement;
 - (c) using the Products to provide service bureau, timesharing services, or shared processing services other than for its own use;
 - (d) exporting the Products into any country that does not have copyright laws that will protect the rights of Coveo and any third party software vendors from whom its licensing rights derive;
 - (e) disclosing a license code to a third party, creating or using a non-authorized license code or knowingly allow third parties to do so;
 - (f) incorporate any Products into a product or service you provide to a third party;
 - (g) interfere with any license key mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit your use;
 - (h) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law;
 - (i) remove or obscure any proprietary or other notices contained in any Product; or
 - (j) publicly disseminate information regarding the performance of the Products;
 - (k) use Coveo Products to circumvent the terms and conditions of the salesforce.com Master Service Subscription Agreement or any other agreement binding you with a third party supplier.

Each of the terms and conditions of this Section is material to the Agreement and your failure to comply with any of these terms and conditions will constitute sufficient cause for termination of the Agreement.

12. **LICENSE CERTIFICATIONS AND AUDITS.** At Coveo' request, you agree to provide a signed certification that you are using all Products pursuant to the terms of this Agreement, including the Scope of Use. You agree to allow us, or our authorized agent, to audit your use of the Products. Coveo will provide you with at least 10 days advance notice prior to the audit, and the audit will be conducted during normal business hours. Coveo will bear all out-of-pocket costs that Coveo incurs for the audit, unless the audit reveals that you have exceeded the Scope of Use. You will provide reasonable assistance, cooperation, and access to relevant information in the course of any audit at your own cost. If you exceed your Scope of Use, Coveo may invoice you for any past or ongoing excessive use, and you will pay the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to Coveo at law or equity or under this Agreement. To the extent Coveo is obligated to do so, Coveo may share audit results with certain of Coveo's third party licensors or assign the audit rights specified in this Section to such licensors.
13. **OWNERSHIP AND FEEDBACK.** Products are made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". Coveo and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Products (including all No-Charge Products), their "look and feel", any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for Coveo, including without limitation as they may incorporate Feedback ("**Coveo Technology**"). From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to Coveo, including in the course of receiving Support and Maintenance ("**Feedback**"). Coveo may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback

in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Coveo's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

Notwithstanding any other term of this Agreement, Coveo may access and use, and shall retain all right, title and interest in transactional and performance data related to use of the Products, which may include aggregated and anonymized data based upon Your Data, so long as such data does not reveal the identity or traits of any particular individual person.

14. **CONFIDENTIALITY.** Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information or any information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"). Any Coveo Technology, any commercial terms (including pricing) of this Agreement and any Order or Statement of Work (but not the mere existence of this Agreement) and any performance information relating to the Products shall be deemed Confidential Information of Coveo without any marking or further designation. Except as expressly authorized herein, the Receiving Party will use (and will ensure that its employees, Affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of any Disclosing Party's Confidential Information for any purpose other than as authorized by this Agreement unless authorized by the Disclosing Party. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

15. **TERM AND TERMINATION.**

- 15.1. **Term.** This Agreement is in effect for as long as you have a valid License Term or Subscription Term (the "**Term**"), unless sooner terminated as permitted in this Agreement.

- 15.2. **Termination for breach.** Either party may terminate this Agreement before the expiration of the Term if the other party materially breaches any of the terms of this Agreement and does not cure the breach within thirty (30) days after written notice of the breach. Either party may also terminate the Agreement before the expiration of the Term if the other party ceases to operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations.

- 15.3. **Effect of termination.** Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Once the Agreement terminates, you (and your Authorized Users) will no longer have any right to use or access any Products, or any information or materials that Coveo makes available to you under this Agreement, including Coveo Confidential Information. You are

required to delete any of the foregoing from your systems as applicable (including any third party systems operated on your behalf) and provide written certification to Coveo that you have done so at our request.

- 15.4. **Survival.** The following provisions will survive any termination or expiration of this Agreement: Sections 6.6.3 (Indemnity for Your Data), 9.2 (Payment), 9.3 (Taxes), 10 (No-Charge Products) (disclaimers and use restrictions only), 11 (Restrictions), 12 (License Certifications and Audits), 13 (Ownership and Feedback), 14 (Confidentiality), 15 (Term and Termination), 16.2 (Warranty Disclaimer), 17 (Limitation of Liability), 20 (Who You Are Contracting With, Notices, Governing Law And Venue) and 21 (General Provisions).

16. **WARRANTY AND DISCLAIMER.**

- 16.1. **Warranty.** Coveo warrants that the Products will perform in all material respects with Coveo's then current specifications for the Products set forth in the Documentation during the Term ("**Warranty Period**"). However, if you purchase a perpetual license for the Software, the Warranty Period shall be ninety (90) days. Coveo warrants that Support and Maintenance and the Professional Services will be provided in accordance with industry standards. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if you are an entity, this Agreement and each Order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND COVEO'S ENTIRE LIABILITY SHALL BE: (A) FOR COVEO TO CORRECT THE PRODUCT ERRORS THAT CAUSED BREACH OF THE WARRANTY; OR, IF COVEO CANNOT CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE TIMEFRAME, YOU MAY TERMINATE YOUR ORDER FOR THE SPECIFIC PRODUCT MODULE THAT IS IN BREACH AND RECEIVE A REFUND OF THE PRORATED AMOUNT OF THE FEES YOU PREPAID FOR SUCH PRODUCT MODULE THAT WERE TO APPLY TO THE REMAINDER OF THE UNEXPIRED TERM, AS CALCULATED FROM THE TERMINATION DATE THROUGH THE REMAINDER OF THE UNEXPIRED TERM; OR (B) FOR COVEO TO REPERFORM THE DEFICIENT PROFESSIONAL SERVICES PROVIDED THAT YOU NOTIFIED COVO IN WRITING OF ANY CLAIM THAT THE PROFESSIONAL SERVICES WERE NOT PROVIDED IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS WITHIN NINETY (90) DAYS OF COMPLETION OF THE STATEMENT OF WORK UNDER WHICH SUCH PROFESSIONAL SERVICES WERE DELIVERED.

- 16.2. **Disclaimer.** ALL NO-CHARGE PRODUCTS ARE PROVIDED "AS IS," AND COVEO AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, OR MERCHANTABILITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. COVEO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF COVEO. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COVEO NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY

PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE PRODUCTS (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PRODUCTS) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A HOSTED SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

17. LIMITATION OF LIABILITY.

- 17.1. **Indirect damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY (NOR ITS SUPPLIERS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 17.2. **Direct damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER SHALL EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO COVEO FOR PRODUCTS AND SUPPORT AND MAINTENANCE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- 17.3. **Carve-out.** THIS SECTION 17 (LIMITATION OF LIABILITY) SHALL NOT APPLY TO (1) AMOUNTS OWED BY YOU UNDER ANY ORDERS, (2) EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, (3) YOUR BREACH OF SECTION 11 (RESTRICTIONS) OR (4) A BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 14 (CONFIDENTIALITY). TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SUPPLIERS OF ANY THIRD PARTY COMPONENTS INCLUDED IN THE PRODUCTS WILL BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER.
- 17.4. **Survival.** The parties agree that the limitations specified in this Section 17 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

18. INDEMNIFICATION.

- 18.1. **General Indemnity.** Coveo agrees to defend, indemnify, and hold harmless you and your directors, officers and employees from and against any demands, damages, or liabilities (including reasonable attorneys' fees) arising from a third party claim that Coveo caused bodily injury (including death) or damaged real or tangible personal property.
- 18.2. **IP indemnification by Coveo.** Coveo will defend you against any claim brought against you by a third party alleging that a Product, when used as authorized under this Agreement, infringes a United States or European Union patent or registered copyright (a "**Claim**"), and Coveo will indemnify you and hold you harmless against any damages and costs finally awarded by a court of competent jurisdiction or agreed to settlement by Coveo (including

reasonable attorneys' fees) arising out of a Claim, provided that Coveo has received from you: (a) prompt written notice of the claim (but in any event notice in sufficient time for Coveo to respond without prejudice); (b) reasonable assistance in the defense and investigation of the claim, including providing Coveo a copy of the claim and all relevant evidence in your possession, custody or control; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the claim.

If your use of a Product is (or in our opinion is likely to be) enjoined, if required by settlement, or if Coveo determines such actions are reasonably necessary to avoid material liability, Coveo may, at its sole option and in our discretion: (i) procure a license for your continued use of the Product in accordance with this Agreement; (ii) substitute a substantially functionally similar Product; or (iii) terminate your right to continue using the Product and refund, in the case of Software, the license fee paid by you as reduced to reflect a three year straight-line depreciation from the license purchase date, and in the case of a Hosted Service, any prepaid amounts for the terminated portion of the Subscription Term.

Coveo's indemnification obligations above do not apply: (1) if the Product is modified by any party other than Coveo, but solely to the extent the alleged infringement is caused by such modification; (2) if the Product is used in combination with any non-Coveo product, software or equipment, but solely to the extent the alleged infringement is caused by such combination; (3) to unauthorized use of Products; (4) to any Claim arising as a result of (y) Your Data (or circumstances covered by your indemnification obligations in Section 6.6.3 (Indemnity for Your Data)) or (z) any third-party deliverables or components contained with the Products; (5) to any unsupported release of the Software; or (6) if you settle or make any admissions with respect to a claim without Coveo's prior written consent. THIS SECTION (IP INDEMNIFICATION BY COVEO) STATES OUR SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH ANY PRODUCT OR OTHER ITEMS PROVIDED BY COVEO UNDER THIS AGREEMENT.

19. **PUBLICITY RIGHTS.** Coveo may identify you as a Coveo customer in our promotional materials. You may request that Coveo stop doing so by submitting an email to media@coveo.com at any time. Please note that it may take Coveo up to 30 days to process your request.

20. **WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND VENUE.**

20.1. **Coveo's legal entity.** Who you are contracting with under this Agreement, who you should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit, depend on where you are domiciled.

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Mexico or a Country in Central	Coveo Software Corp., a Delaware corporation	620 Davis Street San Francisco, CA 94111, United States	California and controlling United States federal law	San Mateo County, California

or South America or the Caribbean				
Canada, a Country in Asia or the Pacific region	Coveo Solutions Inc., a Canadian corporation	3175 Chemin des Quatre-Bourgeois, Suite 200 Quebec City, QC G1W 2K7 Canada	Quebec and controlling Canadian federal law	District of Quebec, QC
A country in Europe, the Middle East or Africa	Coveo (Europe) B.V., a Dutch corporation	Beech Avenue 54-80 1119 PW Schiphol-Rijk, Netherlands	Netherlands	Netherlands

20.2. **Governing Law, Venue.** This Agreement will be construed in accordance with and governed by the applicable governing laws above without regard to choice or conflicts of law rules. In any dispute, whether in contract, tort, or otherwise, relating to this Agreement, the Parties agree to submit to the exclusive jurisdiction of the applicable courts above without regard to conflict of laws principles and the Parties hereby consent to personal jurisdiction and venue therein. The Parties agree that this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement regardless of when or where adopted.

20.3. **Dispute Resolution; Arbitration.** In the event of any controversy or claim arising out of or relating to this Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint an arbitrator. If the parties cannot agree on a single arbitrator, then there shall be three (3) arbitrators: one selected by each party, and a third selected by the first two. Arbitration will take place in the city where the courts have jurisdiction under the table set forth in Section 20.1. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

20.4. **Injunctive Relief; Enforcement.** Notwithstanding the provisions of Section 20.3 (Dispute Resolution; Arbitration), nothing in this Agreement shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

20.5. **Compliance with Relevant Laws and Regulations.** It is the intention of the Parties to comply with all applicable laws, domestic or foreign, in connection with the performance of its obligations hereunder. In the event that any provision of this Agreement, or any part hereof,

is found to be void, invalid or unenforceable, the remainder of this Agreement will be binding on the Parties, and will be construed as if the invalid or unenforceable provision or part thereof had been deleted, and the Agreement shall be deemed modified to the extent necessary to render the surviving provisions enforceable to the fullest extent permitted by law.

20.6. **Export Restrictions.** The Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your use of the Products. You shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You represent and warrant that (i) you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and (ii) that none of Your Data is controlled under the US International Traffic in Arms Regulations. The Products are restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the United States government.

20.7. **FAR.** The Products are commercial computer software. If you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products, or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

20.8. **Notices.** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given or made if hand delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by recognized courier service (e.g., Federal Express, DHL, UPS) (i) if to you: to the attention of "Legal" at the address listed in the Order (or to such other address as you may have designated by like notice forwarded to Coveo hereto), and (ii) if to Coveo: to the attention of "Legal" at the applicable address listed in the table above. Coveo may also provide notice to you via email or through your account.

21. GENERAL PROVISIONS.

21.1. **Force majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency (each a "**Force Majeure Event**").

- 21.2. **Assignment.** You may not assign this Agreement without our prior written consent. Coveo will not unreasonably withhold our consent if the assignee agrees to be bound by the terms and conditions of this Agreement. Coveo may assign our rights and obligations under this Agreement (in whole or in part) without your consent.
- 21.3. **Changes to this Agreement.** Coveo may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, Coveo will use reasonable efforts to notify you (by, for example, sending an email to the billing or technical contact you designate in the applicable Order, posting on our blog, through your Coveo account, or in the Product itself). If Coveo modifies the Agreement during your License Term or Subscription Term, the modified version will be effective upon your next renewal of a License Term, Support and Maintenance term, or Subscription Term, as applicable. In this case, if you object to the updated Agreement, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew. With respect to No-Charge Products, accepting the updated Agreement is required for you to continue using the No-Charge Products. You may be required to click through the updated Agreement to show your acceptance. If you do not agree to the updated Agreement after it becomes effective, you will no longer have a right to use No-Charge Products. For the avoidance of doubt, any Order is subject to the version of the Agreement in effect at the time of the Order. This Agreement may not be modified or amended by you without our written agreement (which may be withheld in Coveo's complete discretion without any requirement to provide any explanation).
- 21.4. **Entire Agreement and severability.** This Agreement is the entire agreement between you and Coveo relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
- 21.5. **Interpretation.** As used herein, "including" (and its variants) means "including without limitation" (and its variants).
- 21.6. **Waiver.** No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity.
- 21.7. **Independent contractors.** The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party.
- 21.8. **Language.** This Agreement has been drawn up in English at the request of the parties. Les parties ont convenu que la présente entente soit rédigée en anglais.