

REXEL USA, INC. SERVICES AGREEMENT
System Sales Terms and Conditions

These Terms and Conditions cover the sale by Rexel USA, Inc. ("Rexel USA") to its customer ("Buyer") of the hardware, software, and/or services (individually a Product and collectively Products) set forth in the Statement of Work, which shall be integrated as set forth in the Statement of Work (collectively the "Work"). These terms and conditions apply to services performed directly by Rexel USA, Inc. or its business units. Other terms may apply when the services are performed by a third party.

1. GENERAL. These Terms and Conditions along with the Statement of Work provided by Rexel USA in this proposal (the "Agreement") is the entire agreement of the parties, superseding any previous agreements and understandings, whether oral or written. In the event of any conflict between the Statement of Work and these Terms and Conditions, the provisions of the Statement of Work shall prevail. This Agreement exclusively will govern the sale and/or licensing by Rexel USA of the Work and any other Products furnished under this Agreement. No addition or modification to this Agreement will be binding unless mutually agreed to in writing. Each party rejects any other terms and conditions that are in addition to or not consistent with this Agreement that may be proposed by the other party or that appear or are referenced in Buyer's purchase order or other requisition or in Rexel USA's invoice.

2. PRICE. As provided in the Statement of Work exclusive of applicable taxes and duties unless otherwise specified.

3. PAYMENT. Net 10 days from date of invoice issued in accordance with the Pricing and Payment Schedule that is part of the Statement of Work unless otherwise set forth in the Statement of Work.

4. DELIVERY. Ex Works Rexel USA's facility or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Buyer upon the earlier of Rexel USA's delivery to Buyer or receipt by the first carrier for transport to Buyer, except that title to all intellectual property rights associated with the Work remains with Rexel USA or its suppliers and licensors.

5. ACCEPTANCE.

(a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Buyer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) Interim Approvals. Any Rexel USA provided interim Work deliverable requiring Buyer approval pursuant to the Statement of Work will be deemed accepted if formal Buyer approval, written or as otherwise required, is not received by Rexel USA within two calendar weeks after the date submitted.

6. CHANGES. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions:

(a) Buyer requested order changes, including those affecting the identity, scope, and delivery of the Work or Products;

(b) Concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances;

(c) Any delays caused by Buyer, its employees, affiliates, other contractors to Buyer, or any other party within Buyer's reasonable control;

(d) Any emergency endangering persons or property. In such circumstances, Rexel USA may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed by both parties or otherwise definitively authorized by both parties., Rexel USA will not begin work on a change until such change order is properly authorized. All claims relating to a change must be made within a

reasonable time after the occurrence giving rise to the claim. If the parties cannot agree on a change in pricing or schedule, it will be resolved pursuant to Section 26, Disputes.

Rexel USA reserves the right to substitute using the latest superseding revision or series or equivalent Product having comparable form, fit, and function, and such substitutions shall not be considered changes subject to the other terms of this section.

7. RETURNS. All returns of Products will be pursuant to Rexel USA's instructions.

8. DEFAULT, DELAYS, AND TERMINATION.

(a) Default by Rexel USA. If Rexel USA is in material default of its obligations in the Agreement, Buyer shall give Rexel USA written notice, and Rexel USA shall have 5 business days to begin action and 90 days (or longer if agreed to in writing) to cure the default. If Rexel USA fails to cure the default, Buyer may terminate this Agreement to the extent that Rexel USA is in default. Rexel USA's liability shall be limited to (a) the proportionate price of the terminated portion of the Work and (b) any documented direct excess procurement costs incurred by Buyer to complete the Work to a capability not exceeding that provided in the Statement of Work, but Rexel USA's liability for documented direct excess procurement costs shall be limited to 110% of any amounts paid for the terminated portion of the Work.

(b) Convenience of Buyer. Except as set forth in the Statement of Work, Buyer may terminate this Agreement for convenience prior to shipment by giving written notice to Rexel USA. Buyer shall pay for any Work performed before receipt of notice and any additional costs of termination (including third-party commitments, reasonable profit, and overhead as may be more specifically provided in the Statement of Work) upon submission of Rexel USA's invoices.

(c) Delays or Default by Buyer. If Buyer, its employees, affiliates, other contractors to Buyer, or any other party within Buyer's reasonable control causes the delivery, installation, or acceptance of the Work to be delayed beyond the time period set forth in the Statement of Work, or if Buyer materially fails to fulfill any condition of the terms of this Agreement, Rexel USA may elect to (a) withhold deliveries and suspend Work, or (b) place the Products in storage at Buyer's risk and cost. If such delay or other non-fulfillment is not rectified by Buyer within a reasonable time upon notice, Rexel USA may terminate this Agreement, and Buyer shall pay all costs of termination (including third-party commitments, reasonable profit, and overhead) upon submission of Rexel USA's invoices.

(d) Temporary Suspension of Work by Buyer. Except as set forth in the Statement of Work, Buyer may, by providing prior written notice, request that Rexel USA temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Buyer's anticipated duration of suspension, and the reasons for the suspension. Rexel USA shall suspend Work as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Buyer must pay Rexel USA the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rexel USA as a result of the suspension. Rexel USA shall resume the suspended Work after a change order is executed covering adjustments to the price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rexel USA may terminate this Agreement, and Buyer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rexel USA's invoices.

9. FORCE MAJEURE. Neither party will be liable for any loss, damage or delay arising out of its failure (or that of its subcontractors) to perform due to causes beyond its reasonable control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of such delay, performance date(s) will be extended as reasonably necessary to compensate for the delay.

10. SOFTWARE LICENSES AND OWNERSHIP. This Section shall only apply if software is identified as a specific deliverable in a Statement of Work.

(a) Standard Software. Software comprised of firmware or standard software (including, but not limited to packaged software, Rexel USA's or its suppliers' preexisting templates, models and library files, and commercially available

software) (collectively "Standard Software") is subject to Buyer's acceptance of additional terms and conditions set forth in separate Rexel USA or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Buyer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) Documentation and Application Software. Rexel USA hereby grants to Buyer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rexel USA as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rexel USA under the Agreement for operational use with Rexel USA's Standard Software or the Buyer's system as specified in the Statement of Work. Buyer is solely responsible for its modifications to documentation and Application Software. Except for any Buyer or third-party confidential information, Rexel USA retains all right, title, and interest to documentation and Application Software developed by Rexel USA. Buyer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Buyer. Buyer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rexel USA license agreement for software provided by Rexel USA under a Statement of Work, Rexel USA hereby grants Buyer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rexel USA or third-party software shall remain with Rexel USA or the third party.

(d) Ownership of Pre-existing Intellectual Property. Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) No Other Licenses. Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

11. WARRANTY.

(a) Products Warranty: Rexel USA warrants to Buyer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Products are in accordance with any standards set forth in the Statement of Work, Rexel USA's published specifications, and applicable recommendations of Rexel USA; and (2) the installation, adjustment, tuning, and start-up of the Products have been properly performed in accordance with Rexel USA's published specifications and any applicable recommendations of Rexel USA. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) Services Warranty: Rexel USA warrants to Buyer for the period of 30 days from the date services are provided that services shall be performed in a workmanlike manner conforming to standard industry practice.

(c) Remedies: Remedies under this warranty will be limited to, at Rexel USA's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products involved, but only after Rexel USA's receipt of Buyer's written notification of non-conforming Products or Work and the return of such products pursuant to Rexel USA's instructions. Replacement Products, at Rexel USA's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Buyer may request emergency on-site service, which will be at Rexel USA's expense (consisting of time, travel, and expenses incurred by Rexel USA related to such services). If the defective performance is not due to warranted defects in the Work or Products, the on-site service will be at Buyer's expense. On-site warranty services performed at Rexel USA expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or

transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(d) General: Warranty satisfaction is available only if (a) Rexel USA is provided prompt written notice of the warranty claim, and (b) Rexel USA's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rexel USA, accident, or unusual deterioration or degradation of the Products or Work or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(e) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED; IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

12. INTELLECTUAL PROPERTY INDEMNITY. Rexel USA or its suppliers will pay costs and damages finally awarded in any suit against Buyer to the extent based on a finding that the design or construction of any Work or Products as furnished, infringe any patent, utility model, copyright, or trademark granted or registered in the country of Rexel USA's shipping destination, provided that, Buyer: (i) promptly informs Rexel USA of the alleged infringement in writing; (ii) provides Rexel USA the exclusive right to defend and settle the suit, at Rexel USA's expense; and, (iii) provides all reasonable information and assistance requested for the defense. Rexel USA shall have no liability for any infringement that is based upon or arises out of: (a) compliance with Buyer's instructions, specifications or designs; (b) use of Work or Products in a Buyer or third-party process; or, (c) combinations with other equipment, software or materials not supplied by Rexel USA. The foregoing states the sole and exclusive obligations of Rexel USA and its suppliers for intellectual property infringement.

13. GENERAL INDEMNITY. Rexel USA agrees to indemnify the Buyer from any suit or proceeding by third parties (which are not Rexel USA employees) for damage to third-party tangible property and for bodily injury to the percentage extent directly caused by Rexel USA's negligence in the performance of this Agreement. This indemnity is contingent upon Buyer giving Rexel USA prompt notice of any such suit or proceeding and all necessary information and assistance so that Rexel USA may defend or settle such claim and provided Buyer does not take any adverse position in connection with such claim. If any such damage or injury is caused by the joint or concurrent negligence of Rexel USA and Buyer, or any agent, subcontractor, or supplier to Buyer, each party shall pay for its own defense, and the liability of each party shall be borne in proportion to the party's negligence.

14. DISCLAIMER AND LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL, OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR ANY OTHER FORM OF INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. REXEL USA DISCLAIMS ALL LIABILITY RELATIVE TO GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY BUT NOT REQUIRED OF REXEL USA BY THE STATEMENT OF WORK. ANY ACTION BY EITHER PARTY MUST BE BROUGHT WITHIN 18 MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION. THIS PROVISION EXTENDS TO THE BENEFIT OF REXEL USA'S PARENT, SUBSIDIARIES, AFFILIATES, VENDORS (INCLUDING ROCKWELL AUTOMATION, INC.), AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES.

15. BUYER SPECIFICATION.

(a) Unless otherwise specified in the Statement of Work, Rexel USA does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Buyer and incorporated

into the Work or Products, (ii) products supplied by, made by or sourced from Buyer or other manufacturers or vendors specified by Buyer; or (iii) commercially available computer software, hardware, and electrical components. (Such Buyer supplied/specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Buyer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rexel USA to the extent permissible thereunder.

(b) RoHS: Buyer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Buyer will notify Rexel USA prior to shipment of the Buyer supplied/specified products to Rexel USA. Buyer will indemnify Rexel USA against any claim arising out of Rexel USA's use of Buyer supplied/specified products.

16. INSURANCE. During the term of this Agreement, Rexel USA shall maintain, at its sole expense, the following minimum insurance coverages:

(a) Workers' Compensation: statutory in accordance with applicable law;

(b) Employer's Liability: \$1,000,000 per accident, per employee, per disease;

(c) Commercial General Liability: \$2,000,000 per occurrence single limit of liability, \$2,000,000 general aggregate that shall include but not be limited to contractual liability, premises liability, advertising liability, and product liability; and

(d) Commercial Automobile Liability: \$2,000,000 per occurrence combined single limit of liability, covering all owned, leased, and non-owned vehicles.

(e) Professional Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate.

17. BUYER INFORMATION.

(a) Buyer represents and warrants that it has the rights to the information provided or made available by Buyer to Rexel USA, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Buyer Information"), for Rexel USA to perform its obligations under this Agreement and that such access to and use of Buyer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Buyer agrees to indemnify Rexel USA from any claims arising out of Rexel USA's use of Buyer Information pursuant to the Statement of Work.

(b) In Rexel USA's performance of services, sales activities, or in connection with Buyer's use of Rexel USA Products, Rexel USA may obtain, receive, or collect data or information, including Buyer's contract information, computer system profile, Rexel USA Product installation data, and Buyer's usage specific data of Rexel USA Products (collectively, the "Data"). In such cases, Buyer grants Rexel USA and its suppliers a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rexel USA and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Buyer's use of the Products. In addition, Buyer grants Rexel USA and its affiliates a license to use and aggregate the Data in support of Rexel USA's marketing and sales activities. Rexel USA and its affiliates may also use this information in the aggregate, in a form which does not personally identify Buyer, to improve Products and Rexel USA may share anonymous aggregate data with our third party suppliers and service providers.

18. SAFETY AND STANDARDS.

(a) Rexel USA is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement.

(b) Buyer must inform Rexel USA of any other laws, regulations, or standards that may apply to the Work. Rexel USA will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work.

(c) Rexel USA is not responsible for laws, regulations, or standards that apply to Buyer's (or end user's, if different from Buyer) facility, equipment, process, information system, or data.

19. SITE RULES, LICENSES, PERMITS, SITE PREPARATION.

(a) Rexel USA agrees to comply with all applicable posted site rules of Buyer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Buyer's site rules that have been incorporated into the Statement of Work.

(b) Buyer is responsible for:

- (1) all licenses, permits, clearances, and site access rights;
- (2) all sites being ready and equipped with all necessary Buyer furnished equipment and facilities;
- (3) the sites, including any required Buyer fixtures or facilities being safe, hazard free; structurally sound, and sufficient;
- (4) reasonable access to the worksite;
- (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rexel USA or third-party provided instructions, warnings, recommendations and documentation;
- (6) all other factors affecting the Work that are outside of the direct control of Rexel USA; and
- (7) indemnifying Rexel USA for any claims to the extent directly caused by Buyer's breach of the obligations listed in this section 19(b) above.

20. GOVERNMENT CLAUSES AND CONTRACTS. No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Agreement except to the extent agreed in writing by Rexel USA.

21. EXPORT CONTROL. Products and associated materials supplied or licensed hereunder may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision to the contrary, if U.S. or local law requires export authorization for the export or re-export of any Product or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date, and Rexel USA will be relieved of any obligation relative to the delivery of the Product(s) or Work subject to such delayed authorization without liability of any kind to Buyer or any other party. Further, if any required export authorization is denied, Rexel USA will be relieved of any further obligation relative to the sale and/or license and delivery of the Product(s) or Work subject to such denial without liability of any kind to Buyer or any other party. Rexel USA will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Rexel USA's discretion.

22. ASSIGNMENT. This Agreement may not be assigned in whole or in part by either party without the written consent of the other. However, consent will not be required for internal transfers and assignments between party and its parent company, subsidiaries, or affiliates as part of a consolidation, merger, or any other form of corporate reorganization.

23. INDEPENDENT CONTRACTORS. The parties at all times will be independent. Neither party is an employee, joint venturer, agent or partner of the other; neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of, or in the name of the other. The employees, methods, facilities, and equipment of each party at all times will be under the exclusive direction and control of that party.

24. DISPUTES. THE PARTIES WILL ATTEMPT IN GOOD FAITH TO PROMPTLY RESOLVE ANY DISPUTE BY NEGOTIATIONS BETWEEN REPRESENTATIVES WHO HAVE AUTHORITY TO SETTLE THE DISPUTE. ANY DISPUTE NOT RESOLVED BY NEGOTIATION MAY THEN BE SUBMITTED TO A COURT OF COMPETENT JURISDICTION IN ACCORDANCE WITH THE TERMS PROVIDED IN THIS AGREEMENT. THESE PROCEDURES ARE THE EXCLUSIVE PROCEDURES FOR THE RESOLUTION OF DISPUTES BETWEEN THE PARTIES.

25. GOVERNING LAW AND FORUM. This Agreement and all disputes arising under it will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state

of Texas but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods.

26. CONFIDENTIALITY.

(a) During the term of this Agreement and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other; provided that Rexel USA may disclose, use and reveal any such data and information to its vendors and suppliers in the performance of or related to its obligations under this Agreement and such Rexel USA vendors and suppliers may disclose, use and reveal such data and information in the performance of their obligations related to Rexel USA's obligations under this Agreement.

(b) "Recipient" and "Discloser" shall refer to Buyer and Rexel USA in their respective roles as both recipient and discloser of Confidential Information under this Agreement.

(c) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Agreement; (ii) that the Recipient can prove by written documentation was known to it prior to disclosure by the Discloser; (iii) that the Recipient subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that the Discloser discloses to a third party on a non-confidential basis; or (v) that was independently developed by the Recipient.

(d) The Recipient shall not use or disclose any Confidential information, except as expressly authorized by this Agreement, and shall protect all such Confidential information using the same degree of care which Recipient uses with respect to its own similar proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. Recipient shall take prompt and appropriate action to prevent unauthorized use or disclosure of the Confidential Information.

(e) If any Confidential information must be disclosed to any third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of the Recipient, the Recipient shall promptly notify the Discloser of the order or request and permit the Discloser (at its own expense) to seek an appropriate protective order.

27. SEVERABILITY. If a provision of this Agreement is found unenforceable by law, the remainder of this Agreement shall continue in full force and effect. A delay or failure in enforcing any right or remedy under this Agreement shall not prejudice or operate to waive that right or remedy.

28. COUNTERPARTS. This Agreement may be executed in multiple counterparts.

29. NOTICE. Written notice will be deemed to have been given under this Agreement on the date when the notifying party personally delivers such notice to the other part or mails or sends notice to the other party by certified or registered mail or by telephone facsimile, directed to the addresses and telephone numbers set forth in this Agreement unless written notice of a change of address has been given in accordance with this paragraph.

30. LANGUAGE. The parties acknowledge that they have required that the agreement evidenced hereby be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat. In the event of a conflict between the English and other language versions, the English version will prevail.