

Cyber Defence Corp Partner Terms of Use

By enrolling as a CYDEF Partner, the company or entity ("**you**", "**your**" or "**Partner**") that has entered into the Partner Agreement ("**Agreement**") agrees to be bound by these CYDEF Partner Terms of Service, which are supplementary to, form part of, and are governed by, the CYDEF Standard Terms of Service available at [LINK] in addition to any other documents, terms and conditions (as each may be modified) that are referenced in the Agreement.

Any capitalized terms used herein and not defined below shall have the meaning ascribed to that term in the CYDEF Standard Terms of Service available at [Cydef.ca/policies/terms-of-service.html](https://cydef.ca/policies/terms-of-service.html).

1. Definitions. For the purposes of the Agreement, the following terms shall have the meanings as set forth below:
 - (a) "**Agreement**" means the CYDEF Partner Agreement entered into between CYDEF and the Partner, which governs the terms of these Terms of Service, including any document or agreement incorporated herein by reference.
 - (b) "**Partner**" means any entity (individual or otherwise) which has agreed to and signed a Partner Agreement with CYDEF.
 - (c) "**Customer Data**" shall have the meaning ascribed to it in section 1 of the Standard Terms of Service.
 - (d) "**End Customer**" or "**End User**" means any customer of CYDEF or Partner that has purchased or subscribed to the Services.
 - (e) "**Program**" means the following, including the original and all whole or partial copies:
 - i. Machine-readable instructions and

- ii. data;
Components;

- iii. Audio-visual content (such as images, text, recordings, or pictures); and
- iv. Related licensed materials

The term “**Program**” includes any CYDEF program or a non-CYDEF program provided under its applicable license terms that CYDEF may approve you to market.

(f) “**Term**” has the meaning attributed to that term in Section 23 of the Agreement.

2. Taxes. All Fees shall be subject to any applicable local, provincial, federal, sales, or other tax (collectively “**Taxes**”). Each party shall be responsible for the payment, withholding, or remittance of any applicable taxes related to the payment Fee hereunder. Any applicable taxes shall be correctly and separately reflected on a statement of account or invoice provided with payment.
3. Grant of License. CYDEF may provide to you, or you may receive, (a) “**Information**” which includes **Confidential Information**,

“**Customer Data**” =, and “**Personal Data**.” CYDEF grants you a limited, non-exclusive, non-transferable, non-sublicensable license, while the Agreement is in effect, to access and use Information solely for your internal use and only for the purposes of (a) marketing and delivery of the Products and Services; (b) development of Partner’s value-added services for the sole purpose of enabling and supporting customers’ use of the Products and Services; or (c) assisting CYDEF to sell the Products and Services. You will use the Information solely in accordance with (d) the Agreement, (e) any additional terms and conditions that may accompany the Information, such as a clickwrap or browsewrap agreement, that are incorporated to the Agreement by reference, or a notice indicating that additional terms apply to the Information (collectively, “**Accompanied Terms**”), and (f) any Terms of Service if you access or use Information through the CYDEF websites. You will use and manage Customer Data in accordance with and subject all applicable privacy and data protection laws, and in accordance with

CYDEF's Privacy Policy available at [Cydef.ca/Policies/privacy.html](https://cydef.ca/Policies/privacy.html). All Information shall remain the property of CYDEF. Any rights not expressly granted to you are reserved by CYDEF.

receipt from CYDEF;

4. Errors and Availability. CYDEF is not responsible for any errors or delays in transmission that may occur prior to our receipt of the transmission. All transmissions are considered received by CYDEF only when actually received by CYDEF. Access to the Services may be unavailable without notice at certain times, and CYDEF will not be liable for any damages or losses that may result from such unavailability.
5. Confidential Information. As a Partner, you may have access to or be exposed to any materials, data, or information, whether in written, oral, electronic, website-based, or other forms, that is not generally known to the public (collectively, "**Confidential Information**"). You will keep all Confidential Information strictly confidential despite any termination of the Agreement, using at least the same degree of care as you use to protect your own confidential or proprietary information, but no less than reasonable care. Notwithstanding anything to the contrary in the Agreement, your confidentiality obligations with respect to Personal Data and trade secrets (including technical information about current Product and Services and all information about unreleased products and services) of CYDEF or Affiliates shall never expire. You may share Confidential Information with only your employees who have a need to know in furtherance of the business relationship between you and CYDEF and who are subject to legally binding obligations of confidentiality at least as restrictive as those imposed on you in the Agreement. You are fully liable for any breach of this paragraph by your personnel. These confidentiality obligations do not apply to any Confidential Information that (a) you can demonstrate was already in your possession before your

(b) is or becomes publicly available through no fault by you or your personnel; or (c) you rightfully received from a third party who has no duty of confidentiality to CYDEF. If you are required by a government body or court of law to disclose any Confidential Information, to the extent permitted by law, you agree to give CYDEF reasonable advance notice so that CYDEF may contest the disclosure or seek a protective order. You acknowledge that damages for improper disclosure of Confidential Information may be irreparable and that CYDEF shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity. Notwithstanding any separate confidentiality agreement you have with CYDEF, you authorize and agree that information regarding your business with CYDEF and information, including Personal Information, you provide to CYDEF in connection with your role as a Partner may

be accessed and used by CYDEF and Affiliates and their employees and contractors for sales and marketing purposes and for any purpose related to your role as a Partner or the relationship between you and CYDEF (collectively, "**Purpose**") and may be disclosed to relevant resellers or Partners, governing body, or your customers or end-users for the Purpose or to fulfill CYDEF obligations to you and/or your customers or end-users.

6. [Personal Data](#). If you provide to CYDEF any Personal Data about your personnel, customers or prospects, you represent that you have obtained permission for CYDEF to receive Personal Data and to use and disclose the Personal Data as authorized in the Agreement or any document incorporated by reference therein. Any Processing (as that term is defined in the Data Processing Agreement available at [Cydef.ca/Policies/DPA.html](https://www.cydef.ca/Policies/DPA.html)) of Personal Data shall be subject to the terms of CYDEF's Privacy Policy available at

[Cydef.ca/Policies/privacy.html](https://cydef.ca/Policies/privacy.html) and Data Processing Agreement, if applicable.

7. Partner Lead Contact Data. You will provide Partner Lead Contact Data to CYDEF upon request in accordance with the Agreement and these Terms of Service. The term "**Partner Lead Contact Data**" shall mean any contact's information, which CYDEF did not provide to Partner, including first and last name, e-mail address, phone number, company name, company address and physical locations, number of assets to be monitored, and duration of the request for Services. Partner Lead Contact Data will not be used by CYDEF for its direct sales or marketing efforts except with your prior approval and express consent or except if such data is obtained by CYDEF independently from other sources. CYDEF shall be entitled to accept or reject Partner Lead Contact Data, in its sole discretion, for the purpose of benefit or incentive calculations, if any.

8. Records. During the term of the Agreement, and for a period of three (3) years thereafter, you will maintain legible, accurate and complete books, records, and documents concerning the Agreement and your activities hereunder. At the end of this retention period, you will appropriately dispose of all records. Upon CYDEF request, you will cooperate with and assist CYDEF with any audit, review, or investigation ("**Audit**") that relates to (a) the Agreement or your compliance with laws; (b) your marketing, sale, distribution, licensing, or delivery of Products and Services, whether sourced from CYDEF or a third- party; (c) any rebates, incentives, concessions, or other amounts paid or payable to CYDEF; (d) compliance with logo brand guidelines, or (e) any amounts due to CYDEF. In connection with an Audit, you will deliver all records, information, and documents reasonably requested by CYDEF. CYDEF has the right to conduct onsite Audits, and you will grant

CYDEF and its employees and representatives with reasonable access to information, records, personnel, and customers (including customer agreements to verify your

compliance with the Agreement) and provide entry and access to your premises or other locations (during normal business hours) where such information and records are located. Failure to cooperate with an Audit or provide the information or records requested by CYDEF is a material breach of the Agreement. CYDEF will pay the costs of an Audit except where a discrepancy of five (5) percent or more is discovered in the information disclosed by you, in which case you agree to be responsible for all reasonable costs. Before accepting certain large purchase orders, CYDEF may request, and you agree to provide, evidence (excluding confidential terms and pricing) that a final binding purchase order has been placed by the end-user customer for the CYDEF products and/or services being order (please note required evidence will be subject to CYDEF approval and will not include letters of intent, purchases conditional on a future event, internal distributor documentation, or awards of public tender offers).

9. [Restrictions](#). CYDEF may deny any claim that it believes, in its sole discretion, does not conform to the Agreement. CYDEF may, without prior notice, immediately suspend or terminate any quote, purchase order, registration or your participation as a Partner if you provide CYDEF or customers any inaccurate, incomplete, or fraudulent claims or information or if you engage in activities that may cause damage, embarrassment or adverse publicity to CYDEF, or any of its officers, directors or employees. CYDEF records and systems shall be authoritative and conclusive for purposes of determining your eligibility as a Partner or for any benefits. CYDEF reserves the right to interpret the rules of its Partner program in its sole discretion. All decisions made by CYDEF are final.
10. [Changes to Products or Services](#). CYDEF reserves the right to change or cease providing any Product or Service. In the event CYDEF implements any such change to the Product or Service, CYDEF will provide ninety (90) days' notice to you, and you will provide such notice to affected

customers or end-users. CYDEF may, in its sole discretion, choose to (1) honor the terms of any customer or end-user until the end of their service agreement; or (2) refund any prepaid amounts to the customer or end-user. You agree to reasonably support CYDEF in facilitating such response to customers or end-users.

11. [Fees for Delivery](#). CYDEF reserves the right to charge you a fee for orders fulfilled directly by CYDEF for the managing the ordering process from scheduling through delivery, or the Service start date, as applicable, and issue to you an invoice for same. You are responsible for fees of other parties acting on your behalf to provide CYDEF Products or Services. CYDEF will issue such invoices on the first day of each month.
12. [No Other Payments](#). Except as expressly provided in the Agreement, the Partner shall not be entitled to any fees, reimbursements, or other payments.
13. [Quarterly Reports](#). CYDEF may provide you with quarterly reports or summaries of the end-user licenses and revenue accruing from the Products or Services to your end-users under the Agreement. CYDEF may also, in its sole discretion, require you to develop together with CYDEF a mutually acceptable business plan setting out your marketing plans under the Agreement.
14. [Marketing Funds and Promotional Offerings](#). CYDEF may provide marketing funds and promotional offerings ("**Funds**") In the event CYDEF provides Funds, you agree to use same in accordance with the Agreement and to maintain accurate records with respect to Funds for the Term of the Agreement and at least three (3) years thereafter. In the event you breach the Agreement, CYDEF reserves the right to request from your repayment of any Funds

paid by CYDEF during or subsequent to such breach. Upon receiving notice of termination under the Agreement, you will cease having access to Funds. CYDEF hereby grants to Partner a limited, non-exclusive, non-transferable, fully revocable, worldwide license to use the Marketing Materials only for the purpose specified herein. The Partner may not modify, alter, CYDEF's Marketing Materials, or otherwise commercially exploit CYDEF's Marketing Materials in any way whatsoever without CYDEF's express advance written consent.

15. [Anti-Corruption Laws](#). "**Anti-Corruption Laws**" means the anti-corruption or anti-bribery laws in effect in jurisdictions where you act or purchase, market, sell, distribute, or deliver Products or Services, and Anti-Corruption Laws specifically include Canada's Corruption of Foreign Public Officials Act of 1999. The Anti-Corruption Laws apply to your purchase, marketing, sale, and distribution of Products and Services. You agree to comply with the Anti-Corruption Laws. You will not, in connection with the Agreement, take or allow any third party to take, any action or engage in any practice that would violate the Anti-Corruption Laws. You represent and warrant that neither you nor any of your directors, officers, or employees, who have decision-making authority with respect to the Agreement, are government officials or have been convicted of any offense involving bribery, corruption, fraud or dishonesty, or to the best of your knowledge, have been or are the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offense or alleged offense under the Anti-Corruption Laws. You will (a) maintain, throughout the duration of dealings between you and CYDEF, your own anti-corruption policies and procedures, including adequate procedures designed to

ensure that you and any third party you engage in connection with Products, Services, the Agreement or comply with the Anti-Corruption Laws; (b) provide a copy of such policies and procedures to CYDEF on request; and (c) monitor and enforce such policies and procedures as appropriate. CYDEF may, without any liability to you, immediately terminate the Agreement or suspend its performance hereunder (including withholding incentive payments, if any) if (1) CYDEF has reason to believe that you have breached this paragraph or the CYDEF Code of Conduct, or that a breach may occur, or (2) you refuse to provide information requested by CYDEF to confirm your compliance with this paragraph. Any incentive which CYDEF has paid to you will be automatically terminated and cancelled, and you will promptly refund such incentive to CYDEF, if you violate the Anti-Corruption Laws with regard to any transaction for which the incentive was paid.

16. Customs, Export Controls, and Sanctions

Compliance. CYDEF acceptance of any order for any Products or Services is contingent upon your compliance with the provisions of this clause. If you sell Products and Services to end-users, you shall require your end-users to agree to terms no less restrictive than those contained in these Terms of Service. You agree to abide by, and to assume sole responsibility for obtaining, and complying with the requirements of, all required export, re-export, in-country transfer, and import licenses, registrations, and other government authorizations relating to the Products and Services provided under the Agreement.

- (a) You agree that, in connection with the Products and Services supplied to you by CYDEF and any goods or services that you provide to CYDEF, you will not contract with or otherwise do business with any individual, company, organization or other entity, or with, in involving any country or territory that

is the subject or target of any government sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties ("**Sanctions**"), without having first obtained any required

license or other government authorization or in any manner which would result in a violation of Sanctions by you or CYDEF.

- (b) Neither you nor any of your subsidiaries nor any of your or your subsidiaries' directors, administrators, officers, board of directors (supervisory or management), members or employees is the subject or target of any Sanctions.
- (c) You have adequate controls and systems in place to screen, and are fully responsible for screening, transactions of all customers and other third parties who may assist, benefit from, or provide goods or services to, or receive goods or services from, you and to ensure compliance with applicable laws pertaining to Sanctions.
- (d) You have adequate policies and procedures in place to ensure that, and will ensure that, the Products and Services provided in connection with the Agreement will not be exported, re-exported, sold, leased or otherwise transferred to, or utilized by, an end-user on any Canadian non-export list engaged in any of the following activities:
 - (1) activities related to weapons of mass destruction, including any activities related to the design, development, production or use of: (A) nuclear weapons, materials, or facilities; (B) missiles or the support of missile projects; or (C) chemical or biological weapons, terrorist activities, military end uses in or connected with certain government owned or controlled corporations of such countries as identified by applicable government licensing authorities.
- (e) Unless prohibited by law or compulsory governmental process, you agree to provide notice to CYDEF in a commercially reasonable manner of any government action or communication that you receive or become aware of concerning Sanctions or trade compliance relating to the Products and/or Services provided by or to you and to or by CYDEF.

- (f) Any goods, software, technology, or source or object code provided by you and installed on, exported with, or used as part of the

Products or Services are authorized for export, re-export, or transfer pursuant to an export license obtained by you or is otherwise covered by a license exception.

- (g) You are responsible for accurately reporting and providing all applicable export license, product classification information, end-user and end use statements, and destination control statements required by applicable customs, export controls, and sanctions laws.
- (h) Nothing in this section is to be construed as authorization by CYDEF for you to market or resell Products and Services in violation of the provisions of the Agreement.

17. Offer-Specific Terms. You understand and agree that Products and Services that you purchase for resale may be subject to additional and specific terms. When selling or providing any such offerings, you shall inform and require the end-user (and require your resellers, if any, to inform and require the end-user) to agree to the applicable additional and specific terms and you will provide written evidence of doing so upon receipt of request from CYDEF.

18. Trademarks. You agree that trademarks, service marks, trade or company names, product and service identifications, internet domains/internet addresses, logos, artwork and other symbols and devices associated with CYDEF or Affiliates, or the Products or Services (the "**Marks**") are and shall remain CYDEF's property. You may not register or use any domain name, business name, email address, social media handle, or other designation of identity or origin containing or confusingly similar to any CYDEF Marks without CYDEF's prior written permission, and you shall assign any such designations to CYDEF at your expense upon CYDEF's

demand. You will not incorporate CYDEF Marks into your product names, service names, or any other similar designations. Your use of the CYDEF Marks inures to the sole benefit of CYDEF. You acknowledge

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that images and artwork provided to you by CYDEF, of the Products or Services, are copyrighted or licensed by CYDEF or Affiliate, and you will not alter these images or artwork or use them outside of the context in which they were provided to you. Partners in good standing with CYDEF shall be granted a limited, non-transferable, non-assignable, non-sublicensable, non-exclusive, and revocable license to use the logos and trademarks, in accordance with the following terms.

- (a) You may not use the Marks obtained from any source other than the CYDEF and shall not modify or alter the Marks in any way. You may only use the Marks in strict accordance with current guidance or standards (including usage guidelines, if any are provided by CYDEF). CYDEF reserves the right to modify any Marks, standard, or guideline from time to time, if any.
- (b) You shall not use the Marks in connection with any activity that is unlawful, libelous, defamatory, obscene, disparages any CYDEF Products or Services (as determined by CYDEF in its sole discretion), or that in any way infringes the intellectual property or other rights of any person or entity.
- (c) You shall not use the Marks in any manner that is likely to create the impression that You is a legal Partner, affiliate, or franchisee of CYDEF or any Affiliate (which means any CYDEF direct or indirect subsidiary) or is otherwise related to CYDEF or an Affiliate. You will clearly and prominently identify itself in its offers, advertising, marketing, promotional materials, and on its stationary (including e-mail signatures), and its website.



(d) You agree to use the Marks only in connection with its business and solely to advertise and promote CYDEF Products or Services. You shall not use or display the Marks on its invoices, bills, or shipping memos.

(e) You acknowledge that CYDEF owns all rights in and to the Marks and agree that it will not contest the validity of CYDEF's rights, either during or after the license term. If, at any time, you acquire any rights in, or trademark registrations or applications for the Marks or

any of the CYDEF Marks or domain names by operation of law or otherwise, you will immediately and, at no expense to CYDEF, assign such rights, registration or applications to CYDEF, along with any and all associated goodwill. You will indemnify and hold CYDEF and Affiliate harmless against any and all claims, actions, or demands relating to its business activities or the use of the Marks in connection with such activities or otherwise.

terms and conditions.

- (f) CYDEF and Affiliate may immediately suspend or terminate your right to use the Marks for violation of any of these terms and conditions, or any terms and conditions governing your participation as a Partner, or for any other reason that CYDEF or Affiliate deems appropriate. Upon such suspension or termination, You shall immediately cease use of the Marks or any similar mark, name, or logo, including, without limitation, any name or mark containing the term "Cyber Defence Corp", "Cyber Defence", or "CYDEF".
- (g) You may not use the Marks in any manner, and CYDEF and Affiliate grants You no rights, except as expressly set forth herein. In addition, you may not use any other CYDEF or Affiliate logo, trademark, or intellectual property. CYDEF and Affiliate may periodically audit you to verify compliance of Marks usage and may determine during such audit that if you have not met the requirements of the Agreement, you shall be notified of noncompliance, at which time you will immediately cease the use of the Marks until the situation has been remedied.
- (h) You recognize, acknowledge, and agree that any breach of these terms and conditions will cause CYDEF and Affiliate irreparable harm for which monetary damages will be inadequate. You agree that CYDEF and Affiliate shall be entitled to an injunction to restrain you from such breach of threatened breach. Nothing in this section shall be construed as preventing CYDEF and Affiliate from pursuing any remedy at law or in equity for any breach or threatened breach of these

- (i) **Non-compliance and Notice.** In the event your use of any Marks violates the Agreement, you must promptly modify, at your expense, any advertising or promotional materials that do not comply with the terms and conditions of the Agreement, or cease using the Marks. If you receive any complaints from third parties with respect to your use of the Marks, you agree to notify CYDEF immediately.

19. **WARRANTY DISCLAIMER.** CYDEF MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO YOUR CAPACITY AS A PARTNER (INCLUDING ALL INFORMATION, TOOLS, AND OTHER MATERIALS RELATED TO OR PROVIDED TO PARTNER), EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. YOU UNDERSTAND THAT YOUR PARTICIPATION AS A PARTNER DOES NOT GUARANTEE THAT YOU WILL MAKE ANY SALES OR PROFITS. ALL CYDEF INFORMATION IS PROVIDED "AS IS".

20. **Indemnification.** To the fullest extent permitted by law, you shall indemnify, defend and hold harmless CYDEF, Affiliates, and their respective successors and assigns from any claim, demand, cause of action, debt, or liability (including reasonable attorney and legal fees, expenses, and court costs) arising from your violation of applicable laws, the CYDEF Standard Terms of Service, these Terms of Service, the CYDEF Code of Conduct, or any other document incorporated by reference that forms part of and are subject to the Agreement. CYDEF will indemnify the partner from patent infringement claims.

21. Limitation of Liability.

YOU ACKNOWLEDGE THAT YOUR PARTICIPATION AS A PARTNER IS STRICTLY VOLUNTARY AND THAT YOUR PARTICIPATION HAS NOT BEEN REQUIRED BY CYDEF OR AFFILIATES AS A CONDITION OF PURCHASING PRODUCTS OR SERVICES FROM CYDEF.

22. Term and Termination.

- (a) **Term.** The Agreement shall be effective from the date set out in the signature page until specified in Schedule "A" Details of Our Relationship ("**Term**") of the Agreement. The Term shall be automatically renewed for subsequent periods of one (1) year unless either party provides written notice to the other at least ninety (90) days before the expiration of the Term.
- (b) **Termination.** You may withdraw from acting as a Partner at any time by notifying CYDEF in writing. CYDEF may suspend or termination your participation as a Partner in whole or in part, without prior written notice: (i) for any breach of the Agreement or any other agreement related to your capacity as a Partner, or (ii) for any attempt to impair the integrity of CYDEF or the Partner program in its sole discretion. In addition, CYDEF, in its sole discretion, may terminate the Agreement or your role as a Partner in whole or in part, for all participants, or for you alone, without cause, upon ninety (90) days' notice to the Partner Account Administrator or other contact provided by you in connection with your participation as a Partner. This will include termination of your personnel's access to the information.

- (c) **Effect of Termination.** Upon termination of the Agreement, the license and rights granted to you in the Agreement shall terminate completely and you shall cease to use Information, and shall promptly return to CYDEF all tangible copies of the Information in your or your personnel's possession at your own cost. Nothing in this section 23 (Termination) shall limit CYDEF's rights to pursue other legal remedies, including immediate court or judicial relief. All provisions that by their nature are intended to survive the termination shall survive.

23. Assignment. CYDEF reserves the right to assign the Agreement, in whole or in part, upon written notice. You may not assign or novate the Agreement or any of your rights under the Agreement or as a Partner, nor delegate any of your obligations, to any third party, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner, without the express written consent of CYDEF. CYDEF may void any purported assignment, novation, or delegation that violates the preceding sentence. To the extent that CYDEF consents to an assignment, novation, or delegation, the Agreement (including rights and obligations) inures to the benefit of and is binding upon your successors in interest by way of merger, acquisition, or otherwise, and your permitted assigns.

24. Independent Contractors. You and CYDEF are independent contractors and shall have no authority to bind the other. Neither the Agreement nor your participation as a Partner shall be deemed to create a Partnership, agency, joint venture, franchise, or other similar arrangement. Neither party will may any representations or warranties on the other party's behalf. Neither party is or will claim to be a legal representative, franchisee, employee, agent, or representative of the other party.

25. [Dispute Resolution](#). As a condition precedent to filing any lawsuit, you and CYDEF will attempt to resolve any claim, controversy or dispute arising from, out of, or relating to your role as a Partner or the Agreement ("**Dispute**") against CYDEF or Affiliate through negotiation with persons fully authorized to resolve the Dispute, or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. CYDEF reserves the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitation periods, or preserve a superior position with respect to other creditors. If the parties are unable to resolve the Dispute within thirty (30) days (or other mutually agreed time) of notice of the Dispute to the other party, the parties will be free to peruse all remedies available at law or in equity. In any Dispute (other than CYDEF efforts to collect overdue amounts from you) each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees, if applicable.
26. [Force Majeure](#). CYDEF will not be liable for any delay or failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to any event or condition that directly or indirectly prevents CYDEF from performing an obligation hereunder, including an act of God, strike, lockout or other industrial dispute, act of the public enemy, war, riot, lightning, fire, storm, flood, interruption or delay in transportation or power supply, epidemic, pandemic, global outbreak, state of emergency as declared by any applicable level of government, governmental law, regulation, ruling or other restraint, or any other circumstances

27. **Governing Law.** The Agreement, and any Dispute arising from, out of, or relating to your role as a Partner or the Agreement are governed by the laws of the Province of Ontario and the federal laws of Canada, without regard to its conflict-of-laws rules. To the extent permitted by law, the provincial and federal courts located in Ottawa, Ontario will have exclusive jurisdiction for any Disputes. You and CYDEF agree to submit to the personal jurisdiction of the provincial and federal courts located within Ottawa, Ontario and agree to waive any and all objections to the exercise of jurisdiction over the parties by those courts and to venue in those courts. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute. Neither CYDEF nor you are entitled to join or consolidate claims by or against other Partners or customers or pursue any claim as a representative or class action, or in private attorney general capacity.
28. **Modifications.** CYDEF reserves to the right to modify these Terms, including the eligibility requirements, benefits (including any discounts, incentives, and pricing), and the Agreement (including all documents, terms and conditions referenced herein), at any time with thirty (30) days' notice. Your continued participation as a Partner will constitute your binding acceptance of the changes and your consideration supporting the modifications. Notwithstanding the foregoing, CYDEF reserves the right to modify the terms of the Agreement without prior notice, such modifications to take effect as set out in the notice, if the modifications relate to the safety and security of any entity or person.
29. **Severability.** If any part of the Agreement is declared or found to be illegal, invalid or unenforceable, then part will be stricken or modified to the extent necessary to make it legal, valid, and enforceable while

preserving the parties' original intent to the maximum extent possible. The remaining parts of the Agreement will remain in full force and will not be affected.

products, services or technology or in CYDEF's intellectual property or proprietary rights.

30. [References](#). You shall not issue or release any written publicity, marketing collateral, press release or other public announcement, Partner that is not in the agreed upon general marketing plan, without the prior written approval of CYDEF. For clarity, your use of CYDEF logo or Marks as permitted by and in compliance with the terms these Terms of Service does not require prior written approval of CYDEF.

31. [Entire Agreement](#). The Agreement (including all documents and terms and conditions (as each may be modified) that are referenced herein) constitutes the entire agreement between Partner and CYDEF regarding you acting as a Partner, including rebates, incentives and marketing programs. Partner expressly disclaims any reliance on statements or representations made by CYDEF that are not embodied in the Agreement or on CYDEF's prior course of conduct. "Sections" and "Subsections" will be deemed references to sections of the Agreement. The words "include" and "including", and other variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation". The parties confirm that it is their wish that the Agreement, as well as other documents relating to the Agreement, including all notices, have been and will be drawn up in the English language only. Les parties présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

32. [Intellectual Property](#). Except as set forth in the Agreement, these Terms of Service, or otherwise expressly agreed to in writing by the parties, nothing in the Agreement will be deemed to grant or assign to the Partner any ownership rights, license rights, or interests of any kind in CYDEF's

33. No Exclusivity. The Agreement shall not be construed to be a commitment by either party to work exclusively with the other party regarding.

34. Headings, Interpretation, and English Language. The section and subsection headings used herein are for convenience and reference only and are not to be considered in construing or interpreting the Agreement.



info@cydef.ca