

**MyCyber**  
**Subscription Agreement**  
(Online)

This MyCyber Subscription Agreement (this “**Agreement**”) is a legal agreement entered into by and between Arctic Wolf Networks, Inc. and its affiliates (“**Company**”) and Customer (as defined below) and governs Customer’s use and license of the Applications, the specific components of the Platform, and the related Platform Content (collectively, “**MyCyber**”), as such capitalized terms are further defined in Section 1 below, and if IR JumpStart Retainer is purchased by Customer, is incorporated by reference into the IR JumpStart Agreement located at <https://arcticwolf.com/terms/> (the “**IR JumpStart Agreement**”). Customer and Company may be individually referred to as a “party” and collectively referred to as the “parties”. This Agreement is effective on the date Customer accepts the terms of this Agreement (the “**Effective Date**”) and if licensed by Customer, includes agreement to the IR JumpStart Agreement. The Agreement consists of the terms and conditions set forth below, any URL terms referenced herein, and any attachments or exhibits included herewith.

BY EXECUTING, WHETHER MANUALLY OR ELECTRONICALLY, OPERATING, DOWNLOADING, INSTALLING, REGISTERING OR OTHERWISE USING MYCYBER, ACCEPTING AN ORDER FORM FOR IR JUMPSTART RETAINER, OR CLICKING AN “I ACCEPT”, “SUBMIT”, OR “CONTINUE” BUTTON ASSOCIATED WITH THIS AGREEMENT, CUSTOMER (OR ITS AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGES AND AGREES THAT THIS IS A BINDING AGREEMENT AND CUSTOMER HEREBY AGREES TO THE TERMS OF THIS AGREEMENT AND ACCEPTS THE OFFER TO SUBSCRIBE TO MYCYBER PURSUANT TO THE TERMS HEREIN. IF YOU ARE AN EMPLOYEE OR OTHER REPRESENTATIVE, INCLUDING CUSTOMER’S MANAGED SERVICE PROVIDER, ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER OR USING MYCYBER ON BEHALF OF CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO COMPANY THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER; AND (B) YOU ARE OVER 18 YEARS OLD. IF CUSTOMER DOES NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR IS NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, DO NOT SUBMIT A REQUEST TO LICENSE OR SUBSCRIBE TO MYCYBER OR OTHERWISE USE MYCYBER.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 “Applications” means the computer programs and applications made available by Company or our agents and affiliates that are specifically designed to interact with the Platform on a compatible device.
- 1.2 “Authorized Partner” means Customer’s authorized managed service provider, if applicable, who participates in the delivery of the IR JumpStart Retainer, and who accesses and uses MyCyber and/or any other Products and Solutions for the benefit of Customer.
- 1.3 “Documentation” means the Platform Content consisting of user guides and support content Company makes generally available to its customers that describes the compatible devices and the features and functions of MyCyber.
- 1.4 “Security Profile Data” means all data and other information input into MyCyber or otherwise provided to Company by Customer and its Users, excluding Company Technology.
- 1.5 “Customer” means the end user identified on an Order Form.
- 1.6 “Order Form” means the order form, purchase order or other ordering document issued by Company or the Authorized Partner to Customer and sets forth the licensed Products and Solutions.
- 1.7 “Platform” means the software as a service solution made available by Company via the Internet and specified on an Order Form. The Platform may include one or more of the following modules to manage certain security information: MyCyber Incident Response Plan Builder, MyCyber Vulnerability Scanning, MyCyber CMMC Readiness, and MyCyber Cyber Hygiene Projects. For purposes of IR JumpStart Retainer, Customer is licensed to access and use MyCyber Incident Response Plan Builder only.
- 1.8 “Platform Content” means the content, other than Security Profile Data, Company provides and makes available in MyCyber.
- 1.9 “Product and Solutions” means the products and solutions specified on an Order Form.
- 1.10 “System Metrics Data” means technical, configuration, statistical, utilization, and other information related to the use of MyCyber by Customer.
- 1.11 “Term” means subscription term set forth on the Order Form and any renewal thereof.
- 1.12 “Users” means any third parties, including but not limited to Customer’s employees, independent contractors, advisors, agents, and consultants, including the Authorized Partner, Customer invites to use and access MyCyber for Customer’s benefit.

2. MANAGED SERVICE PROVIDER RELATIONSHIP. TO THE EXTENT CUSTOMER HAS LICENSED THE IR JUMPSTART RETAINER VIA AN AUTHORIZED PARTNER, CUSTOMER EXPRESSLY AND SPECIFICALLY AUTHORIZES AND CONSENTS TO SUCH AUTHORIZED PARTNER'S USE AND ACCESS OF MYCYBER. CUSTOMER UNDERSTANDS AND AGREES THAT THE AUTHORIZED PARTNER IS NOT A PARTY TO THIS AGREEMENT AND CUSTOMER AND AUTHORIZED PARTNER'S APPLICABLE AGREEMENT SHALL GOVERN AS BETWEEN AUTHORIZED PARTNER AND CUSTOMER.

### 3. LICENSE

3.1 License Grant. Subject to the terms and conditions of this Agreement and provided Customer is not in breach of this Agreement:

(a) Company grants Customer for use by it or its Users, during the Term, a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to install, access and use MyCyber and the Documentation solely for Customer's internal business purposes.

(b) Customer grants Company and its affiliates during the Term a nonexclusive, royalty-free, fully paid-up, revocable, limited, worldwide license to use, display, copy, distribute, modify, and make derivative works of the Security Profile Data solely (a) to enable us to fulfill our obligations under this Agreement, including the Order Forms.

3.2 Users. Customer understands and agrees that by inviting Users, Users will be permitted to (i) manage and review of Customer's Security Profile Data, (ii) collaborate on MyCyber, or (iii) demonstrate Customer's information security capabilities. Customer shall ensure that each of its Users understands and adheres to the obligations under this Agreement when accessing or using MyCyber. Any breach of this Agreement by a User will constitute a breach of this Agreement by Customer. Customer is responsible for (i) maintaining the security and confidentiality of all usernames and passwords used to access MyCyber, and (ii) for a telecommunications service that provides Internet access for purposes of access to and use of MyCyber.

3.3 License Restrictions. Customer may not (i) rent, lease, sell, assign, or otherwise transfer rights in or MyCyber; (ii) use MyCyber for timesharing or service bureau purposes or for any purpose other than in accordance with the license grant in Section 2.1; or (iii) publish, distribute, or make available MyCyber to any other party.

### 4. OWNERSHIP

4.1 Company Ownership. Customer acknowledges and agrees that except for the limited rights granted herein, Company reserves all right, title, and interest, express or implied, in and to MyCyber, System Metrics Data, Company's software, systems, web applications, tools, and other application services, and Company's logos, marks, data, information, and other content provided hereunder (collectively, the "Company Technology"). Customer shall not use any Company Technology to contest the validity of any Company intellectual property. Any such use of Company Technology constitutes a material, non-curable breach of this Agreement.

4.2 Customer Ownership. Company acknowledges and agrees that as between the parties and except for the limited rights granted herein Customer owns all Security Profile Data.

### 5. PAYMENT AND REPORTING

5.1 License Fees. License Fees shall be remitted as set forth in the Order Form.

### 6. TERM AND TERMINATION

6.1 Initial Term and Renewals.

(a) Initial Term. This Agreement will be effective commencing on the Subscription Start Date specified in the Order Form and continue for the term specified in the Order Form (the "Initial Term").

(b) Renewals. After the Initial Term and unless otherwise set forth on an Order Form, the Term will automatically renew at the end of the Initial Term (or any renewal term thereafter) for a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Term.

6.2 Termination for Cause. This Agreement may be terminated by either party upon written notice if the other party: (a) becomes insolvent; (b) files a petition in bankruptcy; (c) makes an assignment for the benefit of its creditors; or (d) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to such party (except in the event of non-payment by Customer where the notice period is ten (10) days).

6.3 Suspension. Company may suspend Customer's and any User access to MyCyber (in whole or in part) (a) to prevent damages to, or degradation of, Company Technology; (b) to comply with any law, court order, or governmental request; or (c) if Customer violates the terms of this Agreement. Company will use reasonable efforts to provide Customer with notice before or promptly following any suspension. In the event the suspension arises from or relates to the acts or omissions of Customer's

User(s), Company may limit the suspension to such User(s). This Agreement is not to be construed as imposing any obligation on Company to monitor Security Profile Data or Customer's or its Users' use of MyCyber.

6.4 Effect of Termination. Any termination shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The provisions relating to property rights and confidentiality shall survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement for any reason, Customer shall promptly and permanently cease use of MyCyber and remove any components thereof that are on Customer's computer systems, in Customer's possession, or under Customer's control. Except as otherwise required by law, Company will remove, delete, or otherwise destroy all copies of Security Profile Data in its possession thirty (30) days following completion of this Agreement, or any extension thereof. Sections 3, 5, 6, 7, 9, 10, and 12 shall survive termination of this Agreement.

## 7. REPRESENTATION AND WARRANTIES

6.1 Mutual Warranties. Each party represents and warrants to the other party that (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

6.2 Customer Warranties. Customer represents and warrants that it and its respective Users (x) have obtained all rights, consents, and permissions necessary to grant the foregoing rights to Company, and (y) comply with all applicable laws with respect to the collection, use, retention, and disposal of all Security Profile Data. Company may remove any of Security Profile Data that Company determines to be in violation of the foregoing warranty.

6.3 Disclaimer. MYCYBER AND ANY THIRD PARTY INFORMATION PROVIDED THEREWITH IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTIES AND WILL HAVE NO RESPONSIBILITY WITH RESPECT TO THE RESULTS OF ANY ACTION CUSTOMER OR ITS USERS, OR ANY THIRD PARTY MAY TAKE BASED ON THE SECURITY PROFILE DATA, THE THIRD PARTY USER CONTENT OR COMPANY TECHNOLOGY, AND COMPANY WILL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF SUCH INFORMATION, TECHNOLOGY, OR RESULT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR OUR AUTHORIZED REPRESENTATIVES CREATES ANY WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF OUR OBLIGATIONS UNDER THIS AGREEMENT. MYCYBER MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED THIRD PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS, OR NETWORKS. COMPANY WILL NOT BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY COMPANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT. MYCYBER IS PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT COMPANY DOES NOT WARRANT: (A) THE OPERATION OF MYCYBER WILL BE UNINTERRUPTED, OR ERROR FREE; AND (B) MYCYBER IS NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE.

## 8. CONFIDENTIALITY

8.1 Confidential Information. The parties acknowledge that each of them may have access to confidential and proprietary information relating to the other party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies (the "Confidential Information"). The Confidential Information of Company includes MyCyber and Confidential Information of Customer includes Content. Each party agrees to preserve and protect the confidentiality of the Confidential Information of the other party, not to disclose such Confidential Information to any third party without the prior written consent of the other party, and not to use such Confidential Information except for the purpose of exercising its rights and fulfilling its obligations under this Agreement. For the avoidance of doubt, Authorized Partner will maintain confidentiality of Confidential Information as set forth herein.

8.2 Non-Confidential Information. The restrictions of Section 7.1 shall not apply to information that is:

- (a) publicly available;
- (b) was known by or in the possession of the receiving party prior to being disclosed by the disclosing party pursuant to this Agreement; or
- (c) independently developed by the receiving party without reference to the disclosing party's Confidential Information.

8.3 A party may disclose any Confidential Information (i) to such party's agents, attorneys and other representatives who have a need to know such information and agree to keep it confidential; or (ii) to any court of competent jurisdiction or any other party empowered hereunder as reasonably required to resolve any dispute between the parties.

## 9. CERTAIN OBLIGATIONS OF THE PARTIES

### 9.1 Customer Obligations. Customer:

- (a) agrees to comply with all legal requirements in connection with the use of MyCyber;
- (b) agrees that all rights in and to MyCyber not expressly licensed are reserved to Company;
- (c) agrees not to sublicense, assign, transfer, pledge, offer as security, or otherwise encumber MyCyber or Company Technology or any of the rights granted in this Agreement in any way other than as expressly provided in the Agreement;
- (d) agrees not to use MyCyber in any manner or for any purpose in violation of the terms of this Agreement; and
- (e) acknowledges and agrees that it shall not at any time during the Term or thereafter (i) challenge the title or any other rights of Company in or to MyCyber or any parts, derivatives or variations thereof; (ii) contest the validity of the copyrights or other proprietary interests in or to MyCyber; or (iii) claim any right, title or interest in or to MyCyber or any parts, derivatives or variations thereof except as explicitly granted in this Agreement.

9.2 Company Obligations. Company agrees to provide reasonable on-going assistance to Customer with regard to technical, administrative and service-oriented issues relating to the utilization and maintenance of MyCyber, as Customer may reasonably request. Company will make commercially reasonable efforts to ensure that MyCyber is timely, accurate and comprehensive.

## 10. INDEMNIFICATION

10.1 Indemnification by Company. Company, at its own expense, will indemnify, defend and hold harmless Customer and its employees against any third-party claim, suit, action, or other proceeding brought against Customer based on the allegation that MyCyber infringes any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States and Canada. The indemnification obligations set forth in this Section 9.1 are Company's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

10.2 Indemnification by Customer. To the fullest extent permitted by applicable law, Customer, at its own expense, will indemnify, defend and hold harmless Company and its employees against any claim, suit, action, or other proceeding brought against Company based on or arising from (i) a claim that MyCyber if modified by Customer infringes in any manner any intellectual property right of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person, where there would be no such claim but for such modification; or (ii) any breach by Customer of this Agreement.

10.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

10.4 Options. If Customer's use of MyCyber has become, or in Company's opinion is likely to become, the subject of any claim of infringement, Company may at its option and expense: (a) procure for Customer the right to continue using and receiving MyCyber as set forth hereunder; (b) replace or modify MyCyber, or components thereof, to make them non-infringing; (c) substitute an equivalent for MyCyber; or (d) if Company, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement.

## 11. LIMITED LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, COMPANY WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE PRODUCTS, LOST REVENUES OR PROFITS, LOSS OF PRODUCTS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUT-DOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR (B) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT COMPANY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. NOTWITHSTANDING THE FOREGOING, COMPANY WILL IN NO EVENT BE LIABLE TO CUSTOMER RELATED TO ANY ACTIONS OR OBLIGATIONS AUTHORIZED PARTNER MAY HAVE DIRECTLY WITH CUSTOMER AND RELATED TO AUTHORIZED PARTNER'S PARTICIPATION IN THE ACTIVITIES CONTEMPLATED HEREIN.

## 12. UPDATES.

Company reserves the right to modify this Agreement in Company's sole discretion. Should Company make any modifications to the Agreement, Company will post the amended terms on the applicable URL links and will update the "**Last Updated Date**" within such documents and notify Customer via the Customer Portal, Customer newsletter, <https://arcticwolf.com/terms/> website, or such other written communication method implemented by Company from time-to-time of any such changes. Customer may notify Company within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Company of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

## 13. GENERAL PROVISIONS

### 13.1 Notices.

(a) Form of Notice. All notices, requests, claims, demands and other communications between the parties shall be in writing.

(b) Method of Notice. All notices shall be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service; (iii) by first class, registered or certified mail, postage prepaid; or (iv) by facsimile or email, with confirmation of receipt, to the principal business address (including fax numbers and email address) of a party or to such other address as a party may specify in writing.

13.2 Assignment. Customer may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without the prior written consent of Company, which shall not be unreasonably withheld.

13.3 Governing Law. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. Unless otherwise prohibited by law, (a) this Agreement shall be governed by the laws of the State of Delaware without regard to the conflicts of law provisions thereof and (b) any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Kent County, Delaware in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

13.4 Audit Rights. During the term of this Agreement and for two (2) years thereafter, Company or an independent auditor may, upon reasonable advance written notice and during normal business hours, audit Customer's records (including electronic records) solely to the extent reasonably necessary to verify that Customer has complied with its obligations under this Agreement. Customer will provide Company or the auditor with any information and documentation that Company or the auditor may reasonably request in connection with such audit.

13.5 Severability. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof.

13.6 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13.7 Waiver. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Company does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

13.8 The parties have agreed that this agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*