



PASON TERMS & CONDITIONS

For DataHub™

Welcome to Pason's DataHub. Please read these Pason Terms & Conditions for DataHub™ (the "**Terms**") carefully because they govern your use of Pason's DataHub secure web application, including Pason Live™ (a customizable real-time viewer) and other mobile applications, Drilling DataMart, DataLink and any additional DataHub modules that may be made available by Pason to you from time to time, (collectively, the "**DataHub**"). These Terms also apply to and govern your access and use of the Services (as defined below).

1. Defined Terms.

- a. "**Data**" means the raw and calculated drilling and non-drilling information or data, such as well information, tour sheet data, reports and any Site content, which is collected, stored and/or made available in connection with the Services, including without limit, third-party data;
- b. "**Notification**" means an electronic message, alert and/or notification from Pason to you that contain information relating to your DataHub account and/or the Services, and collectively, "**Notifications**";
- c. "**Pason**", "**our**", "**us**", or "**we**" means Pason Systems Corp., Pason Systems USA Corp., Pason Offshore Corp., IWS USA Corp., Intelligent Wellhead Systems Inc., and their respective affiliates;
- d. "**Services**" means the access to and/or use of the DataHub, the Site, the Data, and all other services available via the Site's web application, including without limit, the collection, storage, and display of Data and any Notifications relating thereto;
- e. "**Site**" means collectively the DataHub; the websites at: hub.us.pason.com and hub.pason.com; and any website owned or operated by Pason from which the Services and/or Data are made available; and
- f. "**you**", "**your**" or "**user**" means every person who accesses and/or uses the Services.

2. Agreement to these Terms. These Terms are a legal agreement between Pason and you and replace any and all previous versions of the Terms. By using the Services, you must accept and agree to be bound by these Terms, without change.

3. Third Party Content. The Site may contain information, materials, applications, modules or links ("**3rd Party Content**") that is owned or provided by persons other than Pason, such as third-party service providers ("**3rd Party Providers**"), and separate or additional terms and conditions may apply to such 3rd Party Content and/or 3rd Party Providers. You agree to abide by such separate or additional terms and conditions in the event you access any 3rd Party Content or receive services from any 3rd Party Providers.

4. Terms of Use.

- a. You may be asked to provide certain registration details or other information in connection with your use of the Services. It is a condition of your use of the Site that all the information you provide to the Site is correct, current, and complete. Pason has no obligation to verify the accuracy, currency, completeness, or usefulness of any information that you provide. However, if at any time, Pason believes that the information you have provided is not correct, current, or complete, Pason may invoke any or all of the remedies set out in Section 4.f. of these Terms.
- b. You will only use the Site for your own internal business purposes as expressly permitted by the Site. You may not use the Site for any other purpose without Pason's express prior written consent.
- c. Any usernames and passwords used for the Site are for individual use only. You are responsible for the security of your username and password. If Pason disables your access to the DataHub (or any other Services) for any reason, you agree not to re-register for Site access without Pason's prior written consent.
- d. As a user of the Site, you will not attempt to gain or allow access to any Data to which you are not entitled under these Terms or any other agreement. You further represent and warrant that you possess the appropriate permission to access the Data, and that, if applicable, you will only access the Data where permitted by, and in accordance with, your employer's policies and procedures.
- e. You will access and use the Site in a professional, responsible, and business-like manner in accordance with applicable laws. You are prohibited from using a false email address, impersonating another person or entity, or otherwise misleading Pason as to your identity when you are on the Site or otherwise communicating with Pason. You further represent and warrant to Pason that you will not:
 - (i) use the Site to download, post, email or otherwise transmit anything that is unlawful, harmful, threatening, abusive, harassing, tortious, homophobic, sexist, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, including without limit, any communication which encourages conduct that would constitute a criminal offence, violate the laws of others or otherwise violates any applicable local, provincial, national or international law;

(ii) use the Site to download, post, email or otherwise transmit any information that you do not have a right to transmit or are restricted from transmitting under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

(iii) use the Site, or any information or 3rd Party Content downloaded through the Site (collectively, "**Content**"), to post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(iv) upload, post, email or otherwise transmit any information to the Site that contains software viruses/malware or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Site's infrastructure or limits the functionality of any Pason or third-party computer hardware, software, networks, hardware or telecommunications equipment;

(v) interfere with or disrupt the Site or the servers or networks connected to the Site, including without limit, attempting to interfere with the access of any other user, host or network, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", or "mail-bombing" the Site or disobeying any requirements, procedures, policies or regulations of networks connected to the Site;

(vi) direct bots, spiders, crawlers or any other automated process to create an unreasonable load upon the Site or any of Pason's computer hardware, network, storage, input/output or electronic control devices;

(vii) violate (whether intentionally or unintentionally) any applicable local, provincial, national or international law, rule or regulation in connection with the Services;

(viii) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or the Services; or

(ix) share, collect or store personal data about other users of the Site.

f. Without limiting any other right or remedy available in law, equity or otherwise, you acknowledge that any breach of the representations, covenants or warranties contained in these Terms, could result in immediate disabling of your username and password, termination or suspension of your access to the Site and/or the Services, and, if appropriate, referral to relevant law enforcement authorities.

5. Intellectual Property.

a. Our Services are protected under copyright, patent and trade-mark laws and other laws of the United States, Canada and other nations. Other than the Data itself, the DataHub is the exclusive property of Pason. Except as otherwise explicitly provided in these Terms, you may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, the DataHub, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without the prior written consent of Pason. You must not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Pason or allow any third-party to access the DataHub. The restrictions set out herein will not apply to the limited extent the restrictions are prohibited by applicable law.

b. Trade-marks, service marks, and logos appearing on the DataHub or elsewhere on the Site are the property of Pason or the party that provided the trademarks, service marks, and logos to Pason. Pason, or the party that provided such trademarks, service marks, and/or logos to Pason, as applicable, will retain all rights with respect to such trademarks, service marks, and/or logos. Nothing contained in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any such trademarks, service marks, and/or logos.

c. Your feedback on Pason's products and services (including the Services hereunder) is welcomed and encouraged, though entirely voluntary. If you elect to provide suggestions, ideas, proposals, concepts or other feedback to Pason (whether written, verbal or in any other format or manner) in connection our products or Services ("**Feedback**"), you hereby acknowledge and agree that Pason has no obligation (whether of confidentiality, compensation or otherwise) with respect to such Feedback and Pason will be free to use and exploit Feedback in any manner without restriction or obligation of any kind. You further acknowledge and agree that all Feedback will be the sole and exclusive property of Pason and you hereby irrevocably transfer and assign to Pason all of your right, title, and interest in and to all Feedback, including without limit, all intellectual property rights therein. At Pason's request and expense, you will execute or cause to be executed and delivered such documents and take such further acts as we may reasonably request to assist Pason to acquire, perfect and maintain its intellectual property rights and other legal protections for Feedback. You hereby irrevocably waive all of your moral rights as author in respect of such Feedback, however arising.

6. Notifications. As a Datahub user, while accessing the Site you may enroll to receive Notifications. Pason may provide Notifications through one or more channels (each, an “**EndPoint**”): (a) a mobile device, by text message, (b) a mobile device, by push notification; or (c) an email account, by e-mail message. You may receive Notifications through any of the EndPoints, and it is your responsibility to determine that your service providers support the different EndPoints to ensure you receive the Notifications. Note that text or data charges or rates may be imposed by your EndPoint service provider. You acknowledge and agree that Notifications may not be encrypted and may include Personal Information (as defined below), such as your name, and other information regarding your DataHub account, and anyone with access to your Notifications will be able to view the contents of such messages. Pason reserves the right to amend or terminate its Notification Service at any time without prior notice to you.

7. Confidentiality and Privacy of Data.

a. Pason will use reasonable efforts to treat, and to cause all its employees and contractors to treat, Data as strictly confidential and will not use, reproduce or disclose the Data or any part thereof to any person or entity or for any purpose whatsoever except as required to perform the Services, as permitted hereunder or as otherwise expressly authorized in writing to do so by the person, organization, corporation or other entity who owns the Data (the “**Customer**”). Pason will use, reproduce and disclose Data only to the extent necessary to provide the Services contemplated hereunder and for the limited purposes of performing quality assurance; improving and/or enhancing Pason's existing products or services; and developing new products and/or services. You acknowledge and agree that any information uploaded to the Site by you will always be viewable by the applicable Customer(s), as well as any third-party, including contractors, engaged by such Customer(s).

b. Pason may collect, use, disclose, transfer, store or otherwise process (collectively, “**Process**” or “**Processing**”) information that you or others disclose or input into the Site that is personally identifiable information (“**Personal Information**”). You hereby consent to the Processing of your Personal Information by Pason as is required: for Pason to provide the Services, for you or others to access the Services, and/or for the limited purposes set forth herein and in Pason's [Privacy Policy](#), which may be amended from time to time by Pason. You acknowledge and agree that Pason may Process such Personal Information, along with the other information and Data that Pason obtains in the course of performing the Services, in the United States, Canada and the other jurisdictions. Pason will Process Personal Information in accordance with applicable laws and our [Privacy Policy](#). You confirm that you will use the Personal Information you access in accordance with applicable laws.

c. By providing us with a mobile telephone number and/or email address, you consent to receiving electronic messages, including emails, text messages, or mobile push notifications, from us to provide Notifications, perform our Services and for our everyday business purposes. You can unsubscribe from receiving Notifications and/or any other alerts at any time through the Site or by selecting the “unsubscribe” link included in each of our commercial electronic communications. Please review our [Privacy Policy](#) for more information.

d. Pason reserves the right to fully cooperate with any law enforcement authorities or court order, such as a subpoena, requesting or directing Pason to disclose the identity of anyone posting any messages, using the Services, or publishing or otherwise making available any materials connected with the Services. For greater clarity, Pason will be entitled to disclose Data, Personal Information and/or other information in our possession, if such disclosure is required by a court, administrative body, or regulatory body (including a stock exchange) of competent jurisdiction, provided that Pason will use commercially reasonable efforts to: (a) give prompt written notice of any such requirement for disclosure to the applicable user, so that they may seek a protective order or other appropriate remedy; (b) take such steps as are reasonably necessary and available to maintain the confidentiality of such information, Data, or Personal Information by such court, administrative or regulatory body; and (c) in any event, make such disclosure only to the extent so required. By using the Site, you hereby waive, and hold Pason harmless from, any liabilities, losses, damages and/or claims resulting from any action taken by Pason during, or as a result of, its investigations and/or from any actions taken as a consequence of investigations by either Pason or law enforcement authorities, including without limit, the resulting disclosure of any requested Data, Personal Information or other information.

8. Disclaimer of Warranties/Limitation of Liability.

a. Pason recognizes the importance to you of continuous and uninterrupted access to the Services and we will use commercially reasonable efforts to minimize outages of the Services within its control.

b. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMIT, ANY RESULT OR BENEFIT YOU MAY OBTAIN THROUGH YOUR USE OF THE SERVICES. EXCEPT AS EXPRESSLY STATED HEREIN, PASON EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING WITHOUT LIMIT, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE FOR THE SITE, ITS CONTENT OR THE SERVICES. PASON MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE CURRENCY, COMPLETENESS, ACCURACY, RELIABILITY, AVAILABILITY, OR APPROPRIATENESS OF THE SITE, ITS CONTENT OR THE SERVICES (INCLUDING WITHOUT LIMIT, ANY NOTIFICATIONS, CALCULATIONS OR INTERPRETATIONS PROVIDED OR MADE

AVAILABLE BY PASON) OR THEIR USEFULNESS FOR YOUR PURPOSES. FOR GREATER CLARITY, PASON DOES NOT REPRESENT OR WARRANT THAT: (I) THE SITE, ITS CONTENT OR THE SERVICES WILL BE UNINTERRUPTED, RELIABLE, ACCURATE, COMPLETE, SUITABLE, VALID, TRUTHFUL, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (II) ANY DEFECTS IN THE SITE, ITS CONTENT OR THE SERVICES WILL BE CORRECTED, OR THAT THE SITE, ITS CONTENT OR THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (III) THE USE OF THE SITE, ITS CONTENT OR THE SERVICES WILL BE TIMELY, SECURE, OR ERROR-FREE; (IV) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SITE, ITS CONTENT OR THE SERVICES WILL BE ACCURATE, BENEFICIAL OR RELIABLE; OR (V) THE QUALITY OF THE SITE, ITS CONTENT OR THE SERVICES OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS. PASON ASSUMES NO RESPONSIBILITY FOR THE MIS-DELIVERY OF ANY INFORMATION ACCESSED, DOWNLOADED OR OTHERWISE RECEIVED BY YOU IN CONNECTION WITH THE SITE, CONTENT AND/OR SERVICES. EXCEPT AS EXPRESSLY STATED HEREIN, PASON FURTHER DISCLAIMS ANY AND ALL LIABILITY WHATSOEVER FOR LOSSES, DAMAGES AND/OR CLAIMS TO YOU OR ANY THIRD-PARTY AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE SERVICES OR YOUR USE OR NON-USE OF THE SERVICES. YOU FURTHER ACKNOWLEDGE THAT PASON MAY MAKE CHANGES OR IMPROVEMENTS TO THE SERVICES AT ANY TIME, WITH OR WITHOUT NOTICE TO YOU.

c. WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE SITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACKS, DISTRIBUTED DENIAL-OF-SERVICE ATTACKS, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SITE OR ON ANY WEBSITE LINKED TO THE SITE.

d. PASON PROVIDES NOTIFICATIONS AS A CONVENIENCE TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ACKNOWLEDGE AND AGREE THAT YOUR RECEIPT OF ANY NOTIFICATION MAY BE DELAYED OR PREVENTED BY FACTORS AFFECTING YOUR MOBILE PHONE SERVICE PROVIDER(S), INTERNET SERVICE PROVIDER(S) AND OTHER FACTORS OUTSIDE PASON'S CONTROL. WE NEITHER GUARANTEE THE DELIVERY NOR THE ACCURACY OF THE CONTENTS OF EACH NOTIFICATION. YOU AGREE TO WAIVE ANY AND ALL CAUSES OF ACTION, CLAIMS OR DEMANDS AGAINST, AND RELEASE, PASON, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS FROM ANY LIABILITIES, LOSSES, DAMAGES AND/OR CLAIMS, INCLUDING WITHOUT LIMIT, ATTORNEYS' FEES, THAT MAY ARISE, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM (I) A NON-DELIVERY, DELAYED DELIVERY, OR THE MISDIRECTED DELIVERY OF A NOTIFICATION; (II) INACCURATE OR INCOMPLETE INFORMATION CONTAINED IN A NOTIFICATION; OR (III) YOUR RELIANCE ON OR USE OF THE INFORMATION PROVIDED IN A NOTIFICATION FOR ANY PURPOSE.

e. EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL PASON, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, 3RD PARTY PROVIDERS, AGENTS OR ADVISORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF INCOME, LOSS OF ANTICIPATED SALES, LOSS OF OPPORTUNITIES, BUSINESS INTERRUPTION, RIG-DOWNTIME, FAILURE TO REALIZE EXPECTED SAVINGS, DAMAGE TO PROPERTY, CLAIMS OF THIRD-PARTIES, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES OR OTHER ECONOMIC LOSS WHICH IS CONNECTED WITH THE SERVICES OR THESE TERMS, IN ANY WAY, HOWEVER ARISING, INCLUDING WITHOUT LIMIT, THAT RESULTING FROM: (I) YOUR USE OR INABILITY TO USE OR ACCESS SOME OR ALL OF THE SERVICES; (II) ANY THIRD-PARTY CLAIMS THAT THE USE BY YOU OF ANY CONTENT OR ANY OF THE SERVICES VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT OR PRIVACY RIGHT; (III) ANY FAILURE OF PERFORMANCE OF SOME OR ALL OF THE SERVICES, WHETHER RELATED TO ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, LINE FAILURE OR OTHERWISE; OR (IV) ANY OTHER MATTERS RELATING TO ANY FEEDBACK, NOTIFICATIONS, ANY CONTENT, THE SITE, THE DATA, THE DATAHUB OR ANY OTHER SERVICES, BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, WHETHER OR NOT PASON HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT YOU MIGHT INCUR SUCH DAMAGES. YOU FURTHER ACKNOWLEDGE THAT ENTRY, CONVERSION AND STORAGE OF DATA IS SUBJECT TO HUMAN AND MACHINE ERROR AND THAT PASON SHALL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY LOSS, CORRUPTION OR ERRORS IN DATA, INCLUDING DETRIMENTAL RELIANCE ON MANIPULATED, CORRUPTED OR ERRONEOUS DATA.

f. THE TOTAL LIABILITY OF PASON, WHETHER UNDER THE EXPRESS OR IMPLIED PROVISIONS OF THESE TERMS, IN TORT (INCLUDING NEGLIGENCE OR OTHER DUTY OF CARE) OR AT COMMON LAW, FOR ANY LIABILITY, LOSS, DAMAGE AND/OR CLAIM, INCLUDING WITHOUT LIMIT, ANY DATA LOSS OR CORRUPTION, SUFFERED BY YOU, OR ANY OF YOUR USERS OR THIRD PARTIES, THAT MAY ARISE OR DOES ARISE FROM THE SERVICES OR ANY BREACH OF THESE TERMS BY PASON, IS LIMITED

TO THE TOTAL AMOUNT OF THE FEES PAID TO PASON BY YOU, IF ANY, FOR ACCESS TO THE DATAHUB DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ALLEGED LIABILITY, LOSS, DAMAGE OR CLAIM.

g. Except as explicitly set forth herein, Pason disclaims any and all representations, warranties and conditions to the fullest extent permissible under applicable law. Certain jurisdictions do not allow limitations on implied warranties or conditions or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

9. **Indemnity.** You agree at all times to defend, indemnify and hold harmless Pason, its employees, contractors, 3rd Party Providers, agents, officers, directors, successors and assigns (collectively, the "**Indemnified Parties**") from and against any claims, losses, judgments, actions, proceedings, damages, costs and expenses (including without limit, legal and other fees and disbursements) incurred by any of the foregoing Indemnified Parties relating to your use or misuse of the Services and/or from your violation of these Terms.

10. **Violations.** Please report any violations of these Terms to Pason at TechSupport@pason.com.

11. **Termination.** You acknowledge and agree that these Terms will remain in effect for so long as you access the Site or the Services. However, Pason reserves the right to disable your use of, or access to, the Site or any other Services at any time, for any reason, with or without cause, including without limit, if Pason believes that you are violating these Terms in any way. Pason may also terminate your username or password on the Site at any time, with or without cause or notice, for any reason. If you wish to terminate your DataHub account, you may send Pason notification of such termination by email at TechSupport@Pason.com. Pason will not be responsible for maintaining or returning Feedback or your password, or providing you with any Data. You acknowledge that any termination of these Terms will not discharge you of any of your obligations to pay for any outstanding charges or penalties owed to Pason at the time of termination. Sections 3-5, 7-9, and 12 will survive any termination of these Terms for any reason.

12. Miscellaneous.

a. **Changes to the Terms.** We may modify the Terms at any time, at our sole discretion. If we do so, Pason will notify you by posting the modified Terms on the Site or through other methods of communication. If you continue to use the Services, including, without limitation, by continuing to store your Data and/or files on the DataHub, after such a change, you are indicating that you agree to the modified Terms.

b. **Third Party Rights.** Nothing expressed or mentioned in or implied from these Terms is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms. These Terms, and all of the representations, warranties, covenants, conditions, and provisions hereof, are intended to be and are for the sole and exclusive benefit of Pason and you.

c. **Force Majeure.** Pason will not be liable for any causes beyond our control, including without limit, delay or outages affecting the Services because of weather, fire, flood, acts of God, epidemics, labour disputes, civil unrest or government regulation.

d. **Subcontracting and Assignment.** You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder without the prior written consent of Pason. Pason may subcontract a portion of the Services provided hereunder, and may assign this agreement in the course of a corporate reorganization, merger or acquisition, with or without notice to you.

e. **Severability.** If for any reason a court of competent jurisdiction finds any provision of these Terms to be invalid, illegal or unenforceable in any respect or in any circumstance, in whole or in part, the validity, legality or enforceability of such provision in any other respect or circumstance will not in any way be affected or impaired thereby and the parties hereto will endeavour to replace the invalid, illegal or unenforceable provision with a similar provision and the validity, legality and enforceability of the remaining provisions of these Terms will not in any way be affected or impaired thereby.

f. **Waiver.** Pason will not be considered to have waived any of its rights or remedies described in these Terms unless the waiver is in writing and signed by Pason. No delay or omission by Pason in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Pason's failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of Pason's right to subsequently enforce such provision or any other provisions of these Terms.

g. **Choice of Laws.** Without regard to any conflict of law rules that would impose the laws of another jurisdiction, and without regard to the UN Convention on Contracts for the International Sale of Goods, if you reside:

(i) in the United States, these Terms will be governed by and construed in accordance with the laws of the State of Texas and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Texas; or

(ii) outside of the United States, these Terms will be governed by and construed in accordance with the laws of the Province of Alberta, Canada, and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Alberta.

- h. **Dispute Resolution.** The parties agree to bring any dispute or claim arising out of or relating to these Terms, or the breach thereof, that is not settled by reasonable efforts, only in the applicable Court (as determined in Section 12.g. above), and further agrees that a final determination of any dispute or claim is conclusive and enforceable.
- i. **Language.** It is the express will of the parties that this agreement and all related documents be drawn up in English.

Last updated: November 25, 2024