



Master Service Agreement

This Master Service Agreement (“Agreement”) governs the acquisition and use of ALCiT Inc., a Delaware corporation (“ALCiT”) services by the customer identified on the signature page of the accepted quote hereto (“CUSTOMER”). By accepting this Agreement, by signing a quote that references this Agreement or upon your usage of the ALCiT services, You agree to the terms of this Agreement. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms and conditions. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept this Agreement and may not use ALCiT services. The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on the accepted electronic quote or a Schedule that references this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. You may not access any ALCiT services if You are a direct competitor, except with ALCiT’s prior written consent.

This Agreement shall consist of these terms and conditions and the following schedule: Master Service Agreement Definitions;

1. **Services** – In consideration of the covenants of the CUSTOMER contained herein, ALCiT shall perform services for the CUSTOMER throughout the Term of this Agreement in accordance with the terms and conditions set forth in this Agreement and the terms and condition in each Sub-Agreement as referenced separately. In the event of any inconsistency between this Agreement and a Sub-Agreement, the terms of this Agreement shall be deemed to be the controlling provision.
2. **Definitions:** Capitalized terms used herein and not otherwise defined will have the meanings set forth in Schedule 1.
3. **Notices.** Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted hereunder, including this Agreement, shall be in writing and shall be deemed given only if delivered personally, electronically (via a certified and verifiable source of authority) or by a recognized overnight delivery service, addressed to the parties at their respective addresses first set forth below or to such other addresses at which notice of change shall have been given. Such notice, request, demand, waiver, consent, approval, or other communication shall be deemed to have been given as of the date so delivered.
4. **Waiver.** Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party hereto of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.
5. **Remedies.** All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.



6. Construction. Except where the context otherwise requires, wherever used the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense. The captions of this Agreement are for convenience of reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The language of this Agreement shall be deemed to be the language mutually chosen by the parties and no rule of strict construction shall be applied against either party hereto.

7. CUSTOMER agrees to carry sufficient insurance coverage for all equipment loaned, rented, or provided "as a service" by ALCiT and for any items that have not been fully paid, or such level of coverage as you feel necessary. At ALCiT's request, CUSTOMER must provide a Certificate of Insurance or other satisfactory evidence to that effect.

8. ALCiT will maintain insurance commensurate with its potential liabilities under this Agreement. CUSTOMER agrees that insurance covering actual losses to CUSTOMER business, including losses related to interruption of business or cybercrime, are CUSTOMER's responsibility.

9. This Agreement shall be effective as of the date set forth on the signature page ("Agreement Effective Date"). The Agreement's "Term" is comprised of the "Initial Term" and any "Renewal Term". The "Initial Term" of this Master Service Agreement shall be commencing on upon the "Agreement Effective Date". At the expiration of the Initial Term, this Agreement will automatically renew for additional successive periods (the "Renewal Term") until ALCiT or CUSTOMER provides the other party with notice of its intent to terminate this Agreement at least sixty (60) days prior to the expiration of the then Current Term. If ALCiT does not receive such notice from CUSTOMER, CUSTOMER shall be deemed to have renewed the Agreement for an additional term. On a temporary basis, and at ALCiT's sole discretion, CUSTOMER may suspend the renewal process and move to a month-to-month billing plan; the previously existing negotiated price will be increased by 20% for those months where month-to-month billing is in effect.

10. An Early Termination Fee (ETF) will be due to ALCiT if, for any reason, this Agreement is terminated prior to the end of its Term. The ETF is the lesser of the Total Remaining Contract Value or the amount specified on the signature page (plus applicable taxes).

11. Lawful Use Of The Services: CUSTOMER agrees to use all Services provided to CUSTOMER only for CUSTOMER's lawful, appropriate, and permitted internal purposes hereunder. In no event may CUSTOMER resell the Services. In the event that your use of the Services violates any law, rule or regulation or this Agreement, ALCiT shall have the right to immediately terminate this Agreement and pursue any and all its other remedies.

12. Export Matters: CUSTOMER's use of the Services must be in compliance with applicable laws. Without limiting the foregoing statement, CUSTOMER agrees to comply with all restrictions and regulations of the U.S. Department of Commerce, Foreign Affairs, Trade and Development Canada,



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the UK Department for Business, Innovation and Skills, or any other domestic or foreign agency or authority in connection with CUSTOMER's use of the Services, and to not, in violation of any laws, transfer or authorize the transfer of any Services into any U.S., Canadian, UK or U.N. embargoed countries. CUSTOMER represents and warrants that CUSTOMER is not located in, under the control of, or a national or resident of any such country or using the Services for a purpose that is otherwise prohibited in accordance with any such list.

13. Liens and Encumbrances: CUSTOMER will not create and will not permit any lien or encumbrance, including, without limitation, tax liens, mechanics' liens, or other liens or encumbrances, on the Equipment, the Equipment Space, the Facility, or any of ALCiT's equipment or property in or about the Facility, without the prior written consent of ALCiT.

14. CUSTOMER is responsible for understanding the regulatory requirements applicable to CUSTOMER's particular use or business and for selecting services that meet such requirements.

15. Termination for Cause by CUSTOMER. To terminate this Agreement for Material Breach of the terms or conditions of this Agreement, CUSTOMER shall provide to ALCiT legal department in writing, via email (legal@alcit.com) and via certified mail, the details of ALCiT's Material Breach and allow ALCiT thirty (30) days to cure any such violation prior to termination of this Agreement. You may only terminate this Agreement if ALCiT fails to cure the alleged material breach after such thirty (30) days period. Termination for Cause by CUSTOMER will not waive any fees owed to ALCiT as per this Agreement but will waive the Early Termination Fee.

16. Termination for Cause by ALCiT: ALCiT may terminate any or all Services immediately and without prior notice (Termination for Cause) for any of the following reasons: any Material Breach of this Agreement, its appendixes and any applicable sub-agreement, which includes any failure to make payment when due, violation of the ALCiT's Acceptable Use or No-Spam Policies; or any non-material breach of this Agreement which remains uncured beyond a reasonable time after breach notification; and failure to provide and keep current all administrative contact and billing information. In the event of Termination for Cause by ALCiT, ALCiT shall not refund any paid fees. Termination for Cause will not cancel or waive any fees owed to ALCiT as per this Agreement including the Early Termination Fee.

17. Termination for Convenience by CUSTOMER. To terminate this Agreement for convenience, CUSTOMER shall provide a Cancellation Notice to ALCiT in writing, via email (servicedesk@alcit.com) or via certified mail. The Cancellation Notice must include the full customer's name as it appears on the agreement or schedule, the list of services getting cancelled and a valid phone and email contact information for a representative from CUSTOMER with the authority to cancel the service. Once the representative confirms the cancellation, the service will be stopped at in thirty (30) days or at the next billing cycle, which ever is the latest. In the event of Termination for Convenience ALCiT shall not refund any paid fees. Termination for Convenience will not cancel or waive any fees owed to ALCiT as per this Agreement including the Early Termination Fee.

18. Termination for Convenience by ALCiT: To terminate this Agreement for convenience, ALCiT shall provide a Cancellation Notice to CUSTOMER in writing, via the billing email on record and via



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regular mail. The Cancellation Notice must include the full customer's name as it appears on the agreement or schedule, the list of services getting cancelled and a valid phone and email contact information for a representative from ALCiT with the authority to discuss the cancellation of the service. Once the Cancellation Notice is sent, the service will be stopped at in sixty (60) days or at the next billing cycle, which ever is the latest. In the event of Termination for Convenience ALCiT shall not refund any paid fees. Termination for Convenience will not cancel or waive any fees owed to ALCiT as per this Agreement.

19. Service transfer: At the end of the Agreement (either through Termination or at the end of a Term that was not renewed), ALCiT will stop all services it provides to CUSTOMER. It is CUSTOMER's sole responsibility to ensure that all required services for CUSTOMER's have been transferred to CUSTOMER or to another provider. Any assistance from ALCiT to assess those services or transfer them will be invoiced on a Time & Material basis.

20. All fees under this Agreement and Sub-Agreements are payable in advance and are due and payable upon receipt of an invoice. Agreed upon travel fees will be billed on the following month.

21. Prices include a 3.5% discount from the regular price for payment via Cheque or Electronic Fund Transfer (EFT).

22. CUSTOMER is solely responsible for payment of any taxes applicable by any law, resulting from your acceptance of this Agreement and/or your use of the Services, exclusive of taxes based on ALCiT's income. You agree to hold ALCiT harmless from all claims and liability arising from your failure to report or pay such taxes.

23. Where ALCiT incurs fees with a Third Party on CUSTOMER's behalf and with CUSTOMER's consent, including circuit term liability charges, or change or expedite fees in relation to equipment or products related to your Services, CUSTOMER agrees to reimburse ALCiT for such Third-Party fees, including any markup ALCiT may in its discretion charge with respect to such Third-Party Fees.

24. Invoices not fully paid within fifteen (15) days of the issuance date indicated on the invoice could be subject to interest on all outstanding fees equal to the lesser of: (i) one and a half percent (1.5%) per month payable and compounded monthly from the invoice issue date; and (ii) the maximum rate amount allowed by law. If CUSTOMER's cheque or credit card payment is returned or refused for insufficient funds, CUSTOMER will be invoiced an additional service charge of at least thirty-five dollars (\$35.00). Subsequent returned or refused payments will be subject to a service charge in the amount of at least fifty dollars (\$50.00).

25. CUSTOMER agrees that its obligation to make all payments due hereunder shall be absolute and unconditional, and shall not be subject to abatement, reduction, set-off, defense or counterclaim whatsoever. CUSTOMER acknowledges that certain ALCiT products contain functionality which allows ALCiT to suspend use of the product by CUSTOMER in the event of a default of this Agreement. If CUSTOMER is in default of this Agreement, ALCiT reserves the right to suspend delivery of any product updates, product support and/or host communication capabilities and to remotely suspend use of the product by CUSTOMER. If legal action is commenced to collect amounts due hereunder, CUSTOMER



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shall be liable for ALCiT's reasonable legal fees and costs incurred by ALCiT in connection with such action.

26. ALCiT will provide invoices to CUSTOMER each month for all services. The invoice remains due even in case of challenge by CUSTOMER. The first payment after the adjustment will be increased or reduced by an amount equal to the aggregate shortfall or overpayment contained in the amounts paid prior to that time when compared to the amount that would have been payable if the fees had been used for the calculation. If CUSTOMER believes CUSTOMER's bill is incorrect, CUSTOMER must contact ALCiT in writing within sixty (60) days from issuance date stipulated in the relevant invoice, setting forth the details of the amount in question and CUSTOMER's basis for asserting its inaccuracy. If CUSTOMER fails to approach ALCiT within such timeframe, such Invoice shall be considered undisputable by CUSTOMER, and shall not be eligible to any adjustment, credit, or refund.

27. Except for the services provided by ALCiT that are bound by a Service Level Agreements, ALCiT provides the products and services on an "AS-IS" basis and makes no warranties, representations, conditions or guarantees of any kind, whether express or implied, statutory or otherwise (including, without limitation, all warranties, representations and conditions relating to merchantable quality, fitness for a particular purpose or those arising from a course of dealing or usage of trade, non-infringement, and uninterrupted or error-free operation) and all such warranties, representations, conditions, or guarantees are expressly disclaimed. This statement does not limit CUSTOMER's ability to exercise the manufacturer warranty provided with any items purchased from ALCiT.

28. The maximum cumulative penalty for all services on a given month may not exceed \$1,500.

29. CUSTOMER shall monitor and maintain its services within all plan-specified limits and in a manner that does not disrupt the activities of other ALCiT customers. In the event its usage exceeds the limits for CUSTOMER's service or may disrupt the activities of other ALCiT customers, CUSTOMER agrees ALCiT may, in its sole discretion, (i) charge CUSTOMER for such excess usage via invoice, (ii) upgrade CUSTOMER to a plan or increase the limits on CUSTOMER's service to address this excess usage, and/or (iii) suspend or terminate CUSTOMER service for cause. Usage and associated charges for excess usage shall be determined based solely upon ALCiT's collected usage information. Unused monthly allotments shall not accrue or carry over from one month to any other month. Upon any upgrade or increase on the limits of CUSTOMER's service, CUSTOMER shall be responsible for the new costs and fees.

30. In no event shall ALCiT and/or its subsidiaries, affiliates, officers, employees, agents, partners, mandataries, vendors, licensors and subcontractors be liable to customer or any third party for damages for loss of profits, revenue, loss of use, loss of goodwill, work stoppage, computer failure or malfunction, or any incidental, consequential, punitive, indirect, contingent, secondary, or special damages or expenses of any nature whatsoever and howsoever arising, even if ALCiT has been advised of the possibility or certainty of such damages. CUSTOMER agrees that the aggregate for past, present and future liability of ALCiT and its subsidiaries, affiliates, officers, employees, agents, partners, mandataries, vendors, licensors and subcontractors collectively for all damages, claims and



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expenses arising hereunder, whether arising out of contract, tort (including negligence or gross negligence), product liability, fundamental breach, breach of a fundamental term, warranty or otherwise, shall not exceed 50% of the total amount actually paid by CUSTOMER to ALCiT during preceding one (1) year for the service(s) relating to the event giving rise to such liability.

31. Subcontractors: ALCiT may choose in its sole discretion to perform its responsibilities under this Agreement through subcontractors provided that ALCiT will not be relieved of its obligations under this Agreement by the use of such subcontractors. ALCiT will remain liable for any obligations of its subcontractors to the same extent as if ALCiT had performed such obligations, and, for purposes of this Agreement, such work shall be deemed work performed by ALCiT. CUSTOMER agrees not to make any claim against ALCiT subcontractor arising from or in connection with this Agreement. ALCiT will ensure that all subcontractors and all subcontractors' personnel comply with the terms of this Agreement applicable to them. ALCiT will be responsible for all payments due to its subcontractors. Subcontractors involved directly with CUSTOMER will need to adhere to CUSTOMER's policies.

32. Relationship: ALCiT and CUSTOMER are independent contractors, and this Agreement does not establish any partnership, joint venture, agency, employment, franchise, or other relationship between ALCiT and CUSTOMER.

33. CUSTOMER Property: Any and all CUSTOMER property must be promptly picked up at ALCiT's request. Any property left with ALCiT will be subject to storage fees after fourteen (14) days. After thirty (30) days, ALCiT may unplug and move the property at CUSTOMER's expense. After ninety (90) days, ALCiT may dispose of the property in a cost-effective manner at CUSTOMER's expense. Any visit, help or assistance by ALCiT will be invoiced as Time and Material. All cost linked to such property will remain due to ALCiT beyond the termination of this Agreement, including but not limited to storage fees, colocation fees, moves fees, disposal fees and labour.

34. Data: CUSTOMER data is the exclusive property of CUSTOMER. ALCiT is authorized to have access to and make use of and to further authorize access and use of CUSTOMER's Data as appropriate for the performance by ALCiT of its obligations under this Agreement. Upon the termination or expiration of this Agreement, ALCiT will, in accordance with CUSTOMER's instructions and at CUSTOMER's expense, return the data to CUSTOMER or destroy all of CUSTOMER's data that is then in ALCiT's possession which is then existing in written form or in machine-readable format. If no instructions are provided by CUSTOMER to ALCiT within thirty (30) days of termination, ALCiT shall destroy the data with the most cost-effective method at CUSTOMER's expense. ALCiT will not use CUSTOMER's Data for any purpose other than providing, managing, and administering the Services. Except in the case of any inaccuracies directly caused by ALCiT's failure to act with a reasonable degree of skill and care in performing the Services as required hereunder, CUSTOMER will be solely responsible for the accuracy and completeness of any CUSTOMER data provided to ALCiT. Unless otherwise noted, ALCiT may elect to store this data in or transmit the data through any country of its choosing.



35. Intellectual Property: Any and all CUSTOMER Proprietary Materials that are made available to ALCiT and all Intellectual Property Rights in and to such CUSTOMER Proprietary Materials shall be and remain the sole and exclusive property of CUSTOMER or its licensors. Upon the termination or expiration of this Agreement, ALCiT will, in accordance with CUSTOMER's instructions and at CUSTOMER's expense, return the Proprietary Materials to CUSTOMER or destroy all of CUSTOMER's Proprietary Materials that is then in ALCiT's possession. Notwithstanding the foregoing, Any and all Proprietary Materials of ALCiT and all Intellectual Property rights in and to the Proprietary Materials of ALCiT will be and remain the sole and exclusive property of ALCiT or its licensors. Without limiting the generality of the foregoing, ALCiT retains all right, title and interest and all Intellectual Property Rights in and to any and all data, software, software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services including any IT Tools and Utilities developed by ALCiT in providing the Services under this Agreement. The content as well as the software, underlying the performance of the Services granted there under, in whole or in part (collectively "the Protected Material") and any extracts or output that you make from the Protected Material, are owned by ALCiT and/or its suppliers, and its structure, organization and code are the valuable trade secrets of ALCiT and/or its suppliers. You shall not physically receive, under any circumstances, any code, whether source code or object code, in connection to any software included in the Protected Material. The Protected Material may also be protected by foreign Copyright Law and International Treaty provisions. You must treat the Protected Material just as you would any other copyrighted material, such as a book. You may not copy the Protected Material. You agree not to modify, adapt, translate, or make derivative works based upon the Protected Material. You also agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the software. Except as stated above, this Agreement does not grant you any intellectual property rights in the Protected Material. This Agreement provides the terms and conditions under which you are permitted to use the Protected Material in the framework of the Services only. It is not an agreement for the sale of the Protected Material to you, and no title to the Protected Material passes to you.

36. ALCiT makes every effort to adopt a 'best in class' strategy with regards to the products it uses to provide the Services. However, ALCiT does not manufacture the hardware, and in most cases does not develop the software components, that are used to provide the Services. ALCiT does not make any representations or warranties regarding either fitness for any particular purpose, nor any standard or quality, unless this forms part of the manufacturers' or developers' specifications. This Section does not affect your rights under the Master Service Agreement.

37. Liability for Defects: ALCiT is dependent on manufacturers and developers for updates and patches, including security patches, and will have no liability to CUSTOMER, CUSTOMER's Users or any third party with respect to security vulnerabilities.

38. Malicious Code: Any material, data, software, or products placed on ALCiT's systems by or through CUSTOMER shall be free of any and all malicious code, including disabling devices, drop dead devices, time bombs, trap doors, trojan horses, worms, computer viruses and mechanisms that may disable or negatively impact the systems.



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39. CUSTOMER will reasonably cooperate with ALCiT investigations of outages, security problems and any suspected breach of this Agreement.
40. CUSTOMER will immediately notify ALCiT of any unauthorized use of the Services, or any other breach or suspected breach of the security of the Services.
41. CUSTOMER is fully responsible for the content of the information and data passing through ALCiT's network or using the Services and for all activities that CUSTOMER conducts with the assistance of the Services.
42. CUSTOMER agrees that ALCiT may list CUSTOMER as a customer and reproduce CUSTOMER's logo and registered trademark online or in printed materials solely to indicate that CUSTOMER is or was a customer of ALCiT, unless and until CUSTOMER provides ALCiT with a written notice not to do so.
43. Any Confidential Information or Personal Information disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") in connection with this Agreement that is identified as confidential or personal will be protected and held in confidence by the Recipient. CUSTOMER and ALCiT agree that Confidential Information and Personal Information will be used only for the purposes of this Agreement and related internal administrative purposes.
44. Disclosure of Confidential Information and Personal Information will be restricted to the Recipient's employees, contractors, affiliates, or agents (including auditors, lawyers, and consultants) on a "need to know" basis in connection with the services, each of whom are bound by confidentiality obligations no less stringent than these prior to such disclosure. Each Party may disclose Confidential Information and Personal Information relating to the Services to providers of goods and services to the extent such disclosure is necessary and reasonably anticipated.
45. A Recipient may disclose Confidential Information and Personal Information to the extent required by law, but the disclosure does not relieve the Recipient of its confidentiality obligations with respect to any other party.
46. CUSTOMER agrees that any audit, compliance, certification, or security reports provided to CUSTOMER by ALCiT are for CUSTOMER's internal use only and are not to be disclosed or distributed by CUSTOMER to any third party without ALCiT written consent. CUSTOMER agrees that the terms of any order you may place with ALCiT are the confidential information of ALCiT and CUSTOMER will maintain the strict confidentiality of this information.
47. Entire Agreement. This Agreement includes any Sub-Agreements, Exhibits or Schedules agreed to and sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, communications, representations, or agreements, including any digital, electronic, or Internet-based agreements, between them, oral or written, concerning the subject of this Agreement. THIS AGREEMENT MAY NOT BE AMENDED OR MODIFIED EXCEPT BY A WRITTEN AMENDMENT SIGNED PHYSICALLY OR DIGITALLY BY CUSTOMER AND AN OFFICER OF ALCiT. **Severability.** In the event that one (1) or more provisions



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of this Agreement are found to be invalid, void or unenforceable to any extent, such provision shall to that extent be severed from the remaining terms, conditions and provisions of this Agreement which shall continue to be valid to the fullest extent permitted by law. **Waiver.** Failure of either party hereto to enforce, at any time, any term of this Agreement shall not be a waiver of that party's right thereafter to enforce each and every term of this Agreement. **Force Majeure.** Neither party shall be considered in default in performance of any obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, acts of terrorism, failure, or delay of transportation, or by any other similar cause or causes beyond its reasonable control. **Assignment.** CUSTOMER may not assign its rights or delegate its duties hereunder, whether by operation of law or otherwise, without the prior written consent of ALCiT, which may be withheld at the sole discretion of ALCiT. Any assignment by CUSTOMER without ALCiT's written consent shall be null and void. If CUSTOMER sells its business by means of either share or asset sale, or amalgamates, the new owner and/or continuing corporation (if approved by ALCiT in its sole discretion) must sign a new Master Service Agreement. If ALCiT and the new owner and/or continuing corporation enter into a new agreement, this Agreement shall be terminated, and CUSTOMER shall have no future liability hereunder but shall remain liable for any amounts due prior to the effective date of such new agreement. In all other circumstances, if this agreement is not continued, CUSTOMER shall remain liable under this Agreement including the Early Termination Fees. ALCiT may assign this Agreement to any third party without consent, provided that such party agrees to assume ALCiT's obligations hereunder. **Currency.** Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and \$ refers to Canadian dollars. **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware and the federal laws of the United States applicable therein and shall be treated in all respects as an Delaware contract, without regard to its conflict of laws principles. Both parties agree to waive trial by jury in any litigation arising out of or relating to this Agreement. Courts located in the state of Delaware shall have the exclusive jurisdiction to hear and resolve all disputes arising hereunder. **Language.** The parties have required that this Agreement and all documents relating thereto be drawn-up in English. Les parties ont demandées que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. **Review.** CUSTOMER warrants to ALCiT that it has had the opportunity to review the content and meaning of this Agreement with its counsel or has voluntarily elected not to do so. This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole. The parties hereto expressly agree that the doctrine of Contra Proferentem shall not apply to this Agreement and that in no event shall any ambiguity in this Agreement be construed against either party. **Conflict Between Agreement, Sub-Agreement and Schedules.** In the event of any inconsistency between the terms of any Schedules or Sub-Agreement to this Agreement and the other terms of this Agreement, the terms of the Agreement shall be deemed to be the controlling provision. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.