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This Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable, without regard to conflict of laws provisions. The Parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

17. PRIVACY

Evertz collects personal information that you provide to us. Some information, such as your Internet Protocol (IP) address and/or browser and device characteristics, is collected automatically when you visit our website. Evertz processes your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with legal obligations, and/or your consent. We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations. We only share information with the following categories of third parties; Data Analytics Services. We may use cookies and other tracking technologies to collect and store your information. We may transfer, store, and process your information in countries other than your own. We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law. We aim to protect your personal information through a system of organizational and technical security measures. We do not knowingly collect data from or market to children under 18 years of age. In some regions, such as the European Economic Area (EEA) and United Kingdom (UK), you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time. If you are a resident of California, you are granted specific rights regarding access to your personal information. This will be updated as necessary to stay compliant with relevant laws.

17. NOTICES

All notices shall be given in writing and deemed effective upon receipt. Notices to Licensor shall be sent to 5292 John Lucas Drive, Burlington, Ontario L7L 5Z9 Attention: Marsha Garner. Notices to Licensee shall be sent to the address set out on the purchase order, unless otherwise directed by Licensee.

18. SEVERABILITY

If any provision of this Agreement is determined to be unenforceable or invalid by court decision, this Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law and the remainder of the Agreement shall remain in full force and effect.

19. DISPUTE RESOLUTION

Disputes, controversies or claims may arise between the Parties. To minimize the expense to and impact on each Party of formally resolving such disputes, controversies and claims in accordance with the Applicable Law Section 16 above, the Parties will first attempt to resolve any controversy or claim arising out of or relating to any purchase order.

20. INTERPRETATION

In this Agreement, (a) the insertion of headings is for convenience of reference only and will not affect the construction or interpretation of this Agreement; (b) words or abbreviations that have well known or trade meanings are used herein in accordance with their recognized meanings; and (c) terms and conditions hereof are the result of negotiations between the parties and this Agreement will not be construed in favor of or against any party by reason only that a party or its professional advisors participated in the preparation of this Agreement.