

OPTIGO NETWORKS END USER TERMS

Last updated: September 28, 2026

The following End User Terms, together with any additional terms they expressly incorporate by reference (collectively, these “**End User Terms**”), govern your access to and use of: (a) our website including any content and functionality offered on or through <https://www.optigo.net/> (the “**Website**”); (b) our proprietary operational technology network monitoring and troubleshooting platform and related services (collectively, the “**Optigo Networks Platform**”); (c) any text, pictures, media, data, information and other materials or content (collectively, the “**Content**”) contained on or provided through (a) and (b); and (d) all other Content, products or services provided by us to you through the Website and the Optigo Networks Platform (collectively, the “**Optigo Networks Solution**”). These End User Terms form an agreement between you and Optigo Networks Inc. (“**Optigo Networks**”, “**us**”, “**we**”, “**our**”). The term “**you**” or “**your**” refers to the person or entity browsing, installing, downloading, accessing or otherwise using the Optigo Networks Solution (“**use**” or “**using**” in these End User Terms will mean any of the foregoing).

You understand that you are being permitted to use the Optigo Networks Solution because you are a permitted user (a “**Permitted User**”) of a customer (“**Customer**”) that has separately entered into a software-as-a-service agreement with Optigo Networks (the “**SaaS Agreement**”) that, among other things, permits you to access and use the Optigo Networks Platform and other components of the Optigo Networks Solution.

These End User Terms are entered into by you and Optigo Networks. These End User Terms relate to the Optigo Networks Solution only and do not alter in any way the terms or conditions of any agreement that you may have entered into with a Customer or any agreement that you may have entered into, directly or indirectly, with one of the other users of the Optigo Networks Solution, including an employer.

BY USING THE OPTIGO NETWORKS SOLUTION IN ANY WAY OR BY CLICKING TO ACCEPT THESE END USER TERMS, YOU:

A. REPRESENT AND WARRANT THAT:

- I. YOU HAVE REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OR YOU HAVE THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN TO ACCESS OR USE THE OPTIGO NETWORKS SOLUTION;**
- II. YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS;**
- III. IF YOU ARE AGREEING TO THESE END USER TERMS ON BEHALF OF A COMPANY OR OTHER ORGANIZATION, YOU HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION AND ENTER INTO THESE END USER TERMS; AND**

B. AGREE TO BE BOUND BY AND COMPLY WITH THESE END USER TERMS AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 1.

IF YOU DO NOT AGREE TO THESE END USER TERMS, YOU MUST NOT ACCESS OR USE THE OPTIGO NETWORKS SOLUTION.

PLEASE NOTE THAT THESE END USER TERMS CONTAIN PROVISIONS THAT GOVERN CLAIMS BETWEEN OPTIGO NETWORKS AND YOU. PLEASE SEE SECTION 7 (DISCLAIMER), SECTION 8 (LIMITATION OF LIABILITY) AND SECTION 9 (INDEMNIFICATION) FOR MORE DETAILS.

IF YOU HAVE ANY QUESTIONS OR COMMENTS REGARDING THESE END USER TERMS, OR IF YOU BELIEVE THAT OPTIGO NETWORKS HAS NOT COMPLIED WITH THESE END USER TERMS, PLEASE CONTACT US AT LEGAL@OPTIGO.NET. WE WILL DO OUR BEST TO ADDRESS YOUR QUESTIONS OR CONCERNS.

1. Changes to these End User Terms

Except where prohibited by applicable law, we reserve the right, in our sole discretion, to change any element of these End User Terms at any time. We may, in our discretion, change these End User Terms from time to time and at any time by posting a new version to the Optigo Networks Platform. If you do not agree to any change(s) after receiving a notice of such change(s), you must stop using the Optigo Networks Platform and the Content. Otherwise, your continued access to or use of the Optigo Networks Platform and the Content after any changes to these End User Terms indicates your acceptance of such changes. If you are a consumer residing in Québec and you have created an account for the use of the Optigo Networks Platform, you will receive an email notice of changes to these End User Terms at least 30 days before the changes come into force and you can refuse the amendment by closing your account without cost, penalty or cancellation indemnity within 30 days after the changes come into force. If notice requirements under applicable law apply in your jurisdiction, we may provide notice and obtain consent to changes in accordance with such applicable laws.

2. Account

In order to access certain features of the Optigo Networks Solution, you will be required to sign up for a user account using the available interfaces of the Optigo Networks Solution either directly or through the Customer using your email (an “**Account**”). You must provide us with true, accurate, current and complete information for your Account. We reserve the right to disable any Account issued to you at any time in our sole discretion. If we disable access to the Account issued to you, you will be prevented from accessing the Optigo Networks Solution. Optigo Networks is entitled to act on instructions received through your Account. Optigo Networks is not responsible for any actions taken or transactions arising from instructions made to or from your Account. You are solely responsible for any and all use of your Account and all orders and activities that occur under or in connection with the Account. We reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the Optigo Networks Solution. You agree to be responsible for any act or omission of any users that access the Optigo Networks Solution under your Account that, if undertaken by you, would be deemed a violation of these End User

Terms. You will notify us immediately of any unauthorized access to or use of your Account or any other breach of security.

3. User Data

You confirm that you have granted all rights necessary to the Customer for us to use your information, records, files, data, text, software, music, sound, photographs, graphics, video, or other materials, that you load, transmit to or enter into, or that we otherwise collect from your access to or use of, the Optigo Networks Solution (collectively, the “**User Data**”). To the extent that you have not granted such necessary rights to the Customer, you grant us such rights by entering into these End User Terms.

4. Privacy; Confidentiality

- (a) To the extent User Data includes personal information, Optigo Networks will only use such personal information for the purposes of fulfilling Optigo Networks’s obligations and exercising its rights in accordance with these End User Terms.
- (b) You acknowledge that in the course of using the Optigo Networks Solution, you may come into contact with our confidential information, and you agree to protect and keep confidential such confidential information and disclose it only as necessary to comply with these End User Terms or with any applicable laws compelling disclosure. You agree that upon expiration or termination of these End User Terms, you will destroy, return or delete any such confidential information in your possession.

5. Your Responsibilities

- (a) You will not use the Optigo Networks Solution in violation of these End User Terms or any applicable laws and regulations, including, but not limited to, all intellectual property, data, and privacy laws.
- (b) You will:
 - (i) use reasonable efforts to prevent unauthorized access to or use of the Optigo Networks Solution;
 - (ii) keep your Account and all other login information confidential;
 - (iii) monitor and control all activity conducted through your Account in connection with the Optigo Networks Solution;
 - (iv) keep your email address and, where applicable, your contact details associated with your Account current and accurate; and
 - (v) promptly notify us if you become aware or reasonably suspect any illegal or unauthorized activity or a security breach involving your Account, including any loss, theft, or unauthorized disclosure or use of your Account.
- (c) You will not, and will not permit anyone else to:

- (i) register for more than one Account, or register for an Account on behalf of an individual other than yourself without such individual's authorization;
- (ii) use anyone else's Account at any time without the permission of the account holder;
- (iii) sub-license, sell, rent, lend, lease or distribute the Optigo Networks Solution or any intellectual property rights therein or otherwise make the Optigo Networks Solution available to others;
- (iv) use or access the Optigo Networks Solution in violation of any applicable law or intellectual property right, in a manner that threatens the security or functionality of the Optigo Networks Solution or for any purpose or in any manner not expressly permitted in these End User Terms;
- (v) use the Optigo Networks Solution to create, collect, transmit, store, use or process any data or other information: (A) that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (B) that you do not have the lawful right to create, collect, transmit, store, use or process; or (C) in a manner that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity);
- (vi) modify, reverse engineer, reverse assemble, disassemble, or decompile the Optigo Networks Solution (any part thereof) or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Optigo Networks Solution;
- (vii) violate the terms of use of any third-party website that is linked to the Optigo Networks Solution; and
- (viii) remove or obscure any proprietary notices or labels on the Optigo Networks Solution, including brand, copyright, trademark and patent or patent pending notices.

6. No Unlawful or Prohibited Use

- (a) You will not use the Optigo Networks Solution in violation of these End User Terms or of any applicable law. Without limiting the generality of the foregoing, you will not (and will not attempt to) directly or indirectly:
 - (i) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Optigo Networks Solution (e.g., a denial of service attack);
 - (ii) attempt to gain unauthorized access to the Optigo Networks Solution, or bypass any measures we may use to prevent or restrict access to the Optigo

Networks Solution, including by performing any vulnerability, penetration or similar testing of the Optigo Networks Solution;

- (iii) send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Optigo Networks Solution any data, information, pictures, videos, audio or other materials or content that: (A) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data; (B) you do not have the lawful right to send, upload, collect, transmit, store, use, post, publish, or otherwise communicate; (C) is false, inaccurate, intentionally misleading, or impersonates any other person; (D) gives the impression that it originates from or is endorsed by us or any other person or entity, if that is not the case; (E) is defamatory, bullying, harassing, abusive, threatening, vulgar, exploitative, obscene, harmful, sexually explicit, inflammatory, offensive or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual, or is otherwise objectionable, such determination to be made in Optigo Networks's sole discretion; (F) is harmful to minors in any way or targeted at minors; (G) infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); (H) violates, or encourages any conduct that may violate, any applicable laws or would give rise to civil or criminal liability; or (I) contains information about an identifiable individual;
- (iv) use any data mining, robots, or similar data gathering or extraction methods;
- (v) in any manner violate the terms of use of any third-party website that is linked to the Optigo Networks Solution;
- (vi) impersonate or attempt to impersonate Optigo Networks, an Optigo Networks employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- (vii) encourage or engage in any other conduct that restricts or inhibits any other user's access or use of the Optigo Networks Solution, or which, as determined by us, may harm the Optigo Networks Solution or users of the Optigo Networks Solution or expose them to liability;
- (viii) promote any illegal activity or advocate, promote, or assist any unlawful act;
- (ix) publish, market, advertise or in any way distribute the Content;
- (x) access or use the Optigo Networks Solution for the purpose of building a similar or competitive product or service;

- (xi) copy or store any significant portion of the Content;
- (xii) share, transfer or otherwise provide access to an Account designated for you to another person;
- (xiii) mirror or frame the Website or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages; or
- (xiv) authorize, permit, enable, induce or encourage any third party to do any of the above.

7. Disclaimer

- (a) THE LAWS OF CERTAIN JURISDICTIONS, WHICH MAY INCLUDE QUÉBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LEGAL WARRANTIES, CONDITIONS OR REPRESENTATIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS IN THESE END USER TERMS (INCLUDING THE FOLLOWING DISCLAIMERS) MAY NOT APPLY AND YOU MAY HAVE ADDITIONAL RIGHTS. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR CONDITION, THE SCOPE AND DURATION OF SUCH WARRANTY OR CONDITION WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.
- (b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE OPTIGO NETWORKS SOLUTION AND ANY OPTIGO NETWORKS PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. OPTIGO NETWORKS DOES NOT WARRANT THAT THE OPTIGO NETWORKS SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE OPTIGO NETWORKS SOLUTION. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED OR AS OTHERWISE REQUIRED BY LAW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE OPTIGO NETWORKS SOLUTION AND PRODUCTS AND SERVICES WHETHER EXPRESS, IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, CURRENCY, TIMELINESS, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE

GENERALITY OF ANY OF THE FOREGOING, OPTIGO NETWORKS EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO YOU IN CONNECTION WITH YOUR USE OF THE OPTIGO NETWORKS SOLUTION (OR ANY PART OF IT), IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY YOU FOR ANY PURPOSE WHATSOEVER. OPTIGO NETWORKS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, 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 WEBSITE, THE OPTIGO NETWORKS PLATFORM OR THE CONTENT OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON ANY WEBSITE LINKED TO THEM.

- (c) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THIRD-PARTY COMMUNICATIONS AND ANY THIRD-PARTY WEBSITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH THE OPTIGO NETWORKS SOLUTION INCLUDING THOSE OF A CUSTOMER.
- (d) IF YOU ARE A CONSUMER RESIDING IN QUÉBEC, THE FOREGOING DOES NOT LIBERATE US FROM THE CONSEQUENCES OF OUR OWN ACTS OR THOSE OF OUR REPRESENTATIVES.

8. Limitation of Liability

- (a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, LICENSEES AND SERVICE PROVIDERS AND ANY SUCCESSORS AND ASSIGNS OF THE FOREGOING (COLLECTIVELY WITH OPTIGO NETWORKS, THE “**OPTIGO NETWORKS PARTIES**”) BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST OR LOSS OF (A) SAVINGS, (B) PROFIT, (C) DATA, (D) USE, OR (E) GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH; (VI) PERSONAL OR PROPERTY DAMAGE; OR (VII) OTHER LIABILITIES, IN EACH CASE, WHETHER OR NOT WE WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THE OPTIGO NETWORKS SOLUTION OR THE INABILITY TO MAKE USE OF THE OPTIGO NETWORKS SOLUTION, OR THESE END USER TERMS.

- (b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE OPTIGO NETWORKS PARTIES' TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE END USER TERMS, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE OPTIGO NETWORKS SOLUTION, EXCEED THE TOTAL AGGREGATE AMOUNT OF CAD\$50. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE END USER TERMS WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.
- (c) Without limiting the foregoing, under no circumstances will any of the Optigo Networks Parties be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our or their reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, pandemics, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, or non-performance of third parties.
- (d) If you are a consumer residing in Québec, the foregoing does not liberate us from the consequences of our own acts or those of our representatives.

9. Indemnification

- (a) You will defend, indemnify and hold harmless the Optigo Networks Parties from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with:
 - (i) your User Data;
 - (ii) your use of the Optigo Networks Solution or any services offered by Optigo Networks (including your use of and access to the Optigo Networks Solution, including any User Data transmitted or received by you, Customer or other Permitted Users);
 - (iii) your breach of any provision of these End User Terms or any documents referenced herein;
 - (iv) your gross negligence, wilful misconduct or fraud;
 - (v) your violation of any law, rule, regulation or the rights of a third party (including intellectual property rights); or
 - (vi) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Optigo Networks Solution.

- (b) Optigo Networks reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defences. You agree that the provisions in this section will survive any termination of your Account, the End User Terms or your access to the Optigo Networks Solution.

10. Term and Termination

These End User Terms will commence on the day you first use any portion of the Optigo Networks Solution and will continue until the earliest of: (i) the date Customer's subscription to the Optigo Networks Platform expires or has been terminated by Customer or Optigo Networks; (ii) the date you are no longer designated a Permitted User by Customer; or (iii) the earlier termination of these End User Terms as provided herein (the "**Term**"). We may terminate these End User Terms at any time and with immediate effect by giving notice to you, at our discretion, by email (at your current email address on file with us) or through the Optigo Networks Solution. You may terminate these End User Terms at any time and with immediate effect by deleting your Account and ceasing use of the Optigo Networks Solution. For greater certainty, if you continue to use any portion of the Optigo Networks Solution that is publicly available after these End User Terms have been terminated, these End User Terms will continue to apply to the extent of such use. Sections of these End User Terms which by their nature survive termination or expiration, or which contemplate performance or observance subsequent to termination or expiration of these End User Terms, will survive expiration or termination of these End User Terms for any reason.

11. General Provisions

- (a) Choice of Law. Except as prohibited or restricted by applicable law, these End User Terms will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of law and such laws apply to your access to or use of the Optigo Networks Solution, notwithstanding your domicile, residency or physical location. You will only use the Optigo Networks Solution in jurisdictions where the Optigo Networks Solution may lawfully be used. Except as prohibited or restricted by applicable law, you hereby consent to the exclusive jurisdiction and venue of courts in Vancouver, British Columbia, in all disputes arising out of or relating to the use of the Optigo Networks Solution. The U.N. Convention on Contracts for the International Sale of Goods will not apply to these End User Terms. This choice of jurisdiction does not prevent us from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.
- (b) Entire Agreement and Interpretation. These End User Terms and all documents incorporated by reference herein constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Optigo Networks Solution, products, and any services offered by Optigo Networks. A printed version of these End User Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these End User Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The

terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of these End User Terms are for reference purposes only and have no substantive effect. The terms "consent" or "discretion", when used in respect of us in these End User Terms, mean our right to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain our decision to you. Notwithstanding the foregoing, the SaaS Agreement will govern to the extent of any inconsistency between the SaaS Agreement and these End User Terms.

- (c) Waiver. Our failure to insist upon or enforce strict performance of any provision of these End User Terms will not be construed as a waiver of any provision or right. A waiver of any provision of these End User Terms must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- (d) Severability. If any of the provisions contained in these End User Terms are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these End User Terms and all other provisions of these End User Terms will remain in full force and effect.
- (e) Assignment. You will not assign these End User Terms to any third party without our prior written consent. We may assign these End User Terms or any rights under these End User Terms to any third party without your consent. Any attempted assignment, subcontract, delegation, or transfer in violation of this Section will be null and void. These End User Terms will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assignees.
- (f) English Language. Except as prohibited or restricted by applicable law, where you are using the Optigo Networks Solution in Canada, the parties confirm that the essential stipulations of these End User Terms reflect the mutual agreement of the parties further to negotiation, and were not imposed by either party, even when drawn up by one of the parties. Except as prohibited or restricted by applicable law, where you are using the Optigo Networks Solution in Canada, the parties further confirm that it is the express wish of all parties that these End User Terms, all documents related to these End User Terms and all communications between the parties in the context of the performance of these End User Terms be in English only. *Sauf dans la mesure interdite ou restreinte par la loi applicable, lorsque l'utilisateur utilise la solution Optigo Networks au Canada, les parties confirment que les stipulations essentielles de la présente entente reflètent le résultat de discussions libres de gré à gré et n'ont pas été imposées par l'une ou l'autre des parties, même lorsque rédigées par l'une des parties. Sauf dans la mesure interdite ou restreinte par la loi applicable, lorsque l'utilisateur utilise la solution Optigo Networks au Canada, les parties confirment également que c'est la volonté expresse des parties que la présente entente, tout document s'y rattachant et toute communication entre les parties dans le cadre de l'exécution de cette entente soient uniquement en anglais.*