



**GENESIS NETWORK  
COUNTRY SPECIFIC TERMS ADDENDUM**

**Last Updated:** 3 July 2024

This country specific terms addendum (this “*Addendum*”) to the Genesis Network Software Licenses Agreement (the “*Agreement*”) provides special terms to the Agreement and form an integral part thereof. The terms and amendments set forth in this Addendum under the name of the Thermon Affiliate issuing the Purchase Documents shall apply to such Purchase Documents. This Addendum may be updated by Thermon from time to time, Terms not defined herein shall have the meanings ascribed to them in the Agreement. In the case of a conflict between this Addendum and the Agreement, this Addendum shall prevail.

**THERMON CANADA INC.**

Section 18 shall be replaced in its entirety with the following:

Licensee and Thermon acknowledge that the Software and Documentation and all related technical information, documents, and materials may be subject to export controls under the laws of Canada and the U.S. Export Administration Regulation. Licensee shall not export any Software or Documentation without the express prior written consent of Thermon, which consent may be withheld, conditioned or delayed at Thermon’s sole discretion. In all events, Licensee will:

- (a) comply strictly with all legal requirements established under these controls;
- (b) cooperate fully with Thermon in any official or unofficial audit or inspection that relates to these controls; and
- (c) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Software or related technical information, document, or material or direct products thereof to any country so restricted by the U.S. Export Administration Regulations and other applicable export controls, as modified from time to time, or to any national or resident thereof, unless Licensee has obtained the prior written authorization of Thermon and any relevant governmental authority. Licensee will indemnify and hold Thermon harmless from any and all claims, losses, liabilities, damages, fines, penalties,

costs and expenses (including attorney's fees) arising from or relating to any breach by Licensee of its obligations under this Section 16.

Section 19 shall be replaced in its entirety with the following:

## 19. ARBITRATION

- (a) **Binding Nature.** Any claim, dispute or controversy between the parties arising out of or relating to this Agreement, not otherwise resolved to the mutual satisfaction of the parties (collectively "*Claim*") shall be resolved as set forth in this Section 19. A Claim includes any dispute between the parties regarding the applicability of this Section 19 to a dispute or controversy between the parties, and such dispute regarding the applicability of this Section 19 shall be resolved in accordance with this Section 19.
- (b) **Escalation Procedure.** A party alleging a Claim shall inform the other party of such Claim in writing detailing the particulars of such Claim pursuant to the notice provisions of this Agreement. Upon receipt of such notice, receiving party shall have ten (10) Business Days to respond to such Claim. The parties shall make good faith efforts to resolve the Claim to their mutual satisfaction within twenty (20) Business Days after the delivery of the Claim response. The parties, may, but are not obligated to, jointly retain a mediator from a professional mediation organization (such as the American Arbitration Association, JAMS/Endispute, the ADR Institute of Canada, or the CPR Institute for Dispute Resolution) to mediate a resolution to the Claim.
- (c) **Filing of Claim.** If, the parties fail to resolve any Claim to their mutual satisfaction after following the process set forth in Section 19(b) above, then either party may, as the sole method of dispute resolution, submit to the office of the ADR Institute of Canada (the "*Institute*") located closest to Calgary, Alberta, for resolution, and shall be settled by arbitration to occur in Calgary, Alberta, said arbitration to be administered by the Institute in accordance with its Arbitration Rules in effect at the time of the arbitration and the laws of the Province of Alberta governing such arbitration. Such arbitration must be filed within twelve (12) months of the first notice provided by one party to the other of the Claim, and the parties agree that the statute of limitations for any cause of action brought pursuant to, in connection with, or relating to the provision of Software or any other subject matter of this Agreement shall be twelve (12) months from such date.

- (d) **General Rules.** There shall be one arbitrator agreed to by the parties within thirty (30) days of receipt by respondent of the request for arbitration or in default thereof appointed by the Institute in accordance with its Arbitration Rules. The seat of arbitration shall be Calgary, Alberta. The arbitration shall be conducted, and the award shall be rendered, in the English language. The arbitrator shall hear and determine any preliminary issue of law asserted by a party to be dispositive of the Claim, in whole or in part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrators deem appropriate. No witness or party shall be required to waive any privilege recognized under Alberta law. The hearing shall not last longer than four (4) calendar days unless all parties agree otherwise, with time to be divided equally between Thermon and Licensee.
- (e) **Decision.** The arbitrators shall issue written findings of fact and/or conclusions of law, and the arbitrators may award damages and/or grant injunctive or other equitable relief. The decisions of the arbitrators will be binding and conclusive upon all parties involved, and judgment upon any decision of the arbitrators may be entered in the highest court of any forum, federal or provincial, having jurisdiction thereof.
- (f) **Confidentiality.** Except as may be required by law, neither party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.
- (g) **Equitable Relief.** Notwithstanding anything herein to the contrary, either party may seek a temporary restraining order or other emergency injunctive relief in a court of competent jurisdiction, if such party reasonably believes that it may suffer immediate irreparable harm absent such relief.

Section 20(e) shall be replaced in its entirety with the following:

- (e) **Choice of Law.** This Agreement will be governed by the laws in force in the Province of Alberta, Canada, without giving effect to any conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement.