

END-USER LICENSE AGREEMENT

Important:

By clicking "I accept the terms of the End-User License Agreement" and installing the software, You are consenting to be bound by and are becoming a party to this End-User License Agreement (hereinafter the "**Agreement**").

1) **PERMITTED USE.** XMEDIUS AMERICA, INC. ("**XMedius**") grants You a non-transferable, non-exclusive right to use the enclosed XMedius software, solely in executable format, for Your own internal business purposes in the country in which it was furnished to You. The XMedius Product includes on-line or electronic documentation and any updates and upgrades made available to You during the term of this Agreement (collectively hereinafter the "**Software**"). If the license was purchased for a limited term, the rights granted hereunder shall be limited to such term. Trials: Notwithstanding the foregoing, if You are evaluating the Software, XMedius grants You a limited, non-transferable, non-exclusive right to use the Software, solely in executable format, for Your own internal business purposes in the country in which it was furnished to You, and only during the term the Software is provided to You for evaluation purpose.

2) **RESTRICTIONS ON USE.** YOU MAY NOT use or permit third parties to use the Software in any manner prohibited by this Agreement. Prohibited uses include, among other things: (i) transferring, sublicensing, distributing, renting, permitting concurrent use of or otherwise granting Your rights in the Software or under this Agreement; (ii) modifying, disassembling, reverse assembling or reverse engineer or creating derivative works based on the Software; (iii) copying the Software except to make one copy for backup purposes; (iv) providing use of the Software in a network, timesharing,

interactive cable television, multiple CPU or multiple user arrangement to users who are not individually licensed by XMedius other than as permitted in Section 1) and (v) use the Software for any purpose other than as expressly provided for in this Agreement. The Software or underlying information or technology may not be downloaded or installed or otherwise exported or re-exported where prohibited by the laws of the jurisdiction in which You are located. The Software may not be used in hazardous environments requiring fail-safe controls such as, but not limited to, operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support or weapons systems.

3) **OWNERSHIP.** XMedius and its licensors retain title to the Software, the documentation and all copies thereof. XMedius retains ownership of and title to all intellectual property rights in the Software, related written materials, logos, names and other support materials furnished in this package or as a consequence of this Agreement, including but not limited to all trade secrets, patents, trademarks and copyrights therein. You must fully reproduce any copyright or other notice marked on any part of the Software on all copies and must not alter or remove such copyright or other notice on the original copy of the Software.

4) **TERMINATION.** XMedius may terminate this Agreement if You fail to comply with any of its terms or if You do not respect terms and conditions relating to Your commercial use of the Software pursuant to any other commercial agreement relating to Your use of the Software entered into with XMedius, including any obligations relating to payment terms. XMedius may also, without prior notice, modify, interrupt, limit or terminate immediately Your access to the Software (in whole or in part) at any time if You circumvent, or try to circumvent any technological protection measures protecting

the Software, decrypt or try to decrypt the Software, attack or try to attack the Software security, copy, modify or reverse-engineer or try to copy, modify or reverse-engineer the Software. In such an event, XMedius may also terminate this Agreement, at its whole and absolute discretion. XMedius will not be responsible in such case regardless of the reasons. XMedius' right of termination is in addition and without prejudice to any other rights and remedies available to XMedius. Upon termination, Your rights to use the Software shall terminate and You shall destroy all copies of the Software (including related documents). Where the Software is destroyed pursuant to termination of this Agreement and if requested by XMedius, You shall provide XMedius with a statutory declaration from one of Your officers certifying that You have not retained any copies of the Software in any form. The provisions of Sections 2), 3) 5), 6), 9) and 12) shall survive the termination of this Agreement.

5) **WARRANTY.** XMedius warrants for a period of 90 days from the receiving of the Software, and under normal conditions of use, that (a) the Software will operate substantially in accordance with its written documentation, and; (b) the media upon which the Software is recorded is free of defects in material and workmanship. If the Software does not operate as warranted above during the applicable warranty period, XMEDIUS shall, at its option and expense, promptly: (a) repair the defective item; or (b) replace the defective item with the same or an equivalent item. THIS SHALL BE XMEDIUS'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. THE SOFTWARE IS PROVIDED "AS-IS". XMEDIUS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, EXCEPT AS SPECIFICALLY STATED. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED

WITHOUT ANY CONDITION, WARRANTY OR REPRESENTATION OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY AGAINST ANY BREACH OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

6) **LIABILITY.** Except as otherwise provided in Section 5 hereof, XMedius and its licensors disclaims all other warranties or conditions, written or oral, statutory or otherwise, express or implied. To the fullest extent permissible under applicable law, XMedius and its licensors and representatives will not be liable to You or any third party for any direct, indirect, special, consequential or exemplary damages whatsoever, including but not limited to loss of revenue or profit, lost or damaged data, or other commercial or economic loss, even if XMedius or its licensors or representatives have been advised of the possibility of such damages, except in relation to gross negligence or willful breach of this Agreement by XMedius. No XMedius agent, representative or dealer is authorized to modify, extend or add to this warranty on behalf of XMedius and this warranty is voided in the event the program or media on which the program is supplied is subject to accident or abuse. The total liability of XMedius and its licensors for damages, whether in contract or tort, under or related in any way to this Agreement, shall be limited to the fees paid by You to XMedius under this Agreement, or if no fees were paid, the XMedius list price of the Software or service giving rise to the claim. The exclusion of implied warranties and the limitation of liability is not permitted in some jurisdictions, and some or all of these exclusions may therefore not apply to You.

7) **EXPORT CONTROL.** The Software is controlled under Canadian, American and/or French export control restrictions and

economic sanctions and any other similar foreign laws where the Software may be used (hereinafter the "**Export Control Laws**"), and is therefore subject to the approval of governmental authorities and other similar foreign entities prior to export or re-export, as the case may be. Any exporting or re-exporting of the Software, directly or indirectly, in contravention of any Export Control Laws is prohibited. You acknowledge that the Software may incorporate components licensed by third party licensors to XMedius or any related entity, which components are subject to Export Control Laws, and You therefore agree to comply with all terms and conditions of such third party licenses and be bound by all such laws in Your use of the Software.

8) **PERSONAL INFORMATION.** XMedius may collect information relating to the Software users to propose enhanced services to all users. If You have any questions relating to the use and the protection of your personal information by XMedius, please consult XMedius' privacy policy at <https://www.xmedius.com/en/privacy-policy/> which forms an integral part of this Agreement.

9) **WAIVER.** No delay or failure to take any action or exercise any rights under the Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing by a duly authorized representative of XMedius. A waiver of any event does not apply to any other event, even if in relation to the same subject matter.

10) **COMPLETENESS.** You agree that this is the complete, exclusive and final statement of the agreement between You and XMedius, which replaces all prior written or oral proposals, representation or statements made between You and XMedius relating to the subject-matter of this Agreement.

11) **SEVERABILITY.** If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

12) **APPLICABLE LAWS.** If you are headquartered in the United States, (i) this Agreement shall be governed and construed in accordance with the laws of the State of New York and the federal laws of the United States applicable therein, regardless of conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, if applicable; and (ii) You and XMedius irrevocably consent to the exclusive jurisdiction and venue of the courts of the United States District Court for the Southern District of New York or the Commercial Division of the New York Supreme Court for all disputes arising out of or relating to this Agreement. If you are headquartered in Europe (i) this Agreement shall be governed and construed in accordance with the the Swiss Federal Code of Obligations, regardless of conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, if applicable; and (ii) You and XMedius irrevocably consent to the exclusive jurisdiction and venue of the courts of Geneva, in Switzerland for all disputes arising out of or relating to this Agreement. If you are headquartered anywhere other than in the United States or in Europe: (i) this Agreement shall be governed and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein, regardless of conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, if applicable; and (ii) You and XMedius irrevocably consent to the exclusive jurisdiction and venue of the courts of the Province of Quebec, District of Montreal,

Canada for all disputes arising out of or relating to this Agreement. The parties waive all defenses of lack of personal jurisdiction and *forum non conveniens*. Process may be served on either party in the manner authorized by applicable law or court rule.

13) LANGUAGE. The parties have required that this Agreement and all documents relating thereto be drawn up in English.