

**AIDANT INTELLIGENT TECHNOLOGY INC.
END USER LICENSE AGREEMENT**

Last updated: April 27, 2021

This End User License EULA (this “**EULA**”) applies to all Licensed Software (as defined below) licensed to Customer (as defined below) by AiDANT Intelligent Technology Inc. (“**AiDANT**”) or any of AiDANT’s authorized third party distributors or resellers (each, a “**Distributor**”).

IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS EULA, IN WHICH CASE, THE TERM “CUSTOMER” WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS EULA, YOU MUST NOT ACCEPT THIS EULA AND MAY NOT USE THE LICENSED SOFTWARE.

1. DEFINITIONS

“**Confidential Information**” has the meaning provided in Section 9.2.

“**Customer**” means the person, which may include a corporation or other legal entity, who has entered into an Order Form with AiDANT or a Distributor for the purchase of Licensed Software.

“**Documentation**” means any materials made available by AiDANT that describe the technical specifications of the Licensed Software.

“**Intellectual Property Rights**” means inventions, patents, copyrights, trade-marks, service marks, industrial designs, design patents, integrated circuit topography rights, applications for registration of any of the foregoing, and know-how, trade secrets, confidential information, trade or business names and any other intellectual property rights.

“**License Fees**” means the license fees to be paid by Customer to AiDANT or a Distributor for use of the Licensed Software, as specified on the Order Form.

“**Licensed Software**” means the AiDANT software, made available on a licensed basis and as described in the Order Form, and any Updates or Version Releases of such software that may be provided by AiDANT to Customer from time to time in accordance with this EULA, as well as the associated Documentation.

“**Object Code**” means computer code that is readable and usable by machines but not generally readable by humans without reverse assembly, reverse compiling or reverse engineering.

“**Order Form**” means a written or electronic order document agreed to between Customer and AiDANT or a Distributor representing Customer’s purchase of Licensed Software and that, upon execution, is incorporated into and made a part of this EULA by reference.

“**Source Code**” means computer code, the artificial intelligence algorithms/models and related system documentation that is in human-readable form, including, but not limited to, all comments and any procedural code such as job control language.

“**Updates**” means patches, bug fixes or updates made to the current version of the Licensed Software.

“**Version Release**” means a new release of the Licensed Software which includes the addition of a function or feature to the Licensed Software that is designated as a “Version Release” by AiDANT.

“**Warranty Period**” has the meaning provided in Section 4.1.

2. GRANT OF LICENSE

2.1 License. Subject to the terms and conditions of this EULA, and subject to full and timely payment of all License Fees owed hereunder, AiDANT hereby grants to Customer and Customer hereby accepts for the license term specified herein, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license (the “**License**”) to use the functionality of the Licensed Software as licensed and described in the Order Form only for up to the maximum number and types of devices specified on the Order Form and only for the internal business purposes of Customer.

2.2 Scope of Use. Customer will use the Licensed Software only as permitted in this EULA. Any additional or other use by Customer will require an additional license from AiDANT and payment of additional fees as further described in Section 2.7.

2.3 Object Code Only. Customer acknowledges and agrees that this EULA does not grant Customer any rights with respect to the Source Code to the Licensed Software. Customer shall not (i) alter, modify, translate, enhance, adapt, re-arrange, reverse engineer, decompile, disassemble, make works derived from the Licensed Software or attempt to generate or access the Source Code for the Licensed Software, whether by converting, translating, decompiling, disassembling or otherwise, or (ii) enter or manipulate data or information within any database underlying the Licensed Software other than via the Licensed Software. Customer shall not attempt to aggregate users or otherwise circumvent AiDANT’s licensing restrictions via technical means, including, but without limitation, the use of any interface between the Licensed Software and another program that performs functionality substantially similar to the Licensed Software.

2.4 Modification. Customer may not modify the Licensed Software without the prior written authorization of AiDANT.

2.5 No Sale or License by Customer. Customer may not sell, loan, lease, rent, license, sublicense, grant a security interest in, distribute, or otherwise transfer rights to or possession of the Licensed Software in whole or in part to any person or entity, or use the Licensed Software in any service bureau or time sharing arrangement, or facility management or other arrangement where Customer monitors the power consumption or otherwise utilizes the Licensed Software for the benefit of a third party.

2.6 Term of License. Subject to the termination provisions in Section 7, the initial term of the License granted hereunder shall be as set forth in the Order Form (the “**Initial License Term**”). If the Initial License Term is not a perpetual term, then the License shall automatically renew for successive terms equal to the length of the Initial License Term (each a “**Renewal License Term**” and together with the Initial License Term, the “**Term**”), unless a party gives written notice to the other party at least thirty (30) days before the expiration of the then-current Term advising that it wishes to terminate the License at the end of the then-current Term. In addition to any other terms of this EULA which may modify the License Fees payable hereunder, AiDANT or its Distributor may modify the License Fees for renewal terms by providing Customer with notice of any License Fee modifications at least sixty (60) days before the expiration of the then-current Term.

2.7 Additional Software. Additional licenses of the Licensed Software which are larger in scope, number or types of devices or otherwise than as set forth in the Order Form shall be agreed upon between the parties in writing, and any such additional Licenses shall incorporate the terms and conditions of this EULA. Fees for additional licenses will be at the then-current price list published from time to time by AiDANT or the Distributor, as applicable, and the purchase of additional licenses may also result in an increase in fees charged for support and maintenance services for the Licensed Software.

2.8 Ownership, Protection and Security. AiDANT and Customer acknowledge and agree that as between AiDANT and Customer, AiDANT owns and will retain title and ownership of all Intellectual Property Rights and other interests in and to the Licensed Software and Documentation (and all copies of the Licensed Software and Documentation) including, but not limited to, any improvements thereto whether designed, created and/or developed by AiDANT or Customer, or their agents or contractors, subject to the license rights specifically granted

to Customer in this EULA. Customer hereby assigns to AiDANT any and all right, title and interest it might have in and to any such improvements and all Intellectual Property Rights therein.

2.9 Hardware & Third Party Software. This EULA does not include the provision of hardware or third party software licenses to Customer.

2.10 Support and Maintenance Services. This EULA does not include the provision of support and maintenance services. Any support and maintenance services to be provided by AiDANT to Customer for the Licensed Software will be as set forth in a separate support and maintenance agreement to be mutually agreed upon in writing between the parties (a "**Support Agreement**").

2.11 New Version Releases; Updates. AiDANT shall provide to Customer (or otherwise make available for download) an electronic copy of the Licensed Software containing any new Version Releases. This EULA does not include the provision of Updates, which shall only provided to Customer if Customer has entered into a Support Agreement and is current on all support payments owing thereunder.

2.12 Trial Period. At AiDANT's discretion, it may offer free or discounted pricing for use of the Licensed Software (a "**Trial Program**"). Once the terms of any Trial Program have expired, Customer agrees that normal License Fees shall apply. Customer agree to comply with any additional terms, restrictions or limitations (including limitations on the total amount of usage) AiDANT imposes in connection with any Trial Program. AiDANT may cancel any Trial Program at any time in its sole discretion, without liability to Customer.

3. DELIVERY AND INSTALLATION

3.1 Delivery of the Licensed Software. AiDANT will deliver the Licensed Software to Customer at such location identified in the Order Form, or as otherwise agreed to between the parties in writing.

3.2 Installation. Customer shall be responsible for installing the Licensed Software. Installation services may be purchased separately from AiDANT or a Distributor subject to the parties entering into a professional services agreement covering the provision of such installation services.

4. WARRANTIES AND REMEDIES

4.1 Limited Warranty for Licensed Software. Subject to Section 4.2, AiDANT warrants that for a period of twelve (12) months (the "**Warranty Period**") following the date of delivery of the Licensed Software to Customer, the Licensed Software will substantially conform to the functional specifications contained in the Documentation. AiDANT does not warrant that the Licensed Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect its performance, or that the applications and functionality contained in the Licensed Software are designed to meet all of Customer's business requirements. Customer's exclusive remedy and AiDANT's exclusive liability for any breach of the warranty made in this Section 4.1 will be that AiDANT will use commercially reasonable efforts to repair or replace the affected portion of the Licensed Software and/or the Documentation, at AiDANT's sole cost and expense.

4.2 Restrictions. The warranty set forth at Section 4.1 shall not apply if: (i) the Licensed Software is not used in accordance with the Documentation, (ii) the performance failure of the Licensed Software is attributable in substantial part to Customer materially deviating from the operating instructions specified by AiDANT for Customer's use of the Licensed Software; (iii) Customer or another party (other than AiDANT or an authorized agent of AiDANT) has modified the Licensed Software, (iv) the performance failure of the Licensed Software is attributable in any way to the combination of the Licensed Software with another product or products provided by Customer that have not been approved by AiDANT or in hardware or an operating environment that is not controlled by AiDANT, or (v) Customer does not provide notice in writing to AiDANT within the Warranty Period specifying the breach of warranty in reasonable detail.

4.3 Other Warranties Excluded. THE FOREGOING WARRANTIES IN SECTIONS 4.1 AND 4.2 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS. EXCEPT AS PROVIDED IN SECTIONS 4.1 AND 4.2, AIDANT MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE LICENSED SOFTWARE. AIDANT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CUSTOMER WITH RESPECT TO ANY HARDWARE OR THIRD PARTY SOFTWARE.

5. FEES, PAYMENT AND TAXES

5.1 License Fees. Customer will pay to AiDANT or Distributor, as applicable, the License Fees specified in the Order Form, as modified from time to time in accordance with the terms of this EULA.

5.2 Increase to Number of Devices. Customer acknowledges and agrees that an increase in the maximum number and types of devices specified Order Form (as may be amended from time to time) may result in an increase to the License Fees payable hereunder. Unless otherwise agreed to between the parties, Customer shall pay all such increased License Fees immediately upon the effective date of such increase in such maximum number of users.

5.3 Invoicing and Payment. All invoices for License Fees will be invoiced and are payable by Customer in accordance with the payment terms set forth in the Order Form.

5.4 Taxes. The License Fees are exclusive of all sales, use, goods and services, value added and other similar taxes, tariffs or duties, all of which will be paid by Customer, excluding tax payable on income or capital of AiDANT or Distributor.

5.5 Currency. In this EULA, all references to money or payments will mean the lawful currency set forth in the Order Form and, unless otherwise expressly agreed to in writing, all payments made under this EULA will be made in that currency.

6. INDEMNIFICATION

6.1 Intellectual Property Indemnity. AiDANT will defend, indemnify and hold harmless Customer and its employees, officers and directors against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and expenses (including, but without limitation, reasonable legal fees), arising from any claim asserted against Customer that the Licensed Software, or any portion thereof, infringes any Intellectual Property Rights of any third party, except to the extent the claim is based on:

- (a) Customer's breach of any provision of this EULA;
- (b) Customer's or any other third party's modification of the Licensed Software;
- (c) any combining of the Licensed Software with any other software or hardware where, but for such combination, no infringement or violation would exist;
- (d) Customer's failure to use materials or instructions provided by AiDANT or Distributor that would have rendered the Licensed Software non-infringing or non-misappropriating; or
- (e) Customer's failure to use the most current version of the Licensed Software with all Version Releases and Updates.

and provided Customer gives AiDANT timely notice in writing of the institution of such claim, suit or proceeding and permits AiDANT to defend, compromise or settle the claim and provides, at AiDANT's request and expense, all

available information, assistance and authority to so defend, compromise or settle the claim. AiDANT will have sole control of the defense of any such claim, suit or proceeding including, but not limited to, appeals and of all negotiations for settlement, including, but not limited to, the right to effect the settlement or compromise thereof.

6.2 Remedies for Infringement. AiDANT further agrees that if Customer is prevented from using the Licensed Software due to an actual or claimed infringement under Section 6.1, or if AiDANT believes the Licensed Software so infringes, then at AiDANT's sole discretion, AiDANT may:

- (a) procure for Customer, at AiDANT's expense, the right to continue to use the Licensed Software;
- (b) replace or modify the Licensed Software, at AiDANT's expense, so as to become non-infringing, provided that such replaced or modified version of the Licensed Software will operate in a substantially similar manner as the version licensed to Customer immediately prior to such replacement or modification; or
- (c) terminate this EULA as it relates to the infringing Licensed Software and return the portion of the License Fees for the infringing Licensed Software representing the remaining useful life of the Licensed Software, calculated on a pro rata basis based on a useful life for the Licensed Software of three (3) years.

6.3 SECTIONS 6.1 AND 6.2 WILL CONSTITUTE AIDANT'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF THE PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES RESPECTING THE LICENSED SOFTWARE.

6.4 Indemnification by Customer. Customer will defend, indemnify and hold harmless AiDANT and its affiliates, and their employees, officers, directors and agents against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and expenses (including, but without limitation, reasonable legal fees) arising from or relating to: (i) Customer's use of the Licensed Software in a manner not permitted under this EULA or the Documentation; (ii) Customer's use of the Licensed Software in a manner not permitted by applicable law, including without limitation applicable privacy and data protection laws; or (iii) Customer's breach of any of Customer's obligations, representations or warranties under this EULA.

7. TERMINATION

7.1 Termination by AiDANT. Notwithstanding anything to the contrary in this EULA, AiDANT, by written notice to Customer, may terminate this EULA or suspend AiDANT's further performance without terminating this EULA upon the occurrence of any of the following: (i) Customer terminates or suspends doing business; (ii) Customer becomes subject to any bankruptcy or insolvency proceeding under applicable law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a trustee, receiver or similar authority, or makes an assignment for the benefit of creditors; (iii) Customer fails to pay to any License Fees when due hereunder and fails to remedy such failure within five (5) days after receiving written notice thereof from AiDANT, or (iv) Customer commits a material breach or failure of any of its other obligations under this EULA and, except for any breach of Customer's confidentiality obligations or a breach of AiDANT's Intellectual Property Rights, has not cured such breach (or, if the breach or failure is such that its cure would take a longer period, has not commenced and diligently proceeded to cure such breach or failure) within fifteen (15) days after receiving written notice from AiDANT specifying such breach or failure.

7.2 Termination by Customer. Notwithstanding anything to the contrary in this EULA, Customer, by written notice to AiDANT, may terminate this EULA or suspend Customer's further performance without terminating this EULA upon the occurrence of any of the following: (i) AiDANT terminates or suspends doing business; (ii) AiDANT becomes subject to any bankruptcy or insolvency proceeding under applicable law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a trustee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (iii) AiDANT commits a material breach or failure of any of its obligations under this EULA and, except for any breach of AiDANT's confidentiality

obligations, has not cured such breach (or, if the breach or failure is such that its cure would take a longer period, has not commenced and diligently proceeded to cure such breach or failure) within fifteen (15) days after receiving written notice from Customer specifying such breach or failure.

7.3 Survival. Sections 4 through 6, 7.3, 7.4 and 8 through 11 and such other provisions as may reasonably be expected to remain in force will survive the expiry or termination of this EULA and will remain in full force and effect following such expiry or termination. The expiry or termination of this EULA will not affect the rights of any party to make a claim for damages arising from a breach of any provision of this EULA which occurred prior to such expiry or termination.

7.4 Obligations on Termination. Upon any expiration or termination of this EULA, (i) Customer will immediately cease any and all use of the Licensed Software and Documentation; (ii) Customer will immediately return to AiDANT or destroy all copies of the Licensed Software and Documentation in Customer's possession and delete any copies of the Licensed Software stored on any of Customer's computers; and (iii) each party will return to the other party any and all Confidential Information of the other party provided in connection with this EULA in its possession or control and, upon request from the other party, each will deliver a certificate of an officer of the party certifying the completeness of same.

8. AUDIT

8.1 Audit. During the Term and for twelve (12) months after termination or expiry, Customer will permit AiDANT and its representatives and agents to conduct periodic audits of Customer's relevant books, records and computer systems in order to verify Customer's compliance with the terms and conditions of this EULA. Such audits will be conducted at Customer's place of business and/or where the Licensed Software is or was located during Customer's normal business hours with reasonable advance notice. AiDANT will pay for the cost of the audit unless AiDANT reasonably determines from the audit that Customer has materially breached this EULA, in which case Customer will reimburse AiDANT for the cost of the audit. Customer will immediately pay to AiDANT or all additional amounts owed to AiDANT as determined by the audit, together with interest thereon as provided for in this EULA. The remedies provided to the AiDANT under this Section 8 are not exclusive and any such remedy will be in addition to and not limit any other remedy which AiDANT is entitled to seek at law, in equity, by statute or under this EULA.

9. CONFIDENTIAL INFORMATION

9.1 Confidentiality. Each party will keep strictly confidential and will not disclose or use for any purpose other than for performing its obligations under this EULA any Confidential Information (as hereafter defined) of the other party. Except as expressly provided in this EULA, neither party will obtain any interest in the other party's Confidential Information by reason of this EULA or by reason of the disclosure of such Confidential Information pursuant to this EULA. Each party will take the steps reasonably necessary to protect the confidentiality of the other party's Confidential Information. Each party will provide the other party's Confidential Information at least the same level of protection that it provides for its own Confidential Information (except that such level of protection will not be less than a reasonable level). Each party may disclose the other party's Confidential Information only to its directors, officers, agents, employees, contractors and professional advisors who have a need to know such Confidential Information for the performance of this EULA, provided that such directors, officers, agents, employees, contractors and professional advisors are bound by obligations of nondisclosure and non-use substantially the same in scope as those contained in this Section 9. In the event an agent or professional advisor is a competitor or engaged by a competitor of the party disclosing its Confidential Information, the party receiving the Confidential Information shall not disclose such information to the competitor or such person or entity without obtaining the disclosing party's prior written consent to do so. Nothing in this Section 9 will restrict a party's use or disclosure of its own Confidential Information.

9.2 Definition of Confidential Information. "**Confidential Information**" means any information, technical data or know-how of a party including, but not limited to, that which comprises or relates to the party's confidential and proprietary trade secrets, hardware, software (source code and object code), screens, specifications, designs, plans,

drawings, data, prototypes, discoveries, research, developments, processes, procedures, intellectual property, market research, marketing techniques and plans, business plans and strategies, customer names and other information related to customers, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, electronic, graphic or machine-readable form and any analyses, compilations, studies or documents. Confidential Information also includes the terms of this EULA.

9.3 Exceptions. The foregoing restrictions of confidentiality and non-use will not apply to information that: (a) is or becomes publicly available without breach of this EULA; (b) is disclosed to a party by a third party, provided such information was not obtained by said third party, directly or indirectly, from the other party on a confidential basis; (c) is already known to a party; or (d) is independently developed or discovered by a party without access to Confidential Information of the other party.

9.4 Permitted Disclosures. Notwithstanding any provisions of this Section 9, either party may disclose the Confidential Information of the other party to applicable regulatory authorities or if required by judicial or administrative process or timely disclosure requirements imposed by law or by stock exchange policies, provided that such party first provides to the other party prompt notice of such required disclosure, maintains confidentiality to the greatest extent permissible and takes such steps as may be reasonable in the circumstances to allow the other party to seek a protective order with respect to the confidentiality of the information required to be disclosed.

9.5 Injunction. The parties acknowledge and agree that the breach by either party of any of the provisions of this Section 9 would cause serious and irreparable harm to the other party that could not adequately be compensated for in damages and, in the event of a breach by either party of any of such provisions, the breaching party hereby consents to an injunction being issued against it restraining it from any further breach of such provision, but such action will not be construed so as to be in derogation of any other remedy that the other party may have in the event of such a breach.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. EXCEPT WITH RESPECT TO ANY BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS EULA, THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS EULA WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL LICENSE FEES PAID BY CUSTOMER TO AIDANT UNDER THIS EULA FOR THE SPECIFIC LICENSED SOFTWARE GIVING RISE TO THE CLAIM FOR DAMAGES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM.

10.2 Damages Exclusions. EXCEPT WITH RESPECT TO ANY BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS EULA AND ANY CLAIMS FOR LICENSE FEES OR OTHER FEES OWED TO AIDANT UNDER THIS EULA AND ANY COST, EXPENSE OR FEES INCURRED IN THEIR COLLECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS REVENUE, LOST PROFITS, ECONOMIC LOSS, PECUNIARY LOSS, FAILURE TO REALIZE EXPECTED SAVINGS OR LOSS OF BUSINESS OPPORTUNITY), LOSS OF DATA OR PROCUREMENT COSTS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Application of Limitations and Exclusions. Except as otherwise explicitly specified, the limitations in the foregoing Sections 10.1 and 10.2 will apply to all causes of action and regardless of the form of action including, but not limited to, breach of contract, strict liability, tort including, but not limited to, negligence and any other legal or equitable theory.

11. MISCELLANEOUS

11.1 Authorization. Each party represents and warrants to the other that it has full authorization to enter into and fully perform the terms of this EULA, that the terms of this EULA are valid and binding against it, and that entering into and performing this EULA will not constitute a violation of any law, regulation, contract, or understanding applicable to such party.

11.2 Advertising. Neither party will use the other party's name or trademarks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others, without such other party's written approval, not to be unreasonably withheld.

11.3 Non-Solicitation. During the Term and for a period of twelve (12) months after termination or expiry of this EULA, neither party will, without the prior written approval of the other party, directly or indirectly solicit the employment, services or assistance of any person employed or engaged by the other party.

11.4 Counterparts. This EULA may be executed in one or more counterparts (including, but not limited to, by fax or other means of electronic communication producing a printed copy), each of which will be deemed an original, but all of which together will constitute the same instrument.

11.5 Further Assurances. Each of the parties will promptly execute and deliver to the other at the cost of the other such further documents and assurances and take such further actions as the other may from time to time request in order to more effectively carry out the intent and purpose of this EULA and to establish and protect the rights, interests and remedies intended to be created in favour of the other under this EULA.

11.6 Remedies not Exclusive. Except for those remedies expressly described as sole, the remedies provided to the parties under this EULA are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which any of the parties is entitled to seek at law, in equity or by statute

11.7 Freedom of Action. This EULA will not be construed in any way to limit AiDANT's right to grant any right or license to use, distribute or sublicense any of AiDANT's products or related services and any associated documentation. Except as expressly provided in this EULA, this EULA does not convey to Customer any rights or interests with respect to any current or future product or service.

11.8 Time. Time is of the essence in this EULA.

11.9 Amendments. No change or modification of this EULA will be valid unless it is in writing and signed by each party to this EULA.

11.10 Relationship. The parties to this EULA are acting as independent contractors to each other, and nothing in this EULA will accord any status to a party of being the employee, partner, joint venturer, franchisee or agent of the other, with respect to this EULA. Nothing in this EULA will make or be construed to make AiDANT and Customer partners or agents of each other or to create any other relationship by which the acts of any party may bind the others or result in any liability to the other.

11.11 Assignment. Neither party may assign any rights or obligations arising under this EULA, whether by operation or law or otherwise, without the prior written consent of the other; except that AiDANT may assign this EULA without consent of Customer in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or shares. This EULA shall inure to the benefit of and shall be binding on the successors and permitted assignees of the parties.

11.12 Export Controls. Customer will comply with all export laws, restrictions and regulations having application to it, whether of Canada, the United States or any foreign agency or authority, and has not and will not export, re-export or otherwise transmit, download or use, directly or indirectly, any software, information, data, or other materials received under this EULA in violation of any such applicable restrictions, laws or regulations.

11.13 Force Majeure. Neither party will be liable for any delay or failure to perform any provision of this EULA if such delay or failure to perform is caused by (i) any factor beyond the reasonable control of the party, provided that in no event shall lack of financing or credit be considered to be beyond the reasonable control of a party, or (ii) the failure of the other party to comply with its obligations and responsibilities under this EULA. This Section will not apply to any failure to make any payment when due.

11.14 Wording. Wherever the singular or masculine form is used in this EULA, it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa, as the context or the parties require.

11.15 Headings. The headings in this EULA are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.

11.16 Notices. Any notice or other communication required or permitted under this EULA and intended to have legal effect must be given in writing to the other party at the address set forth in the Order Form (each party may change its address from time to time upon written notice to the other party of the new address). Notices will be deemed to have been given upon receipt (or when delivery is refused) and may be (a) delivered personally, (b) sent via certified mail (return receipt requested), (c) sent via fax or email (with confirmation of receipt), or (d) sent by recognized air courier service.

11.17 Entire EULA. This EULA constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes all written or oral prior agreements or understandings with respect thereto. There is no representation, warranty, collateral term or condition or collateral agreement affecting this EULA, other than as expressed in writing in this EULA. Any purchase order or other instrument of Customer accompanying any documents delivered in connection with this EULA or a Customer payment is for Customer's internal use only and its terms will not alter or amend the terms of this EULA.

11.18 Arbitration. All disputes arising out of or in connection with this EULA, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration administered by the Vancouver International Arbitration Centre (VaniAC) pursuant to its applicable Rules. The place of arbitration shall be Vancouver, British Columbia, Canada. The number of arbitrators shall be one. The language of the arbitration shall be English. Notwithstanding the foregoing, AiDANT may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction and Customer agrees that this EULA is specifically enforceable by AiDANT through injunctive relief and other equitable remedies without proof of monetary damages.

11.19 Applicable Law. This EULA will be construed, interpreted and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein excluding conflicts of law principles that would apply a different body of law.

11.20 No Waiver. No failure to exercise and no delay in exercising, on the part of either party, any right, power or privilege under this EULA will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege under this EULA preclude further exercise of the same right or the exercise of any other right under this EULA, by statute, at law or in equity.

11.21 Severability. If any provision of this EULA is held invalid or otherwise unenforceable, the enforceability of the remaining provisions will not be impaired thereby and, in such an event, such provisions will be interpreted so as to best accomplish the intent of the parties within the limits of applicable law; provided, however, that in the event such invalidity, illegality or unenforceability materially and adversely alters the rights of a party under this EULA, the parties will promptly negotiate in good faith an acceptable replacement provision.