**SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (the "**Agreement**") defines the terms and conditions under which Eddyfi Canada Inc. or the Affiliate thereof with which you ("**you**" or the "**Client**") are contracting ("**Eddyfi**") will deliver, maintain and support the Software (as defined below), whether the license is purchased from Eddyfi or an authorized reseller thereof. By either clicking the "**I agree**" button displayed during the installation process of the Software, by installing or accessing the Software or by otherwise consenting to Eddyfi's services, you (directly or through the Representative acting on your behalf, who himself represents that he is authorized to represent you for such purpose) acknowledge that you have read this Agreement and agree to be bound by it. If you do not agree to the terms and conditions of this Agreement, you shall not use the Software under any circumstances.

## 1. DEFINITIONS AND INTERPRETATION

The capitalized terms used in this Agreement shall have the meanings ascribed below:

1.1. "**Affiliate(s)**" means, with respect to a Party, any entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with such Party and **Control**" means the ownership of more than 50% of the voting rights to elect directors of an entity or other rights, by contract or otherwise, giving control of an entity.

1.2. "**Confidential Information**" means, with respect to Eddyfi, any information of or concerning Eddyfi or its Affiliates or the clients or business of Eddyfi or its Affiliates, disclosed or made available to the Client or its Representatives, whether before, during or after the License Period, as well as any information derived, summarized or extracted from, based on or relating to any of the foregoing; provided that Confidential Information does not include information that: (i) is or becomes generally available to and known by the public other than as a result of its disclosure, directly or indirectly, by the Client; (ii) was already in the possession of the Client, as established by documentary evidence, prior to being disclosed by or on behalf of Eddyfi; or (iii) was or thereafter become, available to the Client on a non-confidential basis from a third party (other than Eddyfi or its Representatives), not prohibited from disclosing such information to the Client by a legal, contractual or fiduciary obligation; and further provided that these exclusions shall not apply to any Confidential Information that is Personal Information.

1.3. "**Eddyfi Hardware**" means any non-destructive testing (NDT) equipment developed, manufactured or commercialized by Eddyfi from time to time in connection of which the Software is used.

1.4. "**Improvement Program**" means the program instituted by Eddyfi to improve the Software through automatic data collection relating to the Client's use of the Software which includes, without being limited to, data pertaining to the Client's operating system, language, number of CPUs and monitors used, screen resolution, most frequently used commands and features, Software errors, bugs and diagnosis, average file size, probe type usage, and type of access to the Software, to the exclusion of any Personal Information, as such program may be modified by Eddyfi from time to time.

1.5. "**Intellectual Property Right(s)**" means all patent rights, industrial designs, design patents, copyrights, trademark rights, rights in trade secrets, database rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

1.6. "**License**" has the meaning ascribed to such expression in Section 2.1.

1.7. "**License Fees**" means Eddyfi's applicable fees payable by the Client to Eddyfi for the rights granted herein in connection with the Software.

1.8. "**License Period**" means the period during which the Client is allowed to access and use the Software subject to the payment to Eddyfi of the License Fees, for as long as the Software is supported by Eddyfi in accordance with its end-of-life policy.

1.9. "**Maintenance and Support Services**" has the meaning ascribed to such expression in Section 4.1.

1.10. "**Party**" means either Eddyfi or the Client, and collectively referred to as the "**Parties**".

1.11. "**Personal Information**" means any information covered under Privacy Laws or by which, alone or in conjunction with any other information, an individual can be identified, whether publicly available or not;

1.12. "**Privacy Laws**" means any laws on privacy or protection of Personal Information applicable to, or guidance issued by a regulator having authority over a Party;

1.13. "**Representative(s)**" means, for any person, that person's directors, officers, employees, agents or professional advisors in connection with the transactions contemplated in this Agreement;

1.14. "**Service Plan**" has the meaning ascribed to such expression in Section 4.1.

1.15. "**Software**" means the Eddyfi software licensed by Eddyfi to the Client in accordance with the terms and conditions set forth herein, whether embedded in an Eddyfi Hardware or not, and including all media, printed materials and electronic documentation, and, as the case may be, any Software Updates, add-on components, services, and/or supplements provided subsequent to the initial copy of the Software.

1.16. "**Territory**" means for the use of Connectivity Tools, all countries except any country that is embargoed, sanctioned, or prohibited by the export control laws of Canada, the United States or other applicable country.

1.17. "**Updates**" means improvements, modifications, updates, fixes and additions to the Software to correct deficiencies or enhance the capabilities of the Software, together with all related end-user documentation; provided, however, that the foregoing shall not include new generations of the Software, new products, separate product offerings, additional modules, applications or features not made generally available by Eddyfi to its clients and applications specially developed by Eddyfi for another customer.

## 2. LICENSE

2.1. **License.** Subject to the terms and conditions of this Agreement, Eddyfi grants to the Client a revocable, worldwide, non-transferable, non-exclusive and limited right to access and use the Software during the License Period (the "**License**"). Where the Software is not embedded in Eddyfi Hardware, it may be subscribed on a per-seat or on a per-device basis. In such case, the Client undertakes to respect the specified number of access for which the Client has paid Eddyfi.

2.2. **Activation**. The Software may require the Client to take certain steps to activate the Software. Failure to activate, or a determination by Eddyfi of abusive, fraudulent or unauthorized use of the Software contrary to Section 5, or other breach of this Agreement by the Client, may result in reduced functionality or inoperability of the Software.

2.3. **Network Access.** Eddyfi may use Client's internal network and Internet connection for the purpose of transmitting License-related data at the time of installation, use of, or Update to the Software, and for validating the authenticity of the License-related data.

## 3. LICENSE FEES

3.1. **Fees.** As a condition for accessing and using the Software, the Client must pay Eddyfi's applicable initial and recurrent License Fees and other applicable service fees in connection with the License.

## 4. MAINTENANCE AND SUPPORT SERVICES

4.1. **Service Plan.** Client may purchase a service plan than includes Software support, maintenance and access to additional features (the "Service Plan") and subject to the Service Plan terms and conditions. Eddyfi will provide the Client with the level of support and maintenance pursuant to the Service Plan purchased by the Client. If the Client chooses not to purchase a Service Plan, Eddyfi will provide the Client with the following: (i) Updates generally available to Eddyfi's clients from time to time; and (ii) technical support, on an as-needed basis, for the sole purpose of responding within a reasonable period of time and attempting to address, during Eddyfi's normal business hours, on issues relating to the use of the Software than can be addressed by customer service representatives, and excluding support related to a specific application such as data analysis.(the "**Maintenance and Support Services**").

4.2. **Updates.** If the Software is connected to an Internet access, the Software may notify and inform the Client when Updates to the Software are available. The Software might allow the Client to request and receive Updates automatically, and to do it by default, though Client may have the choice to disable this feature.

Likewise, the Client shall need to take action to download and install the Software on its computer, or on Eddyfi Hardware, as this action might not happen automatically. The Client understands that the Updates may only be available on the latest version available of the Software and that Eddyfi shall not be held responsible for Updates not working on the Client's non-updated Software.

4.3. **Exclusion.** Eddyfi may limit, suspend or terminate the Maintenance and Support Services and/or Service Plan if the Client uses the Software in an abusive, unauthorized or fraudulent manner or is otherwise in breach of this Agreement, as determined by Eddyfi.

4.4. **Limitations.** Eddyfi shall not be required to provide any Maintenance and Support Services and/or Service Plan relating to problems or issues arising from (i) the Client's use of the Software in a manner that the Software is not designed for; (ii) the Client's negligence, misuse, or modification of the Software; (iii) the use of the Software in conjunction with software, hardware or material not specifically approved in writing by Eddyfi.

## 5. CLIENT'S OBLIGATIONS

5.1. **Compliance.** The Client shall abide by all local and international laws and regulations applicable to its use of the Software and, accordingly, use the Software, only for legal purposes, comply with all regulations, policies and procedures of networks connected to this Agreement, and comply with the guidelines and policies that Eddyfi may adopt from time to time regarding the use of, and access to, the Software. Unless otherwise agreed in writing by Eddyfi, the Client must not and must not permit others to:

5.1.1. rent, lease, sell, distribute, loan, transmit, sublicense, assign, or transfer the Software or its rights in the Software, or authorize any portion of the Software to be copied onto another's device or otherwise use the Software for service bureau or time-sharing purposes or in any other way allow third parties to use or exploit the Software;

5.1.2. modify, adapt, reproduce, or translate the Software, reverse engineer the Software, circumvent technological measures intended to control access to the Software or develop, distribute, or use the Software with any products that circumvent such technological measures;

5.1.3. create any derivatives from the Software or otherwise distribute, license or sub-license any product or service derived from the Software or in connection of which the Software is used; or

5.1.4. share non-public features or content of the Software with any third party.

5.2. **Infringement Notification.** Client shall promptly notify Eddyfi of any infringement or attempted infringement of Eddyfi's Intellectual Property Rights in the Software of which it becomes aware.

5.3. **Back-Ups.** Client acknowledges that it is solely responsible for ensuring that adequate back-ups of relevant data associated with Software are made.

5.4. **Improvement Program.** During the installation process of the Software and/or when an error or bug occurs, as applicable, the Client may choose, at its sole discretion, not to participate in the Improvement Program, it being understood and agreed that (i) regardless of the Client's choice not to participate in the Improvement Program, minimal data on the Client's use of the Software may still be collected by Eddyfi; and (ii) to the extent the Software allows data to be collected outside of errors or bugs reports as part of the Improvement Program, the Client may change its choice regarding its participation in the Improvement Program at any time after the Software has been installed by adjusting its *Preferences* settings.

5.5. **Use of Data**. The Client may from time to time elect to forward to Eddyfi technical data generated by the Software in connection with inspection services (the "**Forwarded Data**"). The Client shall ensure that no Personal Information is included in the Forwarded Data and, if feasible, anonymize them in a way that the asset and the location where the Forwarded Data was collected cannot be retraced or cross-referenced. The Client shall also ensure that the transmission of the Forwarded Data to Eddyfi is lawful and that the Client is not prohibited to do so by any law, regulation, agreement or other obligation with any third party. The Client grants to Eddyfi and its Affiliates a limited, royalty-free, non-exclusive, and irrevocable license to access, copy and use the Forwarded Data for the purpose of (i) performing support services and (ii) improving Eddyfi's and

its Affiliates' products and services (including via data science and machine learning techniques), with the right to sub-license to subcontractors performing data processing. This clause has precedence over any agreement between Eddyfi or its Affiliates and the Client regarding the use of the Forwarded Data.

5.6. **Export Controls**. The Client shall comply with all relevant export control laws and regulations. The Client represents that it is not a person or an entity, and that it is not in a destination, restricted or prohibited by export control laws and regulations to receive or use the Software. The Client shall not, directly or indirectly, export, re-export, divert or transfer the Software to any person or entity, or to a destination, restricted or prohibited by export control laws and regulations to receive or use the Software.

## 6. TERM AND TERMINATION

6.1. **Term.** This Agreement will begin on the date where the Software is delivered to the Client and shall last for the entire duration of the License Period, subject to prior termination in accordance with this Agreement.

6.2. **Termination on Notice.** The Client may terminate this Agreement with immediate effect upon written notice to Eddyfi.

6.3. **Termination for Material Breach.** A Party may terminate this Agreement, with immediate effect, by delivering a written notice of termination to the other Party, if such Party fails to perform or otherwise materially breaches any of its obligations, covenants, or representations, and such failure or breach continues for a period of ten (10) business days after receipt of a notice reasonably detailing the breach. Eddyfi may also terminate this Agreement upon written notice to the Client if, at any time, (i) the Client is in breach of Section 5.1; (ii) in the reasonable opinion of Eddyfi, the Client acts in a manner that is likely to cause damage to the business and reputation of Eddyfi; or (iii) the Client becomes insolvent or bankrupt.

6.4. **Consequence of termination**. In case of termination of this Agreement, the Client shall not be reimbursed for the License Fees that have already been paid. In addition, in case of termination of this Agreement pursuant to Section 6.2 or 6.3, the Client shall pay, to the extent not already paid, the License Fees that would otherwise be payable until the expiration of the License Period, as if the License had not been terminated.

6.5. **Obligations.** On termination or expiration of this Agreement, each Party's rights and obligations under this Agreement will cease immediately. Without limiting the foregoing the Client shall cease all use of the Software and pay any amounts it owes to Eddyfi.

6.6. **Continuance of Obligations.** Sections 7 [Intellectual Property], 8 [Warranty], 9 [Limitation on Liability], 10 [Confidentiality] and 11 [General Provisions] shall survive the termination or expiration of this Agreement as well as any other provision of this Agreement that, by nature, must survive the termination of this Agreement to fulfill its essential purpose.

## 7. INTELLECTUAL PROPERTY

7.1. **IP Rights**. Eddyfi (or its licensors, where applicable) shall own and retain any and all rights and interest in and to the Software, including all documentation, modifications, improvements, Updates and derivative works related thereto, together with any and all Intellectual Property Rights in connection with the Software, including Eddyfi's name, logos and trademarks reproduced through the Software. The Client hereby covenants that it will never challenge, whether directly or indirectly, any of Eddyfi's Intellectual Property Rights or otherwise attempt to hinder their exercise, and not file, on its behalf or on behalf of a third party, an application for intellectual property that may cause confusion or cover rights that are similar or in competition with the rights of Eddyfi, or make any use of such confusing or similar rights.

7.2. **Feedback**. Eddyfi does not agree to treat as confidential any suggestion or idea for improving or otherwise modifying the Software or any service related thereto that the Client may provide to Eddyfi ("**Feedback**"), which will be deemed Eddyfi's property. Eddyfi will in no manner be restricted to use, profit from, disclose, or otherwise exploit the Feedback and no compensation will be payable to the Client for the foregoing.

7.3. **Proprietary Rights Notices.** Subject to Section 2.1, nothing in this Agreement shall be construed as granting any licence, right, or interest in any of Eddyfi's Intellectual Property Rights, including trademarks or trade names. The Client shall not alter any proprietary right notices in or on any Software.

## 8. WARRANTY

8.1. **Limited Warranty.** The Client subscribes the Software on an "as is" and "where is" basis. Eddyfi warrants to the Client, for a period of twelve (12) months from the beginning of the License Period, that the Software will perform substantially in accordance with the accompanying end-user documentation. Eddyfi does not warrant the Software against defects caused by misuse, abnormal operating conditions, alterations or damages caused by events beyond the control of Eddyfi. Without limiting the foregoing, Eddyfi does not warrant that the Software can be used in conjuncture with any other software, hardware or component. Eddyfi accepts responsibility only for the Software becoming unusable due to a defect attributable solely to Eddyfi and, if Eddyfi accepts responsibility, the sole responsibility of Eddyfi will be to replace the Software, or, at Eddyfi's discretion, to refund the amounts paid by the Client for the Software.

8.2. **Exclusions.** REGARDLESS OF WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, THE LIMITED WARRANTY SET FORTH IN SECTION 8.1 IS THE SOLE RESPONSIBILITY OF EDDYFI WITH REGARD TO THE SOFTWARE. ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

## 9. LIMITATION OF LIABILITY

9.1 EDDYFI'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DEFECTS IN THE SOFTWARE OR DAMAGES ARISING OUT OF THE USE THEREOF, SHALL IN NO EVENT EXCEED THE LICENSE FEES PAID BY THE CLIENT FOR THE SOFTWARE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO CASE SHALL EDDYFI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR OTHER ECONOMICS LOSSES, DOWNTIME, OR LOSS OF DATA.

9.1. IN NO EVENT SHALL EDDYFI BE LIABLE TO THE CLIENT FOR ANY LOSS OR DAMAGE ARISING OUT OF THE TERMINATION OF THIS AGREEMENT OR THE COMMERCIALIZATION OF THE SOFTWARE BEING DISCONTINUED BY EDDYFI, INCLUDING WITH RESPECT TO ANY EXPENSE OR INVESTMENT MADE BY THE CLIENT FOR THE SETUP, DEVELOPMENT AND CONTINUATION OF ANY BUSINESS, THE LOSS OF ACTUAL OR ANTICIPATED REVENUE, PROFIT, OR GOODWILL, OR OTHERWISE.

## 10. CONFIDENTIALITY

10.1. **Provision of Confidential Information.** The Client acknowledges that, in the course of the License, the Client may be provided or have access to Confidential Information. The Client agrees to, to not disclose it to any third party and to not use it for its benefit or that of a third-party, other than for the purpose ..

10.2. **Confidentiality Obligation.** The Client shall preserve the confidentiality of the Confidential Information **and shall** only use it in connection with its use of the Software, in accordance with the terms and conditions set forth herein (the "**Permitted Purpose**"). The Client shall not use the Confidential information for any other purpose. The Client shall not disclose or otherwise make the Confidential Information available to any third-party. The Client may however disclose Confidential Information to those of its Representatives who: (i) need to know such Confidential Information for the Permitted Purpose; (ii) are informed by the Client of the confidential nature of the Confidential Information; and (iii) are bound by confidentiality, non-use and non-disclosure obligations at least as stringent as the ones herein. The Client shall protect the Confidential Information in the same manner as it is protecting its own confidential information, but in no event less than reasonable care. The Client is responsible for any breach of this Agreement by its Representatives.

10.3. **Required Disclosure.** In the event that the Client is requested or required by any applicable law, court order or other regulatory body to disclose any of the Confidential Information, the Client shall, to the extent not prohibited by law, provide Eddyfi with prompt prior written notice of such requirement in order to enable Eddyfi, at its sole expense, to seek an appropriate protective order or other remedy (which the Client agrees it shall not oppose). If no protective order is issued or seek by Eddyfi, the Client shall furnish only that portion of the Confidential Information that it is advised by its counsel must be disclosed.

10.4. **Return or Destruction of the Confidential Information.** Upon the termination or expiry of this Agreement, or at any time upon Eddyfi's written request, the Client shall return to Eddyfi or, at the Eddyfi's option, destroy

or cause to be destroyed, all original or copies of the Confidential Information together with all notes, summaries, analyses, reports and other materials which contain or make reference to the Confidential Information, regardless of the form, medium or device on or in which they are written, recorded, or stored.

10.5. **No Right**. Nothing contained herein shall be construed as granting any right, by licence or otherwise, to the Client in the Confidential Information, which remains Eddyfi's exclusive property. No warranty, express or implied, is given by Eddyfi to the Client regarding the accuracy or sufficiency of the Confidential Information.

10.6. **Survival**. Client's obligations set forth in this Section 10 survive the termination or expiration of this Agreement without limitation of time thereafter with respect to Confidential Information disclosed to the Client or to which the Client had otherwise access prior to the termination or expiration of this Agreement.

## 11. GENERAL PROVISIONS

11.1. **Modification and discontinuance**. Eddyfi reserves the right to modify the Software from time to time and to discontinue its commercialization or the related maintenance and support services or Service Plans at any time.

11.2. **Entire Agreement.** This Agreement, together with all attachments and other documents originating from Eddyfi that refer to this Agreement, represent the full agreement of the Parties relating to its subject matter, and replace all of the Parties' previous discussions, understandings, and agreements relating thereto.

11.3. **Governing Law**. This Agreement shall be governed by the laws of the Province of Quebec, Canada, without regard to its conflicts of law rules. The courts of the judicial district of Quebec shall have exclusive jurisdiction regarding any matter related to the Agreement. Notwithstanding the foregoing, Eddyfi may also bring legal proceedings in any jurisdiction where the Client or the Software is located.

11.4. **Binding Effect**. This Agreement will benefit and bind the Parties and their respective heirs, successors, and permitted assigns.

11.5. **Independent Contractors.** The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.

11.6. **Waiver.** No waiver by either Party of any breach of any provision hereof shall constitute a waiver of any other breach, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default or by anything done or omitted to be done by the other Party.

11.7. **Construction of Terms**. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting Party will not apply in interpreting this Agreement.

11.8. **Conflict of Terms**. In the case of conflict between the terms or conditions of this Agreement and those of any documents referring to this Agreement or subject matter hereof, this Agreement shall prevail.

11.9. **Severability**. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.