SOFTWARE LICENSE AGREEMENT

Please read this Software License Agreement (the "**Agreement**") carefully. This Agreement defines the terms and conditions under which EDDYFI CANADA INC. or the Affiliate thereof with which you are contracting ("**Eddyfi**") will deliver, maintain and support the Software (as defined below).

This Agreement is between Eddyfi and the person to which the Software is provided by Eddyfi or a reseller or agent thereof (the "**Client**"). Eddyfi is willing to grant the Client the right to access and use the Software only if the Client accepts all the terms and conditions of this Agreement and pays or has paid Eddyfi all the applicable fees.

By either clicking the "**I agree**" button displayed during the installation process of the Software, by installing or accessing the Software, including all associated features and functionalities, or by otherwise consenting to Eddyfi's services, the Client (directly or through the Representative acting on behalf the Client, who himself represents that he is authorized to represent the Client for such purpose) acknowledges that he has read this Agreement, understands it and agrees to be bound by it. If the Client does not agree to all the terms and conditions in this Agreement, the Client 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 any Party, any entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with, such Party.

1.2.   "**Agreement**" has the meaning ascribed to such expression in the recitals.

1.3.   "**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 disclosed orally or disclosed, stored or accessed in written, electronic or in any other form, 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, including all portions of reports, analyses, compilations, studies, interpretations, records, notes or other materials prepared or discerned by the Client or its Representatives that contain, are based on, or otherwise reflect or are generated in whole or in part from, such information.

1.4.   "**Control**" means the ownership of more than fifty per cent (50%) of the equity share capital of an entity having the right to vote to elect directors of any such entity, or equivalent control in the case of an entity without share capital.

1.5.   "**Eddyfi Hardware**" means any non-destructive testing (NDT) equipment developed, manufactured or commercialized by Eddyfi from time to time.

1.6.   "**Eddyfi Product 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: (i) operating system; (ii) language; (iii) number of CPUs and monitors used; (iv) screen resolution; (v) most frequently used commands and features; (vi) Software errors, bugs and diagnosis; (vii) average file size; (viii) probe type usage; and (ix) 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.

1.7.   "**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.

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

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

1.10.   "**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.

1.11. "**Maintenance and Support Services**" has the meaning ascribed to such expression in Section 2.1.

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

1.13. "**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;

1.14. "**Past License**" has the meaning ascribed to such expression in Section 2.6;

1.15. "**Post License**" has the meaning ascribed to such expression in Section 2.5;

1.16. "**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;

1.17. "**Representative(s)**" means, for any person, that person's directors, officers, shareholders, owners, partners, employees, agents or professional advisors, in connection with the transactions contemplated in this Agreement, and any other authorized representatives.

1.18. "**Reverse Engineering**" means any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including "cable sniffing" or "black box" reverse engineering) or any method or process of obtaining or converting any information, data, or software from one form into a human readable form.

1.19. "**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.

1.20. "**Updates**" means any and all 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 customers and applications specially developed by Eddyfi for another customer.

2. LICENSE

2.1. **License.** In accordance with the terms and conditions of this Agreement, and subject to Client's compliance with its obligations set forth herein, including payment of the License Fees, 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**").

2.2. **Number of Access.** 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.

2.3. **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.

2.4. **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 in order to protect Eddyfi against unauthorized or illegal use of the Software.

2.5. **Post License**. At the Client's option and conditional on the prepayment of License Fees for a License Period equal to or greater than five (5) years, the Client shall be granted, at the expiration of the License Period, and subject to Section 2.7 below, a perpetual, irrevocable, worldwide, non-transferable, non-exclusive, royalty free and fully paid-up license to access and use the last version of the Software installed by the Client at the date of the expiration of the License Period (the "**Post License**").

2.6. **Past License.** Notwithstanding anything to the contrary in this Agreement, if the Client has acquired a perpetual licence to access and use the Software prior to the entry into effect of this Agreement (a "**Past Licence**"), such Past Licence shall remain effective without limitation of time, subject to the terms and conditions of this Agreement (including Section 2.7 below), as applicable.

2.7. **Restrictions for Post Licence and Past Licence**. The Parties expressly acknowledge and agree that (i) any Software subject to a Post License or to a Past License is provided on an "as is" basis and Eddyfi makes no warranty with respect to it; (ii) the Post License or Past License shall not include any Maintenance and Support Services (as defined below) or any other form of ancillary services; (iii) in certain cases, such Maintenance and Support Services and other ancillary services related to the Software subject to a Post License or a Past License, including, for greater certainty, Updates, may be made available by Eddyfi to the Client to be purchased on demand for a same generation of the Software (ex: Versions 2.01 and 2.07), at the Client's option, at a price determined by Eddyfi; and (iv) Post-Licenses and Past Licenses shall otherwise be governed by the terms and conditions contained in this Agreement, to the extent applicable.

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. **Maintenance and Support.** During the License Period, but subject to Section 2.7, Eddyfi will provide the Client with the following Software maintenance and support services, namely (i) making Updates generally available to Eddyfi's customers 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, technical issues relating to the use of the Software, which may include, at the sole discretion of Eddyfi, online technical support, phone technical support and on-site technical support (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.

4.3. **Exclusion.** Eddyfi may limit or suspend the Maintenance and Support Services provided herein 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 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:

5.1.1.   abide by all local and international laws and regulations applicable to its use of the Software:

5.1.2.   use the Software, only for legal purposes;

5.1.3.   comply with all regulations, policies and procedures of networks connected to this Agreement; and

5.1.4.   comply with the guidelines and policies that Eddyfi may adopt from time to time regarding the use of, and access to, the Software.

5.2. **Restrictions.** Unless otherwise agreed in writing by Eddyfi, the Client must not and must not permit others to:

    5.2.1. use the Software for service bureau or time-sharing purposes or in any other way allow third parties to use or exploit the Software;

    5.2.2. modify, adapt, reproduce, or translate the Software;

    5.2.3. Reverse Engineer in any way the Software or create any derivatives from the Software;

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

    5.2.5. 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;

    5.2.6. 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

    5.2.7. distribute, license or sub-license any product or service derived from the Software or in connection of which the Software is used.

5.3. **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.

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

5.5. **Eddyfi Product Improvement Program.** During the installation process of the Software, the Client may choose, at its sole discretion, not to participate in the Eddyfi Product Improvement Program, it being understood and agreed that (i) regardless of the Client's choice not to participate in the Eddyfi Product Improvement Program, minimal data on the Client's use of the Software may still be collected by Eddyfi; and (ii) the Client may change its choice regarding its participation in the Eddyfi Product Improvement Program at any time after the Software has been installed by adjusting its *Preferences* settings.

5.6. **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**"). Before doing so, the Client shall ensure that no Personal Information is included in the Forwarded Data and, if feasible, shall 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.

5.7. <u>**Export Controls**</u>. 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. <u>REPRESENTATIONS</u>

6.1. **Client Representations.** The Client represents and warrants to Eddyfi that:

    6.1.1. **Authority and Capacity.** It has the authority and capacity to enter into this Agreement.

    6.1.2. **Enforceability.** This Agreement constitutes a legal, valid, and binding obligation, enforceable against it according to its terms.

6.1.3. **No Conflicts.** It is not under any restriction or obligation that could reasonably be expected to affect its performance of its obligations under this Agreement.

6.1.4. **No Breach.** The execution, delivery, or performance of its obligations under this Agreement will not breach or result in a default under (i) its articles, bylaws, or any unanimous shareholders' agreement, (ii) any law to which it is subject, (iii) any judgment, order, or decree of any governmental authority to which it is subject, or (iv) any agreement to which it is a party or by which it is bound.

6.1.5. **No Bankruptcy.** It has not taken nor authorized any proceedings related to bankruptcy, insolvency, liquidation, dissolution, or winding up.

7. TERM AND TERMINATION

7.1. **Term.** Unless otherwise agreed in writing by Eddyfi, 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. Notwithstanding the foregoing, and subject to termination in accordance with the provisions hereof, this Agreement remains effective without limitation of time with respect to a Post License or Past License.

7.2. **Termination on Notice.** The Client may elect to terminate this Agreement and the License with immediate effect upon written notice to Eddyfi. However, the Client shall not be reimbursed for the License Fees that have already been paid and, to the extent not already paid, shall pay the License Fees that would otherwise be payable until the expiration of the License Period, as if the License had not been terminated.

7.3. **Termination for Material Breach.** A Party may terminate this Agreement and the License, 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 and the License upon written notice to the Client if, at any time, (i) the Client is in breach of Section 5.1 or 5.2; or (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.

7.4. **Termination for Insolvency.** If the Client becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, Eddyfi may terminate the License and this Agreement with immediate effect.

7.5. **Consequence of termination**. In case of termination of this Agreement for any reason whatsoever, the Client shall not be reimbursed for the License Fees that have already been paid. In addition, in case of termination of this Agreement by Eddyfi pursuant to Section 7.3 or 7.4, 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.

8. EFFECT OF TERMINATION

8.1. **Obligations.** Subject to Sections 8.2 to 8.4, on termination or expiration of this Agreement, each Party's rights and obligations under this Agreement will cease immediately. Without limiting the generality of the foregoing, the Client shall cease all use of the Software.

8.2. **Payment of Outstanding Invoices.** On termination or expiration of this Agreement, the Client shall pay any amounts it owes to Eddyfi.

8.3. **Continuance of Obligations.** The following provisions shall survive notwithstanding the termination or expiration of this Agreement: (a) Sections 9 [Intellectual Property], 10 [Warranty], 11 [Limitation on Liability], 12 [Confidentiality] and 13 [General Provisions] and (b) any other provision of this Agreement that must survive to fulfill its essential purpose, including, for greater certainty, to give effect to the Post Licenses and Past Licenses.

8.4. **Excluded Damages.** In case of termination of this Agreement, including without limitation as a result of the commercialization of the Software being discontinued by Eddyfi, Eddyfi shall not be liable to the Client for

any loss or damage arising out of 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.

9. INTELLECTUAL PROPERTY

9.1. **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 or violate, whether directly or indirectly, any of the Intellectual Property Rights of Eddyfi or otherwise attempt to hinder their exercise, and not to proceed to or 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. The Client shall also avoid representing in any way that it holds any interest in the Intellectual Property Rights of Eddyfi.

9.2. **Feedback**. Eddyfi has not agreed to and does not agree to treat as confidential any Feedback (as defined below) the Client provides to Eddyfi. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Eddyfi's right to use, profit from, disclose, publish, keep secret or otherwise exploit Feedback. No compensation shall be payable by Eddyfi to the Client or its Representatives in respect of the foregoing. Any Intellectual Property Right associated to Feedback shall be owned by Eddyfi. ("**Feedback**" refers to any suggestion or idea for improving or otherwise modifying the Software or any service related thereto).

9.3. **Trademarks and Proprietary Rights Notices.** Nothing in this Agreement shall be construed as granting any licence, right, or interest in any of Eddyfi's trademarks or trade names or, subject to Section 2.1, any other Intellectual Property Rights of Eddyfi. The Client shall not alter or modify any proprietary right notices in or on any Software.

9.4. **Notice to Eddyfi.** The Client shall immediately notify Eddyfi of any actual or threatened infringement of the Software or Intellectual Property Right related thereto that the Client may become aware of.

10. WARRANTY

10.1. **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. Under the terms of this warranty, Eddyfi accepts responsibility only for the Software becoming unusable due to a defect attributable solely to Eddyfi. If Eddyfi accepts responsibility pursuant to this warranty, 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.

10.2. **Exclusions.** REGARDLESS OF WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, THE LIMITED WARRANTY SET FORTH IN SECTION 10.1 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 AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

11. LIMITATION OF LIABILITY

11.1 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 IN THE LAST TWELVE (12) MONTHS. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO CASE SHALL EDDYFI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH

OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, DIRECT LIABILITY OR ANY OTHER LEGAL THEORY. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFIT, LOSS OF SAVINGS, LOSS OF REVENUE OR OTHER COMERCIAL OR ECONOMICS LOSSES, LOSS OF USE OF THE SOFTWARE, DOWNTIME, LOSS OF DATA, THE CLAIMS OF THIRD PARTIES, DAMAGE TO PROPERTY OR INJURY TO PERSONNEL.

12. CONFIDENTIALITY

12.1. **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, which includes information that is secret, confidential, non-public or proprietary to Eddyfi or its Affiliates, or which relates to their respective business or affairs or to this Agreement. The Client agrees to preserve the confidentiality of the Confidential Information.

12.2. **Permitted Disclosure.** Notwithstanding the foregoing, Confidential Information shall not include information that, at the time of disclosure:

12.2.1. is, or thereafter becomes, generally available to and known by the public other than as a result of its disclosure by an act or omission, directly or indirectly, by the Client;

12.2.2. was already known by or in the possession of the Client, as established by documentary evidence, prior to being disclosed by or on behalf of Eddyfi;

12.2.3. is, or thereafter becomes, available to the Client on a non-confidential basis from a source (other than Eddyfi or its Representatives), provided that such source was not known by the Client at the time of such disclosure to be prohibited from disclosing such information to the Client by a legal, contractual or fiduciary obligation; or

12.2.4. has been independently developed by the Client, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Confidential Information;

provided that these exclusions shall not apply to any Confidential Information that is Personal Information.

12.3. **Use Solely for Permitted Purpose**. The Client and its Representatives may only use the Confidential Information in connection with their use of the License and in accordance with the terms and conditions set forth herein (the "**Permitted Purpose**").

12.4. **Confidentiality Obligation.** Except as provided herein, the Client shall not disclose, divulge or otherwise make any Confidential Information available to any other person, entity or group. The Client may only disclose the 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 agree to comply with the Client's obligations hereunder; and (iii) are being bound by obligations of confidentiality, non-use and non-disclosure at least as stringent as the ones hereunder. The Client shall safeguard and protect the Confidential Information in the same manner as it is protecting its own confidential information, provided that the Client shall at all time use at least reasonable care. The Client shall be responsible for any breach of this Agreement by its Representatives.

12.5. **Required Disclosure.** In the event that the Client is requested or required by any applicable law, rule or regulation or by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar legal process or by any stock exchange, tax, judicial, supervisory, regulatory or other governmental body to disclose any of the Confidential Information, the Client shall, to the extent not prohibited by applicable law, rule, regulation or judicial or administrative order, provide Eddyfi with prompt prior written notice of such requirement in order to enable Eddyfi, at its sole expense, to (i) seek an appropriate protective order or other remedy (which the Client agrees it shall not oppose); or (ii) to the extent permitted by applicable law, rule, regulation or judicial or administrative order, consult with the Client with respect to taking steps to resist or narrow the scope of such request or legal process. 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 in response to the request or legal requirement.

12.6. **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 copies or partial copies of the Confidential Information together with those portions of all notes, summaries, analyses, reports and other documents, data or 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, stored or reproduced.

12.7. **No Right in the Confidential Information**. Nothing contained in this Agreement shall be construed as granting or conferring any right or interest, by licence or otherwise, to the Client in the Confidential Information, which shall remain the exclusive property of Eddyfi. No warranty, express or implied, is given by Eddyfi to the Client regarding the accuracy or sufficiency of the Confidential Information.

12.8. **Survival**. Client's obligations set forth in this Section 12 survive the termination or expiration of this Agreement without limitation of time thereafter with respect to any Confidential Information disclosed to the Client or to which the Client had otherwise access prior to the termination or expiration of this Agreement.

13. GENERAL PROVISIONS

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

13.2. **Entire Agreement.** The Parties intend that this Agreement, together with all attachments and other documents originating from Eddyfi that refer to this Agreement, represent the final expression of the Parties' intent relating to the subject matter of this Agreement, contain all the terms the Parties agreed to relating to the subject matter, and replace all of the Parties' previous discussions, understandings, and agreements relating to the subject matter of this Agreement.

13.3. **Governing Law**. This Agreement shall be governed by the laws of the Province of Quebec, Canada, without regard to its conflicts of law rules. However, at Eddyfi's sole discretion, this Agreement may also be construed and enforced in accordance with the laws in force in any other jurisdiction where the Software or the Client is located, without giving effect to their rules on conflict of laws. The courts of the judicial district of Quebec, province of Quebec, Canada, shall have exclusive jurisdiction regarding any claim or legal proceedings relating to the Agreement and/or the Software. Notwithstanding the foregoing, Eddyfi may also bring legal proceedings in any jurisdiction where the Client or the Software is located.

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

13.5. **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.

13.6. **Waiver.** No waiver by either of the Parties of any breach of any provision hereof shall constitute a waiver of any other breach of any provision hereof, 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.

13.7. **Construction of Terms**. The Parties have each participated in settling the terms of this Agreement. 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.

13.8. **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.

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