



APRYSE SOFTWARE EVALUATION LICENCE AGREEMENT

IMPORTANT NOTICE: PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING, USING OR ACCESSING THE SOFTWARE WHICH ACCOMPANIES IT. BY DOWNLOADING, USING OR ACCESSING ALL OR ANY PART OF THE SOFTWARE, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT INSTALL, USE, ACCESS OR RETAIN ANY COPIES OF THE SOFTWARE.

This License Agreement (the "**Agreement**") is a legal agreement between you (either an individual or a single legal entity, and referred in this Agreement as "**you**" and the "**Licensee**"), and Apyrse Software Inc. ("**Apyrse**" and the "**Licensor**") for the Software. "**Software**" means (a) the Apyrse software in object code or source code (if applicable) form only which you are about to download or have downloaded and to which this Agreement is attached or included with; (b) all related explanatory software code and written materials or files (printed or electronic) accompanying the Software (collectively, the "**Documentation**"); and (c) other materials which accompany this Agreement and all copies thereof. "**Party**" or "**Parties**" means the Licensor or the Licensee or both. "**Use**", "**Used**" or "**Using**" means to access, install, download, modify, copy or otherwise benefit from using the functionality of the Software. "**Production Use**" means use of the Software to process live data for purposes other than Software testing or evaluation.

1. Grant of Licence for Evaluation. Subject to the terms and conditions of this Agreement, Apyrse grants to you a limited, non-exclusive, non-assignable, non-sublicensable right to Use the Software:

- (a) for testing and evaluation purposes only,
- (b) on the Licensee's computer network only,
- (c) for the Licensee's internal purposes only, and
- (d) limited to a period of sixty (60) calendar days beginning on the day after you first download the Software.

2. Title. The Software is licensed, not sold. Apyrse retains all right, title and interest in and to the Software and all copies thereof and in all related copyrights, trade secrets, trademarks and any other intellectual property rights embodied therein. No right or license will be implied by estoppel or otherwise, other than the rights and license expressly granted to you under this Agreement. For avoidance of doubt, all rights in relation to the Software not expressly granted in this Agreement are reserved by Apyrse. Any copies of the Software that you are permitted to make pursuant to this Agreement must contain all copyright and other proprietary notices that appear on or in the Software in the same form and location as the notices on or in the Software and you agree not to remove or attempt to remove any such notices.

3. Restrictions. You agree not to: (a) copy the Software except for backup or archival reasons and any such copy will be subject to the identical restrictions applicable to the Software in the first instance; (b) distribute, disclose, sell, sublicense, loan, lend, rent, give away, enable access to, un-bundle and/or repackage for distribution or resale, transfer or transmit, in any form or manner, whether temporarily or permanently, all or any part of the Software; (c) modify, adapt, or translate the Software; (d) reverse-engineer, reverse-compile or decompile, disassemble or otherwise attempt to discover the source code or underlying algorithms of the Software; (d) create derivative works based on, or any competitive or emulating software products using the Software, and ownership of any such unauthorized works together with the copyrights, patents and trade secrets embodied therein will vest in the Licensor upon creation of the same; (e) use the Software in a manner that infringes upon the lawful rights of others or in contravention of any and all applicable laws (including without limitations all applicable trademark and copyright laws); (f) use the Software after the expiry of the 60-day term set forth above without the prior express approval of Apyrse; (g) remove any proprietary notices that are provided with the Software; (h) disable any watermark generated by that portion of the Software on any output or deliverable created by use the Software; and/or (i) use the Software for any Production Use. You also acknowledge that the Software is subject to the export control laws and regulations of the United States of America and Canada. You agree that you shall comply with such laws and regulations, and shall not export or re-export any Software, directly or indirectly in contravention of such laws and regulations.

4. Interim Professional Services. If you request, Apyrse may provide you with professional and technical services on an "as needed," mutually agreed basis. Such services may include, for example, but without limitation, reviewing the Licensee's goals and objectives, assessing the current state of the Licensee's hardware environment, files, and databases, or planning integration of the Software with the Licensee's own software. As compensation for any such services which may be provided, the Licensee and Licensor will agree upon the costs to be paid for the Licensor's services, plus applicable taxes. All amounts are payable in full without deduction or setoff for any reason whatsoever.

5. DISCLAIMERS. THE SOFTWARE IS PROVIDED TO YOU "AS-IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APRYSE DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, DESIGN, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. APRYSE CANNOT AND DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY

OBTAIN BY USING THE SOFTWARE, THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTIONS OR THAT IT WILL BE ERROR-FREE.

6. LIMITATION OF LIABILITY. INDEPENDENT OF, SEVERABLE FROM AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT, IN NO EVENT WILL APRYSE'S AGGREGATE LIABILITY TO YOU (INCLUDING LIABILITY TO PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE LICENSEE), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SOFTWARE, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF ANY DUTY) OR OTHERWISE EXCEED THE AMOUNT YOU HAVE PAID, IF ANY, FOR THE SOFTWARE UNDER THIS AGREEMENT. IN NO EVENT WILL APRYSE BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR BUSINESS PROFITS, REVENUE, OR EXPECTED SAVINGS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, LOSS OF DATA OR INFORMATION OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF APRYSE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

7. Confidentiality. You acknowledge that the Software and any associated documentation (if any) provided contain confidential Information of the Licensor and that any unauthorized publication or disclosure to third persons of all or any part of the Software may cause immediate and irreparable harm to Apryse. Consequently, you agree to take all reasonable steps to keep the confidentiality of the Software and to cooperate in the enforcement of all rights in the Software against infringers. The provisions of Sections 5, 6, and 7 of this Agreement will survive any expiry or termination of this Agreement for any reason and continue indefinitely.

8. Termination. Despite any other provision of this Agreement, this Agreement may be terminated by either Party at any time, on notice to the other Party. If this Agreement is terminated by the Licensor for failure to comply with any of the terms and/or conditions of this Agreement, the Licensee will certify in writing to the Licensor by email (sales@Apryse.com) that it has destroyed all copies of the Software after the effective date of termination.

9. Assignment. Neither this Agreement nor any of the rights granted to you under this Agreement may be assigned, transferred or conveyed by you, in whole or in part, whether voluntarily, by operation of law or otherwise and any attempt to do so will be void.

10. Governing Law. The application of the *United Nations Convention on Contracts for the International Sale of Goods* will not apply to any part of any transaction contemplated by or under this Agreement and the same is hereby expressly excluded. The validity, construction, and performance of this Agreement and any dispute between the Licensor and Licensee relating thereto shall be exclusively governed by and interpreted and determined in accordance with the substantive laws in force in the Province of British Columbia, Canada, without reference to choice of law or conflict of law principles. Any litigation, action or proceeding relating to this Agreement must be instituted in the Supreme Court of British Columbia, Vancouver Registry. You waive any objection that you may have with respect to jurisdiction, venue or forum.

11. Entire Agreement. This Agreement constitutes the entire agreement between you and Apryse with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous representations, statements, understandings or agreements, written or oral, between the Parties regarding such subject matter. You represent and warrant that you have not been induced to enter into this Agreement by any other statement, representation or warranty not contained in this Agreement. Unless otherwise provided herein, this Agreement may not be modified, amended, rescinded, or waived, in whole or part, except by a written instrument signed by an authorized representative of Apryse and expressly referring to this Agreement.

12. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision shall be severed and deleted, or modified and limited as to give effect to the original intent of the Parties and to the extent necessary for this Agreement to be otherwise enforceable. Any such deletion or modification will not affect the validity of the balance of the Agreement, which shall remain valid and continue in full force and effect with respect to all other provisions.

13. No Waiver. No failure or delay of or by Apryse to exercise any right or remedy under this Agreement and no partial or single exercise thereof shall be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. All of the rights of Apryse under this Agreement shall be cumulative and may be exercised separately or concurrently.

If you have any questions regarding this Agreement or if you wish to request any information from Apryse, please use the contact information supplied with the Software or visit Apryse's website at: <https://apryse.com/contact-us>.