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WHEREAS, InnovMetric, a Canadian corporation, is the lawful owner of and/or has the right to license the proprietary computer programs described in this Agreement.

WHEREAS, Licensee wishes to license use of the compiled code of the Licensed Products, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PREAMBLE

The preamble is part of the present Agreement.

2. DEFINITIONS

The following terms are used in this Agreement, as defined in this paragraph:

2.1 "Licensed Software" shall mean Software products composed of InnovMetric's computer programs in machine-readable compiled code, intermediate code or interpreted form, and associated program updates and upgrades, and related items.

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3. LICENSE

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4.3 Reverse Engineering

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The Licensed Software shall not be used to develop, nor shall Licensee market, any conversion utility or aid specific to the Licensed Software enabling or facilitating users to convert from the Licensed Software to alternative software not marketed by InnovMetric.

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6.2.2 InnovMetric has sole control of the defense of the claim and all negotiations of any settlement or compromise, provided that any such settlement or compromise provide for the general release of all claims against InnovMetric;

6.2.3 the claim is not based on the use of a Licensed Software's version other than the most recent and nonmodified version by Licensee;

6.2.4 the Licensee has not prejudiced InnovMetric position's in any way by, without limiting the generality of the foregoing, its admissions and/or declarations.

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6.3.2 the combination, operation or use of any Licensed Products with any programs or software not provided by InnovMetric, if the infringement would have been avoided by the combination, operation or use of Licensed Products with other programs, software or data; or

6.3.3 the use of Licensed Software in other than the operating environment specified for it by InnovMetric if the infringement would have been avoided by use in the operating environment specified by InnovMetric.

6.4 Documentation

InnovMetric warrants that the Licensed Software conforms with Licensed Materials.

6.5 Limitation of Warranty

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6.5.1 the Licensed Software is and was properly used as set forth in the Licensed Materials;

6.5.2 the Licensed Products were not changed nor modified by Licensee or a third party upon Licensee's request;

6.5.3 the Licensed Products were not used in ultrahazardous activities;

6.5.4 the Licensed Products have not been subjected to abnormal physical or electrical stress, misuse, negligence or accident.

6.6 Prerelease Software Product

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8. TERMINATION

8.1 Default

Either party may terminate this Agreement upon written notice to the other party without advance notice if the other party materially breaches the terms of this Agreement and such default continues uncorrected for a period of ten (10) days after notice in writing thereof to such other party.

8.2 Bankruptcy or Insolvency

The fact that one of the parties becomes insolvent or is adjudged bankrupt; makes a proposal for the benefit of its creditors; has a receiver appointed; files a petition of bankruptcy; initiates reorganization proceedings; causes or permits to occur any similar event under the laws of its domicile; or ceases to conduct its operations in the normal course of business; or is wound up will be interpreted as a default under the terms of the present Agreement.

8.3 Effect of Termination

8.3.1 License. Upon termination, all licenses granted pursuant to this Agreement will cease.

8.3.2 Destruction of Proprietary Information. Licensee will immediately purge all copies of the Licensed Products from all computer processors or storage media on which Licensee has installed or permitted others to install Licensed Products and destroy documentation thereof, no later than thirty (30) days after termination.

8.3.3 Compliance with Agreement Notwithstanding Termination. Notwithstanding the termination of the present Agreement, Licensee agrees to comply with section 4 of said Agreement.

9. MISCELLANEOUS

9.1 Notice

Any notice, request, instruction, legal proceedings or other instrument to be given, served, or provided under this Agreement by either party shall be deemed given and received when in writing and delivered personally or by confirmed telefax or five (5) days after being sent by certified or registered mail, postage prepaid, to InnovMetric's or Licensee at the address of each as indicated below, provided that either party may change such address, only by written notice to the other party:

If to InnovMetric: InnovMetric Software Inc., 2014 Cyrille Duquet, Suite 310, Quebec, Quebec, Canada, G1N 4N6, tel: (418) 688-2061, fax (418) 688-3001.

If to Licensee: Current address of Licensee as mentioned on the registration card or as otherwise specified by Licensee.

9.2 Waiver

No delay or failure of either party in exercising any right and no partial single exercise of any right shall be deemed to constitute a waiver of that right or any other right under this Agreement. No action arising out of this Agreement, regardless of form, may be brought by either party more than one (1) year after the cause of action has accrued.

9.3 Severability

If any provision, or portion thereof, of this Agreement is declared invalid by a Court of law or is unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted.

9.4 No Assignment

The rights of Licensee under this Agreement may not be assigned, in whole or in part, and any attempted assignment of rights, duties or obligations hereunder without such consent shall be null and void.

9.5 Amendments and Modifications

This Agreement may not be amended, altered, or modified and no right hereunder may be waived except by a written agreement signed by authorized representatives of the parties.

9.6 Entire Understanding

This Agreement sets forth the entire understanding between the parties with respect to the matters set forth herein. This Agreement shall supersede all prior representations, understandings or agreements, whether written or oral, express or implied, with respect thereto and prevail over any other party's terms signed in present and in future, except where it is expressly agreed to give priority another party's End User Licence Agreement.

9.7 Governing Law

This Agreement is governed exclusively by the laws applicable in the Province of Quebec, Canada. Notwithstanding any other agreement or provision to the contrary, the parties acknowledge that the license was acquired in the Province of Quebec, Canada. Any other treaty convention or contracts according to international laws or the United Nations Convention do not apply. The Licensee irrevocably agrees that, the courts of the Province of Quebec, Canada shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the present Agreement and any matter arising therefrom and irrevocably waive any right that it may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction. Nothing in this clause shall limit the right of InnovMetric to take proceedings against Licensee in any other court of competent jurisdiction.

9.8 Language

InnovMetric, and the Licensee by his acceptance below, acknowledge having requested that this document be drafted in English only. InnovMetric et le Licencié par son acceptation des présentes, reconnaissent qu'ils ont demandé que le présent document soit rédigé en anglais seulement.

Revised 21-06-2021