

End User Licence Agreement

This End User Licence Agreement (“**EULA**”) is a binding legal agreement that sets out the terms and conditions between you (“**you**”, “**your**”) and IONODES Inc. (“**IONODES**”) governing your access to and use of the Software and Documentation, as granted by IONODES through a signed Service Agreement with your organization (your “**Organization**”) (the “**Agreement**”). For the purpose of this EULA, “you” refers to you personally (including in your capacity as an employee of your Organization) and to the Organization that employs you.

Prior to being permitted to access, install or use the Software or Documentation, you must enter into this EULA.

Subject to this EULA, and in consideration of the mutual obligations set out herein and in the Agreement, IONODES is willing to grant you the rights and licenses set out herein.

IMPORTANT

Please read this EULA carefully before using the Software. By accessing, installing or using the Software, you acknowledge that you have read and understood this EULA and agree to be bound by the terms and conditions of this EULA, and where the Organization is an entity and not an individual, you have the legal authority to accept and agree to this EULA on behalf of such entity.

Access is granted to you based on compliance with the terms and conditions set forth herein and the Agreement between your Organization and IONODES.

If you do not accept the terms and conditions of this EULA (in whole or in part), you may not access or use the Software or Documentation. Do not continue with installation or use of the Software or Documentation and contact IONODES.

Unless otherwise required by the context, capitalized terms that are not otherwise defined in this EULA have the meanings given to them in the Agreement.

IONODES reserves the right to amend, update and/or replace the terms and conditions of this EULA (in whole or in part) as it deems necessary or desirable from time-to-time. Any amendment or update to or replacement of this EULA shall be effective when notice of such amendment, update or replacement is given to you. Your continued access to and use of the Software or Documentation after any amendment or update to or replacement of this EULA shall be deemed acceptance by you of such amended EULA.

1. Licence Grant and Scope

1.1 Licence Grant. Subject to the terms and conditions set forth in this EULA, including the limitations in this Section 1, and contingent on the Agreement, IONODES grants to you, and you accept, a limited, royalty-free, non-exclusive, and non-transferable, and non-sublicensable personal license to use the Software and Documentation subject to Section 1.2, during the term of the Agreement.

1.2 Limited Use. Your use of the Software and the Documentation is limited to your own internal business purposes and not for the benefit of third parties. Documentation may be used and copied only for the purposes of internal training, configuration, use and troubleshooting of the Software.

1.3 Restrictions. You shall not:

- (a) Copy, translate, adapt, modify, or otherwise create derivative works or improvements, whether or not patentable, of the Software and Documentation;
- (b) Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software and Documentation or any part thereof or attempt to do any of the foregoing;
- (c) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software and Documentation, including any copy thereof;

- (d) Rent, lease, license, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software and Documentation, or any features or functionality of the Software and Documentation, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;
- (e) Remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Software and Documentation;
- (f) Use the Software and Documentation in violation of any law, regulation or rule;
- (g) Use the Software and Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to IONODES' commercial disadvantage;
- (h) Bypass or breach any security device or protection used by the Software and Documentation or access or use the Software and Documentation other than through the use of your own then valid Access Credentials;
- (i) Input, upload, transmit or otherwise provide to or through the Software and Documentation any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;
- (j) Access or use the Software and Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property right or other right of any third party, or that violates any applicable law;

1.4 Responsibility. You are solely and exclusively responsible and liable for all uses of the Software and Documentation directly or indirectly, including with respect to the use of the Software and Documentation, by authorized party or by any other party to whom you may provide access to or use of the Software or Documentation. Although IONODES is under no obligation, and is not responsible, to monitor your, or any other party's, use of the Software, IONODES may do so and may prohibit any use of the Software it believes may be (or alleged to be) in violation of this EULA or the Agreement.

1.5 Accounts. You are required to create an account to access and use the Software and to access and/or download Documentation. You agree to provide accurate and up-to-date information, which may include your name, email, address and/or other contact information, and you are responsible and liable for maintaining the security of your account and Access Credentials. You are responsible and liable for all access to and use of your account as well as any activity, act or other conduct via or under your account. You shall advise your Organization in a timely manner of any actual or suspected infringement, unauthorized use or other unauthorized exploitation of your account.

1.6 Collection and Use of Personal Information. You may be required to provide certain information, including Personal Information, to use and access the Software and certain of its features or functionality. All information Company collects through or in connection with this Software is subject to the Agreement and will be done in accordance with [IONODES Privacy Policy](#).

1.7 User Content and Customer Data. Other than for Customer Data, you shall not, and shall not permit any other person or entity to, use the Software to upload, post or send any files, documents or other materials ("**User Content**"). You are responsible for any Customer Data you collect, process, share, transmit or input into by means of the Software, including compliance with any applicable data security and privacy laws, rules or regulations. IONODES expressly disclaims any liability for such collection, processing, or sharing of Customer Data, including but not limited to any errors, omissions, losses, or damages arising from or related to the collection, processing, or sharing of Customer Data. You shall assess and bear all risks and liability that may be related to such processing, collection, sharing or transmission of Customer Data related to the use of the Software. As such, you agree to indemnify, hold harmless, and, in IONODES sole discretion, defend IONODES, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, penalties, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way related to the collection, processing, sharing, transmission or use of Customer Data. This clause shall not be construed as restricting the scope of any other limitation of liability or indemnification clause agreed by you, to the benefit of IONODES, including section 8 of this EULA.

1.8 Acknowledgment. You acknowledge and agree that except as specifically provided in this EULA:

- (a) You are solely responsible at your cost for obtaining and maintaining all computer hardware, computer software and internet service and connections required to access and use the Software and for the operation and maintenance of such computer hardware, computer software and internet services and connections;
- (b) Your access to, downloading, use and other exploitation of the Software and Documentation is at your sole risk and liability;
- (c) As between IONODES and you, you are solely responsible for selection of and use of the Software and Documentation and for any results (or lack thereof) you may achieve, or any decision, method or other action taken by you through use of and/or reliance upon the Software. IONODES will in no way be liable or responsible for any such use, decision, method or other action rendered by you for ensuring that your use, or such decision, method or other actions taken by you through the Software comply with Applicable Laws, including without limitation any restrictions on video surveillance and privacy.

2. Third-Party Materials

- 2.1 The Software may display, include or make available third-party content (including data, content, materials, and information in any form or medium, software, and other products, services and/or materials including specifications, or products) or provide links to third-party websites or services, including through third-party advertising, relating to the Software that are not proprietary to IONODES (“**Third-Party Materials**”). You acknowledge and agree that IONODES is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, functionality, validity, copyright compliance, legality, decency, quality or any other aspect thereof. IONODES does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you and its access and use of them entirely at your own risk and subject to such third parties’ terms and conditions.

3. Intellectual Property

- 3.1 Ownership. Except for the limited licences set out in this EULA, this EULA does not confer upon you any Intellectual Property rights in the Software or in the Documentation. You acknowledge that, as between you and IONODES, IONODES is, and shall remain at all times, the exclusive owner of all Intellectual Property rights in the Software and Documentation. The Software and Documentation are not sold to you, but are the property of IONODES, and are provided to you solely for your use during the term of this EULA and in accordance with its terms.
- 3.2 No Assignment. Nothing in this EULA shall be construed or deemed as assigning or transferring to you or any other person or entity (including your Organization), any ownership, title or interest in any Intellectual Property (unless otherwise provided in the Agreement) all of which shall remain the exclusive property of IONODES (at all times), and all of which shall remain subject to this EULA (including all terms and conditions surviving the termination of this EULA) at all times.
- 3.3 Feedback. You hereby grant to IONODES, a non-exclusive, royalty-free, fully paid up, worldwide, perpetual, irrevocable, transferable, sublicensable (through multiple tiers) license to use any feedback, suggestions, ideas, enhancement requests, defect resolution, or recommendations provided by you to IONODES regarding the Software (“**Feedback**”). You further acknowledge and agree that IONODES has no obligation to use any Feedback. This license shall be perpetual and irrevocable and shall survive the termination or expiration of this EULA.

4. Confidentiality

- 4.1 You shall not use any Confidential Information for any purpose except to use the Software and Documentation as permitted under this EULA. You shall not disclose any Confidential Information to any third party. For the purpose of this EULA, “**Confidential Information**” means all data and information of a confidential or proprietary nature in any form (including written, documentary, electronic, graphic and oral forms) of any kind that is disclosed by IONODES or that is observed by you, including Trade Secrets, Know-How and Intellectual

Property; Personal Information, Hardware and Software (including functionality and performance of each), information of an operational, financial, planning, marketing or technical nature; models, tools, prototypes and working materials, records and Documents, findings, inventions and ideas, whether patentable or not, sketches, photographs, designs and drawings, formulae, methods, concepts, product specifications, manufacturing methods, procedures and processes, services, information related to employees, partners, suppliers or customers and other third parties, and business plans and strategies, information or data; which, in of the foregoing cases is conspicuously marked by IONODES as “confidential,” “proprietary,” “restricted,” or with other similar marking, or that by its nature or the circumstances of its disclosure to you would reasonably be considered to be proprietary or confidential.

- 4.2 IONODES makes any Confidential Information available on an “as is”, “where is” and “with all faults” basis. All right, title and interest in Confidential Information remains the exclusive property of IONODES.
- 4.3 The obligations in this Section 4 do not apply to information that:
- (a) was publicly known or was made generally available to the public prior to the time of disclosure by IONODES;
 - (b) became subsequently known to the public without a breach by you of any obligations owed to IONODES under this EULA;
 - (c) became known to you from a third party other than IONODES without a breach of such third party's obligations of confidentiality, provided you can reasonably establish this through its written records;
 - (d) was independently developed by you without the use of or access to Confidential Information, provided you can reasonably establish this through its written records; or
 - (e) is already in the possession of you at the time of disclosure by IONODES, provided you can reasonably establish this through its written records.

5. Termination

- 5.1 Termination and Expiry. The licence rights under this EULA shall expire with immediate effect and without requirement of notice upon expiry or termination of the Agreement applicable to your Organization.
- 5.2 Effect of Expiry and Termination. Upon termination or expiry of this EULA, (i) all rights and licences granted to you in this EULA shall immediately terminate and you shall stop any use and access of the Software and Documentation and (ii) you shall return to your Organization, the Confidential Information in your control or possession and all copies thereof (or, at the direction of IONODES, destroy and certify the destruction of all Confidential Information in your possession and all copies thereof).

6. Limited Warranty and Disclaimers

- 6.1 Limited Warranty. IONODES shall use commercially reasonable efforts consistent with prevailing industry standards and the Documentation to maintain the Software in a manner which minimizes errors and interruptions. The Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by IONODES or by third-party providers, or because of other causes beyond IONODES's reasonable control, but IONODES shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled Software disruption.
- 6.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE SECTION 6.1, AND TO THE FULLEST EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IONODES DOES NOT WARRANT THAT THE SOFTWARE IT PROVIDES WILL OPERATE WITHOUT INTERRUPTION, WITHOUT FAILURE OR BE ERROR FREE OR THAT ERRORS WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE IT PROVIDES, AND THE SOFTWARE ARE NOT A SUBSTITUTE FOR THE APPLICATION OF PROFESSIONAL JUDGMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SOFTWARE THAT IONODES PROVIDES IS PROVIDED “AS IS”, “WHERE IS” AND “WITH ALL FAULTS” AND IONODES DISCLAIMS, TO THE FULLEST EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, RESULTS, SUITABILITY, ACCURACY,

QUALITY AND NON-INFRINGEMENT, IN EACH CASE WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE.

7. Limitation of Liability

- 7.1 TO THE FULLEST EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IONODES AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), AND THEIR OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS EULA OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF PROFIT, LOSS OF DATA, SAVINGS, INCOME, PROFITS, USE, PRODUCTION ANTICIPATED OR OTHERWISE; OR (C) FOR ANY MATTER BEYOND IONODES' REASONABLE CONTROL, INCLUDING YOUR RELIANCE ON INFORMATION PROVIDED BY THE SERVICES OR YOUR USE OF THE INFORMATION PROVIDED BY THE SOFTWARE. SUBJECT TO THE TERMS OF THE AGREEMENT, IN NO EVENT WILL IONODES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS EULA UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE ACTUAL AMOUNTS PAID BY YOU OR YOUR ORGANIZATION TO IONODES UNDER THE AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS THAT GAVE RISE TO THE CLAIM.
- 7.2 In addition to Sections 1.4 and 1.8, you acknowledge and agree that IONODES is a technology service provider only, and only provides the Software as set forth in this EULA. You stipulate and agree that IONODES is not a law enforcement agency. You are solely responsible for and have complete control over all services provided to you through the Software including without limitation conduct, method, decision, action and other procedures that are or could be taken by you via the Software. IONODES does not supervise or have any control over such conduct, method, decision, action, and other procedures that are or could be taken by you. Neither IONODES nor any of its affiliates or representatives will be liable for any conduct, method, decision, action and other procedures that are or could be taken by you through the use of the Software.
- 7.3 Your exclusive remedy in connection with the use of the Software shall be to terminate this Agreement and the license granted hereunder and to cease using the Software.

8. Indemnification

- 8.1 Indemnification Obligations. Subject to this EULA, and in addition to section 1.7, you shall, and do hereby, indemnify, hold harmless, and in IONODES sole discretion, defend, IONODES and its affiliates, officers, directors, employees, agents, suppliers, licensors and contractors (collectively the "**IONODES Indemnitees**") harmless from and against any and all Claims and Losses relating to, or arising, directly or indirectly, from, out of or in connection with the following:
- (a) Any material breach by you of this EULA;
 - (b) Any Claim or all losses, liabilities, damages, costs and expenses, however, arising, including reasonable legal fees and other professional advisors' fees, and costs in which it is alleged that any of the following constitutes an infringement, violation or misappropriation of the Intellectual Property rights of any person or entity.
 - (c) The use or other exploitation by you of the Software and the Documentation in any manner other than in strict accordance with this EULA;

9. Relief

9.1 You acknowledge that any violation of this Agreement by you will cause irreparable injury to IONODES, and IONODES will be entitled to injunctive relief or other equitable relief.

10. Export Control; Government Use

10.1 Compliance. You hereby agree to comply fully with all applicable Canada, U.S., E.U. and other national sanctions and export control laws and regulations, including without limitation those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), Department of State, ITAR Regulations, and the U.S. Commerce Department's, Bureau of Industry and Security.

10.2 Restrictions. You shall not directly or indirectly sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of the Software or Documentation to any person, entity, or destination, or for any activity or use prohibited by the laws or regulations of Canada or the United States without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

10.3 Government Use. The Software is provided with restricted rights. With respect to any acquisition of the Software by or for any unit or agency of the U.S. Government ("Government"), the Software shall be classified as "Commercial Computer Software," as that term is defined in the applicable provisions of the Federal Acquisition Regulation ("FAR") and supplements thereto, including the Department of Defense ("DoD") FAR Supplement ("DFARS"). If the Software is supplied for use by DoD, the Software is delivered subject to the terms of this EULA and either (i) in accordance with DFARS 252.227-7202-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252.227 7013(c), as applicable. If the Software is supplied for use by a federal agency other than DoD, the Software is restricted computer software delivered subject to the terms of this EULA and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14 (ALT III), as applicable.

11. General

11.1 Assignment. This EULA is personal to you; neither this EULA, nor any rights, licenses or obligations hereunder, may be assigned or transferred by you (in whole or in part) without the prior written consent of IONODES.

11.2 Entire Agreement. This EULA merges all prior written and oral communications and defines the entire agreement between you and IONODES concerning the Software and Documentation.

11.3 No waiver. The failure by either party at any time to enforce its rights under this EULA will not be construed as a waiver of such rights, nor will it in any way affect the validity of this EULA.

11.4 Relationship of the parties. Nothing in this EULA shall be deemed or construed as creating any agency, partnership, employment or joint venture relationship between you, on the one hand, and IONODES on the other.

11.5 Further Assurances. You shall, at the request of IONODES, and without cost to IONODES execute all further lawful documents and do all such further lawful things as may be deemed necessary or desirable by IONODES to give full effect to this EULA.

11.6 Severability. If any term or condition of this EULA is found by an arbitrator or court of competent jurisdiction to be unenforceable, that finding will not affect the enforceability of the remaining provisions of this EULA which shall carry on in force and effect unaffected.

11.7 Governing law. This EULA is governed by, and construed in accordance with, the laws of the Province of Quebec, and the federal laws of Canada applicable in the Province of Quebec without giving effect to any choice or conflict of law provision, principle or rule (whether of the Province of Quebec or any other jurisdiction). Neither the United Nations Convention on the International Sale of Goods, nor the Uniform Computer Information Transactions Act shall apply to this EULA.

- 11.8 Survival. All terms and conditions of this EULA that by their nature survive expiration or termination of this EULA shall so survive, including without limitation Sections 1.7, 2, 3, 4, 5.2, 6.2, and 7 through 11.
- 11.9 Interpretation. In this EULA: (1) a reference to “EULA” and other similar terms refers to this EULA as a whole, and not just to the particular provision in which those words appear, (2) the terms “including”, “include” and “includes” are deemed to be followed by the statement “without limitation”, and none of these terms will be construed to limit any word or statement it follows, (3) headings are for reference only and do not define, limit or enlarge the scope or meaning of this EULA or any of its provisions, (4) a reference to a person includes an individual, partnership, association, trust, unincorporated organization, society or corporation, (5) a reference to a day, month, quarter, or year means a calendar day, month, quarter, or year, unless the context indicates otherwise and (6) a reference to a statute includes a reference to such statute and its regulations, all amendments made to the statute and in force, from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or its regulations.
- 11.10 Language. You acknowledge having requested to enter into a version of the Agreement drawn up exclusively in English and therefore, the parties hereby agree to be bound exclusively by this version of the Agreement drawn up exclusively in English and to have all related documents to this Agreement drawn up in English only. *Vous reconnaissez avoir demandé à conclure ce contrat exclusivement en anglais et, par conséquent, les parties acceptent d’être liées exclusivement par cette version du contrat rédigée exclusivement en anglais et à ce que tous les documents qui s’y rattachent soient exclusivement rédigés en anglais.*