

# SIMUTECH MULTIMEDIA

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- C. **FEES:** In consideration for the License granted herein, you agree to pay the fees set out in your invoice, including any license fees or annual maintenance fees.
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- F. **APPLICATION KEY/FUNCTIONAL LIMITS:** Use of the Product may be subject to the issuance of an application key, which will be provided to you in the form of a supplement to this Agreement. The purchase of a license extension may require the issuance of a new application key. You acknowledge that we may have encoded within the Product limitations on functionality that you are authorized to use. Changes to these functional limits are only permitted upon payment to us of the applicable license or license extension fee. Any attempt by you to circumvent these limitations will be considered a breach of this Agreement.
- G. **OWNERSHIP AND INTELLECTUAL PROPERTY:** We license but do not sell our Product. Title to the Product and all patents, copyrights, trade-marks, mask works, circuit layout rights, design rights, trade secrets and other proprietary and intellectual property rights in or related to the Software and Documentation are and will remain the exclusive property of Simutech or its licensor, whether or not specifically recognized or perfected under the laws of the country where the Product is located. You agree not to take any action that jeopardizes such proprietary rights. You also acknowledge that you will not acquire any right in the Product, except the limited use rights specified herein. You shall retain all rights in the progress data of the users of the Software (the "Data") provided that we shall have the right (i) to use the Data to provide you and your users with technical support, and (ii) to use Data that has been anonymized and aggregated for our internal purposes (including, for greater certainty, after termination).
- H. **TERM:** This Agreement shall continue for as long as you are permitted to use the Product except that it shall terminate if you fail to comply with any term or condition herein. Upon termination, we will terminate your access to the Product and you agree to promptly destroy the Product and all accompanying documents, together with all copies of the Product. Any provision of this Agreement which by its sense and context deals with the use of the Product, ownership and limitations of warranty and liability will survive its expiration or termination of this Agreement for any reason.
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- J. **WARRANTY:** We warrant that the Product will conform to the Documentation for ninety (90) days from the date of this request. If the Product fails to meet the Documentation, upon written notice to us, we will, at your option, repair or replace the Product so that it conforms to the Documentation. If we are unable to repair or replace the non-confirming Product within 30 days after notice, we will refund your fees paid for such non-confirming Product on a pro-rated basis.
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- M. **GENERAL:** This Agreement is the entire agreement with respect to this product and supersedes any other agreement or discussions, oral or written. This Agreement may not be changed except by a written amendment signed by you and us. Notwithstanding the foregoing, we reserve the right to make changes to this Agreement by providing you with reasonable notice of the change either electronically or by posting notice of the change at <http://www.simutechmultimedia.com>. If you continue to use the Product more than sixty (60) days after notice of the change has been given, you shall be deemed to have accepted the change. No provision of this Agreement may be waived except in writing signed by the party giving the waiver. Only a signing officer of us has the authority on our behalf to change or waive this agreement. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, Canada. The parties have requested that this Agreement and all documents contemplated hereby be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais. If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.

May 2, 2017