

## END-USER LICENSE AGREEMENT

This Simutech Multimedia End-User License Agreement ("**Agreement**") is a legal agreement between you ("**you**") and Simutech Multimedia Inc. ("**Simutech**", "**we**" or "**us**"). **BY INDICATING YOUR ACCEPTANCE BY SIGNING BELOW OR BY INSTALLING, ACTIVATING OR USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT US AT INFO@SIMUTECHMULTIMEDIA.COM. IF YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT PRIOR TO ACTIVATING, INSTALLING OR USING THE SOFTWARE, CLICK THE BUTTON THAT INDICATES THAT YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT OR RETURN THE PRODUCT IMMEDIATELY TO US AND WE WILL REFUND THE PURCHASE PRICE.**

- A. **PRODUCT:** "**Product**" means (i) the software product delivered or made available to you by electronic means, including hosting such software product in a cloud computing environment ("**Cloud Functionality**"), or by installing the computer programs and data files in object code form (collectively the "**Software**"); (ii) manuals and user guides, whether electronic or print and including the technical specifications (collectively the "**Documentation**"); and (iii) any update, revision, translation, adaption, modification, derivation or copy of the Software or the Documentation provided or made available to you by us.
- B. **GRANT OF LICENSE:** Subject to the terms and conditions of this Agreement (including but not limited to the payment of the fees as set out in section C), you are hereby granted a non-exclusive, non-assignable, revocable, non-transferable license, without right to sublicense, to use the Product for training purposes on the license terms provided herein and for term as specified on your invoice (the "**License**").
- C. **FEES:** In consideration for the License granted herein, you agree to pay the fees set out in your invoice, including any license fees, annual renewal fees or annual maintenance fees.
- D. **USE:** You are permitted to use the Product only for your own operations and for the site it was purchased for. Unless expressly permitted herein, you will not permit any other person or entity to use the Product. You shall not transfer, provide, sell, distribute or disclose the Product to any other person. Except as expressly permitted herein, you will not otherwise copy, translate, modify, adapt, decompile, disassemble, reverse engineer, or otherwise create derivative works of the Product. If required by law, we will make available information concerning the computer program which you are entitled by law to receive for interoperability purposes, and which could otherwise only be obtained by decompiling or disassembling the computer program. You may not assign or transfer this license without our prior written consent, nor may you merge all or any part of the computer program in another program of ours, yours or a third party. You may not:
- Interfere with or disrupt the integrity or performance of the Service or the data contained therein
  - Attempt to gain unauthorized access to the Service or its related systems or networks
- E. **CLIENT RESPONSIBILITIES:** Client is solely responsible for all activity occurring under Client's User accounts and shall abide by all applicable local, state, national, and foreign, laws, treaties and regulations in connection with Client's use of the Service, including those related to data privacy, international communications, and the transmission of technical or user data. Client shall:
- Notify Simutech immediately of any unauthorized use of any password or account or any other known or suspected breach of security.
  - Report to Simutech immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client or Client Users.
  - Not impersonate another Simutech user or provide false identity information to gain access to or use the Service.
- 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. SERVICE UPGRADES, MAINTENANCE AND SUPPORT**

- a. During the term of this Agreement, Client shall be entitled to web application software upgrades as provided in the sole discretion of Simutech. Upgrades shall be limited to the specific edition of the Service for which the Client is licensed.
- b. During the term of this Agreement, Simutech shall be responsible for providing maintenance and support for the Simutech Technology. All items delivered by Simutech in providing such support, including error corrections and upgrades, shall be deemed part of the Services and shall be subject to all terms and conditions of this Agreement.
- c. Routine support for the Service is provided to Clients and is available via: support tickets submitted through the Get Support form at <https://www.simutechmultimedia.com/support/>. Support is subject to any applicable Simutech support policies and does not cover (and Simutech is not responsible for) issues arising from:
  - i. Client equipment, software, network connections or other infrastructure;
  - ii. Use of the Service by Client in a manner not consistent with its documentation,
  - iii. Modifications to the Service by any party other than Client,
  - iv. Third party acts, services or systems, or general Internet problems, force majeure events or other factors outside of Simutech's reasonable control.

**I. PRIVACY:** Simutech does not collect or retain any Personal Identifiable Information (PII). Client agrees to accept and be bound by Simutech's Privacy Policy, available at [www.simutechmultimedia.com](http://www.simutechmultimedia.com). Client shall be wholly responsible for ensuring that its employees, contractors, and customers (including students using the Simutech's Technology and Service), are made aware of this Privacy Policy and that the appropriate consents have been obtained from them to collect, store and use their information on the Service.

**J. THIRD PARTY INTERACTIONS:** Simutech and its licensors shall have no liability, obligation, or responsibility for any correspondence, purchase, or promotion between Client and any such third party through the Service. Simutech does not endorse any sites on the Internet that are linked through the Service. Simutech provides these links to Client only as a matter of convenience, and in no event shall Simutech or its licensors be responsible for any content, products, or other materials on or available from such sites. Simutech provides the Service to Client pursuant to the terms and conditions of this Agreement.

**K. ACCESSIBILITY AND FUNCTION:** You agree that from time to time, the Service may be inaccessible or inoperable for any reason, including, without limitation:

- a. Equipment (hardware) malfunctions;
- b. Software malfunctions;
- c. Periodic maintenance procedures or repairs which Simutech may undertake from time to time; or
- d. Causes beyond the reasonable control of Simutech or which causes are not reasonably foreseeable by Simutech. Simutech is not responsible, directly or indirectly, for the performance and/or reliability of third party vendor/distributor system, equipment or otherwise, or your Internet Service Provider ("ISP").

L. **DOWNTIME:** Client acknowledges and agrees that Simutech may need to suspend performance under this Agreement in the event Simutech's access to necessary third-party technology is interrupted. Simutech will make best efforts to secure an adequate substitute so as to resume providing the Services as quickly as possible, and in any event, Simutech will use commercially reasonable efforts to give notice to Client of any scheduled downtime associated with upgrades and maintenance to the Services via email communication or posted to Client's account.

M. **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.

N. **CALCULATION OF SERVICE, FEES AND PAYMENTS:** You agree to the fees, payment and cancellation terms set in your invoice.

O. **PAYMENT FOR THE SERVICES:** Takes place in accordance with standard invoicing procedures defined by Simutech.

P. **DEMONSTRATION:** If the product is specified as demo, demonstration or evaluation, you are permitted to use the Product only for evaluating the suitability of Simutech's products for your own operations.

Q. **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.

R. **NO PROFESSIONAL ADVICE; NO RESPONSIBILITY:** THE RESULTS OF THE USE OF THE PRODUCT AND ANY DECISIONS MADE OR ACTIONS TAKEN ON THE BASIS OF INFORMATION PROVIDED BY THE PRODUCT ARE ENTIRELY YOUR RESPONSIBILITY. WE RECOMMEND THAT YOU FULLY AND REGULARLY CHECK TO ENSURE THAT THE RESULTS ARE ACCURATE. WE DO NOT, BY THE SUPPLY OF THE PRODUCT, IMPLY IN ANY WAY THAT WE ARE IN THE BUSINESS OF PROVIDING PROFESSIONAL ADVICE. YOU SHOULD NOT RELY ON THE PRODUCT FOR THAT. YOU SHOULD ALWAYS CONSULT COMPETENT PROFESSIONAL ADVICE TO INTERPRET AND VERIFY THE RESULTS OF THE USE OF THE PRODUCT. WE ARE NOT RESPONSIBLE, IN ANY WAY, TO ANY PARTY WHATSOEVER WITH RESPECT TO ANY WARRANTIES, NEGLIGENCE, DEFECTS, OR OTHER OBLIGATIONS WITH RESPECT TO THE DESIGN, ADVICE AND MANUFACTURE OF THE PRODUCT, HOWEVER THE FOREGOING MIGHT ARISE.

S. **LIMITATION OF WARRANTIES AND LIABILITY:** EXCEPT FOR THE EXPRESS WARRANTY ABOVE, WE PROVIDE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO THIS PRODUCT OR ITS ACCURACY OR RELIABILITY AND IT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NEGLIGENCE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THIS PRODUCT IS ASSUMED BY YOU. IF THE PRODUCT IS PROVIDED THROUGH CLOUD FUNCTIONALITY, YOU ACKNOWLEDGE AND AGREE THAT A THIRD PARTY SERVICE PROVIDER IS PROVIDING ACCESS TO THE PRODUCT THROUGH SUCH CLOUD FUNCTIONALITY AND, ACCORDINGLY, WE CANNOT PROVIDE ANY GUARANTEE WITH RESPECT TO UP-TIME OR THAT WE WILL CONTINUE TO USE SUCH A THIRD PARTY PROVIDER AND PROVIDE THE PRODUCT IN THE SAME FORMAT; IN CONSIDERATION FOR THE ADDITIONAL ACCESSIBILITY AND FUNCTIONALITY PROVIDED BY HOSTING THE PRODUCT WITH CLOUD FUNCTIONALITY, YOU HEREBY ACKNOWLEDGE AND AGREE THAT WE PROVIDE NO REPRESENTATION, WARRANTY OR GUARANTEE WITH RESPECT TO THE CLOUD FUNCTIONALITY AND THE ABILITY OF SUCH CLOUD FUNCTIONALITY TO HOST THE PRODUCT FOR YOUR USE IN A PARTICULAR MANNER. WE UNDER TAKE TO USE REASONABLE DILIGENCE WHEN SELECTING SUCH A THIRD PARTY SERVICE PROVIDER. NEITHER WE NOR OUR SUPPLIERS, AGENTS, OFFICERS AND DIRECTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON

OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE ANTICIPATED PROFITS OR SAVINGS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. OUR MAXIMUM AGGREGATE LIABILITY AND THAT OF OUR SUPPLIERS, AGENTS, OFFICERS AND DIRECTORS TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NONPERFORMANCE OR FAILURE IS A BREACH OF FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH.

T. **ASSIGNMENT:** This Agreement may not be assigned by Client without the prior written approval of Simutech but may be assigned without Client's consent by Simutech to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

U. **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 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. 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.

Date: April 12, 2018