

Software License Agreement

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This Software License Agreement (the "Agreement") is entered between the LICENSOR and the LICENSEE and establishes the terms and conditions which the parties have agreed for the licensing of LICENSOR'S Software. This Agreement is entered into for the purpose of establishing the general terms and conditions under which LICENSEE shall use the Software.

1. Definitions

Agreement: has the meaning given to such term in the Preamble of this Agreement.

Computer: means hardware(s), including personal computers, laptops, workstations, personal digital assistants, 'smart phones', hand-held devices, or other electronic devices for which the Software was designed and where the Software will be installed and/or used.

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Update: means all Software upgrades, patches, revisions, modifications, enhancements, fixes, copies or additions.

Update Period: has the meaning given to such term in Section 4 of this Agreement.

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If LICENSEE ceases doing business as a going concern, or if a petition is filed proposing the adjudication of LICENSEE as a bankrupt or its reorganization pursuant to any applicable bankruptcy or insolvency law which is not opposed by the LICENSEE or if opposed, is not discharged within 60 days of filing or such longer period as the proceedings for discharge are proceeding so long as the LICENSEE is proceeding expeditiously to obtain such discharge, if LICENSEE makes an assignment or composition with creditors, or if a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of its property, or if it is adjudged bankrupt, or if the Software is modified, damaged, altered or serviced by other than LICENSOR's personnel or agents, LICENSOR, in addition to other legal remedies it may have, may immediately terminate this Agreement and the License granted hereunder upon written notice.

Upon the termination of this Agreement, for any cause, LICENSEE shall immediately discontinue the use of the Software and destroy or return to LICENSOR all copies of the Software in its possession. LICENSEE shall, upon written request by LICENSOR, deliver a certificate stating LICENSEE has not: (i) made or distributed, or failed to prevent others from making or distributing, copies of the Software (except as expressly permitted by this Agreement), or derivations or modifications thereof; (ii) used the Software in violation of the provisions of this Agreement; (iii) used or installed the Software at any site other than an authorized site; or (iv) permitted the Software to be used by a number of Users that exceeds the number of authorized Users. Any such certificate shall be executed by an authorized officer of LICENSEE acceptable to LICENSOR.

11. Miscellaneous

Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, without reference to conflicts of law rules and principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Any dispute arising out of the interpretation or application of the terms of this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled by the courts of the Province of Quebec, district of Montreal, which shall have exclusive venue and jurisdiction for such disputes, and the parties hereby submit to personal jurisdiction in such courts.

Severability. To the extent that any law by its terms as determined by a governmental authority of competent jurisdiction is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by the terms required by such law, statute, treaty, or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties. In either case, the remainder of this Agreement shall continue in full force and effect.

Export Administration. LICENSEE agrees to comply fully with all applicable export laws and regulations of Canada to assure that neither the Software nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) intended to be used for any purposes prohibited by export laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed to be a waiver of any subsequent breach.

Election of Remedies. All rights and remedies, whether evidenced hereby, by law or in equity shall be cumulative and may be exercised singularly or concurrently unless otherwise stated herein. Failure of either party to enforce any provision hereof shall not prevent enforcement on any other occasion.

Entire Agreement. Each party has read this Agreement, has had the opportunity to obtain independent legal advice, agrees to be bound by it, and agrees that it constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all proposals, negotiations, and communications, oral or written, between the parties with respect to the subject matter hereof, including any LICENSEE purchase order or other instrument to the extent inconsistent herewith.

Survival. Notwithstanding anything to the contrary herein, Sections 6, 8, 9 and 10 shall survive termination hereof.

Language. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.