

## **Able2Extract EULA**

END-USER LICENSE AGREEMENT FOR APRYSE SYSTEMS INC. SOFTWARE

### **ABLE2EXTRACT PROFESSIONAL version 19**

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This EULA shall be governed exclusively by the laws of the Province of Ontario, Canada without reference to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the city of Toronto, Province of Ontario.

### 13. NOTICES

Should You have any questions concerning this EULA, or if You desire to contact Apryse for any reason, please contact, or write:

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Vancouver, BC  
Canada V6C 0A6  
Phone: +1 604 200 4366  
Web: <https://apryse.com/>

### 14. ASSIGNMENT

This Agreement, the SOFTWARE and any rights granted to You under this Agreement may not be transferred or assigned by you (including, without limitation, the granting of any security interest in the SOFTWARE or other transmission or communication of the SOFTWARE), in whole or in part, whether voluntarily, by operation of law, or otherwise, without the prior written consent of Apryse and any such attempted assignment or transfer shall be null and void.

### 15. SEVERABILITY

To the extent that any provision of this Agreement is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and You and Apryse will use their best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this Agreement shall continue in full force and effect with respect to all other provisions.

### 16. AMENDMENTS AND WAIVERS

No modification, amendment, addition to or waiver of any rights, obligations or defaults shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall be limited to the specific right, obligation or default waived and shall not be construed as a waiver of any subsequent right, obligation or default. No delay or failure of Apryse in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder.