

KWizCom End User License Agreement (EULA)

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THESE LICENSE TERMS CAREFULLY BEFORE USING THE SOFTWARE. KWizCom IS WILLING TO LICENSE THE SOFTWARE TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE SOFTWARE (REFERENCED BELOW AS “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND KWizCom.

1. License

The software and documentation that accompanies this license (collectively the “Software”) is the property of KWizCom, or its licensors, and is protected by copyright law. While KWizCom continues to own the Software, You will have certain rights to use the Software after Your acceptance of this license. This license governs any releases, revisions, or enhancements to the Software that KWizCom may furnish to you.

Your rights and obligations with respect to the use of this Software are as follows.

You may:

- a) Access the functionality and services using one or more devices allowing a number of unique users limited by the numbers of user licenses issued in the agreement.
- b) Leverage KWizCom’s support program to resolve any issues that you incur.

You may not:

- a) Sublicense, rent, or lease any portion of the Software; reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Software, or create derivative works from the Software;
- b) Use the Software as a part of service provider (Internet or extranet), that require special Internet-model license which is NOT covered by this EULA.
- c) Use the Software in any manner not authorized by this license; nor
- d) Use the Software in any manner that contradicts any additional restrictions set forth, below.

2. Intellectual Property

All intellectual property in the Software and any documentation relating the ownership of any idea, method, invention, discovery, design or other work, including computer programs or parts thereof conceived or made by KWizCom in the course of providing the Software belong to KWizCom.

All notes, correspondence, documents and other tangible items made or delivered by KWizCom are also included in the intellectual property rights of KWizCom.

You shall acknowledge that KWizCom may grant other parties rights to use the Software partly or wholly

and KWizCom will retain all right, title and interest in and to all software development, tools, know-how, methodologies, processes, technologies or algorithms used in providing the Software which are based on trade secrets or proprietary information of KWizCom or are otherwise owned or licensed by KWizCom and that KWizCom will be free to use the ideas, concepts and know-how which are developed in relation to the Software.

You shall have no right to use for any purpose any trade mark or service mark belonging to KWizCom without KWizCom prior written consent.

3. Limited Warranty:

KWizCom does not warrant that the Software will meet your requirements or that operation of the Software will be uninterrupted or that the Software will be error-free. Further, KWizCom does not make any warranties with respect to third party software or the integration between the Software and such third party software as well as Software's interoperability with your hardware.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

4. Disclaimer of Damages

SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL KWizCom OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF KWizCom HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL KWizCom OR ITS LICENSORS' LIABILITY EXCEED THE PURCHASE PRICE FOR THE SOFTWARE. The disclaimers and limitations set forth above will apply regardless of whether you accept the Software.

5. General

This Agreement will be governed by the laws of Canada. Except for matters involving injunctive or extraordinary relief, any Dispute arising in relation to these license terms that the Parties are unable to resolve amicably, shall be settled by arbitration in accordance with the Rules of Procedure in Canada. These terms and any related License material and commercial invoices jointly forms the entire agreement between You and KWizCom relating to the Software and: (i) supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communications between the parties. This Agreement shall terminate upon Your breach of any term contained herein and You shall cease use of the Software. The disclaimers of warranties and damages and limitations on liability shall survive termination. This Agreement may only be modified by a License Module that accompanies this license or by a written document that has been signed by both you and KWizCom. Should you have any questions concerning this Agreement, or if you

desire to contact KWizCom for any reason, please email to support@KWizCom.com