

**SOFTWARE LICENSE AGREEMENT  
(SLA)**

1. The SLA is between Presagis Canada Inc., a Canadian corporation with a place of business at 4700 de la Savane, Suite 300, Montreal, Quebec, H4P 1T7, Presagis USA Inc., a California corporation with a place of business at 12424 Research Parkway, Orlando, Florida, 32827, and/or Presagis Europe S.A.S, a company incorporated under the laws of France, with a place of business at 16-18, avenue Morane Saulnier, 78140 Vélizy, France (Presagis) and the Licensee.
2. READ THE SLA CAREFULLY.
3. The SLA sets out the provisions under which Presagis is willing to provide the Presagis Software to Licensee.
4. By downloading, installing or using all or any part of the Presagis Software you will be deemed to have read and understood each provision in the SLA and agreed to be bound by them.
5. If you acquire the Presagis Software in the course of your business or work, you are also agreeing to this SLA on behalf of that business.
6. PRESAGIS OBJECTS TO, AND IS NOT BOUND BY, ANY DIFFERENT OR ADDITIONAL PROVISIONS PROPOSED BY THE LICENSEE IN ITS PURCHASE ORDER, OR OTHER TRANSACTION DOCUMENTS. ANY PROVISIONS THAT ARE DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS IN THE SLA WILL HAVE NO EFFECT UNLESS THOSE TERMS HAVE BEEN EXPLICITLY ACCEPTED IN A WRITTEN DOCUMENT THAT MAKES SPECIFIC REFERENCE TO THIS SECTION 6 AND IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PRESAGIS.
7. IF YOU DON'T AGREE TO BE BOUND BY EVERY PROVISION IN THE SLA, (OR ARE NOT AUTHORIZED TO DO SO ON BEHALF OF YOUR BUSINESS OR WORK) PROMPTLY RETURN THE PRESAGIS SOFTWARE TO PRESAGIS FOR A REFUND AND DESTROY EACH COPY, IF ANY.

**8. Definitions and Interpretation**

**8.1** The preamble forms an integral part of the SLA.

**8.2** When the following terms are used in the SLA, they have the meaning set out below:

- a. Contract includes the Quote and the Presagis provisions incorporated by reference in the Quote, the SLA, Licensee's order to purchase under the terms of the Quote and Presagis' acceptance of that purchase order.
- b. CDB API means the CDB application programming interface and includes software programs and associated data.
- c. Documentation means the electronic or printed documentation, if any, accompanying the Presagis Software provided to Licensee by Presagis.
- d. Floating License. Depending on the context, "Floating License" refers to the right to use the Presagis Software from within the Coordinated Universal Time (UTC) time zone set out in the Quote and/or the Key that is the control mechanism linking the right to use the Presagis Software to the license server.
- e. Include or including means without limit.
- f. Intellectual Property (IP) means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature, whether oral or recorded in any form or medium, and whether or not subject to copyright. IP includes

1. any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents or software,
  2. rights to inventions, copyright and neighboring and related rights, moral rights, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information,
  3. all other intellectual property rights recognized by law, including any intellectual property right protected by legislation such as patents and copyright or subject to protection under the law such as trade secrets and confidential information whether registered or unregistered and
  4. all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- g.** License refers to the specific permissions to use the Presagis Software.
- h.** Licensee means the person or entity to which Presagis grants the License.
- i.** Licensee Site is the civic address of Licensee's premises set out in the Quote.
- j.** Node Locked License refers to the right to use the Presagis Software from a specific machine or Dongle and to the control mechanism that links the right to use the Presagis Software to the specific machine or Dongle.
- k.** OpenFlight API means the OpenFlight application programming interface and includes software programs and associated data.
- l.** Personnel include full and part time employees, officers, consultants and independent contractors.
- m.** Purpose means the Licensee's own use of the Presagis Software to develop modeling, visualization and/or simulations of real or virtual systems or visual simulation capabilities.
- n.** Presagis Software. Depending on the context "Presagis Software" means all and/or each instance of an implementation of an algorithm, model, and/or methodology, whether in source or object form, of the Presagis proprietary software in the unmodified form provided by Presagis to Licensee. Presagis Software includes each, some or all of i. Presagis proprietary software programs ii. Runtime Software iii. Libraries iv. Databases and model libraries including any and all data and collections of data, whether or not incorporated in Presagis Software v. Documentation, if any vi. the OpenFlight API vii. the CDB API and viii. each Upgrade and each Update, if any.
- o.** Quote means Presagis' written offer to provide Licensee the Presagis Software set out in the offer for the fee set out in the offer under certain conditions, including the time zone from within which the Licensee is entitled to access the Presagis Software.
- p.** Runtime Software means the Presagis Software that is intended to run on a dedicated or virtual operating system.
- q.** Runtime License means the revocable, non-exclusive, personal right to install Runtime Software on a dedicated or virtual operating system so that the Runtime Software is ready-to-run and distribute that Runtime Software after it has been installed and is ready-to-run on a dedicated or virtual operating system.
- r.** Will is used in the SLA when a provision is mandatory.

## **9. Ownership**

**9.1** Presagis owns or has a license to all worldwide right, title and interest in and to the Presagis Software and the IP in connection with the Presagis Software.

**9.2** Presagis is entitled to

- a. embed a security mechanism within the Presagis Software to verify Licensee's compliance with the terms of the SLA,
- b. impose the use of a hardware locking device (Dongle), and /or
- c. use license administration software and/or a license authorization key to control access to the Presagis Software. (Key)

At its discretion, Presagis may replace a lost or damaged Dongle and impose conditions on the replacement including payment of a replacement fee.

## **10. License**

**10.1** The Presagis Software is licensed, not sold, to Licensee.

**10.2** In exchange for Licensee's undertaking to pay the License fees in full within the payment period set out in the Quote (Payment Period), Presagis will grant a temporary License to Licensee and provide Licensee with a temporary Key to the Presagis Software during the Payment Period.

After Presagis has received Licensee's payment of the License fees in full within the Payment Period, Presagis will grant a permanent License to Licensee and provide Licensee with a permanent Key to the Presagis Software.

**10.3** Subject to Licensee's payment of the License fee in full within the Payment Period and its compliance with each provision of the Contract, Presagis grants to Licensee and Licensee accepts a revocable, non-exclusive, personal, non-transferable License to use the Presagis Software in object code form and only for the Purpose.

**10.4** Presagis only grants, and Licensee only acquires, the License set out in the SLA. Licensee is permitted to

- a. use the Presagis Software from a specific machine or dongle if it has paid the License fee for a Node-Locked License, or if it has paid the License fee for a Floating License, from within the UTC time zone of the Licensee Site set out in the Quote and
- b. copy the Presagis Software, or any part of it, only to the extent required to exercise the License.

**10.5** Licensee does not acquire any other rights or permissions either directly, by implication or otherwise. For example but without limit, Licensee is not permitted to

- a. and will not use the Presagis Software to create or develop (or assist in the creation or development of) a product or service that provides the same or substantially the same functionality as a Presagis product or service or that competes, either directly or indirectly, with the Presagis Software, or
- b. transfer the Presagis Software and/or the License to any third party without Presagis' prior written consent which Presagis, exercising its discretion, is entitled to withhold. (Presagis is entitled to grant a right to transfer that is subject to conditions. For example, Presagis is entitled to require the payment of a transfer fee), or
- c. alter or remove any proprietary markings in the Presagis Software, or
- d. modify or work around any Key or copy protection included with or in the Presagis Software, or

- e. reverse engineer, decompile, disassemble, translate, extract, or otherwise attempt to derive a source code equivalent of the Presagis Software unless expressly permitted by applicable law without the possibility of contractual waiver, or
- f. distribute Runtime Software without having first acquired a Runtime License.

#### **10.6 Licensee will**

- a. implement the necessary measures to ensure that the members of its Personnel are bound by and comply with the provisions of the Contract and
- b. ensure that the number of users of the Presagis Software does not exceed the number of users that Licensee has paid for. Presagis reserves the right to inspect the Licensee Site to ensure compliance with this Section.

#### **11. Runtime License**

**11.1** Section 11 of the SLA applies to the Runtime Software, only.

**11.2** After Presagis has received Licensee's payment of the Runtime License fee in full within the Payment Period and subject to Licensee's compliance with each provision of the Contract, Presagis will grant a Runtime License to Licensee.

**11.3** A Runtime License fee is payable for each instance of Runtime Software that is installed and ready-to-run on a dedicated or virtual operating system and before the Runtime License is exercised.

#### **12. License to the OpenFlight API and CDB API**

**12.1** Section 12 of the SLA applies to the OpenFlight API and the CDB API, only. They are referred to separately and together as the API.

**12.2** Presagis grants to Licensee a non-exclusive, worldwide, royalty-free, personal, non-transferable right to use the API to create applications that support it, and distribute the API only in conjunction with Licensee's own products.

**12.3** Despite Section 10.5 a. of the SLA, the License to the API permits Licensee to create or develop (or assist in the creation or development of) a product or service that provides the same or substantially the same functionality as a Presagis product or service or that competes, either directly or indirectly, with the Presagis Software.

**12.4** In connection with its use of the API, Licensee acquires only the rights that are expressly set out in the SLA and this Section 12.

- a. For example but without limit, Licensee is not permitted to sublicense the API or to extract and/or distribute header files, sample code, images, data and documentation (which includes reference manuals, tutorials and programmers guides associated with the API).

#### **13. Audit Rights**

**13.1** Licensee will implement effective software asset management procedures and systems to ensure that its Personnel comply with the provisions set out in the SLA.

**13.2** Self Audits. Presagis is entitled to require an audit of Licensee's use of the Presagis Software. Licensee will provide Presagis, or an independent third party auditor acting on Presagis' behalf, with the written results of Licensee's self-audit (Self-Audit Report) within 30 calendar days (Notice Period) of Presagis' written request. The Self-Audit Report will include the information necessary to allow Presagis or its auditor to verify that the manner and performance of Licensee's obligations under the SLA including the payment of all applicable fees comply with the provision of the SLA. Necessary information includes machine IDs, serial numbers, report logs, user lists and related information.

**13.3** Formal Audits. If Licensee does not perform the self-audit at Presagis' request or fails to provide the Self-Audit Report within the Notice Period or Presagis has reason to doubt the results of the self-audit then, following 10 calendar days from Presagis' notice, Licensee will provide Presagis or its auditor with access to Licensee's Site and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Licensee's obligations under the SLA including the payment of all applicable fees. Presagis is entitled to exercise this right once in each calendar year.

**13.4** If an audit reveals that Licensee has underpaid fees to Presagis then Licensee will be invoiced for, and will pay to Presagis within 30 days of the date of invoice, an amount equal to the shortfall between the then current catalogue fee for the Presagis Software and the amount paid by Licensee. If the amount of the underpayment exceeds five percent (5%) of the fees due or the audit reveals a violation of any license restrictions under the SLA, then without prejudice to Presagis' other rights and remedies, Licensee shall also pay Presagis' reasonable costs of conducting the audit.

**13.5** Any confidential information revealed to Presagis or its auditor in connection with Presagis' audit rights will only be used for the purposes of the audit.

#### **14. Limited Warranty**

**14.1** In consideration of Licensee's payment of the License fee, Presagis warrants only to Licensee that for a period of 90 days from the date of delivery to Licensee (Warranty Period) that

- a. if Presagis provides the Presagis Software on a CD, the CD will be free of defects in materials and workmanship,
- b. the Presagis Software will perform substantially in accordance with the Documentation if it is operated in accordance with the Documentation on the designated operating system(s) and
- c. the Documentation adequately describes the operation of the Presagis Software in all material respects.

**14.2** Licensee, not Presagis, is responsible for

- a. the selection of the Presagis Software,
- b. the installation and use of the Presagis Software,
- c. verifying the results obtained from the use of the Presagis Software and
- d. taking appropriate measures to prevent loss of data.

**14.3** The warranty set out in this Section 14 will not apply if

- a. the Presagis Software has not been used in accordance with the provisions of the SLA or the Documentation,
- b. the issue has been caused by failure of the Licensee to apply Updates, Upgrades or any other action or instruction recommended by Presagis,
- c. the issue has been caused by the act or omission of a third party or
- d. results from any cause outside of Presagis' reasonable control.

**14.4** If Presagis is notified in writing of a breach of the warranty set out in this Section 14 during the Warranty Period then, Presagis, at its option, will either

- a. correct, repair or replace the Presagis Software within a reasonable period of time and/or replace the defective CD at no charge to Licensee or
- b. refund the License fee paid by Licensee following Licensee's return of the Presagis Software.

**14.5** Except for the express warranties set out in the SLA, the Presagis Software is provided AS IS. PRESAGIS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND OBLIGATIONS IN CONNECTION WITH EACH PRESAGIS SOFTWARE, INCLUDING, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, DURABILITY, QUALITY, CONTINUED SUPPLY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, CLEAR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WHETHER ARISING FROM STATUTE, CUSTOM OR USAGE.

ADVERTISING, DOCUMENTATION OR PACKAGING, OR ORAL OR WRITTEN ADVICE BY OR FROM PRESAGIS OR ITS AUTHORIZED REPRESENTATIVE WILL NOT CREATE A WARRANTY.

THIS DISCLAIMER DOES NOT AFFECT ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY PRESAGIS' NEGLIGENCE.

LICENSEE WARRANTS THAT IT HAS NOT RELIED ON ANY REPRESENTATION MADE BY PRESAGIS OR ITS AUTHORIZED REPRESENTATIVE WHICH IS NOT SET OUT IN THE SLA.

**14.6** Presagis' only obligations and Licensee's sole remedy for defect in the CD or failure of the Presagis Software to comply are set out in this Section 14.

**14.7** Maintenance and support services are available to Licensee under Presagis' standard provisions governing Maintenance and Support Services.

## **15. LIMITATION OF LIABILITY**

**15.1** REGARDLESS OF THE BASIS ON WHICH LICENSEE IS ENTITLED TO CLAIM DAMAGES FROM PRESAGIS (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION OR OTHER CLAIM IN CONTRACT, TORT, STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY) PRESAGIS' ENTIRE LIABILITY TO LICENSEE AND/OR ANY THIRD PARTY FOR THE TOTAL OF ALL CLAIMS IN CONNECTION WITH THE PRESAGIS SOFTWARE OR THE CONTRACT WILL NOT EXCEED THE LOWER OF A. THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES OR B. THE AMOUNT OF THE FEES RECEIVED BY PRESAGIS FROM THE LICENSEE UNDER THE CONTRACT. THE LIMIT DOES NOT APPLY TO PRESAGIS' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

**15.2** EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER UNDER NO CIRCUMSTANCES IS PRESAGIS LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY:

- A. LOSS OF, OR DAMAGE TO, DATA
- B. SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL LOSSES OR
- C. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

**15.3** LICENSEE ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY AND REMEDIES IN THE CONTRACT ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN PRESAGIS AND LICENSEE.

**15.4** LICENSEE ACKNOWLEDGES THAT THE FEES ARE BASED ON THE ENFORCEABILITY OF THIS SECTION 15 AND THAT THE FEE WOULD BE SUBSTANTIALLY HIGHER IF PRESAGIS COULD NOT LIMIT ITS LIABILITY AS SET OUT IN THIS SECTION 15.

**15.5** LICENSEE ACCEPTS THIS LIMITATION OF LIABILITY IN EXCHANGE FOR THAT LOWER FEE.

**15.6** TO ELIMINATE DOUBT, LICENSEE AGREES THAT THE FEES ACCURATELY REFLECT THIS ALLOCATION OF RISK.

## **16. Confidential Information**

**16.1** Confidential Information means

- a. the Presagis Software
- b. all data, specifications, software, trade secrets, know-how, processes, methodologies, samples, components, marketing strategies, prices, analyses, compilations, guides and other information or documents prepared by Presagis, its subsidiaries and affiliates and/or its Personnel disclosed by any means and in any form,
- c. any non-public information relating to Presagis' technology, business or finances that was disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential,
- d. any information, whether oral or written, that was identified at the time of disclosure as being either confidential or proprietary.

**16.2** For example, Presagis Confidential Information includes the structure, organization and code embodied in the Presagis Software and Source Code to the Presagis Software.

**16.3** The SLA does not impose obligations on Licensee in connection with Confidential Information that

- a. when disclosed, was available to the public other than through Licensee's fault,
- b. was received by the Licensee without any obligation of non-disclosure,
- c. was disclosed by Presagis to a third party without imposing any duty of non-disclosure on the third party or
- d. is independently developed by the Licensee without using Presagis' Confidential Information.

**16.4** The Licensee will only use the Confidential Information for the Purpose.

**16.5** The Licensee will protect the Confidential Information provided to it by or on behalf of Presagis by using a standard of care that is no less protective of Presagis Confidential Information than the standard that Licensee applies to protect its own valuable and proprietary trade secrets and in all cases, by using no less than a reasonable standard of care.

**16.6** The Licensee is entitled to disclose the Confidential Information only to those of its Personnel who have a need to know the Confidential Information in connection with the Purpose(s) and agreed in writing to protect the Confidential Information in accordance with the SLA before receiving the Confidential Information.

**16.7** The Licensee is entitled to disclose Confidential Information only if and in the manner and to the extent it is required by law or a court order and only after it has promptly notified Presagis in writing.

**16.8** Since each breach of the obligations to protect the Confidential Information is likely to cause Presagis irreparable harm for which money damages would not be an appropriate or sufficient remedy, the Licensee agrees that in addition to all other legal and contractual remedies available to it Presagis is entitled to seek injunctive or other equitable relief to protect its interests without posting bond or other undertaking.

## **17. Infringement**

**17.1** Licensee will promptly notify Presagis when Licensee becomes aware of a claim or action alleging that all or a part the Presagis Software infringes the United States or Canadian IP of a third party. (Infringement Claim)

**17.2** Exercising its discretion, Presagis is entitled to decide whether or not to take action in relation to each Infringement Claim and to control each claim, including whether or not to defend or settle it.

**17.3** Licensee will cooperate and assist Presagis to protect its rights in the Presagis Software.

**17.4** Licensee will not make any admission or settle or take any action in connection with an Infringement Claim without Presagis' prior written consent.

**17.5** If the resolution of an Infringement Claim, whether by definitive settlement or final judgment, prevents Licensee from using the Presagis Software then, at Presagis' discretion and expense, Presagis is entitled to

- a. obtain for Licensee the right to continue using the Presagis Software, or
- b. replace or modify the Presagis Software without substantially compromising its principal functions, or
- c. if a. and/or b. are not reasonably available as decided by Presagis exercising its discretion then Presagis may terminate the SLA and/or the Contract and pay an amount equal to the fee paid by Licensee to Presagis for the Presagis Software less depreciation calculated on a 4 year straight line basis.

**17.6** Presagis will not be liable to Licensee or any third party for Infringement Claims connected with

- a. the combination of the Presagis Software with any product or service that was not provided by Presagis,
- b. Licensee's failure to use the Presagis Software in accordance with the provisions of the SLA or the Documentation,
- c. Licensee's failure to apply Updates, Upgrades or any other action or instruction recommended by Presagis,
- d. acts or omissions of a third party or
- e. any cause outside of Presagis' reasonable control.

**17.7** This Section 17 sets out Presagis' entire liability and Licensee's exclusive remedy for Infringement Claims.

## **18. Term**

If Presagis receives Licensee's payment of the applicable fee within the Payment Period, then the term of the SLA will start on the date Presagis provided Licensee with the temporary Key to the Presagis Software (Effective Date).

The SLA will end when it is terminated in accordance with the provisions of the Contract.

## **19. Termination**

**19.1** Presagis is entitled to terminate the SLA without delay, at any time, by sending a written notice to Licensee, if

- a. Licensee materially breaches, or fails to punctually perform, any of its obligations under the Contract and the breach or the failure persists for 30 days after receiving Presagis' written notice,
- b. Licensee is unable or fails to pay its debts,
- c. Licensee is unable or fails to perform its obligations in the ordinary course of business,
- d. Licensee makes an assignment for the benefit of creditors,



e. insolvency proceedings are brought against Licensee or

f. an event similar to any of the events set out in b., c., d. or e. occurs to Licensee in any jurisdiction in which it is incorporated, resident, carries on business or has assets.

**19.2** On the last effective day of the SLA, all rights granted to Licensee will end and Licensee will immediately stop its use of the Presagis Software and Confidential Information.

**19.3** On the last effective day of the SLA, Licensee will immediately return each Dongle and return or destroy each copy of the Presagis Software and/or delete each copy from its computers and archives. Licensee will have one of its officers certify in writing that each Dongle and each copy has been returned, destroyed or deleted.

## **20. Export**

Licensee will comply with all applicable laws and regulations including in connection with the import into, use of the Presagis Software in and/or the export from, the country in which Licensee Site is located.

Presagis Software will not be disclosed, downloaded or otherwise exported or re-exported directly or indirectly into any country against which the United States or Canada has a trade embargo or to a national or resident of any of those countries.

Export or re-export of the Presagis Software may be prohibited to any organization or company that is listed (1) on the United States Department of Treasury Office of Foreign Assets Control lists of Specially Designated Nationals, Terrorists and Narcotic Traffickers (2) on the United States Department of Commerce Entities List, Table of Denial orders or Denied Party Lists (3) as a prohibited country by the U. S. State Department or (4) on the Canadian Area Control List.

## **21. United States Government Restricted Rights**

If Licensee is acquiring the Presagis Software on behalf of, or for use by, a unit or agency of the U.S. Government (U.S. Government) or by any prime contractor or subcontractor at any tier under any agreement with the U.S. Government, then it is deemed to be "commercial computer software" and "commercial computer software documentation", as the case may be, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable.

Any technical data that Licensee acquires that is not covered by DFARS Section 227.7202 and FAR Section 12.212, is deemed to be "technical data-commercial items" pursuant to DFARS Section 252.227-7015.

Any use, change, reproduction, release, performance, display, or disclosure of the Presagis Software by the U. S. Government will be governed by the provisions of the SLA only and is prohibited.

Presagis is not obliged to comply with any Government requirements regarding cost or pricing data or cost accounting requirements.

Before Licensee provides the US Government with access to the Presagis Software, it will notify Presagis of any US Government requirements affecting the Presagis Software, including Presagis' rights in the Presagis Software and obtain an exemption from them for Presagis.

## **22. Governing Law**

**22.1** If the Presagis Software set out in the Quote was shipped to Licensee from a Presagis office located in an American state then the SLA, and each dispute connected with that Presagis Software, will be governed by, and both Presagis and Customer submit to the exclusive jurisdiction of, the competent courts of the city of Orlando, Florida in accordance with the laws of the state of Florida as applied to agreements entered into and to be performed entirely within that state between residents of the city of Orlando. Customer waives any objections to the personal jurisdiction of the courts in that state.

**22.2** In all other cases the SLA, and each dispute connected with the Presagis Software, will be governed by, and both Presagis and Customer submit to the exclusive jurisdiction of, the competent courts of the Province of Quebec, Canada in accordance with the laws of that province, as applied to agreements entered into and to be performed entirely within Quebec between residents of the city of Montreal, Province of Quebec. Customer waives any objections to the personal jurisdiction of the courts of the Province of Quebec.

**22.3** In all cases, the applicable law excludes any conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods.

**22.4** Because any controversy that may arise under the SLA, is likely to involve complicated and difficult issues, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action in connection with the SLA.

### **23. Dispute Resolution**

With the exception of an action that primarily seeks injunctive relief under Section 16.8 of the SLA, each dispute between Presagis and Customer in connection with the SLA will be submitted promptly for discussion and resolution to an *ad hoc* committee made up of one representative from each organization. Each representative will be at a more senior management level than the person responsible for administering the SLA within their respective organizations and with sufficient authority to resolve the dispute.

If the dispute is not resolved within 15 days from the day it was first submitted to the *ad hoc* committee then either Party will be entitled to bring the dispute before the competent court in accordance with Section 22 of the SLA.

### **24. GENERAL**

**a. Currency.** Each reference to currency or payment or both is a reference to the currency of the United States of America.

**b. Severability.** If any provision of the SLA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the SLA will continue to be in effect.

**c. Force Majeure.** Neither Party will be liable for any delay or failure due to causes beyond its reasonable control. This Section 24.c does not apply to Licensee's payment obligations.

**d. Notices.** Each notice or consent or both required or permitted by the SLA will be in writing and delivered personally, by certified or registered mail, return receipt requested or by messenger service, to the address set out in the sales quote in the case of Presagis and to the address set out in the purchase order in the case of Licensee. A copy of each notice to Presagis will also be sent to the attention of the Director of Legal Services. Each notice or consent or both will be effective when it is received.

**e. Transfer.** Licensee is not permitted to assign or otherwise transfer one, some or all of its rights or obligations under the SLA without Presagis' prior written consent which Presagis, exercising reasonable discretion, is entitled to withhold. If Presagis consents, then the SLA will bind Licensee's transferee.

**f. Waiver.** A modification to the SLA or a waiver of any rights under the SLA will not be effective unless it is in writing and signed by both Presagis and Licensee.

**g.** Presagis and Licensee will each take (or cause to be taken) all reasonable steps to execute the documents and provide the assistance that may be reasonably required to give effect to the provisions of the SLA.

**h. Third Party Claims.** The SLA is only for the benefit of Presagis and Licensee. Neither Party intends to give any rights or remedies to any other person or entity.

**i. Survival.** Sections 9, 10 and 14 through 18 of the SLA, Licensee's payment obligations and any other provision of the Contract which, by its nature, is intended to survive, will survive the end of the SLA and/or the Contract.

**J.** No action, regardless of form, arising out of the SLA may be brought by Licensee more than 2 years after the cause of action has arisen.

**k.** Interpretation. The section headings and the division of the SLA into sections are for convenience only and not intended to affect the meaning or interpretation of the SLA. The singular includes the plural and vice versa and the reference to one gender is a reference to all genders.

**l.** Each Party accepts the provisions of the SLA by signing it by hand or, where recognized by law, electronically. Once signed any copy of the SLA made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original, to the extent permitted by applicable law.

**m.** The SLA is the complete agreement in connection with Licensee's acquisition and use of the Presagis Software. It replaces any prior oral or written communications between them in connection with Licensee's acquisition and use of the Presagis Software.

**n.** Presagis and Licensee each declare that it has the legal right to enter into the SLA and fulfill its obligations set out in the SLA.

**o.** Presagis and Licensee each declare that it has requested that the SLA be drawn up in the English language. *Les parties aux présentes reconnaissent que chacune d'elles a exigé que cette convention et tous documents s'y rattachant soient rédigés en anglais.*