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1. **License and Use**
   1. Subject to the terms and conditions of this Agreement, NetDexterity grants to the Licensee a non-exclusive license to use the Application in accordance with its terms (the “License”). The License for the Application includes use of the NexDexterity Software together with any Documentation provided by NetDexterity. ***The License granted in this Agreement is restricted to use by the Licensee solely for the single e-mail address associated with the Application.*** Further, the License granted in this Agreement is restricted to use by the Licensee solely for its own internal operation to process its own data or the data of an Affiliate, and not for processing the data of others for hire.
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   2. All Confidential Information shall remain the sole and exclusive property of the party making the disclosure, and may be used by the recipient and its employees and agents solely to permit the recipient to perform its obligations under this Agreement. The parties agree that they will use the same degree of care to protect the Confidential Information they receive as they use to protect their own confidential information.
   3. Licensee acknowledges that the Application is NetDexterity’s Confidential Information and contains trade secrets and proprietary information belonging to NetDexterity and/or its Affiliates and that the presence of any copyright notices on the medium containing the Software does not constitute publication or otherwise impair the confidential nature thereof. The Licensee shall implement all reasonable measures necessary to safeguard NetDexterity’s ownership in, and the confidentiality of the Application, including, without limitation: (a) ) prohibiting the copying and use of the Application except as permitted in Section 2, License and Use; (b) prohibiting the removal or alteration of any copyright or confidentiality labels or notices contained in the Application; and (c) where licensed by Licensee for use by Licensee’s employees, allowing its employees, agents and third parties access to the Application but only to the extent necessary to permit the performance of their ordinary services to Licensee; (d) ensuring that as a condition to the access described in (c) above, that such persons comply with the provisions of this Agreement including subsection (a) and (b) above and including this Section 5, Confidential Information; and (e) fully cooperating with NetDexterity to the extent required by it in the enforcement of such compliance by the Licensee’s employees, agents and third parties.
   4. Licensee acknowledges that use or disclosure of the Application in violation of this Agreement may cause irreparable harm to NetDexterity. Therefore, Licensee agrees that without limiting any other rights and remedies, including collection of monetary damages, in the event of a perceived breach by the Licensee of this Section 5 or Section 2, NetDexterity shall be entitled to seek immediate injunctive relief without posting of a bond.
   5. Notwithstanding the foregoing, Licensee agrees not to disclose the Application to any service bureau, outsourcer or other third party whose primary function shall be to provide the Licensee with day-to-day management and /or support responsibility of the Application without the prior express written consent of NetDexterity.

**6. Audit**

6.1 During the Term of this Agreement and for 12 months thereafter: (a) Licensee shall maintain electronic and/or other records sufficient for NetDexterity to confirm that Licensee has complied with this Agreement; (b) Licensee shall make available to NetDexterity, upon NetDexterity’s request, copies of Licensee’s Application login accounts (with all personal data and other information that could identify a specific individual removed) and records of the location of the Application; (c) NetDexterity may audit Licensee’s records, devices and computer systems to ensure Licensee has complied with this Agreement, and (d) Licensee shall promptly and accurately complete and return any self-audit questionnaire supplied by NetDexterity along with a certification by Licensee or, if applicable, an officer of Licensee confirming that Licensee's responses to the questionnaire accurately and fully reflect Licensee's usage of the Application. Licensee will promptly reply to audit confirmation requests from NetDexterity’s internal or external auditors. Each audit shall be conducted during regular business hours at Licensee’s facilities and, if applicable, shall not interfere unreasonably with Licensee’s business. NetDexterity shall provide Licensee with seven (7) days prior notice of each audit. Licensee shall co-operate with NetDexterity's audit team, provide access to Licensee records, and allow NetDexterity to make and remove copies of Licensee records for the above purposes.

6.2 If at any time Licensee is out of compliance with the Application Licenses granted hereunder, Licensee will be deemed to have acquired additional Application Licenses at NetDexterity’s then-current list price License Fees to the extent necessary to bring Licensee into compliance, and Licensee must immediately pay: a) the applicable License Fees, b) the Applicable Taxes, and c) if the Licensee has received Maintenance and Support under a separate Maintenance and Support Agreement, the Maintenance and Support Fees related to the period during which Licensee was using the Application in an unlicensed fashion. If any audit reveals that Licensee has failed to comply with this Agreement, Licensee shall also make payment to NetDexterity of all audit and other costs incurred by NetDexterity in performing the audit.

1. **Term and Termination**

6.1 NetDexterity shall have the right to terminate any agreements between NetDexterity and the Licensee for cause, upon written notice, if Licensee breaches any of its obligations under any agreement between the parties, and thereafter fails to cure such breach to the reasonable satisfaction of NetDexterity within 7 business days following the Licensee’s receipt of such notice of termination in case of a “serious Breach” (as determined by NetDexterity is its unfettered discretion), or within 21 business days of any other form of breach. Upon termination of this Agreement for any reason, the Licensee shall, within 3 business days from the effective date of such termination: (a) purge the Application(s) all systems with which the Application is used; (b) return to NetDexterity all copies of the Application; (c) pay all charges, Fees, expenses and taxes incurred prior to the effective date of termination, and (d) certify to NetDexterity in writing by Licensee or, if applicable, an officer of the Licensee that it has complied with the foregoing obligations. The termination of this Agreement shall not extinguish or diminish Licensee’s obligation under Section 5 to maintain the confidentiality of the Application, which obligation shall continue and survive termination of this Agreement.

1. **Remedy Limitations.**

**7.1 IN NO EVENT SHALL NETDEXTERITY BE LIABILE FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF THE USE OF THE SOFTWARE, LOSS OF DATA, OR INTERRUPTION IN ITS USE OF AVAILABILITY, STOPPAGE OF OTHER WORK, OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY IN TORT OR OTHERWSIE, AND WHETHER BASED ON THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT OR ANY TRANSACTION PERFORMED OR UNDERTAKEN UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

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1. **Assignment.** 
   1. This Agreement is personal to Licensee and neither this Agreement nor any of Licensee’s rights or duties hereunder shall be assigned, sublicensed, sold, or otherwise transferred by Licensee, including to any successor-in-interest, without NetDexterity’s prior written consent in its sole discretion
2. **Governing Law and Jurisdiction**

9.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed exclusively by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. The parties hereto submit to and irrevocably agree that the courts of the Province of Ontario have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

1. **General and Miscellaneous**
   1. The Licensee shall not disclose the terms and conditions of this Agreement to third parties (except the Licensee’s auditors, legal counsel or third parties whose review is mandated by law) without the prior written authorization of NetDexterity. NetDexterity may announce the entering into of this Agreement with the Licensee in a press release and refer to its business relationship with Licensee in marketing literature and other publications.
   2. NetDexterity is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.
   3. NetDexterity may, upon written notice to the Licensee, withhold the provision of any obligation hereunder if the Licensee is deemed to be in breach of any agreement with NetDexterity.
   4. NetDexterity may, in its discretion and at any time, modify these terms and conditions by posting the amended terms at [apps@netdexterity.com](mailto:apps@netdexterity.com). You will be deemed to have accepted such changes by continuing to use the Application. Except as otherwise expressly stated, all amended terms shall automatically be effective immediately when posted. The terms and conditions of this License shall not be otherwise amended except in writing (not an email) signed by you and NetDexterity.
   5. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the remainder of this Agreement, unless NetDexterity, acting in good faith, deems the unenforceable provision to be essential, in which case NetDexterity may terminate this Agreement effective immediately upon written notice to the Licensee.
   6. The Licensee acknowledges that it has read this Agreement, understands it and agrees to be bound by it. The Licensee further agrees that this Agreement is made for the benefit of the parties to it and (to the extent not prohibited herein) their successors and permitted assigns, and is not intended to benefit or be enforceable by anyone else.
   7. This Agreement contains the entire agreement and understanding of the parties as to the subject matter hereof and merges and supersedes all prior discussions and agreements with respect thereto.

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