

## **AkiCentral End User License Agreement (EULA)**

**AkiCentral** (“**Groupe AkiSens**”) provides: a user account website that may be accessed at [www.akicentral.com](http://www.akicentral.com) (the “Site”), services accessible through the Site (“Web Apps”), software that may be downloaded to your smartphone or tablet to access services (“Mobile Apps”), and software embedded on the Products (and any updates thereto) (“Product Software”) all for use in conjunction with AkiSens hardware products (“Products”). The term “Services” means the Site, Web Apps and Mobile Apps.

These Terms governs your access to and use of the Services, the Products and the Product Software. Please read these Terms carefully. The term “you,” as used in these Terms, means any person or entity who accesses or uses the Services or Products and any person or entity who creates an Account and accepts these Terms.

These terms constitute a legal agreement. By acknowledging the agreement or by accessing and using the Services (including the Sites) and the Product, you are accepting and agreeing to these terms on behalf of yourself or the entity you represent in connection with the access. You represent and warrant that you have the right, authority, and capacity to accept and agree to these terms on behalf of yourself or the entity you represent. You represent that you are of sufficient legal age in your jurisdiction or residence to use or access the services and product software and to enter into this Agreement.

IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD DISCONNECT YOUR PRODUCTS FROM YOUR ACCOUNT (CONTACT US) AND CEASE

ACCESSING OR USING THE SERVICES AND PRODUCT SOFTWARE. THESE TERMS DESCRIBE IMPORTANT LIMITATIONS OF THE SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING THEM AND ACCEPTING THEM.

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Please read this End-User License Agreement (the "Agreement") carefully before clicking the "Connexion" button, using AkiCentral ("Application").

By clicking the "Connexion" button, using the Application, You (the "Customer") are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between Customer and **AkiCentral** and it governs your use of the Application made available to Customer by **AkiCentral**.

If you do not agree to the terms of this Agreement, do not click on the "Connexion" button and do not use the Application.

### **Concerning the wording of this Agreement**

When **AkiSens** provides translation of the English-language version of the Agreement, Customer agrees that the translation is provided to Customer only as a convenience and that the English-language version of this Agreement governs Customer's relationship with **AkiSens**. In case of contradiction between the English-language version of the agreement and its translation, priority is given to the English version.

### **Grant of License Groupe**

**AkiSens Inc** grants Customer a revocable, non-exclusive, non-transferable, non-sublicensed, limited license to download, install and use the application strictly in accordance with the terms of this agreement.

### **Restrictions**

Customer shall not, directly or indirectly (i) sell, rent out, lease, license, distribute, market, exploit the Product or any of its parts commercially, (ii) reverse engineer, decompile, disassemble, adapt, reproduce, or create derivative works of this Product in whole or in part; (iii) create, use and/or distribute "auto", "trainer", "script" or "macro" computer programs or other "cheat" or "hack" programs or software applications for this Product; (iv) remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within this Product and (v) export or re-export this Product or any copy of adaptation in violation of any applicable laws or regulations.

## **Intellectual Property (OWNERSHIP)**

All title(s), ownership rights and intellectual property rights including, without limitation, copyrights, patents, trademarks, trade secrets and other intellectual property rights in and to the Product and any and all copies thereof are owned by **Groupe AkiSens Inc**, and shall remain, the sole and exclusive property of **AkiSens**.

This License confers no title or ownership whatsoever in the Product and should not be construed as a sale of any rights of the Product.

## **Modifications to Application**

AkiSens reserves the right to modify, suspend or discontinue, temporarily or permanently, the application or any service to which it connects, with or without notice and without liability to the Customer.

## **Updates to Application**

**AkiSens** may from time to time provide enhancements or improvements to the features/ functionality of the application at its entire discretion, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the application.

Customer agrees that **Groupe AkiSens Inc** has no obligation to (i) provide any updates, or (ii) continue to provide or enable any particular features and/or functionalities of the application to the Customer. Customer further agrees that all updates will be (i) deemed to constitute an integral part of the application, and (ii) subject to the terms and conditions of this agreement.

## **Third-Party Services**

The application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("Third-Party Services"). Customer acknowledges and agrees that **AkiSens** shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. **Groupe AkiSens Inc** does not assume and shall not have any liability or responsibility to Customer or any other person or entity for any

Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to Customer and Customer's access and use them entirely at Customer's own risk and subject to such third parties' terms and conditions.

## **Privacy Policy**

**AkiSens** collects, stores, maintains, and shares information about Customers in accordance with its Privacy Policy. By accepting this agreement, Customer hereby acknowledges that Customer hereby agrees and consent to accept the terms and conditions of our **AkiSens\AkiCentral's** Privacy Policy as well.

## **Duration and Termination**

This agreement shall remain in effect until terminated by Customer or **AkiSens**. **AkiSens** may, in its sole discretion, at any time and for any or no reason, suspend or terminate this agreement with or without prior notice.

This agreement will terminate immediately, without prior notice from **AkiSens**, in the event that Customer fails to comply with any provision of this agreement. Customers may also terminate this agreement by deleting the application.

Upon termination of this agreement, Customer shall cease all use of the application. The termination of this agreement will not limit any of **AkiSens** rights or remedies at law or in equity in case of a breach by Customer (during the term of this agreement) of any of Customer's obligations under the present Agreement.

## **Indemnification**

Customer agrees to indemnify and hold AkiSens and its parent companies, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of Customer: (a) use of the application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

## **No Warranties**

The application is provided to Customer "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, **AkiSens Group** Inc, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out, of course, of dealing, course of performance, usage or trade practice. Without limitations to the foregoing, AkiSens provides no warranty or undertaking, and makes no representation of any kind that the application will meet Customer requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither AkiSens nor any provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of **AkiSens** are free of viruses, scripts, Trojan horses, worms, malware, time bombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to customers.

## **Limitation of Liability**

Notwithstanding any damages that Customer might incur, the entire liability of AkiSens and any of its suppliers under any provision of this agreement and Customer exclusive remedy for all of the foregoing shall be limited to the amount actually paid by Customer for the application.

To the maximum extent permitted by applicable law, in no event shall **AkiSens** or its suppliers be liable for any special, incidental, indirect, or consequential damages

whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the application, third-party software and/or third-party hardware used with the application, or otherwise in connection with any provision of this agreement), even if **AkiSens** or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose. Some provinces, states and/or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Customers.

### **Severability**

If any provision of this agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Amendments to this Agreement**

**AkiSens** reserves the right, at its sole discretion, to modify or replace this agreement at any time.

By continuing to access or use our application after any revisions become effective, Customer agrees to be bound by the revised and amended terms. If Customers do not agree to the new terms, Customers are no longer authorized to use the application.

### **Governing Law**

The laws of Quebec, Canada, excluding its conflicts of law rules, shall govern this agreement and Customer use of the application. Customer use of the application may also be subject to other local, state, national, or international laws.

### **Entire Agreement**

The Agreement constitutes the entire agreement between Customer and **AkiSens** regarding Customer use of the application and supersedes all prior and contemporaneous written or oral agreements between Customer and **AkiSens**. Customers may be subject to additional terms and conditions that apply when Customer uses or purchases other **AkiSens**' services, which **AkiSens** will provide to Customer at

the time of such use or purchase.