

# SUPPLYLENS LICENSE

LYTICA INC.

PLEASE READ THE TERMS AND CONDITIONS BELOW  
BEFORE ACCEPTING THE LICENSE

BY CLICKING THE “ACCEPT” BUTTON, CUSTOMER INDICATES CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS OF THIS CONTRACT (THE “CONTRACT”) GOVERNING CUSTOMER’S USE OF THE SUPPLYLENS CLOUD SERVICE (THE “SERVICE”). IF YOU ARE ENTERING INTO THIS CONTRACT ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY AND IN WHICH CASE “CUSTOMER” REFERS TO THE ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, NO CONTRACT WILL BE CONCLUDED.

## 1. License Grant and Restrictions

(a) Subject to the terms of this Contract, upon Customer’s payment of all required fees in connection with the Service, Lytica Inc. (“Lytica”) hereby grants Customer a non-exclusive, non-transferable, right to use the SUPPLYLENS cloud application (the “SERVICE”) solely for Customer’s own purposes and subject to the terms and conditions of this Contract. Customer shall not license, sublicense, sell, transfer, assign, or distribute the Service; or translate, reverse engineer, decompile or disassemble any software applicable to the Service, or otherwise attempt to derive the source code of such software.

(b) Customer will be solely responsible, at Customer’s expense, for acquiring, installing, and maintaining all connectivity equipment, hardware, software, and other equipment as may be necessary to connect to, access and use the Service. Customer will comply with Company’s then-current minimum hardware, equipment, and infrastructure requirements for access to and use of the Service that may be disclosed to Customer by Company.

## 2. Term

(a) A free trial will stay active until Customer uses all 50 free searches that are provided upon the free registration. Customer will then still have access to the free account to view the data but will not be able search new components until Customer upgrades to a paid account. The data Customer searched in the free account will be moved over to the paid account so the information is not lost.

(b) Customer with a paid account will have access to and use of the Service for period of one month or one (1) year (the “Subscription Term”) as selected by Customer. This Contract will automatically renew for additional periods of the same duration as the Subscription Term, unless either party requests termination at least five (5) days before the end the then-current monthly term or thirty (30) days before the end of the then-current yearly term. All payment obligations are non-cancelable and all amounts paid are non-refundable. Lytica reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days’ prior notice to Customer, which notice may be provided by email.

## 3. Lawful Use

Customer shall abide by all applicable federal, state or provincial, and local laws and regulations in connection with Customer’s use of the Service.

#### **4. Intellectual Property Rights**

Lytica and its licensors own all right, title and interest to the Service. The Customer's use of the Service is a license, not a sale, and does not convey to Customer any rights of ownership to the Service. Customer does own the report produced for it through use of the Service and may reproduce it for internal distribution and distribution to affiliates of Customer, but not to third parties. "Lytica", "SUPPLYLENS" and other product names and logos are trademarks of Lytica and no right or license is granted to CUSTOMER to use them.

#### **5. Representations and Warranties**

Each party represents and warrants that it has the legal power and authority to enter into this Contract. Customer expressly acknowledges that Lytica collects data from a number of sources and that Lytica has no means to, and does not, warrant the validity or genuineness of all the data so collected and makes no representation as to the accuracy of the data or report produced by the Service.

#### **6. Disclaimer of Warranties**

LYTICA AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTY, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR ACCURACY OF THE SERVICE. LYTICA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS (B) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (C) ERRORS OR DEFECTS WILL BE CORRECTED, OR (D) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LYTICA AND ITS LICENSORS.

#### **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL LYTICA BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA, PUNITIVE, EXEMPLARY, AGGRAVATED OR ECONOMIC DAMAGES, ARISING OUT OF THE PRODUCTS OR SERVICES PROVIDED BY Lytica OR OTHERWISE RELATED TO THIS CONTRACT, EVEN IF LYTICA OR ANY OF ITS LAWFUL AGENTS, CONTRACTORS, OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO CASE WILL LYTICA'S TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE) BE FOR MORE THAN THE AMOUNT CUSTOMER ACTUALLY PAID FOR THE SERVICE IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO LIABILITY.

#### **8. Miscellaneous**

(a) Entire Agreement and Governing Law. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements between the parties with respect thereto. This Contract will be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein.

(b) Language of Contract. The parties to this Contract acknowledge having required that this Contract as well as all notices, documents or agreements related to this Contract be drafted in English. Les parties aux présentes reconnaissent avoir exigé que la présente convention ainsi que tous avis, documents ou ententes s'y rapportant soient rédigés en anglais.