Vokeso
EULA – End User License Agreement

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This End-User License Agreement ("EULA" or "Agreement") is between your organization ("You" or "Customer") and Vokeso ("Publisher"), from which you are procuring services, solutions, infrastructures, platforms, and products ("Applications") and governs your use of Publisher's Applications.

This Agreement is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous agreements. By agreeing to these terms, you represent and warrant that you have the authority to accept this Agreement, and you also agree to be bound by its terms.

By downloading, installing, or using the Application, You are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not download, do not install, and do not use the Application.

1. Relevant Applications

This EULA currently applies to the following Application(s):

a. VokBIL

2. License Grant

The Application is licensed and not sold. Subject to Your compliance with the terms of this EULA (including payment of any and all applicable fees), Publisher grants You a revocable, non-exclusive, non-transferable, limited right to install and use one instance of the Application on a server, virtual machine or cloud tenant ("System") owned and/or paid for by You, and to access and use the Application on such System strictly in accordance with the terms and conditions of this License.

3. Duration of Licenses

The Application is provided to you based on the payment (if any) for Your subscription to a license. Licenses will expire at the end of the application subscription period, unless renewed.

4. Reservation of Rights

The Publisher reserves all rights not expressly granted in this Agreement.

5. Restriction on Use

You shall use the Application strictly in accordance with the terms of the Agreement and shall not:

(1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application;

(2) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application;

(3) violate any applicable laws, rules or regulations in connection with your use of the Application;

(4) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark or logo) of Publisher or its affiliates, partners, suppliers or the licensors of the Application;

(5) use the Application for any purpose for which it is not designed or intended unless being authorized in writing to do so by Publisher;

(6) publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense the Application unless being authorized in a written agreement to do so by Publisher;

(7) install more than one instance of the Application per license;

(8) use the Application to create a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Publisher unless being authorized in writing to do so by Publisher;

(9) defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any third party in defeating or circumventing controls on the use of copies of the Application;

(10) use any proprietary information or interfaces of Publisher or other intellectual property of Publisher in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Application.

6. Intellectual Property

The Application and documentation are the intellectual property of Publisher and are protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Application is being used. The structure, organization and computer code of any Application are valuable trade secrets and confidential information of Publisher.

To the extent you provide any comments or suggestions about the Application to Publisher, you grant Publisher the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to you and without your approval of such retention or use.

Your use of an Application does not grant you any rights or title to any intellectual property rights in the Application or documentation. All rights to the Application and documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by Publisher.

7. Technical Support

Support services for the Application will be provided by Publisher only if You have paid all fees associated to them. At its sole discretion, Publisher may or may not decide to include bug fixes, enhancements or patches into a specific Application version. You may need to upgrade to a specific version of the Application to benefit from bug fixes, enhancements or patches. Publisher may or may not update or remove any versions of the Application for any or no reason with or without prior notice.

8. Infringement Acknowledgment

You acknowledge and agree that, in the event of a third party claim that the Application or Your possession or use of the Application infringes any third party's intellectual property rights, You (and not Publisher) will be responsible for the investigation, defense, settlement and discharge of any such claim of intellectual property infringement. You will, however, promptly notify Publisher in writing of such a claim.

9. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PUBLISHER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PUBLISHER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PUBLISHER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

10. Privacy

Publisher only collects and uses the information that is strictly necessary to provide You with the Application and its License and to interact with you, including, but not limited to, Your organization name, unique identifiers, and email addresses.

Publisher does not gather any information on Your usage of the Application unless You expressly made a request for technical support and granted Publisher access to Your System for this purpose. In this scenario, the information will only be used to provide You with technical support services and shall be treated as confidential.

11. Exclusions and Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PUBLISHER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Publisher's total liability to you for all damages exceed the amount You paid for Your license during the 12 months before the incident.

12. Audit

Publisher reserves the right to audit Your use of paid Applications no more than once annually at Publisher's expense. Publisher shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hours of Your facilities and shall not unreasonably interfere with Your business activities. If such audit reveals that You have underpaid fees to Publisher, You shall promptly pay to Publisher such fees for any underpayment at the prices previously agreed for the Application. If such audit reveals that You have overpaid fees to Publisher, Publisher shall promptly credit to You any overpayment at the prices previously agreed for the Application.

13. Force Majeure

Publisher shall not be responsible for any delay or failure in performance of any or all of its obligations under this Agreement caused by any act, omission, or event beyond Publisher's reasonable control.

14. Governing Law

This Agreement is governed by and construed in accordance with the laws applicable in the Province of Quebec, Canada.

The courts sitting in the judicial district of Montreal, Province of Quebec, Canada, shall have jurisdiction to hear any claim or other proceeding arising in connection with this Agreement.

15. Severability

Should any provision of this Agreement be deemed contrary to applicable law and/or unenforceable by any court of competent jurisdiction, such provision shall be considered severed from this Agreement, but all remaining provisions shall continue in full force.

16. Term and Termination

a. **Term.** This Agreement is effective until terminated by a party, as described below.

b. **Termination without cause.** Unless otherwise set forth in a service agreement between You and Publisher, either party may terminate this Agreement or any subscription without cause upon 60 days' notice. Licenses granted on a subscription basis will continue for the duration of the subscription period, subject to the terms of this Agreement. Publisher will not provide refunds or credits for any partial subscription period if the Agreement is terminated without cause.

c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement immediately upon notice if (i) the other party materially breaches the Agreement, and fails to cure the breach within 30 days after receipt of notice of the breach; or (ii) the other party becomes insolvent. Upon such termination, the following will apply:

    1. All licenses granted under this Agreement will terminate immediately.
    2. All amounts due under any unpaid invoices will become due and payable immediately.
    3. If Publisher is in breach, Customer will receive a credit for any subscription fees for any usage period that is after the termination date, including amounts paid in advance.

d. **Suspension.** Publisher may suspend use of the Application without terminating this Agreement during any period of material breach. Publisher will give Customer reasonable notice before suspending the Application. Suspension will only be to the extent reasonably necessary.

e. **Survival.** The terms of this Agreement that are likely to have application to events that may occur after the termination or expiration of this Agreement, will survive termination or expiration, including all indemnity obligations and procedures.

17. Independent Contractors

The parties are independent contractors. Customer and Publisher each may develop products independently without using the other's Confidential Information.

18. Agreement Not Exclusive

Customer is free to enter into agreements to license, use, and promote the services of others.

19. Notices

Notices must be in writing and will be treated as delivered on the email transmission date. Notices to Publisher must be sent by email to info@vokeso.com. Notices to Customer will be sent to the email address of the individual Customer identified as the contact for notices.

Alternatively, notices to Publisher can be mailed to the following address: 825 Blvd. Yvon-L'Heureux, P.O. Box 23562, Beloeil, Quebec, J3G 6M2, Canada. They will be treated as delivered on the date the letter is read.

20. Amendment

Publisher may amend this Agreement at any time by notice provided to you in accordance with this Agreement, and your continued use of any affected Application at any point at least 30 days after the notice date will constitute your acceptance of the amendment of this Agreement. If you decline to accept the amended Agreement, Publisher may terminate your use of such affected Application, in which case you may obtain a refund for the portion of the subscription fee you have paid for the unexpired or unused portion of the subscription period.