

NOTICE

BY DOWNLOADING OR USING LEDDARTECH'S SOFTWARE, YOU (ALSO REFERRED TO AS THE "USER") AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER, THE LICENSE GRANTED AND RESTRICTIONS AND LIMITATIONS RECITED HEREIN APPLY TO YOUR EMPLOYER AS WELL AS TO YOU AS A REPRESENTATIVE OF YOUR EMPLOYER. SHOULD YOU CEASE WORKING FOR YOUR EMPLOYER, YOUR EMPLOYER MAY CONTINUE TO OPERATE UNDER THIS AGREEMENT.

1. General. This End-User License Agreement supersedes any other agreement, including any existing agreements on any LeddarTech Inc. ("LeddarTech") products, with respect to the Software specifically (the "Software").

2. Definitions

Unless otherwise specifically provided herein, the following terms shall have the following meaning:

"Agreement": shall mean this End-User License Agreement;

"Documentation": shall mean all printed and digital materials supplied in connection with the Software, including any user documentation, training documentation or technical information and briefings. Such documents may be available in digital form only and be provided by email, secured logins or any other means deemed appropriate by LeddarTech;

"Product(s)": shall mean all LeddarTech products referenced on the LeddarTech website at www.leddartech.com and related components;

"Software": shall mean any software on which LeddarTech applies this license;

"User Machine(s)": shall mean a workstation, desktop or laptop owned, loaned to or leased to User and located in a User-controlled facility, location or property or used in respect of equipment to which User has authorized access;

"Intellectual Property": shall mean intellectual property and all rights (whether registered or unregistered) regarding intellectual property that are or may be granted or recognized under any legislation regarding, but not limited to, inventions, patents (including all divisions, continuations, reissues or extensions thereof), designs, industrial designs and design patents, trademarks, tradenames, trade dress, logos, works of authorship, copyrights, processes, licenses, know-how, technology, data, chemical structures, formulae, discoveries, trade secrets, proprietary information and all other rights and intellectual property now or hereafter owned, held and/or used by LeddarTech.

3. License

3.1 Object of the License. Subject to User's compliance with the terms and conditions hereof, LeddarTech hereby grants a perpetual, limited, non-exclusive and non-transferable license to the User allowing the use of the Software and the related Documentation, as the case may be, in connection with the Products only. The license hereof allows the User to make a reasonable number of copies or downloads of the Software for testing, production, redundancy, disaster recovery, help desk and internal support. It is hereby understood and agreed that the license granted hereunder does not allow the User to access the source code of the Software.

3.2 Conditions of the License. Subject to the terms and conditions of this Agreement, including section 3.1 hereof, LeddarTech grants the User with a license to:

(a) install and store the Software on User's User Machines exclusively and strictly for the conduct of User's internal projects; and

(b) use the Software, in object code form only on the authorized User Machines, for the sole

purpose of internally operating and controlling the Products.

3.3 Documentation. The User may make a reasonable number of copies of the Documentation to be used by employees of the User for internal User's use of the Software only to operate and control the Products and not for general business purposes or for distribution by any means, and such employees shall abide by the terms of this Agreement.

3.4 Third-Party Hardware/Software. User acknowledges and agrees that third-party hardware and equipment and third-party software are or may be required in connection with User's authorized use of the Software hereunder, including operating system software, cabling, peripherals and a User Machine installed with such operating system software. LeddarTech takes no responsibility for **(i)** the supply, operation or cost of any third-party hardware and equipment or third-party software required and/or used in connection with the Software and/or **(ii)** User's compliance with any terms imposed on User by any third-party licensor or any third-party software and/or any supplier of any third-party hardware and equipment. All costs of third-party hardware and equipment and third-party software shall be at User's expense. LeddarTech shall have no liability for any third-party hardware and equipment or third-party software used by the User.

3.5 Support; Maintenance; Updates; Upgrades. LeddarTech is under no obligation to provide any support, maintenance, updates, modifications or alterations under this Agreement, including upgrades or future versions of the Software and/or any components thereof, to the User or to any other party. Except for updates which would be free of charge, where support, maintenance, updates or modifications to the Software will be provided, the same shall be governed by LeddarTech's standard service agreement. The fees for service shall be at LeddarTech's then prevailing rates.

4. Acknowledgement and Restrictions on Use

4.1 Acknowledgement. The User acknowledges and agrees that the only functions of the Software are to allow, through command controls, the performance of configuration and setting of the Products.

4.2 Not for Resale. It is hereby understood and agreed by the User that it shall not in any way be entitled to sell, rent, lease, lend, loan, market, distribute, advertise, sublicense, assign, grant a security interest in, or otherwise transfer rights, in whole or in part, to the Software or any part thereof. The User further agrees that it shall not be entitled to redistribute, retransmit or redirect the Software or any part thereof to any third party, including to any of its affiliate(s), sub-contractors or clients, unless it obtains the prior written approval of LeddarTech.

4.3 General Restrictions. Except to the extent expressly permitted hereunder for the term of this Agreement, User shall not:

(a) modify, copy, reproduce, operate or adapt the Software, or install or use the Software on a computer, computer network, file server, shared hard drive or any other computing device or computer medium;

(b) decompile, reverse engineer, disassemble or translate the Software or any part thereof;

(c) disable or circumvent any access control or related device, process or procedure with respect to the Software or any part thereof;

(d) publish or publicly perform or display, electronically or otherwise, the Software, its operation or use or any Documentation;

(e) delete any identifying marks, copyright or proprietary right notices of LeddarTech from any copies of the Software or any part thereof, or remove or obscure any proprietary rights notices of LeddarTech or any of LeddarTech's suppliers' notices contained in or affixed to the Software or any part thereof;

(f) merge, incorporate or combine Open-Source Materials ("OSM") with the Software,

including software, computer applications or libraries which create, or purport to create, obligations for the User with respect to the Software or grant, or purport to grant, to any third party, any rights or immunities under Intellectual Property Rights including, but not limited to, using any OSM that require, as a condition of exploitation of such OSM, that other software incorporated into, derived from or distributed with such OSM be (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works or (c) redistributable at no charge or minimal charge.

4.4 Restrictive Covenant. Any information supplied by LeddarTech or obtained by the User, where permitted hereunder, may only be used by the User for the purpose described herein and shall not be disclosed to any third party or used to create any software which is substantially similar or similar to the expression or function of the Software or any part thereof.

5. Proprietary Rights

(a) The User agrees to protect LeddarTech's Intellectual Property Rights and other ownership interests in the Software and any part thereof.

(b) This Agreement constitutes a license and not a sale. Notwithstanding anything to the contrary in this Agreement, the User is granted only the limited rights set forth in this Agreement and only for the term of this Agreement. All rights not granted hereunder are expressly reserved by LeddarTech. Notwithstanding anything to the contrary herein, nothing in this Agreement limits any of LeddarTech's rights and/or remedies with respect to any misuse or unlicensed use of the Software or any part thereof.

6. Limitation of Liability; Disclaimers

6.1 Disclaimer. The SOFTWARE IS LICENSED TO USER ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND. LeddarTech expressly disclaims all representations, warranties, guarantees and

conditions of any kind, express or implied, including without limitation representations, warranties, guarantees and/or conditions as to uninterrupted or error-free service, accessibility, security, merchantability, non-infringement of third parties' rights, quality or fitness for a particular purpose and those arising by statute or otherwise, or from a course of dealing or usage or trade.

6.2 Limitation of Liability. (1) In no event shall LeddarTech be liable for any claim for: (a) punitive, exemplary or aggravated damages; (b) damages for loss of profits or revenue, failure to realize expected savings, loss of use or lack of availability of User's materials or facilities, including its computer resources, software and/or any stored data; (c) indirect, consequential or special damages; (d) contribution, indemnity or set-off in respect of any claims against the User; (e) any damages related to the improper or defective installation of the Software by the User on the User Machine(s); (f) any damages whatsoever relating to third-party products, User materials or any goods or services not developed or provided by LeddarTech, INCLUDING ANY PRODUCTS OR SOFTWARE DEVELOPED USING, IN WHOLE OR IN PART, THE SOFTWARE OR ANY LEDDARTECH PRODUCTS or (g) any damages whatsoever relating to interruption, delays, errors or omissions. (2) Without limiting the foregoing, LeddarTech's maximum total aggregate liability for any and all claims whatsoever, including without limitation claims for breach of contract, tort (including, without limitation, negligence) or otherwise, and User's sole remedy, shall be an award for direct, provable damages not to exceed the amount of the aggregate of the fees and amount paid by the User to LeddarTech for the Product in association with which the Software is used. No action, regardless of form, arising out of this Agreement may be brought by the User more than twelve (12) months after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known, or reasonably ought to have been discovered by the User.

7. Non-Infringement

7.1 LeddarTech warrants that it has taken all reasonable efforts and appropriate measures in order to ensure that neither the Products or Software, their purchase and resale thereof, infringes on Intellectual Property owned by any third party.

7.2 In the case of an infringement claim or if, in the User's opinion, such claim is likely to occur, and notwithstanding the obligations hereabove mentioned, the User agrees to permit LeddarTech to procure the User the right to continue to use the infringing material or to replace or modify it so it becomes non-infringing.

8. Advice. No oral or written information or advice given by LeddarTech or any authorized representative of LeddarTech shall create a representation, warranty, assurance or guarantee. Any such information and/or advice is given and accepted at User's risk.

9. Defaults

9.1 Termination for Material Breach. LeddarTech may terminate this Agreement if User is in material breach of one or more of the User's material obligations under this Agreement and such breach is not cured within ten (10) business days of receipt of a reasonable written notice from LeddarTech setting out the nature of the breach.

9.2 User Bankruptcy. LeddarTech has the right to terminate this Agreement immediately in the event that proceedings in respect of the User are instituted by or against the User for the User's winding-up, bankruptcy, receivership, liquidation or dissolution, under any applicable bankruptcy law or other law.

9.3 Effect. Upon termination or expiration of this Agreement for any reason, all rights granted hereunder to the User shall terminate. For greater certainty and without limitation, upon termination of this Agreement, the User shall lose the license granted hereof and any and all right to install, run and/or operate in any manner the Software and any

other components of the Software. Upon termination or expiration of this Agreement for any reason, the User shall cause the return of all of the Software, and all copies thereof, to LeddarTech or destroy them and certify to LeddarTech that the Software and all copies thereof have been destroyed. The User shall also cause all of the Software in whole or in part to be erased and removed from the User Machines and certify to LeddarTech that it has been done. Termination or expiration of this Agreement for any reason shall not relieve the User of its obligation or liability to pay any amounts due and outstanding at the date of such termination or expiration.

9.4 Survival of Obligations. All terms, provisions, representations, rights and obligations contained in this Agreement, which by their sense and context are intended to survive expiration or termination of this Agreement, shall remain in force and effect after the termination hereof, until such time as the parties may mutually agree to the release of the obligations contained therein.

10. Miscellaneous

10.1 Severability. In the event that any of the terms of this Agreement is in conflict with any rule of law or statutory provision or is otherwise unenforceable under the applicable laws or regulations of any government or subdivision thereof, such term shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall remain in force. Moreover, in the event of conflict between the provisions of this Agreement and the provisions of any other agreement entered into by the parties, the terms of this Agreement shall govern and prevail unless the said provisions have been specifically set aside.

10.2 Export. Software may be subject to export restrictions. The User undertakes to comply with all applicable international and national laws, including the *U.S. Export Administration Regulations*, as well as the end-user and destination restrictions issued by the

governments of the EU, U.S., Canada and other countries. As such, if requested by an Export Control Administration, User will promptly provide to LeddarTech a statement certifying the name and address of any end user, the final destination and the end use of the Software. User agrees to comply with all trade laws applicable in other country jurisdictions as they pertain to import or use the Software. User also certifies that it will not use the Software in the design, development, production, stockpiling or use of nuclear, biological or chemical weapons, or hardware that permits manufacturing of such weapons.

10.3 Assignment. Neither this Agreement nor any rights granted pursuant to this Agreement shall be assigned or transferred to any third party without the prior written consent of LeddarTech, except in the case of a merger, a reorganization or sale of almost all of the assets or voting shares of a party hereto. Any assignment or transfer in breach of this undertaking shall be void and will result in the immediate termination of this Agreement. However, this Agreement shall endure to the benefit and be binding upon the parties' affiliates and their respective successors.

10.4 Governing Laws. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the provincial and federal laws applicable in the Province of Quebec, Canada, which laws shall apply and bind the parties for any matter relating thereto. Without limitation, this Agreement excludes any conflict of laws or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. All matters or claims relating hereto shall be submitted to the court of the appropriate jurisdiction in the judicial district of Montreal, Province of Quebec, Canada, for the purpose of this Agreement and for all related proceedings.

10.5 Relationship. This Agreement does not make either party the employee, agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied,

on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement, each party shall be acting as an independent contractor.

10.6 Language. The parties hereto have requested that the present Agreement be drawn up in the English language. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais. In case of doubt or difference of interpretation, the English version shall prevail over any other language texts.