

END USER LICENSE AGREEMENT

LAST UPDATED: January 28th, 2025

The following terms and conditions constitute a binding legal agreement (“*Agreement*”) between Nix Sensor Ltd. (“*Nix Sensor*”) and Customer (defined below). This Agreement sets forth the terms and conditions that govern Customer’s free trial access to and use of the software development kit (“*Software*”) relating to the Nix Spectro 2, Nix Spectro L, Nix Mini, Nix Mini 2, Nix Mini 3, Nix Pro, Nix Pro 2, and Nix QC (“*Hardware*”). The Customer must, in all cases, purchase the Hardware separately and agree to Nix Sensor’s terms and conditions of sale relating thereto.

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

BY DOWNLOADING, INSTALLING, ACTIVATING, ACCESSING, OR USING THE SOFTWARE, CUSTOMER (I) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (II) ACCEPTS, AND AGREES TO BE BOUND BY AND TO COMPLY WITH, THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER MUST NOT DOWNLOAD, INSTALL, ACTIVATE, ACCESS OR USE THE SOFTWARE AND, IN SUCH CASE, NIX SENSOR DOES NOT GRANT CUSTOMER ANY RIGHTS TO USE THE SOFTWARE. FOR GREATER CERTAINTY, DOWNLOADING, INSTALLING, ACTIVATING, ACCESSING, OR USING THE SOFTWARE IS THE EQUIVALENT OF CUSTOMER EXECUTING AND DELIVERING THIS AGREEMENT AND, NOTWITHSTANDING THE FIRST SENTENCE OF THIS PARAGRAPH, INDICATES CUSTOMER’S ACCEPTANCE OF, AND AGREEMENT TO BE BOUND BY AND TO COMPLY WITH, THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. CUSTOMER

In this Agreement, “*Customer*” means: (i) if the individual who downloads, installs, activates, accesses or uses the Software is not acting on behalf of another person, that individual, or (ii) if the individual who downloads, installs, activates, accesses or uses the Software is acting on behalf of another person (including an individual or any type of corporation, company, partnership, association, organization, joint venture, or trust), that other person and, in such case, the individual who downloads, installs, activates, accesses or uses the Software represents that they have the authority to bind that other person.

2. EFFECTIVE DATE

The date on which this Agreement is accepted by Customer (by first downloading, installing, activating, accessing, or using the Software) is the “*Effective Date*”.

3. GRANT OF TRIAL LICENSE

3.1 Grant of License. Nix Sensor grants to Customer a limited, non-exclusive, revocable, non-transferable, non-sublicensable, royalty-free right to use the Software, solely for its internal business purposes and subject to the limitations, restrictions and requirements specified in this Agreement, for an indefinite period, subject to Section 7, commencing on the Effective Date (“*Trial Period*”). The right granted to Customer in the preceding sentence of this Section 3.1 (“*License*”) includes the right for Customer to use during the Trial Period any software documentation and manuals that may be provided by Nix Sensor to the Customer in any form (“*Documentation*”).

3.2 Restrictions on Use. In addition to the other terms and conditions set out in this Agreement, the License is subject to the following restrictions and limitations:

- (a) Customer shall limit access to the Software and Documentation to those of its employees, agents, representatives, affiliates, and advisors (“*Representatives*”) who require such access for use of the Software and Documentation.
- (b) Customer shall not, and shall not permit any of its Representatives to, copy the Documentation except for its internal use in connection with the authorized use of the Software, in which case Customer shall reproduce all original copyright notices and claims of confidentiality, proprietary rights or trade secret rights of Nix Sensor on all copies or partial copies of any of Documentation created by Customer.
- (c) Customer shall not, directly or indirectly, and shall not permit any of its Representatives, directly or indirectly, to: (i) provide, disclose, sublicense, transfer, assign, distribute, rent, or otherwise permit any person to access, use, read, disseminate, transmit, “download”, or reproduce the source code of, the Software or, except as expressly permitted by this Agreement, any of the Documentation; (ii) modify, combine with unapproved third party product, adapt, translate, change, customize, enhance, augment, partially delete or alter, or create derivative works based on, the Software in any manner or to any extent whatsoever, whether in whole or in part; (iii) disassemble, decompile, reverse engineer, or otherwise in any manner deconstruct all or any part of the Software, or attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Software; (iv) use or access the Software to build or support, and/or assist a third party in building or supporting, products or services competitive to Nix Sensor; (v) copy or transmit, in any form or by any means, electronic, mechanical, recording, or otherwise the Software, including onto any public or distributed network; (vi) alter any proprietary notices appearing in the Software; (vii) use the Software in violation of any applicable law or outside of the scope of the express rights granted herein; or (viii) knowingly or willfully use the Software in any manner that could damage, disable, overburden, impair or otherwise interfere with Nix Sensor’s provision of the Software.

3.3 Customer Responsibilities. In consideration of the grant of the License, Customer shall:

- (a) provide Nix Sensor with usage statistics relating to Customer’s use of the Software which the Customer acknowledges will be automatically provided to Nix Sensor using third party software (e.g. Google Analytics) for the collections and analyzation of such usage statistics;
- (b) not make any report (whether written, oral or otherwise), nor publicize any performance data, concerning its use or the results of the Software to any third party without the prior written consent of Nix Sensor;
- (c) be responsible and liable for its and all of its Representatives compliance with this Agreement, as it may be updated or modified from time to time;
- (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and notify Nix Sensor promptly of any such unauthorized access or use; and
- (e) use the Software only in accordance with this Agreement and all applicable laws.
- (f) immediately take all reasonable and lawful measures within its control as are necessary to stop any actual or threatened un-authorized use or activity relating to the Software of which it becomes aware and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Software), and notify Nix Sensor of any such actual or threatened activity.
- (g) notify Nix Sensor promptly of any suspected unauthorized use, infringement or passing off, or any pending or threatened litigation or other proceeding, concerning the Intellectual Property (defined below) which may come to its attention.

- (h) before and after the expiration or termination of this Agreement, not, directly or indirectly, dispute or contest the validity or ownership of the Intellectual Property or assist any other person or entity in doing so.
- (i) execute all applications, agreements or other instruments that may be reasonably requested by Nix Sensor for the purpose of protecting the interests and rights of Nix Sensor in the Intellectual Property.

3.4 Communications. We use email and other electronic means to stay in touch with our customers. The Customer agree that when it provide Nix Sensor with its e-mail address or personally identifying information (e.g. name, address) during or prior to its use of the Software, the Customer: (1) consents to receive communications from Nix Sensor in electronic formats, including via the email address the Customer has submitted or other agreed upon contact methods; (2) acknowledges that it can opt-out from receiving communication from Nix Sensor at any time by completing the formalities on the Software or otherwise on the Nix Sensor website, but Nix Sensor does not take on any liability for any communication you receive from a third party, particularly if the Customer has provided your contact information to them independently; and (3) agrees that any notices, disclosures and other communications that Nix Sensor provides the Customer electronically satisfy any legal requirement that such communications would satisfy if they were in writing and physically presented to the Customer.

4. TRIAL OFFER AND PURCHASE OF SOFTWARE

- 4.1 No Charge During Trial Period. Subject to Section 8.4 herein, Customer shall not be charged any access or other fees by Nix Sensor in connection with access to the Software during the Trial Period. Notwithstanding the foregoing, the Customer must, in all cases, purchase the Hardware separately.
- 4.2 Purchase of Software. Customer may choose to purchase a subscription for the Software at any time during the Trial Period and such subscription/purchase will be governed by the terms and conditions of a separate agreement to be entered into between Nix Sensor and Customer at the time of such purchase.

5. CONFIDENTIALITY

- 5.1 Confidential Information. In connection with this Agreement, Customer may obtain Confidential Information relating to Nix Sensor. "Confidential Information" means information relating to the Nix Sensor that is confidential (howsoever disclosed and with or without any indicia of "confidentiality") and may include (a) technical, trade secret or business information, including but not limited to financial information, marketing plans or strategies, experience and know-how, product information and data, product development and customer and supplier information, (b) any memorandum, analysis, compilation, summary, interpretation, study, report, or other document, record or material that contains, reflects, interprets or is based directly or indirectly upon such information, and (c) all Intellectual Property and Assessment Data (each defined below). No representation or warranty, express or implied, is being made as to the accuracy or completeness of any Confidential Information disclosed or provided by Nix Sensor to the Customer, and Nix Sensor shall have no liability to the Customer relating to the use of any Confidential Information or any inaccuracies, errors or omissions.
- 5.2 Use of Confidential Information. The Customer shall be permitted to use the Confidential Information solely for the purposes expressly set forth in this Agreement. The Customer shall hold in confidence and protect the Confidential Information with the same degree of care that it uses to protect its own confidential information, but in no case with less than commercially reasonable care and shall ensure that, without Nix Sensor's prior written consent, such Confidential Information is not disclosed, published, released, transferred or otherwise made available in any form to, for the use or benefit of, any other person except as provided in this Agreement. The Customer shall be fully responsible and liable for ensuring that any persons to whom it discloses Confidential Information comply with the confidentiality obligations contained herein, and shall be liable for any breach of this Agreement by such persons. The Customer acknowledges and agrees that the Confidential Information is the sole and exclusive and valuable property of Nix Sensor, and nothing in this Agreement grants the Customer any rights in or to the Confidential Information, except the limited right to

review such Confidential Information for purposes of the License. The Customer agrees that disclosure of the Confidential Information would be detrimental to the interests and business of Nix Sensor, and that it shall notify Nix Sensor immediately upon discovery of any unauthorized use or disclosure of any Confidential Information, and cooperate in every reasonable way to help regain possession of such Confidential Information and to prevent its further unauthorized use or disclosure. The Customer shall have no obligations under this Agreement with respect to any Confidential Information that is: (a) already known to the Customer without breach of the terms hereof, (b) publicly known at the time of disclosure without breach of the terms hereof, (c) lawfully disclosed by a third party without restriction on disclosure or breach, (d) is approved for use or disclosure by written authorization of Nix Sensor; or (e) is required to be disclosed by law or court order or governmental authority, provided that prompt notice is given to Nix Sensor to attempt to limit or prevent such disclosure. The Confidential Information shall be returned or destroyed by the Customer immediately upon the request of Nix Sensor for any reason and at any time.

6. PROPRIETARY RIGHTS

- 6.1 Ownership of Software. Customer acknowledges and agrees that the Software and Documentation and all Intellectual Property rights therein (including, without limitation, all technical information, technical data, inventions, products, data, algorithms, design, methods, know-how, processes, copyrights, patents, trade secrets, software (including object code and source code), models, patterns, drawings, specifications, prototypes, discoveries, techniques systems, works of authorship, ideas, and concepts, and all intellectual property rights therein (whether or not patentable or registerable under patent, copyright, trade-mark, trade secret or similar legislation or subject to analogous protection) (“*Intellectual Property*”)) and all modifications, changes, enhancements or additions thereto from time to time, shall remain the exclusive property of Nix Sensor, and that, other than the License as granted in this Agreement, Customer acquires no rights in or to the Software or the Documentation.
- 6.2 Customer License of Data and Systems. For purposes of this Agreement, “*Customer Data*” shall include any and all data, information or materials supplied or disclosed by the Customer to Nix Sensor in connection with its use of the Software or obtained by Nix Sensor as a result of Customer’s use of the Software. The Customer retains all right, title and interest in and to all Customer Data, and hereby grants to Nix Sensor a non-exclusive, royalty-free, worldwide, transferable and sub-licensable right and license to use, copy and modify Customer Data for purposes of providing or supporting the Software. In addition, Customer hereby grants to Nix Sensor a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, transferable and sub-licensable right and license to collect, organize, and repurpose Customer Data, and combine and aggregate Customer Data with other customer data, on an anonymous basis, for the purposes of Nix Sensor generating Assessment Data (defined below). Customer may provide Nix Sensor access (on-site or via remote access) to Customer systems (“*Customer Systems*”) in connection with this Agreement (including for the purpose of requesting that Nix Sensor either assist Customer in, or directly perform, any use or application of the Software for Customer). In no event will Nix Sensor be liable for any loss of Customer Data or other information, or any claim arising out of Nix Sensor’s access to and use of any Customer Systems in the performance of this Agreement, unless caused by the gross negligence of Nix Sensor.
- 6.3 Assessment Data. Including as a result of the Customer’s use of the Software under this Agreement, Nix Sensor may generate certain information, data, statistics, analyses, reports and other files or documentation regarding the use and features of the Software, which may include and incorporate anonymized Customer Data, and which may be combined with data from other sources (collectively, the “*Assessment Data*”). Customer acknowledges and agrees that any and all Intellectual Property rights in and to the Assessment Data, including as created by or resulting from Nix Sensor’s use of Customer Data, shall be exclusively owned by Nix Sensor. Nix Sensor shall have the right to use any and all Assessment Data for its general business purposes in its sole discretion, including for purposes of (i) further development, testing, operating and improvement of the Software, (ii) providing maintenance and support for the Software, (iii) use in studies, reports and programs, and promotional and marketing efforts, and (iv) trend analysis that may assist Nix Sensor with respect to its services and general business purposes.
- 6.4 Feedback. During or after the Trial Period, Customer may voluntarily provide suggestions, comments or other feedback relating to the Software (“*Feedback*”). The Customer hereby grants to Nix Sensor a perpetual,

irrevocable, non-exclusive, royalty-free, worldwide, transferable and sub-licensable right and license to such Feedback and authorizes Nix Sensor to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback in any manner as it may determine from time to time in its sole discretion.

7. TERMINATION AND END OF TRIAL PERIOD

7.1 Events of Termination. This Agreement may be terminated prior to the end of the Trial Period:

- (a) by Customer upon providing written notice to Nix Sensor; and
- (b) by Nix Sensor at any time and without notice to Customer, including, without limitation, in the event that:
 - (i) Customer is using ten (10) or more Hardware units in connection with the Software;
 - (ii) Customer or any of its Representatives breaches, or threatens to breach, this Agreement;
 - (iii) Customer becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code or any similar statute; or
 - (iv) it is determined that Nix Sensor would be prohibited from doing business with the Customer under any applicable law, including any export regulations and controls.

7.2 Effects of Termination. In the event of termination of this Agreement for any reason (whether as a result of it expiring or being terminated by a party prior to the end of the Trial Period):

- (a) the License shall immediately terminate and Customer shall cease all access and use of the Software and permanently delete or destroy all Documentation;
- (b) Customer shall return to Nix Sensor, or at the direction of Nix Sensor destroy, all Confidential Information; and
- (c) effective as at such time, Customer hereby releases Nix Sensor from any further obligation or responsibility to the Customer and will have no rights or claims against Nix Sensor in connection with termination, expiration or non-renewal of any License or agreement, and acknowledges that nothing herein contained shall be construed to limit or restrict in any way Nix Sensor's ability to pursue any remedies it may have at law or equity.

7.3 Loss of Data. Any data entered into or stored in the Software by Customer, and any reports generated and accessed by Customer through the Software, and any similar information, may, following the end of the Trial Period, be permanently deleted and lost unless Customer purchases a subscription to the Software before the end of the Trial Period.

7.4 Survival. Notwithstanding anything else in this Agreement, all provisions of this Agreement that expressly or by their nature are intended to survive the termination of this Agreement, including without limitation provisions regarding ownership, Intellectual Property, confidentiality, warranty and indemnity and limitations of liability, shall survive the termination of this Agreement.

8. WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

8.1 No Warranties. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SOFTWARE, ALL DOCUMENTATION, AND ALL RELATED SOFTWARE, INFORMATION, DATA, PRODUCTS AND/OR SERVICES OR ASSISTANCE PROVIDED BY NIX SENSOR TO CUSTOMER,

IS PROVIDED FOR USE ON AN “AS AVAILABLE” AND “AS IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND OR NATURE WHATSOEVER INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR THAT THE SOFTWARE WILL BE ERROR FREE, OR CONCERNING THE SOFTWARE’S FUNCTIONALITY, PERFORMANCE, OPERATION OR USE BY CUSTOMER AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DENIED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. CUSTOMER CONFIRMS THAT IT HAS NOT RELIED ON ANY REPRESENTATION, WARRANTY, CONDITION, COVENANT OR PROMISE MADE BY NIX SENSOR THAT HAS NOT BEEN EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT THE ENTIRE RISK ARISING OUT OF THE ACCESS, USE, OR PERFORMANCE OF THE SOFTWARE, AND ANY SERVICES OR ASSISTANCE PROVIDED BY NIX SENSOR IN CONNECTION THEREWITH, REMAINS WITH CUSTOMER.

8.2 Limitation of Liability. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT NIX SENSOR SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITH RESPECT TO LOSS OF OR DAMAGE TO CUSTOMER OR OTHER DATA, LOSS OF REVENUE OR PROFITS OR BUSINESS INTERRUPTION) SUFFERED BY CUSTOMER OR ANY THIRD PARTY HOWSOEVER CAUSED (WHETHER RESULTING FROM IMPAIRED OR LOST CUSTOMER OR OTHER DATA, SOFTWARE OR COMPUTER FAILURE, SUPPORT FAILURE, OR ANY OTHER CAUSE) AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR BASIS OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE), EVEN IF SUCH DAMAGES ARE FORESEEABLE OR NIX SENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, DESPITE REASONABLE PRECAUTIONS TAKEN BY NIX SENSOR TO ENSURE SECURITY OF THE SOFTWARE, THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO GAIN ACCESS TO THE SOFTWARE, AND NIX SENSOR CANNOT AND DOES NOT GUARANTEE THE PRIVACY OR SECURITY OF ANY CUSTOMER DATA TRANSFERRED OVER OR CONNECTED TO THE INTERNET. THIS SECTION SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES AND/OR FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT.

8.3 Further Limitations.

- (a) Notwithstanding anything to the contrary in this Agreement, in no event shall Nix Sensor’s aggregate liability to Customer in connection with this Agreement exceed \$100, and Customer expressly acknowledges and agrees that its only recovery for any damages that it may incur, and that its exclusive remedy, shall be limited to the direct damages that Customer actually incurs up to, the maximum aggregate amount of \$100.
- (b) No action against Nix Sensor, regardless of form (including negligence), arising out of or in any way related to this Agreement may be brought by Customer more than one year after the cause of action has arisen.
- (c) The limitations of this Section 8 shall apply whether or not an alleged breach or default is a breach of a fundamental condition or term.
- (d) Certain jurisdictions may not allow some or all of the exclusions or limitations set forth in this Section 8 and, if, as a result of that disallowance, those exclusions or limitations cannot legally apply to Customer then Nix Sensor’s liability will be limited to the maximum extent possible within the applicable laws of that jurisdiction.

8.4 Indemnification.

Customer indemnifies and saves harmless Nix Sensor and its directors, officers, shareholders, and Representatives from any and all loss, liability, cost, expense, damage (including reasonable legal fees) arising directly or indirectly out of any claim, suit, action or judgment brought against (or threatened to be brought against) Nix Sensor, or its officers, directors or other representatives, that is associated with Customer's use of the Software and/or breach of the terms of this Agreement or any violation by the Customer of any applicable law or any third party rights, or that arises as a result of any third party alleging that the use of the Software by Customer or its Representatives infringes, misappropriates or violates any Intellectual Property of the third party, provided however, that Customer's breach does not arise solely from Nix Sensor's breach of such third party's Intellectual Property rights. This indemnity shall survive any termination or expiration of this Agreement.

9. GENERAL PROVISIONS

- 9.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and Nix Sensor pertaining to the License and the Software and supersedes all prior agreements, negotiations and discussions between the parties, whether oral or written and may only be amended or modified by written agreement executed by the parties.
- 9.2 Governing Law; Arbitration. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn to the non-exclusive jurisdiction of the courts within the Province of Ontario in respect of all matters and disputes arising hereunder. Any controversy, dispute, disagreement, or claim arising out of, relating to or in connection with this Agreement or any breach thereof, including any question regarding its existence, validity, or termination, shall be finally and conclusively resolved by arbitration under the Rules of ADR Institute of Canada. The legal seat of arbitration shall be Hamilton, Ontario, Canada. The language of the arbitration, including the hearings, documentation and award, shall be English.
- 9.3 General. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Customer may not assign all or any part of this Agreement, without the prior written consent of Nix Sensor, and Nix Sensor may assign this Agreement without the consent of Customer at any time. If any provision hereof is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall not be affected and shall continue to be valid and enforceable.
- 9.4 Notices. All notices given hereunder shall be in writing and made by delivery by registered or certified mail or by email or other electronic means, if to Nix Sensor at 286 Sanford Ave N #501, Hamilton, ON L8L 6A1 and, if to the Customer, to the address or email provided by the Customer to Nix Sensor in connection with its registration for the Software.
- 9.5 Export Law Assurances. Customer acknowledges that the Software may be subject to export and import control laws of Canada and other countries, and agrees to comply fully with all such laws and regulations.
- 9.6 Force Majeure. Neither party hereto shall be liable to the other for delay in any performance or for the failure to render any performance of obligations when such delay or failure is a direct result of any present or future statute, law, ordinance, regulation, order, failure to deliver on the part of its suppliers, judgment or decree, act of God, earthquake, epidemic, pandemic, explosion, lockout, boycott, strike, labor unrest, riot, war, or similar catastrophic occurrence. Notwithstanding the foregoing, these provisions shall not be applicable to any obligation involving the payment of money by Customer.
- 9.7 Amendments. Nix Sensor reserves the right, in its sole discretion, to make changes to this Agreement at any time and for any reason during the Trial Period. Nix Sensor may notify Customer of such changes by posting them to the Software or by sending them to the Customer by e-mail. Any changes to this Agreement will be effective immediately upon the earlier of (i) being posted to the Software and (ii) notice being sent to Customer. Customer's continued use of the Software after any changes have been made to this Agreement shall constitute Customer's acceptance of those changes and of this Agreement as modified by those changes. If Customer does not agree to any changes made to this Agreement, then Customer must immediately stop using the Software.

- 9.8 Interpretation. In this Agreement, any reference to gender includes all genders; words importing the singular number only shall include the plural and vice versa; the word “or” is not exclusive; the words “including”, “includes” and “include” mean “including without limitation”; and “shall” means “will” and “must”, all three of which can be changed interchangeably and shall not mean “may”.
- 9.9 Customer Confirmation. Customer expressly acknowledges and agrees that it has carefully read and understood this Agreement and has either obtained, or independently chosen to not to obtain, independent legal advice before accepting the terms of this Agreement.

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