

## SOFTWARE LICENCE AGREEMENT

Last modification: March 6<sup>th</sup>, 2024

Please read this Software Licence Agreement, of which the Order Form is an integral part (the Order Form and this Software Licence Agreement are collectively referred to as the “**Agreement**”) carefully. This Agreement defines the terms and conditions under which MOVECK SOLUTION INC., or any of its Affiliates (collectively, “**Moveck**”) will deliver, maintain and support the Software (as defined below).

This Agreement is between Moveck and the client whose name and contact information are mentioned in the Order Form (the “**Client**”). Moveck is willing to grant the Client the right to access and use the Software only if the Client accepts all the terms and conditions of this Agreement, and pays or has paid Moveck, its resellers or agents, all the applicable fees.

### **1. DEFINITIONS AND INTERPRETATION**

The capitalized terms used in this Agreement shall have the meanings ascribed below:

- 1.1. “**Affiliate(s)**” means, with respect to any Party, any entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with, such Party;
- 1.2. “**Authorized Users**” means any person authorized to use the Software under this Agreement, as determined by the Client in accordance with the limitations set forth herein and in the Order Form;
- 1.3. “**Confidential Information**” means, with respect to Moveck, any information of or concerning Moveck or its Affiliates or the clients or business of Moveck or its Affiliates, disclosed or made available to the Client or its Representatives, including during meetings, reunions, discussions, visits, conferences and negotiations, whether disclosed orally or disclosed, stored or accessed in written, electronic or in any other form, whether before, during or after the purchase of the Software, including any presentations, financial models, summaries, data, reports, interpretations, forecasts, records and other documents, know-how, source and object code, technology, processes, methods, formulae, compositions, inventions, devices, data, plans, strategies, studies, forecasts, customer lists, pricing policies, employee information, intellectual property, the substance of agreements with clients, suppliers and others, marketing arrangements, as well as any information derived, summarized or extracted from, based on or relating to any of the foregoing, including all portions of reports, analyses, compilations, studies, interpretations, records, notes or other materials prepared or discerned by the Client or its Representatives that contain, are based on, or otherwise reflect or are generated in whole or in part from, such information;
- 1.4. “**Control**” means the ownership of more than fifty per cent (50%) of the equity share capital of an entity having the right to vote to elect directors of any such entity, or equivalent control in the case of an entity without share capital;
- 1.5. “**Intellectual Property Right(s)**” means all patent rights, industrial designs, design patents, copyrights, trademark rights, rights in trade secrets, database rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world;
- 1.6. “**Order Form**” means the document confirming the Client’s order of the Software to which this Agreement is attached or associated with;
- 1.7. “**Party**” means either Moveck or the Client, and collectively referred to as the “**Parties**”;
- 1.8. “**Personal Information**” means any information covered under Privacy Laws or by which an individual can be identified whether publicly available or not;

- 1.9. **“Privacy Laws”** means: (i) the *Personal Information Protection and Electronic Documents Act* (Canada), as amended, or any replacement or supplemental federal or provincial legislation in effect from time to time in Canada; and (ii) any other laws on privacy or protection of Personal Information applicable to, or guidance issued by a regulator having authority over a Party;
- 1.10. **“Representative(s)”** means, for any person, that person's directors, officers, shareholders, owners, partners, employees, agents, professional advisors, in connection with the transactions contemplated in this Agreement, and any other authorized representatives;
- 1.11. **“Reverse Engineering”** means any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing (including "cable sniffing" or "black box" reverse engineering) or any method or process of obtaining or converting any information, data, or software from one form into a human readable form;
- 1.12. **“Software”** means the Software described in Schedule A (Software and Functionalities), selected by the Client through an Order Form, and including all media, printed materials and electronic documentation, and any Software Updates, add-on components, services, and/or supplements provided subsequent to the initial copy of the selected Software;
- 1.13. **“Licence”** has the meaning ascribed to such expression in Section 2.1;
- 1.14. **“Updates”** means any and all new versions, improvements, modifications, updates, fixes and additions to the Software to correct deficiencies or enhance the capabilities of the Software, together with all related end-user documentation; provided, however, that the foregoing shall not include new, separate product offerings or new modules.

## **2. LICENCE**

- 2.1. **Licence.** In accordance with the terms and conditions of this Agreement, and subject to Client's respect of its obligations hereof, Moveck shall grant a perpetual, irrevocable, worldwide, non-transferable, non-exclusive, non-sublicensable and royalty free licence to access and use the version and the number of copies of the Software in accordance with the information in the Order Form and for internal business purposes only (the **“Licence”**).
- 2.2. **Number of Access.** The Software may be subscribed on a per-user or on a per-device basis, as specified in the Order Form. In such case, the Client undertakes to respect the specified number of access in the Order Form.
- 2.3. **Activation.** The Software may require the Client to take certain steps to activate the Software. Failure to activate, or a determination by Moveck as abusive, fraudulent or unauthorized use of the Software contrary to Section 5 may result in reduced functionality or inoperability of the Software.
- 2.4. **Internet Connection.** Moveck may use Client's Internet connection for the purpose of transmitting Software-related data at the time of installation, use of or Update to the Software, and for validating the authenticity of the purchase-related data in order to protect Moveck against unauthorized or illegal use of the Software.
- 2.5. **Restrictions.** The Parties expressly acknowledge and agree that (i) the Software is provided on an “as is” basis and Moveck makes no warranty with respect to it; (ii) the Licence may include Support Services (as defined below); and (iii) such Support Services related to the Software, including Updates, may be made available by Moveck to be purchased on demand for a same generation version of the Software (ex: Versions 2024.0.0 and 2025.0.0), at the Client's option, at a price determined by Moveck in an Order Form. The Client acknowledges and accepts that each version of the Software is compatible with the version(s) of the operating system(s) described in the documentation. It is the Client's responsibility to ensure that a compatible operating system version is in place at the time of installation, and to carry out any required operating system updates.

- 2.6. **Delivery.** Moveck shall deliver the Software to Client electronically, on tangible media, or by other means, in Moveck's sole discretion, on the date specified in the Order Form. Risk of loss of any tangible media on which the Software is delivered will pass to Client on delivery to carrier.

### **PAYMENT**

- 3.1. **Prices and Taxes.** All prices are effective only as set forth in a Moveck Order Form. All payments shall be made without any deduction for or on account of any taxes, charges, fees and withholdings of any nature, unless if required by law. In such a case, Client will pay Moveck the additional amounts necessary to ensure receipt by Moveck of the full amount which would have been received but for the deduction.
- 3.2. **Payment.** Except as otherwise agreed to by Moveck in writing, and upon approved credit, invoices will be issued on the date specified in the Order Form and shall become due and payable in the lawful currency as per conditions specified in the Order Form. All invoiced amounts unpaid and outstanding will be subject to a charge of one and one half percent (1½%) per month (18% per annum) with interest on overdue interest at the same rate, from the date due or up to the maximum allowed by applicable law from the date due.

### **SUPPORT SERVICES**

- 4.1. **Support.** Moveck shall provide the Client with limited support services, namely (i) making Updates generally available to Moveck's customers from time to time; and (ii) technical support, on an as-needed basis for a maximum of five (5) hours, or subject to the purchase of additional time by the Client, for the sole purpose of responding within a reasonable period of time and attempting to address, during our normal business hours, technical issues relating to the use of the Software, which may include online technical support and phone technical support, when deemed appropriate, by Moveck's personnel, agents or subcontractors, at Moveck's sole discretion (collectively, the "**Support Services**"). Except for the purchase of additional time by the Client through a separate Order Form, included hours of Support Services shall be used within twelve (12) months of the License coming into effect. The same applies to the purchase of an update plan and annual support plan, which shall be used within twelve (12) months of the purchase date.
- 4.2. **Updates.** If the Software is connected to an Internet access, the Software may notify and inform the Client when Updates to the Software are available. The Client shall need to take action to download and install the Software on its computer. Moveck may develop and provide Updates at its sole discretion, and the Client agrees that Moveck has no obligation to develop Updates or patches for particular problems. If Moveck develops a major Update, as determined by Moveck, the Client will be informed and undertakes to proceed with the Update within a reasonable period of time, otherwise the version of the Software used by the Client will no longer be eligible for Moveck's Support Services within six (6) months of the availability of the major Update. In the case of minor Updates, the Client is also responsible for installing them within a reasonable period of time. In the event that the Client has not installed more than five (5) of the latest minor Updates available, it acknowledges that the version of the Software used by the Client will no longer be eligible for Moveck's Support Services, as long as the Updates are not installed.
- 4.3. **Exclusion.** Moveck may limit or suspend the Support Services provided herein if the Client uses the Software in an abusive, unauthorized or fraudulent manner, as determined by Moveck.
- 4.4. **Limitations.** Moveck shall not be required to provide any Support Services relating to problems or issues arising from (i) the Client's use of the Software in a manner that they were not designed for; (ii) the Client's negligence, misuse, or modification of the Software;

(iii) the Client's negligence to proceed to Updates of the Software and to possess compatible operating system, as required and detailed in the documentation.

## **5. CLIENT'S OBLIGATIONS**

- 5.1. **General.** The Client is responsible and liable for all uses of the Software and documentation resulting from access provided by the Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, the Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by the Client will be deemed a breach of this Agreement by the Client. The Client shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.
- 5.2. **Compliance with Laws.** The Client shall:
- 5.2.1. abide by all local and international laws and regulations applicable to its use of the Software, where applicable;
  - 5.2.2. use the Software, only for legal purposes; and
  - 5.2.3. comply with all regulations, policies and procedures of networks connected to this Agreement.
- 5.3. **Restrictions.** Unless otherwise agreed in writing by Moveck, Client must not and must not permit others to:
- 5.3.1. use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software;
  - 5.3.2. modify, adapt, reproduce, or translate the Software;
  - 5.3.3. Reverse Engineer in any way the Software or create any derivatives from the Software;
  - 5.3.4. share non-public features or content of the Software with any third party;
  - 5.3.5. circumvent technological measures intended to control access to the Software or develop, distribute, or use with the Software any products that circumvent the technological measures;
  - 5.3.6. rent, lease, sell, distribute, loan, transmit, sublicense, assign, or transfer the Software or its rights in the Software, or authorize any portion of the Software to be copied onto another's device.
- 5.4. **Infringement Notification.** Client shall promptly notify Moveck of any infringement or attempted infringement of Moveck's Intellectual Property Rights in the Software of which it becomes aware.
- 5.5. **Back-Ups.** Client acknowledges that it is solely responsible for ensuring that adequate back-ups of relevant data associated with Software are made.

## **6. REPRESENTATIONS**

- 6.1. **Mutual Representations.** Moveck represents and warrants to Client and by purchasing the Software, Client represents and warrants the following:
- 6.1.1. **Authority and Capacity.** The Parties have the authority and capacity to enter into this Agreement.

- 6.1.2. **Enforceability.** This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms.
- 6.1.3. **No Conflicts.** Neither Party is under any restriction or obligation that the party could reasonably expect might affect the Party's performance of its obligations under this Agreement.
- 6.1.4. **No Breach.** Neither Party's execution, delivery, or performance of its obligations under this Agreement will breach or result in a default under:
  - 6.1.4.1. its articles, bylaws, or any unanimous shareholders' agreement,
  - 6.1.4.2. any law to which it is subject,
  - 6.1.4.3. any judgment, order, or decree of any governmental authority to which it is subject, or
  - 6.1.4.4. any agreement to which it is a party or by which it is bound.
- 6.1.5. **No Bankruptcy.** Neither Party has taken nor authorized any proceedings related to that Party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

## **7. TERM AND TERMINATION**

- 7.1. **Term.** This Agreement will begin on the date specified in the Order Form and shall last for the entire duration of the Client's use of the Software, unless terminated earlier in accordance with this Agreement.
- 7.2. **Termination for Material Breach.** Moveck may terminate this Agreement, with immediate effect by delivering notice of the termination to the Client, if
  - 7.2.1. the Client fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
  - 7.2.2. the failure, inaccuracy, or breach continues for a period of ten (10) business days after Moveck delivers notice to the Client reasonably detailing the breach.
- 7.3. **Termination for Insolvency.** If Client becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, Moveck may terminate this Agreement with immediate effect.

## **8. EFFECT OF TERMINATION**

- 8.1. **Termination of Obligations.** Subject to section 8.3, on termination or expiration of this Agreement, each Party's rights and obligations under this Agreement will cease immediately. Without limiting the generality of the foregoing, the Client shall cease all use of the Software.
- 8.2. **Payment of Outstanding Invoices.** On termination or expiration of this Agreement, the Client shall pay any amounts it owes to Moveck, including any outstanding invoices.
- 8.3. **Continuance of Obligations.** The following provisions shall survive notwithstanding the termination or expiration of this Agreement: (a) Sections 9 [Intellectual Property], 10 [Warranty], 11 [Limitation on Liability], 12 [Confidentiality] and 14 [General Provisions] and (b) any other provision of this Agreement that must survive to fulfill its essential purpose.

## **9. INTELLECTUAL PROPERTY**

- 9.1. **Moveck's Intellectual Property Rights.** Moveck will retain all interest in and to the Software, including all documentation, modifications, improvements, Updates, derivative works, and all other Intellectual Property Rights in connection with the Software, including Moveck's name, logos and trademarks reproduced through the Software.
- 9.2. **Feedback.** Moveck has not agreed to and does not agree to treat as confidential any Feedback (as defined below) the Client provides to Moveck, and nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Moveck's right to use, profit from, disclose, publish, keep secret or otherwise exploit Feedback, without compensating or crediting the Client or its Representatives in question. Any Intellectual Property Right associated to Feedback shall be owned by Moveck. ("**Feedback**" refers to any suggestion or idea for improving or otherwise modifying the Software or any service related thereto.)
- 9.3. **Trademarks and Proprietary Rights Notices.** Nothing in this Agreement grants any licence, right, or interest in any Moveck's trademark or trade name. The Client shall not alter or modify any proprietary rights notices in or on any Software.

## **10. WARRANTY**

- 10.1. **Limited Warranty.** Moveck provides the Software on an "as is" and "where is" basis. Moveck warrants, for a period of twelve (12) months from the purchase by the Client, that the Software will perform substantially in accordance with accompanying documentation. Moveck does not warrant the Software against defects caused by misuse, abnormal operating conditions, alterations or damage caused by events beyond the control of Moveck, including automatic data synchronization. Under the terms of this warranty, Moveck accepts sole responsibility only for the Software unusable due to a defect attributable solely to Moveck. If Moveck accepts responsibility under these circumstances, Moveck will replace the Software, or, at its discretion, refund amounts paid.
- 10.2. **Exclusions.** REGARDLESS OF WHETHER UNDER CONTRACT OR TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, THE LIMITED WARRANTY SET FORTH IN SECTION 10.1 IS EXCLUSIVE AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. THE WARRANTY SET FORTH IN SECTION 10.1 IS THE SOLE LIABILITY OF MOVECK WITH REGARD TO THE SOFTWARE.

## **11. LIMITATION OF LIABILITY**

MOVECK'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DEFECTS IN THE SOFTWARE SUBJECT TO THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE AMOUNTS PAID BY THE CLIENT FOR THE SOFTWARE. IN NO CASE SHALL MOVECK BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, DIRECT LIABILITY OR ANY OTHER LEGAL THEORY. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO; LOSS OF PROFIT, LOSS OF SAVINGS, REVENUE OR OTHER COMERCIAL OR ECONOMICS LOSSES, LOSS OF USE OF THE SOFTWARE, DOWNTIME, THE CLAIMS OF THIRD PARTIES, DAMAGE TO PROPERTY OR INJURY TO PERSONNEL.

## **12. CONFIDENTIALITY**

- 12.1. **Provision of Confidential Information.** The Client acknowledges that, in its use of the Software, the Client may be provided or have access to information that is secret, confidential, non-public and proprietary to Moveck, its Affiliates, or their respective

business or affairs, or relating to this Agreement, and the Client agrees that any such information provided by Moveck be kept confidential in accordance with the terms hereof.

12.2. **Permitted Disclosure.** Notwithstanding the foregoing, Confidential Information shall not include information that, at the time of disclosure:

- 12.2.1. is, or thereafter becomes, generally available to and known by the public other than as a result of its disclosure by an act or omission, directly or indirectly, by the Client;
- 12.2.2. was already known by or in the possession of the Client, as established by documentary evidence, prior to being disclosed by or on behalf of Moveck;
- 12.2.3. is, or thereafter becomes, available to the Client on a non-confidential basis from a source (other than Moveck or its Representatives), provided that such source was not known by the Client at the time of such disclosure to be prohibited from disclosing such information to the Client by a legal, contractual or fiduciary obligation; or
- 12.2.4. has been independently developed by the Client, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Confidential Information;

provided that the foregoing exclusions shall not apply to any Confidential Information that is Personal Information.

12.3. **Use Solely for Permitted Purpose.** The Client and its Representatives may only use the Confidential Information in connection with the use of the Software, and for internal business purposes only (the "**Permitted Purpose**").

12.4. **Confidentiality Obligation.** Except as provided herein, the Client shall not disclose, divulge or otherwise make any Confidential Information available to any other person, entity or group. The Client may only disclose the Confidential Information to those of its Representatives who (i) need to know such information for the Permitted Purpose; (ii) are informed by the Client of the confidential nature of the Confidential Information and agree to comply with the Client's obligations hereunder; and (iii) are being bound by obligations of confidentiality, non-use and non-disclosure at least as stringent as the ones hereunder. The Client shall use a reasonable degree of care to safeguard and protect the confidentiality of the Confidential Information of Moveck from prohibited or unauthorized disclosure or uses, including at least those measures that the Client takes to protect its own confidential information. The Client shall be responsible for any breach of this Section 12 by its respective Representatives.

12.5. **Required Disclosure.** In the event that the Client is requested or required by any applicable law, rule or regulation or by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar legal process or by any stock exchange, tax, judicial, supervisory, regulatory or other governmental body to disclose any of the Confidential Information, the Client shall, to the extent not prohibited by applicable law, rule, regulation or judicial or administrative order, provide Moveck with prompt prior written notice of such requirement in order to enable Moveck, at its sole expense, to (i) seek an appropriate protective order or other remedy (which the Client agrees it shall not oppose); or (ii) to the extent permitted by applicable law, rule, regulation or judicial or administrative order, consult with the Client with respect to taking steps to resist or narrow the scope of such request or legal process. The Client shall furnish only that portion of the Confidential Information that it is advised by its counsel is subject to the request or legal requirement.

- 12.6. **Return or Destruction of the Confidential Information.** Upon the termination or expiry of this Agreement, or at any time upon Moveck 's written request, the Client shall return to Moveck or, at the Moveck's option, destroy or cause to be destroyed, all copies or partial copies of the Confidential Information together with those portions of all notes, summaries, analyses, reports and other documents, data or materials which contain or make reference to the Confidential Information, regardless of the form, medium or device on or in which they are written, recorded, stored or reproduced.
- 12.7. **No Right in the Confidential Information.** Nothing contained in this Agreement shall be construed as granting or conferring any right or interest, by licence or otherwise, to the Client in the Confidential Information, which shall remain the exclusive property of Moveck. Nothing in this Agreement grants, or shall be construed as granting, the Client any right or licence to any Intellectual Property rights in the Confidential Information.
- 12.8. **Reverse Engineering.** In addition to the foregoing, the Client shall not Reverse Engineer or attempt any Reverse Engineering any of the Confidential Information that is encrypted or otherwise provided in a non-human readable form.
- 12.9. **Survival.** The obligations of the Client under this Section 12 shall survive any termination or expiry of this Agreement for a period of five (5) years, except in the case of Confidential Information that: (i) constitute trade secrets, for which such provisions shall survive for so long thereafter as they remain trade secrets; and (ii) that constitute Personal Information, for which such provisions shall survive indefinitely.

### **13. CLIENT DATA**

- 13.1. **Client Data.** Unless it receives the Client's prior written consent, Moveck shall not access, process or use in any way the data, including Personal Information, that the Client create, upload, migrate or use with the Software or otherwise disclose to Moveck in connection with the use of the Software ("**Client Data**") other than as necessary to (i) provide the Software, (ii) maintain or improve the performance and functionality of the Software, and (iii) verify Client's compliance with the terms of this Agreement and enforce Moveck's rights. In this regard, the Client hereby grants to Moveck and its affiliates a non-exclusive, non-transferable, worldwide, fully-paid and royalty-free licence to use and reproduce the Client's Data and, without limitation, to train artificial intelligence models.
- 13.2. **Personal Information.** The Client undertakes to comply with all obligations under Privacy Laws with respect to the collection and processing of Client Data. Client will not grant any third party access to Client Data, except to Representatives who are bound by confidentiality provisions substantially equivalent to those described in this Agreement. Neither the Client nor any third party has or will have, acquire or claim any right, title or interest in or to the Client Data.
- 13.3. **Collection.** Client acknowledges that Moveck may, directly or indirectly through third party services, collect and store Client Data in connection with the provision of maintenance and Support Services, security measures included in the Software where applicable or by online transmission. Client acknowledges and accepts that online data transmission involves risks of unauthorized disclosure or exposure and that, by accessing and using the Software, Client assumes such risks. Notwithstanding any provision to the contrary in this Agreement, Moveck makes no representation, warranty or assurance that Client's Data will not be exposed or disclosed through the errors or actions of third parties.
- 13.4. **Accuracy and Suitability.** Moveck shall not be liable for the inaccuracy or incompleteness of the Client's Data. Furthermore, Client is solely responsible for ensuring that Client Data made available to Moveck or its Representatives, whether or not collected, created, processed or used in connection with the Software, (i) is appropriate for the purposes for which it is transmitted or made available, and (ii) has been collected, processed or otherwise handled in accordance with all applicable laws, Privacy Laws and Client's



internal policies and obligations to third parties. Without limiting the foregoing, the Client represents to Moveck that it has all the rights and authorizations required to grant the rights to Moveck with respect to the Client Data pursuant to this Section 13.

- 13.5. **Aggregated Data.** Notwithstanding any provision to the contrary in this Agreement, Moveck may (i) compile statistical information relating to the performance of the Software for the purpose of improving it, in particular by training an artificial intelligence model ; (ii) compile Client Data in connection with the use of the Software, but only if such information is aggregated to become aggregate data, i.e., any data in which all identifiers have been removed or anonymized, or which has been aggregated with other data, so that the data cannot identify the Client or any other natural person; and (iii) use, reproduce, sell, make public or otherwise exploit such aggregate data, at its sole discretion.

#### **14. GENERAL PROVISIONS**

- 14.1. **Entire Agreement.** The Parties intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, including the Order Form, represent the final expression of the Parties' intent relating to the subject matter of this Agreement, contain all the terms the Parties agreed to relating to the subject matter, and replace all of the Parties' previous discussions, understandings, and agreements relating to the subject matter of this Agreement.
- 14.2. **Amendment.** This Agreement can be amended only by a writing signed by both Parties, except for the schedule attached hereto, which may be supplemented or otherwise modified by Moveck from time to time, at its sole discretion.
- 14.3. **Governing Law.** This Agreement shall be governed by the laws of the Province of Quebec, Canada, without regard to its conflicts of law rules. However, at Moveck's sole discretion, this Agreement may also be construed and enforced in accordance with the laws in force in any other jurisdiction where the Software may be located, without giving effect to their rules on conflict of laws. The Parties agree to select the judicial district of Quebec, province of Quebec, Canada, as the appropriate place for the hearing for any claim or legal proceeding relating to the Agreement, to the exclusion of any other judicial district which may have jurisdiction over such disputes in accordance with the provisions of law. At the exclusive discretion of Moveck, appropriate proceedings may also be filed in all jurisdictions where the Client or the Software is or may be located.
- 14.4. **Binding Effect.** This Agreement will benefit and bind the Parties and their respective heirs, successors, and permitted assigns.
- 14.5. **Independent Contractors.** The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.
- 14.6. **Waiver.** No waiver by either of the Parties of any breach of any provision hereof shall constitute a waiver of any other breach of any provision hereof, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default or by anything done or omitted to be done by the other Party.
- 14.7. **Interpretation.** The Parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting Party will not apply in interpreting this Agreement.
- 14.8. **Severability.** If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

- 14.9. **Schedule.** Schedule A (Software and Functionalities), which may change from time to time, will be attached to form an integral part of this Agreement.

## SCHEDULE A

### SOFTWARE AND FUNCTIONALITIES

#### 1. Moveck Cleanse Software

Cleanse is an innovative solution designed to facilitate the processing and harmonization of data from various protocols or projects. Cleanse assists the Client in analyzing diverse data (C3D, MVNX, TXT, etc.) without producing results, leaving the final interpretation to the Client. Cleanse allows flexible project management, supports study evolution without requiring a reset, and offers advanced features for event verification and exclusion of aberrant cycles, thus optimizing the data analysis process.

Key Features:

**Data Harmonization:** Cleanse offers a suite of customizable data models, allowing the Client to standardize and harmonize data from various sources, ensuring increased consistency and interoperability in project analysis.

**Rechargeable Project:** Cleanse provides flexibility in managing evolving projects, allowing the Client to adjust, extend, and reconfigure analysis projects without compromising the integrity of existing data.

**Management of Multiple Data Sources:** Through an intuitive user interface, Cleanse facilitates the integration of heterogeneous data, offering advanced preprocessing options to adapt the analysis to the specifics of each data source.

**Multiple Analyses per Project:** This feature ensures analytical versatility, allowing the Client to perform multiple analyses on the same dataset, with fully customizable configurations and visualizations to meet various study objectives.

**Event Verification:** Cleanse integrates advanced event detection and suggestion tools, speeding up the process of selecting relevant events for analysis while providing editing and revision capabilities for the Client to refine evaluation criteria.

**Exclusion of Aberrant Cycles:** Cleanse provides sophisticated methods for identifying and excluding anomalies in data cycles, with customization options for normalization and analysis by the Client, ensuring accurate and reliable analyses.

**Configurable Export:** Allows exporting generated information in different formats, facilitating their use in various application contexts.

**Not Intended for Clinical or Medical Interpretation:** Cleanse is not designed to provide clinical interpretations or guarantee the accuracy of findings in medical applications. The Client is fully responsible to ensure that the end users verify the generated results, using visualization tools or any other means at their disposal to confirm the relevance and integrity of the information. Cleanse does not modify reference data, thus ensuring its integrity.

Cleanse is exclusively intended for use on local desktop systems, with no possibility of exploitation for work hosted on remote servers or involving cloud hosting of reference or generated data.

#### 2. Moveck Pipe Software

Pipe is a software specialized in data orchestration following a modular and optimized approach. It allows defining a series of operations or algorithms based on a module concept, enabling the

connection of inputs and outputs from different modules to achieve chain processing, which is also parallelizable.

The specific characteristic of Pipe is its ability to integrate into various development environments or directly into software suites, facilitating the connection between the pipeline system's API and the target software's API. Data orchestration enables the recording of various intermediate and final results processed during the execution phase. Depending on requirements, modules can be configured to meet Client needs. Pipe facilitates the definition of processing processes by providing tools for reviewing intermediate results while allowing parallel execution of various types of processing.

Pipe merely serves as a means for the Client to expedite the creation of configurable processing by optimizing the concatenation of operations or algorithms. Moveck has no control over, and is therefore not responsible for the choice of operations or the outcome of operation sequences, nor for the use of results in various application domains that the Client may decide to utilize. Similarly, the Client is responsible to ensure that the end users validate the consistency of results with their chosen tools. Moveck is not responsible for pipeline configurations, or the results derived from Client's reference data. Additionally, Moveck is not responsible for the quality of operation sequences, which may be impacted by the quality of the Client's reference data, thus potentially affecting performance, directly influencing intermediate and final results.

Pipe is not specialized in data harmonization and does not support data synchronization with remote cloud hosting services or distant servers. Pipe is solely designed to operate with data local to the execution environment.

Preconfigured pipeline:

Pipe may be distributed by Moveck through specialized pipelines provided by Moveck. This distribution method may incur additional costs and efforts for support and accompaniment, which will be purchased by the Client by signing a separate Order Form, depending on the nature of the pipeline and its complexity. In the context of preconfigured pipeline distribution, the Client remains responsible for the results and validation of results within their usage framework. Moveck will only provide preconfiguration and can offer support in configuring and extending calculation steps upon Client's request, subject to additional fees depending on demand.

### **3. Moveck Augment Software**

Augment is a software offered by Moveck, providing an execution engine that allows the Client to connect hardware sources, configure processing pipelines, visualize and record information from the hardware sources in real-time. More specifically, Augment serves as a generic engine for visualizing indicators produced by the Client.

Augment is based on five main functionalities.

1. Configure and record metadata information of a subject for an acquisition context. Augment allows the Client to configure the information context he wishes to associate with a visualization and recording session.
2. Configure and connect different hardware sources using available hardware drivers to connect incoming signal sources for real-time exploitation and visualization.
3. Augment's capability to offer a configuration system for operations, allowing the creation of pipelines with available real-time calculation operations. These highly configurable and optimized pipelines enable the processing and generation of additional information from the acquisition source.

4. Provide visualization modules to observe incoming data streams as well as processed data streams by the pipeline in different graphical representations, configurable to facilitate result observation.
5. Augment allows the recording of acquisition data while maintaining links with the subject's metadata to enable the Client to operate with data in other processing contexts. This highly configurable functionality allows the Client to create an observation environment according to the available modules.

The Client is responsible for the generated results at all times, the quality of input data and the stability of the information flow from the connected acquisition instruments to Augment. Additionally, the Client is responsible for the use and interpretation of indicators produced by different calculation pipelines.

Augment is a desktop software and does not support streaming or automatic data synchronization. In the context of distribution, Moveck can offer service and support to extend or create custom modules for acquisition or visualization, subject to additional fees depending on demand.

Additional service and support:

Moveck may, under certain circumstances, offer its services and support for pipeline development. In this case, additional costs will be charged to the Client upon signature of an Order Form to this effect. The Client remains responsible for validating the quality of results and ensuring a quality acquisition environment to guarantee the proper functioning of the software.

#### **4. Extension Module for Industrial Use**

The integration of one or more software solutions within an industrial context for operational purposes may necessitate additional costs and efforts, which could result in an increase in the license fee and the amount associated with the support plan. The augmentation of costs will be included in an Order Form and may involve analysis, additional support hours, and accompanying efforts.

In industrial settings, the implementation of software solutions often demands bespoke configurations, tailored integrations, and specialized support to meet the unique requirements and operational intricacies of the industrial environment. This can entail comprehensive assessments, customized development, and extended support services to ensure seamless integration, optimal functionality, and sustained operational efficiency.

Therefore, the incorporation of extension modules for industrial use may incur supplementary charges to cover the associated costs of analysis, development, implementation, and ongoing support. These additional expenses will be included in an Order Form and are necessary to deliver tailored solutions that align with the specific needs and operational objectives of industrial Clients.