

**AUDIOKINETIC
STRATA™ SUBSCRIPTION AGREEMENT**

These terms and conditions contain legal obligations and form an agreement between you, the subscriber (“**Subscriber**” or “**you**”), and AUDIOKINETIC. The following terms and conditions, together with any other documents and/or additional terms they expressly incorporate by reference (collectively, the “**Subscription Agreement**”), govern your subscription which allows you to access Strata.

BY SELECTING THE “I AGREE” BUTTON AT THE CHECKOUT SCREEN, YOU ARE DEEMED TO ACCEPT THE TERMS AND CONDITIONS OF THIS SUBSCRIPTION AGREEMENT. **IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS SUBSCRIPTION AGREEMENT, OR IF YOU DO NOT HAVE THE REQUIRED AUTHORITY TO ENTER INTO THIS SUBSCRIPTION AGREEMENT, THEN DO NOT SELECT THE “I AGREE” BUTTON. IF YOU DO NOT SELECT THE “I AGREE” BUTTON, THEN YOU MUST NOT ACCESS OR USE STRATA OR ALLOW OR CAUSE ANYONE ELSE TO ACCESS OR USE STRATA.**

IF YOU ARE ENTERING INTO THIS SUBSCRIPTION AGREEMENT ON BEHALF OF AN ENTERPRISE, A NON-PROFIT ORGANIZATION, AN EDUCATIONAL INSTITUTION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS SUBSCRIPTION AGREEMENT, IN WHICH CASE THE TERMS “SUBSCRIBER”, “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY.

BY ACCEPTING THE TERMS AND CONDITIONS OF THIS SUBSCRIPTION AGREEMENT, YOU REPRESENT AND WARRANT THAT ANY AND ALL INFORMATION YOU PROVIDE US IN CONNECTION WITH YOUR SUBSCRIPTION IS TRUE, ACCURATE AND COMPLETE. THE PROVISION OF FALSE OR FRAUDULENT INFORMATION IS STRICTLY PROHIBITED AND WILL RESULT IN THE TERMINATION OF THIS SUBSCRIPTION AGREEMENT.

TO ACCEPT THIS SUBSCRIPTION AGREEMENT, YOU MUST BE AT LEAST 18 YEARS OF AGE OR HAVE REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE. IF YOU ARE YOUNGER THAN 18 YEARS OLD OR HAVE NOT YET REACHED THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE AND YOU ARE PURCHASING A SUBSCRIPTION FOR YOURSELF, THEN YOUR PARENT OR LEGAL GUARDIAN OR TUTOR MUST ACCEPT THIS SUBSCRIPTION AGREEMENT FOR YOU IN ORDER TO PURCHASE THE SUBSCRIPTION. IF YOU ARE ENTERING INTO THIS SUBSCRIPTION AGREEMENT ON BEHALF OF AN EDUCATIONAL INSTITUTION AND YOUR AUTHORIZED USERS INCLUDE MINORS YOUNGER THAN 18 YEARS OLD OR HAVE NOT YET REACHED THE LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, BY ACCEPTING THE TERMS AND CONDITIONS OF THIS SUBSCRIPTION AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED THE REQUIRED CONSENT OF THE MINORS’ PARENTS OR LEGAL GUARDIANS OR TUTORS.

1. DEFINITIONS

The following capitalized terms will have the following meaning in this Subscription Agreement:

- 1.1 “**Applicable Pricing**” means the pricing applicable to your Subscription as of the date of your Order Form, which will be based on AUDIOKINETIC’s standard pricing for access to and use of Strata current as of the Effective Date, available on AUDIOKINETIC’s website and may include discounts or promotions;
- 1.2 “**AUDIOKINETIC**”, “**we**” or “**us**” means Audiokinetic Inc., a Canadian corporation with offices at 215 Saint-Jacques St., Suite 1000, Montreal, Quebec, H2Y 1M6 Canada;
- 1.3 “**Authorized User**” also means you, in the case of a complimentary Subscription or a single-user Subscription, and in the case of an enterprise Subscription, also means any other individual authorized by you to use Strata under your Subscription;
- 1.4 “**Collection**” means a regrouping of Strata Source Sounds, Pre-designed Sounds and Rendered Unedited Sounds categorized by specific themes to which Authorized Users are given access pursuant to your Subscription;

- 1.5 “**Content Partners**” means the third-party partners who provide proprietary source sounds used to create Pre-designed Sounds;
- 1.6 “**Documentation**” means all documentation (including technical, reference and installation manuals, user guides, and other written documentation) generally provided by AUDIOKINETIC with respect to Strata from time to time;
- 1.7 “**Edited Sound**” means a Pre-designed Sound whereby an Authorized User has customized the associated Strata Source Sounds, clip edits, tracks and effect parameters, in order to facilitate the fine-tuning of such Pre-designed Sound, and/or to modify the Pre-designed Sound by adding other source sounds;
- 1.8 “**Effective Date**” means the date on which this Subscription Agreement is accepted by you;
- 1.9 “**License Agreements**” means, collectively, the Strata License Agreement as well as the license agreements for the Proprietary Strata Plug-ins and the Third-Party Strata Plug-ins;
- 1.10 “**Licensed Sounds**” means, collectively, Strata Source Sounds, Pre-designed Sounds and Rendered Unedited Sounds licensed to you pursuant to this Subscription Agreement and the Strata License Agreement;
- 1.11 “**Order Form**” means the document that will be presented to you immediately prior to your purchase of a Subscription summarizing the terms of your purchase or, in the case of an enterprise Subscription, the invoice issued to you by the AUDIOKINETIC sales team;
- 1.12 “**Pre-designed Sound**” means a pre-designed, ready to use, multi-stem and multitrack sound effect from a Collection delivered as REAPER projects and sub-projects or in any other multitrack format for use in digital audio workstations, built using Strata Source Sounds and which an Authorized User can use to create an Edited Sound;
- 1.13 “**Privacy Policy**” means AUDIOKINETIC’s Privacy Policy, as amended from time to time, available at <https://www.audiokinetic.com/privacy/>;
- 1.14 “**Proprietary Strata Plug-ins**” means the plug-ins which are proprietary to AUDIOKINETIC that are distributed with Strata which are required to be installed locally on an Authorized User’s computer system including the VST effects plug-ins;
- 1.15 “**Rendered Edited Sound**” means an Edited Sound in rendered form;
- 1.16 “**Rendered Unedited Sound**” means a Pre-designed Sound in rendered form, without any editing by an Authorized User;
- 1.17 “**Rendered Sound**” refers to a sound in rendered format, and may refer to either a Rendered Edited Sound or a Rendered Unedited Sound;
- 1.18 “**Strata**” refers collectively to the Licensed Sounds, the Proprietary Strata Plug-ins, the Third-Party Strata Plug-ins and the Documentation;
- 1.19 “**Strata License Agreement**” means the Strata license agreement available [here](#);
- 1.20 “**Strata Source Sound**” means a proprietary source sound owned by AUDIOKINETIC, Content Partners, or their respective licensors, used to create a Pre-designed Sound;
- 1.21 “**Subscription**” means any of the different Strata subscription plans offered by us, which may have different conditions and limitations;
- 1.22 “**Subscription Period**” means the period during which you have a valid Subscription to Strata;
- 1.23 “**Subscription Year**” means each twelve (12) month period of your Subscription Period;

- 1.24 **“Third-Party Strata Plug-ins”** means the third-party plug-ins that are distributed with Strata which are required to be installed locally on an Authorized User’s computer system including the ENRAGE plug-in provided by BOOM Library oHG and its successor entities, including notably BOOM Library GmbH, and the IEM plug-in suite; and
- 1.25 **“User Developed Product”** means an unlimited number of multimedia products developed during the Subscription Period by you or for your benefit (through means and media now known or hereafter devised (e.g., music, sound-effect, audio/video post-production, performance, broadcast, multimedia, film, videogame or similar content-creation and productions, and any promotion or advertising related thereto), in which Rendered Sounds are integrated and synchronized.

2. SUBSCRIPTION TO STRATA

- 2.1 **License Agreement.** The license and ownership rights associated with your Subscription are set out in the Strata License Agreement available [here](#). You will, and will cause your Authorized Users to, as applicable, comply with all License Agreements, which are incorporated herein by reference.
- 2.2 **Types of Subscription Plans.** As part of the subscription process to Strata, you will be required to select the type of Subscription plan you wish to purchase. We may offer a number of distinct Subscription plans, which may have differing conditions and limitations which will be confirmed in your Order Form. Different Subscription plans may include access to different subsets of all available Collections. You will be able to find specific details regarding your Subscription plan in your user account on the AUDIOKINETIC portal. Information on the different types of Subscription plans for Strata currently offered by us is available [here](#). You are required to comply with any specific terms and conditions that apply to you based on the type of Subscription plan you have purchased.
- 2.3 **Single-user Subscription.** If you, the Subscriber, are also the sole Authorized User, your Subscription will be a single-user Subscription. You will:
- 2.3.1 access Strata via your user account (“**Authorized User Account**”);
 - 2.3.2 not allow your access to Strata to be used by anyone other than yourself; and
 - 2.3.3 keep a secure password for your Authorized User Account.
- 2.4 **Complimentary Subscription.** Complimentary Subscriptions do not require the payment of any Subscription Fees. If you obtain a complimentary Subscription, the terms and conditions of this Subscription Agreement and Strata License Agreement still apply. For clarity, reference made to “Strata Sample” refers to a complimentary Subscription. A complimentary Subscription cannot be converted into another type of Subscription, which must be purchased separately. We offer the complimentary Subscription on a single-user basis. You can use the complimentary Subscription for both your personal and commercial User Developed Products. For the purposes of the complimentary Subscription, the definition of User Developed Products includes the User Developed Products that you developed for the benefit of your employer or contracting party. For an enterprise or a group that wishes to obtain complimentary Subscriptions, the complimentary Subscription can be obtained on a user-by-user basis for multiple users in the same organization.
- 2.5 **Enterprise (Multi-user) Subscription.** If you purchase a paid Subscription for multiple users on behalf of an enterprise or a group, including for a non-profit organization or an educational institution, your Subscription is considered an enterprise Subscription. The following terms apply to enterprise Subscriptions:
- 2.5.1 **Number of Authorized Users.** The number of Authorized Users who can benefit from your enterprise Subscription will be set out in the enterprise account on the AUDIOKINETIC portal or the quote our sales department provides to you. Once you purchase an enterprise Subscription for a certain number of Authorized Users, you must pay the Subscription Fees associated with the number of Authorized Users indicated in our annual invoice to you, even if you choose not to assign an individual to each Authorized User seat during your Subscription Period. In the event that you wish to increase the number of Authorized Users under your Subscription during your Subscription Period, you may contact our sales department at sales@audiokinetic.com or access the option to increase the number of Authorized Users via your account on the AUDIOKINETIC portal (if applicable). A new quote or confirmation will be issued to you for such additional Authorized Users. You will be charged for any

additional Authorized User seat at the Applicable Pricing current as of the Effective Date of this Subscription Agreement. The Applicable Pricing for additional Authorized User seats may be pro-rated for the duration left in the then-current balance of your Subscription Period. For clarity, you cannot decrease the number of Authorized Users during your Subscription Period.

2.5.2 **Account Leader.** You will be required to designate one or more “Account Leader(s)” on AUDIOKINETIC’s online portal. Your Account Leader will (i) ensure that the list of Authorized Users and their business contact information is provided to us and that their business contact information is updated; (ii) only designate Authorized Users who are employees or independent contractors working on User Developed Products for you; (iii) ensure that Authorized Users create individual accounts associated with your enterprise via our online portal; and (iv) grant your Authorized Users access to Strata. Your Account Leader shall ensure that proper safeguards are in place to limit any unauthorized access to Strata by any person other than an Authorized User, and cause each Authorized User to keep a secure password for their access to the Authorized User Account. Your Account Leader will be responsible for communicating to your Authorized Users the limitations on the access and use of Strata.

2.5.3 **Responsibility.** The enterprise on whose behalf you purchase the Subscription is responsible for any breach by your Authorized Users of the terms of any License Agreement or this Subscription Agreement.

2.6 **Changes to Subscription.** We reserve the right to change our subscription plans or adjust pricing for the Subscriptions or any component thereof in any manner and at any time as we may determine in our sole discretion. If you have an existing Subscription, we may offer the option to upgrade your Subscription to benefit from our new offerings.

2.7 **Promotional Offers.** We may from time to time offer special promotional offers and subscription plans. Offer eligibility is determined by us at our sole discretion. If you have a current Subscription, you may not be eligible for special promotional offers and subscription plans. The eligibility requirement and other limitations and conditions will be disclosed to you in your Order Form.

3. FEES AND PAYMENT

3.1 **Subscription Fees.** Your access to and use of Strata is subject to the payment of the subscription fees set out in your Order Form, which will reflect the Applicable Pricing (your “**Subscription Fees**”).

3.2 **Guaranteed Pricing.** You will benefit from the Subscription Fees at the time of your Subscription throughout your Subscription Period. If we change the structure of our subscription plans, the pricing or any other substantive component of the Subscription, excluding any temporary promotions or discounts we may offer, you will have the option to change your Subscription to the new model or keep your current Subscription for the duration of your Subscription Period.

3.3 **Payment of Subscription Fees.** Subscription Fees are payable upfront on an annual basis, commencing on the Effective Date. Once you provide us with your payment information, we will charge you for the initial payment immediately and shall automatically charge you on an annual basis thereafter for the duration of your Subscription Period. You may have the option to make a one-time payment to cover the entirety of your Subscription Period, in which case we will charge you the total amount of the Subscription Fees immediately instead of on an annual basis.

3.4 **Payment Method.** To purchase a Subscription, you must provide us with a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party (a “**Payment Method**”). You authorize us to charge the Payment Method associated to your account for the Subscription Fees upon their due date throughout your Subscription Period. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method.

3.5 **Update of Payment Information and inability to process payment.** You are responsible for making sure your payment information is always up to date, which you can do by accessing your Audiokinetic online user account. You remain responsible for any uncollected amounts. If payment is not successfully settled, due to expiration, insufficient funds, or otherwise, you will receive a message from us notifying you that a payment has been missed, and you will have thirty (30) days to update your payment information to maintain your

Subscription. If we are not able to process your payment within said 30-day period, and without prejudice to any other rights and remedies available to us under this Subscription Agreement or at law, we may, without liability to you: (i) suspend or terminate (in our sole discretion) your Subscription while the invoice(s) concerned remain unpaid; (ii) charge interest from the day on which the Subscription Fees are due at a rate of 1 1/2% per month (18% per year), but in no event higher than the maximum legal rate permissible under applicable law.

- 3.6 **Non-refundable.** Payments of Subscription Fees are non-refundable and there are no refunds or credits for partially used Subscription Periods. However, in an event of termination for cause according to Section 7.3 below, due to a material breach by us, we will reimburse you the Subscription Fees paid calculated on a pro-rata basis of the balance period between the termination date and the then-current year of your Subscription Period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("**credits**"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.
- 3.7 **Taxes.** All Subscription Fees are exclusive of any and all taxes, fees including, without limitation, value added tax, sales tax and all other government taxes and you are responsible for payment of all such taxes (excluding withholding tax) when applicable.
- 3.8 **Withholding (enterprise Subscription only).** In the event you are required to deduct withholding tax levied upon or withheld from any payments due hereunder, you shall be entitled to deduct such tax, provided however that, if a tax treaty between Canada (or the relevant jurisdiction, as applicable) and your country is effective as of the execution of this Subscription Agreement, upon our request, you shall cooperate with us to obtain the benefit of such tax treaty and to claim reduction or exemption of withholding tax in your country by providing such documentation as may be reasonably required.

4. **PRIVACY**

- 4.1 We will have access to limited personal information about you and your Authorized Users. We shall collect, access, use, transfer, store, or process such personal information only as it is required to provide you with your Subscription. For more information on our privacy practices and how we handle your personal information, please consult our Privacy Policy available [here](#), which is incorporated herein by reference.

5. **DISCLAIMER**

- 5.1 STRATA IS PROVIDED "AS IS" AND "WHERE IS" BY AUDIOKINETIC AND IS ACCEPTED AS SUCH BY YOU. AUDIOKINETIC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES RELATING TO THE CONTENT OF STRATA, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT. AUDIOKINETIC DOES NOT WARRANT THAT STRATA WILL MEET YOUR REQUIREMENTS, OR THAT THE USE OF STRATA WILL BE UNINTERRUPTED OR ERROR FREE. YOU AGREE THAT AUDIOKINETIC WILL NOT BE LIABLE FOR ANY DAMAGES THAT YOU OR ANY AUTHORIZED USER MAY INCUR ARISING OUT OF THE USE OR INABILITY TO USE STRATA. IF YOU BENEFIT FROM CERTAIN STATUTORY WARRANTIES PURSUANT TO YOUR LOCAL CONSUMER PROTECTION LEGISLATION WHICH CANNOT BE DISCLAIMED, THE FOREGOING DISCLAIMER WILL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW OF YOUR JURISDICTION.

6. **LIMITATION OF LIABILITY**

- 6.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AUDIOKINETIC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, EQUIPMENT, INFORMATION OR DATA, LOSS OF PROFITS, REVENUE OR GOODWILL OR COST OF REPLACEMENT SERVICES OCCASIONED BY ANY DEFECT IN STRATA, THE INABILITY TO USE TECHNOLOGY OR SERVICES PROVIDED HEREUNDER OR ANY OTHER CAUSE WHATSOEVER WITH RESPECT TO STRATA OR THIS SUBSCRIPTION AGREEMENT, REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT IN RESPECT OF A REFUND OF THE SUBSCRIPTION FEES RESULTING FROM AUDIOKINETIC'S BREACH IN ACCORDANCE WITH SECTION 7.3, OR AS PROVIDED IN THE STRATA LICENSE AGREEMENT, IN NO EVENT SHALL AUDIOKINETIC'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR THE STRATA LICENSE AGREEMENT EXCEED \$100. NOTWITHSTANDING THE FOREGOING, AUDIOKINETIC SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO YOU OR YOUR AUTHORIZED USERS' USE OR INABILITY TO USE THIRD-PARTY STRATA PLUG-INS AND ANY CLAIM FROM YOU IN THIS REGARD SHALL BE DIRECTED TO THE RELEVANT THIRD PARTY LICENSOR.

7. TERM AND TERMINATION

7.1 **Subscription Period.** Each Subscription Period is for thirty-six (36) months from the Effective Date, unless terminated earlier in accordance with the provisions hereof.

7.2 **New Subscription Period.** We will notify you prior to the expiration of your Subscription Period to give you the opportunity to purchase a new Subscription and confirm the then Applicable Pricing. If you confirm that you wish to purchase a new Subscription, your new Subscription Period will begin upon the expiration of your current Subscription Period. Please refer to Section 7.6 for your obligations upon termination.

7.3 **Termination.** Either party may terminate the Subscription if the other party materially breaches this Subscription Agreement or the Strata License Agreement and such material breach, if curable, is not cured within thirty (30) days of written notice describing the breach.

7.4 **Termination by Consumer.** If you are a consumer, you may have additional rights based on applicable consumer protection laws in your jurisdiction. You may have the right to terminate before the end of your Subscription Period upon thirty (30) days' notice. We invite you to contact our customer service should you wish to terminate your Subscription. In the event of such early termination, you would retain access to Strata up until the end of the then-current Subscription Year. You will not be entitled to any refunds for fees already paid to us.

7.5 **Termination by AUDIOKINETIC.** AUDIOKINETIC may terminate this Subscription Agreement upon thirty (30) days' written notice to you, but such termination will only apply at the end of your then-current Subscription Year.

7.6 **Effect of Termination.** Upon the termination of your Subscription, you will no longer be able to access Strata, other than as set out in the Strata License Agreement. You must destroy any copies of the Licensed Sounds and Documentation in your possession or control, (i) subject to your rights which continue even after the end of your Subscription Period in accordance with the Strata License Agreement and (ii) information that is automatically retained as part of a computer back-up, recovery or similar archival or disaster recovery system or form; provided, such copies are not intentionally accessed except where required or requested by applicable law or where disclosure is otherwise permitted under this Subscription Agreement. Once your Subscription Period is terminated, you must promptly notify all Authorized Users of any such termination. Please refer to the applicable License Agreements of Third-Party Strata Plug-ins for additional details regarding your rights and obligations following the end of your Subscription Period.

7.7 **Survival.** Sections 1 (Definitions), 3.6 (Non-refundable), 4 (Privacy), 5 (Disclaimer), 6 (Limitation of Liability), 7.6 (Effect of Termination), 7.7 (Survival) and 8 (General) shall survive the termination or expiration of this Subscription Agreement in accordance with their terms.

8. GENERAL

8.1 **Amendment.** We reserve the right to amend the terms and conditions of this Subscription Agreement during your Subscription Period. You will be given the opportunity to agree to the new terms and conditions. If you refuse to agree with the proposed changes, your Subscription Period will end at the end of your then-current Subscription Year and the terms and conditions which you agreed to will continue to apply to your Subscription until its termination.

8.2 **Waiver.** Any failure to enforce by either party of any term or condition of this Subscription Agreement or any breach thereof, in any one instance, shall not be deemed or construed to be a waiver of such term or condition or any subsequent breach thereof.

8.3 **Notices.** Any notices or communications required or permitted to be given by this Subscription Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

8.3.1 Notice to AUDIOKINETIC:

215 Saint-Jacques St.
Suite 1000
Montreal, Quebec
H2Y 1M6 Canada

Attention: legalnotice@audiokinetic.com
Phone: +1 514 499-9100

8.3.2 Notice to you will be sent to the address appearing in your account.

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically. A party may, for purposes of this Subscription Agreement, change their address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section 8.3.

8.4 **Enurement.** This Subscription Agreement shall be binding upon and enure for the benefit of the successors in title of the parties hereto.

8.5 **Assignment.** Your rights and obligations under this Subscription Agreement not be assigned or sublicensed by you in whole or in part. For an enterprise Subscription only, you may assign your Subscription in the event of a merger, acquisition of all of substantially all of its assets or similar corporate activity under the following conditions: (i) prior written notice provided to us, and (ii) the surviving entity agrees to be bound by the terms of this Subscription Agreement.

8.6 **Export and Sanctions.** You agree to comply with all export laws, restrictions, national security controls and regulations of Canada, the United States, or other applicable national or foreign agency or authority, and not to export or re-export, or allow the export or re-export of any proprietary information or any copy or direct product thereof in violation of any such restrictions, laws or regulations. If you are the subject of economic sanctions of the Canadian or United States government, you cannot purchase a Subscription hereunder. If you become the subject of economic sanctions of the Canadian or United States government during your Subscription Period, we have the right to terminate your Subscription with no refund of paid Subscription Fees.

8.7 **Independent Contractors.** Each party will act at all times as an independent contractor and will have no right or authority to act on behalf of, create any obligation for, or bind the other party in any way. Nothing in this Subscription Agreement will be deemed to create a partnership or joint venture between the parties.

8.8 **Governing Law.** This Subscription Agreement will be governed by and construed under the laws of the province of Quebec and the laws of Canada applicable therein and the parties hereto submit to the exclusive jurisdiction of the courts of the Province of Quebec, District of Montreal.

8.9 **Language.** You confirm that French versions of this Subscription Agreement and the License Agreements which form an integral part thereof have been remitted to you, and it is your express wish to be bound by the English version of such agreements only. *Vous convenez que les versions françaises de cette entente de souscription et des conventions de licence des utilisateurs finaux qui en font partie intégrante vous ont été*

remis en français et que c'est votre volonté expresse d'être lié par la version anglaise de ces ententes seulement.