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2 USE ON BEHALF OF A CORPORATE ENTITY

If You accept the terms and conditions in this EULA on behalf of a company or other legal entity, You warrant that You have the full legal authority to accept the terms and conditions in this EULA on behalf of such company or other legal entity, and to legally bind such company or other legal entity.

3 LICENSE

- 1) In consideration of the fees and Your performance of the terms and conditions of this Agreement, Novlum hereby grants You a non-exclusive, non-transferable, non-sublicensable, limited personal license to use the Content in accordance with this EULA.
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 - b) use, alter, or modify the Content to create a VAP for use within Your company or within Your legal entity only; and
 - c) use the Content to create a Derivative Product provided the Derivative Product
 - i) does not contain any source data from the Content,
 - ii) irreversibly modifies the Content and
 - iii) is uncoupled from the Content.
- 2) You shall not:
- a) sublicense, sell, rent, lease, redistribute, transfer or assign the Content, or otherwise make the Content available to a third party, except as expressly permitted in this EULA;
 - b) publicly display the Content or any VAP;
 - c) copy or otherwise reproduce the Content except as expressly permitted in this EULA;
 - d) use the Content, a VAP, or a Derivative Product for any purpose not expressly permitted under this EULA;
 - e) reverse engineer or otherwise attempt to derive the algorithms, databases, or data structures used to create or derive the Content or to make the Content available;
 - f) alter or remove any copyright, trademark or other Intellectual Property Rights notice, any proprietary legend or watermark or other notice contained in or on the Content; or
 - g) use the Content for any inappropriate, unlawful or illegal activity, or to facilitate the use of the Content for any inappropriate, unlawful or illegal activity.

5 WARRANTY DISCLAIMER

- 1) You agree that You are using the Content at Your own risk and the entire risk as to satisfactory quality, performance and accuracy is with You.
- 2) The Content is provided on an “as is” and “where is” basis with all faults. Novlum makes the Content available without any representation or warranty, express or implied, of any kind, and Novlum specifically disclaims any warranties of fitness for a particular purpose, merchantability or non-infringement of any third party rights. Novlum makes no representation that the Content will be error free or continuously available.
- 3) You acknowledge and agree that the Content by its nature can contain errors and that its accuracy is subject to numerous factors, including without limitation, errors or accuracy in collection, processing, and processing systems, including hardware and software.
- 4) No oral or written information, advice, representation or warranty given by Novlum, its dealers, distributors, agents or employees creates a representation or warranty or in any way increases the scope of any representation or warranty given under this Agreement and You may not rely upon such information, advice, representation or warranty.

6 LIABILITY LIMITATION

- 1) You agree that in no event will Novlum have any liability whatsoever to You or any other party arising out of Your reliance on, or use of, the Content, Derivate Products or VAPs, whether such liability arises directly, indirectly or otherwise, and even if Novlum has notice of the possibility of such damages and regardless of the nature of the cause of action or theory asserted.
- 2) You agree that in no event will Novlum be liable to You or any other party for any indirect, consequential, special, punitive, exemplary damages (including loss of profits or business, loss of anticipated savings, loss of data, and the cost to procure substitute goods), arising under this EULA or as a result of Your use of the Content, Derivative Products or VAPs, whether liability is asserted in contract, tort (including negligence) or other legal theory.
- 3) You agree that in no event will Novlum’s liability to You under this Agreement exceed in the aggregate the amounts You paid to Novlum for the use of the Content giving rise to the claim.

7 TERMINATION

- 1) This EULA remains in force until terminated in accordance with this Section 7.
- 2) Novlum may terminate this EULA with immediate effect by providing written notice to You if You breach any term of this EULA. In this case, you will have no claim to any remedy or refund of any fees paid.
- 3) Upon any termination of this Agreement, You shall delete the Content and provide written evidence of such deletion to Novlum.
- 4) Upon any termination of this Agreement, any and all licenses granted to You under this EULA terminate, so you have no further right to download, access or use the Content or any VAP after termination.
- 5) After any termination of this Agreement, the following provisions of this EULA survive and continue to bind the parties: Articles 1, 2, 5, 6, 7 and 8.

8 GENERAL TERMS

- 1) Any notices, correspondence or communication required or desired to be given or made hereunder shall be in writing and shall be effective when delivered to Novlum at the address indicated below and shall only be binding upon Novlum, when issued or confirmed in writing by Novlum.

Novlum Inc.

Email: info@novlum.com

Address: 350, 734 7 Ave SW, Calgary, Alberta, T3P 3P8, Canada

- 2) You agree that damages may not be an adequate remedy for any breach or threatened breach of Your obligations under this Agreement. Accordingly, in addition to any and all other available remedies, Novlum will be entitled to seek a temporary or permanent injunction or any other form of equitable relief to enforce the obligations contained in this Agreement.
- 3) Failure of Novlum to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion.
- 4) You may not assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 5) If any provision of this Agreement is wholly or partially unenforceable for any reason, all other provisions will continue in full force and effect.
- 6) This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada and the parties attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

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