



KORF TECHNOLOGY LTD

ENGINEERED WITH PASSION

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EULA

Please read all the terms and conditions of this End User License Agreement (the "Agreement") with Korf Technology Ltd. ("Korf") carefully. By clicking "I agree" or similar language, by using the Korf Hydraulics software (the "Software"), by signing a copy of this Agreement, or by signing an order or other document referring to this Agreement, you (the "Customer") agree to be bound by the terms and conditions of this Agreement, even if you have not read them. It is important to read this entire Agreement. In particular, it contains provisions that may limit your rights, such as the section entitled Limitations. This Agreement applies regardless of and to the exclusion of any provisions in any Customer purchase order or other Customer provided document.

1. License: Korf grants to the Customer a non-exclusive, non-transferable license to access and use the object code of the Software on the terms and for the Term contained herein.

The evaluation version of the Software may be used for evaluation purposes only. The evaluation Software version is fully functional, but after 30 days or 10 uses, whichever comes first, the Customer must either uninstall the Software or pay for its use.

A single license holder is permitted to install one copy of the Software on a single computer. The single license expires one year after it is downloaded (the "Term") and requires payment of an initial purchase fee as well as a yearly support fee to extend the Term. If the annual support fee is not paid the Software will stop functioning and the Customer must cease using and uninstall the Software.

A site license holder is permitted to install a copy of the Software on any number of computers at a single Customer business location. The site license expires after the Term and requires payment of an initial purchase fee as well as a yearly support fee to extend the Term. If the annual support fee is not paid the Software will stop functioning and the Customer must cease using and uninstall the Software.

A corporate license holder is permitted to install a copy of the Software on any number of computers at any number of Customer business locations. The corporate license expires after the Term and requires payment of an initial purchase fee as well as a yearly support fee to extend the Term. If the annual support fee is not paid the Software will stop functioning and the Customer must cease using and uninstall the Software.

The Customer will not: (a) reproduce, sell, rent, assign, lease, sublicense, distribute, pledge, market or commercially exploit, in any way, except as provided in this Agreement the Software, any component thereof, or any documentation relating to the Software; (b) allow others to use the Software or offer the Software as a SaaS or similar third party offering; (c) use the Software except as authorized herein; (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear during use of the Software; (e) reverse engineer, decompile, disassemble or create derivative works from the Software; or (f) use the Software for activities that are illegal or unethical.

2. Fees: Customer will pay Korf the current annual license, support and administration fees. All amounts are subject to the payment of all applicable taxes. The Customer is responsible for all withholding or similar taxes. Korf may change any fees, licensing, and support offerings at any time by any amount.

Fees are payable in advance, no later than 30 days after the earlier of the invoice date, installation, or renewal. Payment is required for new or delinquent clients before a license will be provided.

Payments are not refundable absent default by Korf.

Any payment not made when due will be subject to interest of 3% per month compounded monthly (equivalent to a yearly interest rate of 42.57%). Failure by the Customer to pay when due may result in termination of the license.

3. Support: During the Term, Korf will provide support ("Support") for the Software to valid license holders by email. Korf will make reasonable efforts to respond to support emails within 24 hours Monday through Friday excluding holidays. If Korf determines that the support being requested is beyond normal software support, it will provide the Customer with a fee quote before providing the services. During the Term, Korf will provide updates to the Software to valid license holders from time to time at no additional cost to the extent it provides such updates to its customers generally. Additional features may be made available from time to time for an additional cost. Support may be subject to additional fees if the Customer is not using then current versions of the Software, or if the Customer has not used the Software in accordance with Korf instructions.

4. Default: This Agreement is effective until terminated.

Korf may terminate this Agreement or suspend the provision of Services, if not cured within 15 days following receipt of notice of default, upon the occurrence of any of the following events: (a) Customer fails to comply with any provision of this Agreement, uses the Software or Services beyond the scope described herein, or fails to pay when due; (b) Customer attempts to assign, sub-license, or otherwise transfer any of its rights under this Agreement without the consent of Korf; or (c) Customer files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by Customer of any act or proceeding for the winding up of its business.

If for any reason Korf ceases to provide the Software or Support for its customers generally, it will provide notice on its website and will continue providing same until the end of the then current Term.

5. Customer Responsibility: The Customer is responsible for all activity conducted using the Software. The Customer is responsible for its infrastructure required to use the Software. The Customer must supply and pay for any third party software required by the Software.

6. Warranty: Korf will support the Software as described in the Support section.

Korf may charge the Customer for services provided under this warranty if they are required because the Customer has not used the Software in accordance with instructions supplied by Korf.

Korf does not warrant that the Software and Support are error free, will operate without problems or without interruption, or will satisfy the Customer's expectations.

7. Limitations: All promises made by Korf are contained in this Agreement. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply.

The Customer cannot collect any damages from Korf for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) that are not direct damages or exceed the amount paid by the Customer to Korf for the Customer's initial license Term of the Software excluding annual support.

Korf relies on these limitations when entering this agreement and setting its fees. They are a fundamental and essential part of our arrangement, and apply even if this agreement has failed in its fundamental or essential purpose or been fundamentally breached.

8. Governing Law: This Agreement will be interpreted in accordance with and governed by the laws of the Province of Ontario, Canada, excluding conflicts of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby submit to the non-exclusive jurisdiction of the courts of Ontario, and the Federal Court of Canada. Any actions against Korf must be commenced in the courts of Ontario or the Federal Court of Canada.

9. Confidential Information: Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to technology, business plans, assets, liabilities, prospects, finances, product capabilities or lack thereof), that is disclosed by a party to the other or that is otherwise learned by the other in the course of its discussions or business dealings with the other, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

Confidential Information will not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the receiving party, direct or indirect, intentional or unintentional; (b) any Confidential Information which the receiving party can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from the other party; (c) any Confidential Information that is disclosed to the receiving party by another party not in violation of the rights of the other party or any other person or entity; and (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed.

The parties will (i) not use Confidential Information for any purpose other than that contemplated by this Agreement; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of this Agreement or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations with the other, and are under confidentiality obligations.

10. Prior Agreement: This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either party. This Agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

11. Survival: The provisions of this Agreement pertaining to Confidential Information will survive the termination of this Agreement. Other sections pertaining to rights and obligations which by their nature should survive termination are hereby confirmed to so survive.

12. Force Majeure: Korf is not liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed will be extended by a reasonable time, provided that payments will not be delayed.

13. Notice: All required notices, or notices which may be provided in accordance with this Agreement, will be in writing and will be duly provided for if the notice is remitted to its addressee by courier, mail, or e-mail, if to Korf to the address at the top hereof, and if to the Customer to the address provided by the Customer on signup, or such other address as the party which is to receive the notice indicates to the party providing the notice, in the manner provided for in this section. Every notice by e-mail the first business day after the date received; or the fifth business day following the date of mailing, if sent by mail.