

ACL Software License Agreement

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- 2. Grant of License.** The section(s) relating to the specific Software you are licensing will apply to you.

A. ACL Desktop Edition:

Grant of License. ACL grants you the personal, non-assignable, non-transferable and non-exclusive license for a specific individual (a "Named User") to install, access and use the Software on a computer assigned to the Named User. The Named User may make a secondary copy of the Software on a portable computer for the Named User's exclusive use. Each Named User will be assigned a unique software key for the installation of the Software. Sharing of Named User licenses and sharing of software keys is expressly prohibited. You may replace a Named User with another individual from within your organization provided the number of Named Users does not exceed the number of Named Users for which you have paid license fees.

B. ACL AuditExchange ("AX"):

This section applies to all components and options for the AX Software (i.e. AX Core, AX Gateway, AX Dashboard, AX Exception, AX Datasource and the optional data connectors) that you have licensed.

Grant of License. ACL grants you the personal, non-assignable, non-transferable and non-exclusive license to install, access and use the Software on the number of servers for which you have paid license fees. You may move any one or more of the components of the Software to another server that is owned, operated or controlled by you, provided that after installing the component(s) of the Software on the new server, you delete the component(s) of the Software from the previous server and continue to comply with this Agreement. AX Core, AX Gateway, AX Dashboard and AX Datasource (including the optional data connectors) may only be accessed and used by up to the number of Named Users for which you have paid license fees. AX Exception may be accessed and used by an unlimited number of Named Users, however, the restriction to install, access and use the server component of the Software on the number of servers for which you have paid license fees, continues to apply.

Additional Grant of License sections for AX components.

AX Datasource. If you are licensing AX Datasource, the following section applies: AX Datasource is to be used only with the ACL Software it is distributed with and may not be used as a standalone software product or with any other software or service. AX Datasource may only be used to: (a) generate proprietary ACL files as the target output; and (b) load data into a target database for use by the ACL Software. Each server for which AX Datasource is installed and used must be limited to a maximum of four (4) CPU cores, unless additional license fees are paid.

AX Dashboard. If you are licensing AX Dashboard, the following section applies: AX Dashboard is to be used only with the ACL Software it is distributed with and may not be used as a standalone software product or with any other software or service.

Disaster Recovery, Failover and Testing. You may install and use one additional copy of the Software for non-production purposes on one of the following: a disaster recovery server, a failover server or a server for temporary test purposes not exceeding thirty (30) days. If you need to install and use the Software on more than one non-production server, you are required to acquire additional licenses.

C. Direct Link:

Grant of License. The Software includes a setup file and an add-on component for the SAP installation ("Add-On Component"). ACL grants you the personal, non-assignable, non-transferable and non-exclusive license to install and use: (a) the setup file on individual workstations for which you have licensed ACL Desktop Edition or ACL Network Edition or ACL AuditExchange software; and (b) an Add-On Component only on an SAP installation for which a license fee has been paid ("Authorized SAP Installation"). You will specify the installation number of the Authorized SAP Installation on the ACL order form or provide written notice of the new Authorized SAP Installation number, if the Authorized SAP Installation is later amended.

Disaster Recovery, Failover and Testing. You are permitted to install an additional copy of the Add-On Component: (a) on a disaster recovery system of the Authorized SAP Installation, provided this additional copy is only used if there is a disaster (e.g. flood, fire, prolonged electrical power outage, act of terrorism) that prevents you from using the Add-On Component on the production system. Once you are no longer prevented from using the Add-On Component on the production system, you agree to cease use of the Add-On Component on the disaster recovery system; however, the Add-On Component may remain installed on this system for disaster recovery purposes; (b) on a failover system of the Authorized SAP Installation that may be used only if the production system fails, does not work properly, or is temporarily down for scheduled software or hardware maintenance. Once the production system resumes its normal functioning, you agree to cease use of the Add-On Component on the failover system, however, the Software may remain installed on this system for failover purposes. You are also permitted to install and use an additional copy of the Add-On Component on the test system of the Authorized SAP Installation for ongoing testing purposes. At no time are you permitted to use the Add-On Component on: (a) the production Authorized SAP Installation; and (b) disaster recovery, failover or test systems concurrently as active production systems.

D. ACL Acerno ("Acerno"):

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- 13. Termination for Cause.** Either party may terminate this Agreement if the other party is in material breach of its obligations under this Agreement (such as, failure to pay the required license fees for the Software) by providing written notice of the breach and the other party has failed to either cure the breach or made substantial progress to the terminating party's reasonable satisfaction to cure the breach within thirty (30) days of the notice. In addition, ACL may terminate this Agreement immediately if you breach any intellectual property right of ACL or its licensors in the Software (which includes, but is not limited to, breaching the Grant of License section, or any of the License Restrictions set out in this Agreement). If ACL is terminating the license for cause, and you have acquired a Subscription License, you remain liable for all unpaid subscription fees that are payable for the entire subscription period. If you are terminating the license for cause, ACL will refund any prepaid fees calculated from the effective date of termination to the remainder of the subscription period except that all refunds under Section 15 (Limited Warranty) and 16 (Infringement Indemnity) are handled exclusively under those sections.
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- 19. Mutual Limitation of Liability.** NEITHER PARTY, NOR ITS LICENSORS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS WILL BE LIABLE TO THE OTHER PARTY FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SOFTWARE, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT DAMAGES REFERENCED IN THIS AGREEMENT, WITH AN AGGREGATE VALUE GREATER THAN THE LICENSE FEES PAID AND/OR PAYABLE BY YOU FOR THE SOFTWARE THAT CAUSED THE DAMAGE UNDER THIS AGREEMENT. This limitation of liability will not apply: (a) to ACL's infringement indemnification obligations under this Agreement; (b) if you breach any of ACL's intellectual property rights with respect to the Software, including, but not limited to breach of the License Restrictions; or (c) to liability for death or personal injury. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so portions of this limitation and exclusion may not apply to you.
- 20. Notices.** Any notice that either party is required or permitted to give to the other party under this Agreement will be in writing, and be delivered to ACL at the address stated on the first page of this Agreement (Attention: Legal Department) and to you at the address provided on the order form for the Software. Either party may, from time to time, change their address for notice by providing written notice of the change to the other party. The delivery of notice will be by personal delivery, courier or registered mail. Delivery will be deemed effective upon receipt, if delivered personally or by courier, or five (5) business days from sending, if delivered by registered mail.

- 21. Governing Law.** If you are located in the United States, this Agreement will be governed by and construed in accordance with the laws of the State of New York, USA. If you are located in Europe, the Middle East or Africa, this Agreement will be governed by and construed in accordance with the laws of England. If you located in any other country or location, this Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- 22. Dispute Resolution.** Subject to and without restriction of the rights of a party to injunctive relief or other interim measures of relief, the parties agree to resolve disputes by binding arbitration before a single arbitrator. If you are located in the United States, the arbitration will be held in New York, USA and will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. If you are located in Europe, the Middle East or Africa, the arbitration will be held in London, England and the arbitration will be conducted in accordance with the LCIA (London Court of International Arbitration) Rules. If you are located in any other country or location, the arbitration will be held in Vancouver, Canada and the arbitration will be conducted in accordance with the rules of the British Columbia International Commercial Arbitration Centre ("BCICAC").
- 23. Waiver and Severability.** No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. If any section of this Agreement is unenforceable, that section will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other sections of this Agreement will remain in full force.
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- 25. Assignment.** ACL may assign this Agreement upon giving prior written notice to you, provided that any assignee agrees to be bound by all of the terms and conditions of this Agreement. Except as provided in this Section, you may not assign your rights under this Agreement, without the prior written consent of ACL, which will not be unreasonably withheld. You may, upon giving prior written notice to ACL, assign your rights under this Agreement to a: (a) subsidiary or affiliate company; or (b) corporate successor by merger, purchase of assets and assumption of liabilities, acquisition, reorganization, or otherwise; provided that such subsidiary, affiliate or corporate successor agrees to be bound by this Agreement, you cease use of the Software, and the usage of the Software does not exceed the number of licenses you have purchased. This Agreement will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs and permitted assigns.
- 26. Export.** The Software licensed under this Agreement may be subject to export or import laws in countries outside of Canada. You agree to comply with all such applicable laws and regulations and acknowledge that you are responsible for obtaining any licenses to export, re-export, or import as may be required after delivery to you.
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