



Software licence agreement

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Géotic Inc. Software Licence Agreement

General Terms of Use

Important: Read this agreement carefully, it is a legal contract governing your use of Geotic software licensed by Géotic Inc. By clicking the "I accept the licence agreement" option and installing our software ("The software") you (on behalf of yourself and the party on whose computer the software is installed) confirm that you agree to be bound by these terms and conditions.

If you do not agree to these terms, press "Cancel".

1. Grant of licence:

- 1.1. The Licensor (Géotic Inc.) grants to the Licensee, and the Licensee accepts, a non-exclusive and non-transferable, limited Commercial or Academic licence (as defined below) to use the Software and the Documentation solely for the Approved Purpose and on the terms and conditions of the Agreement. Your Commercial or Academic licence confers no title or ownership in the Software.
 - 1.1.1. Commercial licence. The Software licenses hereunder is for your own business purposes, including the provision of commercial services by you personally.
 - 1.1.2. Academic licence. The software licensed hereunder is for research and teaching purposes only. The Software is not to be used by the Licensee, its affiliates, or any individual for commercial purposes, in consulting activities, or as part of any other revenue-generating activities.
- 1.2. Géotic Inc. may, without notice or liability, add, discontinue or revise the Software.
- 1.3. Géotic Inc. can not be held responsible for any damage or prejudice caused to the licensee or to a third party by a correct or incorrect use of its software or by a possible bug or error of its programs.
- 1.4. Géotic Inc. reserves the right to modify or change these Terms of Use from time to time, with any changes coming into effect when Licensee installs a new version of the Software and thereby accepts the new terms as presented at the time of installation

2. Licence Conditions:

- 2.1. The License must:
 - 2.1.1. use the Software and the Documentation for lawful purposes only based on the licence type as outlined in Section 1.1.1 and 1.1.2;
 - 2.1.2. not reproduce, translate, decompile, reverse-engineer, resell, transfer, modify, vary, sub-license, create derivative works based on the Software or otherwise deal in the Software or the Documentation;
 - 2.1.3. not lend or transfer the licences to a different organization or a different division.
 - 2.1.4. ensure the Software and the Documentation are protected at all times from misuse, damage, destruction or any form of unauthorised use, copying or disclosure;
 - 2.1.5. maintain all proprietary notices on the Software and the Documentation;
 - 2.1.6. not transfer, assign or otherwise deal with or grant a security interest in the Software, the Documentation or the Licensee's rights;
 - 2.1.7. not challenge the Licensor's ownership, or the validity, of the Software, the Documentation or any other item or material created or developed by or on behalf of the Licensor under or in connection with the Agreement (including the Intellectual Property Rights in those items);

- 2.1.8. notify the Licensor in writing immediately after it becomes aware of any circumstance which may suggest that any person may have unauthorised knowledge, possession or use of the Software or the Documentation; and
- 2.1.9. Provide the Licensor with true, current, complete and accurate information when requesting an activation key.

3. Ownership

- 3.1. Geotic Inc. retains title and ownership of the Software and all copies of the software, regardless of the form or media in or on which it exists.
- 3.2. Géotic Inc. can transfer the licences at its sole discretion. The licensee has no right to lend or transfer the licences in its possession to a different organization or division.
- 3.3. Géotic Inc reserves all rights in the Software not expressly granted by this license. All copyrights, trademarks, and other intellectual property rights in and to the Software as well as any and all documentation relating to the Software, any trade names, trademarks, service marks, logos, domain names or other distinctive brand features associated with the Software are owned by Géotic Inc. and are protected by Canadian and foreign copyright laws, international treaties, and other applicable laws.
- 3.4. The licensee owns all of its business's private data, content and all information which the Licensee enters and uses in connection with the Software. Géotic Inc. does not claim any rights, proprietary or otherwise over the data or information which the Licensee enters and uses in connection with the Software. Notwithstanding the above, there may be circumstances in which we may be required to disclose data, such as the following:
 - For the purpose of fraud prevention and law enforcement;
 - To comply with any legal, governmental or regulatory requirement;
 - To our lawyers in connection with any legal proceeding; and
 - To comply with court order

4. Updates

- 4.1. Géotic Inc. may provide updates to the Software. Updates will be deemed software for all purposes under this licence. In no event shall Géotic Inc. be obligated to provide with updates.

5. Confidentiality

- 5.1. Géotic Inc. reserves the right to collect basic information about the Licensee such as, but not limited to, the last usage date, the IP address, Windows Update or usage statistics, but no direct information allowing the identification of sensitive information on clients' data.

6. Limited Warranty

- 6.1. Géotic Inc. expressly disclaims any warranty for the Software. The Software is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, or fitness for a particular purpose. The entire risk arising out of use or performance of the Software remains with the Licensee.

7. Limitation of Liability

GÉOTIC INC. SHALL NOT BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OF THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGES, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES OR ANY ABUSE, MISUSE OR CONDUCT OR CONDITIONS.

IF THE SOFTWARE PROVES DEFECTIVE, THE COMPLETE RISK TO THE QUALITY AND PERFORMANCE IS WITH THE LICENSEE. SHOULD THE SOFTWARE PROVE DEFECTIVE, THE LICENSEE ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIRS, OR CORRECTION.

GÉOTIC INC. MAKES NO WARRANTY OR REPRESENTATION THAT THE INFORMATION OR FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY SOFTWARE DEFECTS ARE CORRECTABLE OR WILL BE CORRECTED.

8. Termination

This license is effective until terminated by an expiration date. This license will terminate automatically without notice from Géotic Inc. if the Licensee fails to comply with any of the above provisions of the license. The Licensee will be held responsible for all of Géotic Inc.'s expenses and legal fees, if necessary, incurred by Géotic Inc. in the case of any legal proceedings caused by the Licensee's failure to comply with any of the above provisions.

You may terminate this Agreement at any time by ceasing to use the Software. The provisions contained herein shall survive termination of this Agreement.

9. Indemnification

The licensee agrees to indemnify, defend, and hold harmless Géotic Inc., its directors, officers, employees, and representatives from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from the use of the Software or any violation of this license by the Licensee, including but not limited to any breach or alleged breach of any of your representations, warranties or undertakings hereunder. Géotic Inc. reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Géotic Inc. in asserting any available defenses.

10. Severability

If any provision of this Agreement is held fully or partially invalid or unenforceable for any reason whatsoever, or adjudged to violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision, to the extent that it is invalid or unenforceable, are to be deemed deleted from this Agreement, and the remainder of this Agreement shall be valid and binding as if such provision were not included herein. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

11. Governing Law and Dispute Resolution

11.1. Any controversy or claim between the parties shall be settled by arbitration in accordance with the Procedures of the Civil Code of the Province of Quebec, Canada, Articles 940 and following. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the City of Val-d'Or. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. Notwithstanding the arbitration provisions of this article, either party may commence court proceedings in response to any misuse of Confidential Information or other intellectual property.

11.2. The interpretation and enforcement of this license shall be governed exclusively, in all respects, by the laws of the Province of Québec and the federal laws of Canada applicable therein.

11.3. The Licensee waives all rights to a trial by jury in connection with any legal proceeding or dispute against Géotic Inc. The Licensee further agrees that any dispute or proceeding which you may bring against Géotic Inc. shall be conducted on an individual basis and not a class-wide basis and that any such proceeding or dispute shall not be consolidated with any other dispute or proceeding which might arise between us and any other user.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.