End-User License Agreement for KingswaySoft SSIS Integration Toolkit and SSIS Productivity Pack Software

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14.4 Termination for Convenience. Licensee may terminate the Agreement at any time by providing written notice of termination to Licensor, provided that in the event of such termination, Licensee shall not be entitled to a refund of any license fees or other amounts paid.

14.5 Termination for Cause. In the event that either Party believes that the other Party materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the intended use of the License and/or the Software, such Party shall so notify the breaching Party in writing. The breaching Party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been effected. If the breach is not cured within this time period, the non-breaching Party shall have the right to terminate the Agreement without further notice.

14.6 Effect of Termination. Upon expiration or termination of this Agreement, regardless of cause and regardless of who initiated the termination, (i) Licensee shall no longer have the right to use the Software, and any License Keys issued or granted to the Licensee under the Agreement will be revoked or disabled in Licensor's system as of the date of termination or expiration; (ii) if any outstanding fees were owed prior to termination, Licensee must pay those fees immediately; (iii) Licensee must destroy all copies of the Software in its possession or control, and certify in writing to Licensor that it has done so; and (iv) each Party will promptly return to the other (or, if the other Party requests it, destroy) all Confidential Information belonging to the other. LICENSEE AGREES THAT UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, LICENSOR MAY TAKE ACTIONS SO THAT SOFTWARE NO LONGER OPERATES. UNDER NO CIRCUMSTANCES WILL LICENSOR BE LIABLE FOR REIMBURSING THE PRICE OF THE SOFTWARE OR ANY OTHER DAMAGES.

14.7 **Survival**. Notwithstanding any termination of this Agreement, Sections 3, 4.4, 6, 8, 10, 11, 12, 13, 15, 16, and 18 shall survive termination of this Agreement.

15. GOVERNMENT RESTRICTED RIGHTS

This provision applies to Software acquired directly or indirectly by or on behalf of any Government. The Software is a commercial product, licensed on the open market at market prices. Any use, modification, reproduction, release, performance, display or disclosure of the Software and any related documentation by any Government or its contractors is subject to the restrictions set forth in this Agreement. All other use is prohibited, and no license to the Software is granted to any Government requiring different terms.

The Government hereby irrevocably and unconditionally waives any immunity, whether characterized as sovereign immunity or otherwise, from any suit, judgement, service of process, execution on judgement to which it or its assets may be entitled in any legal action or proceedings with respect to this Agreement or any of the transactions contemplated in this Agreement.

16. EXPORT REGULATIONS

Licensee shall comply with all applicable laws and regulations with regards to: economic sanctions; export controls; import regulations; and trade embargoes ("Sanctions"), including those of the Canada, European Union and United States (specifically the Export Administration Regulations (EAR)). Licensee represents and warrants that it is not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Further, Licensee acknowledges that it will not download or otherwise export or re-export the Software or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use the Software for any end-use prohibited or restricted by Sanctions or export control policies issued by competent authority.

17. MARKETING

Licensee agrees to be identified as a customer of Licensor and that Licensor may refer to Licensee by name, trade name and trademark, if applicable, and may briefly describe Licensee's business in Licensor's marketing materials and on Licensor's web site. Licensee hereby grants Licensor a license to use Licensee's name and any of Licensee's trade names and trademarks solely in connection with the rights granted to Licensor pursuant to this marketing section.

18. GENERAL CONDITIONS

18.1 Entire Agreement. This Agreement, including the Third Party Software agreements, constitutes the entire agreement between the parties concerning Licensee's use of Software, and supersedes any and all prior or contemporaneous oral or written representations, communications, or advertising with respect to Software. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both Licensee and Licensor.

18.2 Email Address for Notices. At the time of new License activation, Licensee shall provide Licensor a valid email address for the provision of any notices and correspondence in connection with this Agreement and shall notify Licensor via license@kingswaysoft.com of any change(s) to that email address thereafter. It is important to note, the email address provided by Licensee is important for the provision of such notices, including in relation to the autorenewal of the License Terms (if applicable). It is Licensee's responsibility to provide and maintain an up to date email address. Licensee agrees that Licensor may store such contact details and use the provided email address to notify Licensee in accordance with the terms of this Agreement.

18.3 Reservation of Rights. Licensor reserves the right at any time to cease the support of the Software and

to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

18.4 Opportunity to Review. Licensee hereby declares that Licensee has had sufficient opportunity to review this Agreement, understand the content of all of its clauses, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory "form contracts" ("adhesion contracts") regulations shall not be applicable to this Agreement.

18.5 Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

18.6 No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

18.7 Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the Province of Ontario, Canada, without regard to its conflicts of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any legal action or proceeding related to this Agreement shall be instituted in a provincial or federal court located in the Province of Ontario, Canada. Licensor and Licensee agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. Notwithstanding the foregoing, Licensor is entitled to seek immediate injunctive relief in any jurisdiction in the event of any alleged breach of Section 4 and/or to otherwise protect its intellectual property.