

Evident Laboratory Management End User License and Services Agreement

Effective Date: September 2015

Please read these terms and conditions, as amended from time to time (this "**Agreement**") carefully before using the Evident Laboratory Management Solution (the "**Solution**") and the Services (as defined below) provided by Evident Inc. ("**Evident**") as part of the Solution. Evident provides the Services and the Solution in accordance with this Agreement. By using or accessing the Solution or clicking on the Accept button and paying the applicable fees, the Customer (as defined below) expressly indicate the Customer's acceptance of this Agreement and the Customer's agreement to be bound by this Agreement.

Please contact Evident at support@evidentlabs.com if the Customer has any questions or concerns about this Agreement.

1. Definitions

- a. "**Authorized User**" means an individual authorized by a Customer to use the Services and the Solution.
- b. "**Customer**" means a dental laboratory which has purchased a license from Evident to use the Services and the Solution.
- c. "**Customer Content**" means all information, data, files, links, scripts, images, graphics, audio, video, text and any other materials, uploaded, submitted, or otherwise provided to Evident by the Customer, whether through the Website or otherwise, including any personal information of patients, patient's health information, or any other information relating to patients.
- d. "**Dentist**" means an individual dentist or a dental corporation.
- e. "**Person**" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, or other form of venture or enterprise.
- f. "**Privacy Policy**" means Evident's Privacy Policy, the terms of which can be found at <https://evidentlabs.com/#/privacy>, as may be amended from time to time by Evident.
- g. "**Services**" means the services provided by Evident through the Website, including services to allow Customers to track and manage product orders and to make available such order information to Dentists, such services as may be amended from time to time by Evident.
- h. "**Website**" means Evident's website at the domain name evidentlabs.com through which Evident provides the Services and the Solution.

2. Additional Terms

Additional terms may be presented to the Customer on the Website. The Customer agrees to comply with any additional terms, including any terms that require the Customer to expressly accept them (whether through a click-through or otherwise), and then these additional terms are incorporated into this Agreement by reference.

3. License

Provided that the Customer continues to comply with this Agreement, Evident grants to the Customer (including its Authorized Users) a personal, non-assignable, and non-exclusive license to access and use the Services and the Solution (including software provided through the Website), including (i) uploading or otherwise submitting the Customer Content to the Website; (ii) accessing, and using the Website to manage product orders from Dentists; and (iii) making available the Customer Content for access and use by applicable Dentists through the Website, all solely for Customer's own internal business purposes. Evident reserves the right to change any aspect of the Website and the Services including the right to refuse or remove any of the Content, whatever the source, at any time without any notice or liability to Customer. This license shall expire upon expiration or termination of this Agreement.

4. Customer Obligations

- a. The Customer agrees to, and will ensure all of the Authorized Users will:
 - i. fully and accurately complete any forms for registering to be a user on the Website;
 - ii. ensure that all information provided by the Customer to Evident, whether through the Website or otherwise (the "**Customer Information**") is true, accurate, and complete;
 - iii. upon completing the account registration process, bear the responsibility for (i) maintaining the confidentiality of the Customer's passwords and login information for the Website (collectively, the "**Authentication Mechanism**"), and (ii) any misuse or potential misuse of the Authentication Mechanism by the Customer and any of its Authorized Users;
 - iv. only permit the Authorized Users to use the Customer's Authentication Mechanism;
 - v. not allow, permit, or otherwise authorize any other person (other than any Authorized Users) to use such Authentication Mechanism, and not use or permit the use of the Website or the Services for any unlawful purpose;
 - vi. notify Evident immediately upon any changes to the Customer Information that would affect the Customer's ability to use any Authentication Mechanism granted to the Customer;
 - vii. notify Evident, and any other persons that may be reasonably be expected by the Customer to use the Customer's Authentication Mechanism, immediately upon any unauthorized use of the Authentication Mechanism, compromises to the confidentiality of the Customer's Authentication

- Mechanism, or the Customer becoming aware of incorrect information in the Customer's Authentication Mechanism;
- viii. take all reasonable steps to prevent third parties from accessing or using the Authentication Mechanism. Without limiting the generality of the foregoing, such reasonable steps will include at a minimum, the maintenance of the physical security of any computer on which the Customer's Authentication Mechanism may be installed such as locked offices and/or the use of desktop security facilities such as user ID and logon passwords;
 - ix. not compromise, alter, render, or interfere with the operation of the Website in any way or with anyone's use of the Website, or use the Website to gain unauthorized access to other computer systems;
 - x. not interfere with, reproduce, decompile, disassemble, reverse engineer, or attempt to derive source code from any aspect of the Evident System, including the Services, the Solution, and any software used to provide the Services and the Solution, or attempt to do so;
 - xi. not abuse or fraudulently use the Services or the Solution in any way;
 - xii. not use the Services or the Solution to engage in any unlawful activity or to infringe the rights of Evident, its partners, affiliates, or related entities;
 - xiii. not violate, plagiarize or infringe on the rights of any third party, including copyright, trade-mark, privacy or publicity, contract or other personal or proprietary rights;
 - xiv. not transmit any unlawful, harassing, libelous, defamatory, abusive, threatening, or harmful material of any kind or nature or transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable local, provincial, state, national or international law or regulation;
 - xv. not post any content that may be considered threatening, abusive, vulgar, obscene, or otherwise objectionable or discloses private communications or confidential information without permission;
 - xvi. not modify, copy, reproduce, republish, upload, post, transmit, distribute, modify, sell, lease, scrape content from or aggregate, sublicense, market, or otherwise change or commercially exploit in any way the Services or the Solution other than as may be expressly permitted by Evident or as permitted pursuant to any fair use, fair dealing, or similar provisions of applicable law;
 - xvii. not sublicense, sell, lease or otherwise transfer the right to use any portion of the Services or the Solution;
 - xviii. not use or permit the use of the Services or the Solution in the operation of a service bureau;
 - xix. not modify, copy or make derivative works based on the Services or the Solution;
 - xx. not frame or mirror any of the Company's web site pages or other content which is accessed as, or forms part of, the Services or the Solution;
 - xxi. not upload or transmit to Evident any content that is a virus, worm, cancelbot, or other harmful software component;

- xxii. not impersonate any Person on or through the Website; and
- xxiii. not otherwise violate this Agreement or any applicable local, state, provincial, federal, or international law, order, or regulation.
- b. Customer hereby expressly consents to Evident's collection, use, disclosure, and storage of Customer Information and Customer Content in accordance with the terms of the Privacy Policy.
- c. The Customer acknowledges and agrees that:
 - i. Evident has the right, but not the obligation, to validate the Customer Information and Customer Content;
 - ii. Evident may, in its sole discretion, refuse to allow a Customer or any Authorized User to be registered to use the Services or the Solution, if in its sole discretion, it determines it would be inappropriate to do so;
 - iii. Evident may, in its sole discretion, revoke the Authentication Mechanism issued to the Customer or its Authorized Users; and
 - iv. the establishment of the Authentication Mechanism in no way entitles the Customer to use any other software application or service, and, if required, the Customer must enter into a separate agreement with each such software application vendor or service provider.
- d. The Customer represents, warrants, and covenants that all of the Customer Information, including any statements made by the Customer are true, accurate, and complete.
- e. The Customer will be responsible for any access and use of the Services and the Solution through the use of the Authentication Mechanism by any one and will be liable for any fees or other costs relating to such access or use.
- f. Customer represents and warrants that (a) Customer owns the rights to the Customer Content and Customer Information and has the rights to use and allow Evident to use and exercise other rights granted herein regarding Customer Content and Customer Information, and (b) the Customer Content and Customer Information does not and shall not contain any content, materials, advertising, or other items or information that infringe or violate any applicable law, regulation or right of a third party, including without limitation export laws or any proprietary, intellectual property, contract, privacy or publicity right or any other third party right.

5. Customer Content

- a. The Customer is solely responsible and liable for: (i) all costs and expenses relating to the creation, licensing, or procurement of the Customer Content and Customer Information; (ii) obtaining all licenses and/or consents necessary to enable the lawful use of the Customer Content and Customer Information, including all information (including personal information) relating to the Dentists which the Customer permits to access applicable Customer Content or Customer Information through the Evident Dentist Gateway and all information (including personal information) of patients of such Dentists, in Evident's provision of the Services and the Solution without breaching any agreement, intellectual property rights of a third party, or other applicable laws; (iii) advising Evident of any errors,

omissions or deficiencies in the Customer Content or Customer Information and paying all costs associated with correction of such error, omission, or deficiencies; (iv) obtaining all hardware, software and services which are necessary to access the Website and use the Solution including all computers, devices, web browsers, and services provided by Internet service providers; and (v) the accuracy, completeness, quality, integrity, legality, reliability and appropriateness of all of Your Content and Your Information and any third party claims regarding same.

- b. Evident does not claim ownership of the Customer Content or Customer Information. However, by submitting the Customer Content or Customer Information, the Customer grants to Evident, its affiliates, and sublicensees a royalty-free, perpetual, irrevocable, transferable, worldwide non-exclusive right to use or incorporate the Customer Content and Customer Information (in whole or in part) for the purpose of providing the Services and the Solution, including without limitation for the purposes and in the manner as described in Evident's Privacy Policy. The Customer also represents and warrants that the holder of any rights in the Customer Content and Customer Information, including any moral rights, has completely and effectively waived all such rights and validly and irrevocably granted to the Customer the right to grant the license stated above. Subject to the terms and conditions of this Agreement, the owner of the Customer Content or Customer Information (if not the Customer) retains any and all rights that may exist in such content and information.
- c. The Customer acknowledges and agrees that a third party payment processor is responsible for processing all payments made on the Website and otherwise using information of the Dentists and the Customer in relation to such payments. In no event will Evident be liable for any amounts relating to the Customer's use of the third party payment processor on the Website.
- d. Evident will have no responsibility for the performance, adequacy, accuracy, concurrency or other matters related to the Customer's systems.
- e. Evident reserves the right to take all actions, including immediate termination of Services and access to the Solution, which it considers is contrary to the provisions of this Section 5 or is necessary to comply with applicable laws.

6. Ownership

The Website, including all web pages, content, software, images, site design, text, graphics, the arrangement of such materials, and other data or information contained on the Website (the "**Content**") is protected by copyright and other intellectual property laws, and is owned by or licensed to Evident. The Customer acknowledge and agree that the Services, the Solution, and the Content, software, hardware, and business processes used to provide the Services and the Solution (collectively, the "**Evident Systems**") are proprietary to and owned by Evident and its licensors, as applicable. Other than the license rights expressly granted to the Customer under this Agreement, nothing in this Agreement transfers any right, title or interests, including all intellectual property rights therein, in or to the Evident Systems.

The Customer may give Evident notification of problems, solutions to identified problems, or suggested improvements or other changes with respect to the Services and the Solution during the Term (the "**Feedback**"). The Feedback will be the property of Evident, and the Customer hereby assigns all rights, title, and interests, including all intellectual property rights therein, in and to the Feedback to Evident effective as of the date of the Feedback's creation, and Evident may use such Feedback for any purposes without notice or obligation to account to the Customer.

7. Fees

- a. In consideration for the provision of the Services and the Solution and the License, the Customer will pay to Evident: (i) the fee applicable to accessing the Services and the Solution; and (ii) the concurrent user fee that is calculated based on the number of concurrent Authorized Users and the fee per Authorized User, without any set-off or deductions of any kind (collectively, the "**Fees**"). Evident will have the right to increase the Fees.
- b. The Fees are exclusive of all taxes and the Customer will pay (and Evident will have no liability for), any taxes, tariffs, duties and other charges or assessments imposed or levied by any government or governmental agency in connection with this Agreement, including, without limitation, any federal, provincial, state and local sales, use, goods and services, value-added and personal property taxes on any payments in connection with the Services and the Solution provided hereunder, except for tax based solely on the net income of Evident.
- c. If the Customer, defaults in payment of any amount when due or any interest thereon for seven (7) days or more after the applicable due date, then Evident may, in addition to any other rights or remedies at law or under this Agreement, and in its sole discretion, withhold access to the Services and the Solution or the performance of any of its obligations under this Agreement until such failure is remedied, or terminate this Agreement upon written notice to the Customer.
- d. The Customer will have the right to examine the Customer's account information to audit usage of the Services and the Solution by the Customer and the Authorized Users.

8. Warranty Exclusion and Limitation on Liability

- A. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, THE SOLUTION, AND ALL CONTENT ON THE WEBSITE ARE PROVIDED "**AS IS**" AND EVIDENT MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES AND THE SOLUTION, INCLUDING REPRESENTATIONS AND WARRANTIES REGARDING CURRENCY, FREEDOM FROM ERRORS, TITLE, OMISSIONS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, RELIABILITY, TRUTHFULNESS, OR NON-INFRINGEMENT.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVIDENT ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT,

ACCURACY, RELIABILITY OR OPINIONS EXPRESSED IN A THIRD PARTY SITE, INCLUDING THE THIRD PARTY PAYMENT PROCESSOR USED BY THE WEBSITE, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, DURABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, OR ACCURACY, WITH RESPECT TO PRODUCTS, SERVICES, AND CONTENT, INCLUDING ANY SOFTWARE APPLICATIONS, OBTAINED FROM OR PROVIDED BY A THIRD PARTY.

- C. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EVIDENT BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, MISUSE OF THE CUSTOMER'S AUTHENTICATION MECHANISM, LOSS OF DATA OR BUSINESS DATA, OR ANY PECUNIARY LOSS, REGARDLESS OF THE CAUSE OF ACTION, INCLUDING LIABILITY BASED ON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR FAILURE OF ESSENTIAL PURPOSE, EVEN IF EVIDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITHOUT LIMITING THE GENERALITY OF SECTION 8(A), EVIDENT DOES NOT WARRANT THAT THE WEBSITE, ITS SERVERS, THE CONTENT, AND ANY COMMUNICATIONS FROM THE WEBSITE ARE FREE OF VIRUSES, MALICIOUS CODE, UNAUTHORIZED PROGRAMS OR OTHER HARMFUL COMPONENTS. THE CUSTOMER EXPRESSLY AGREES THAT THE CUSTOMER'S USE OF THE SERVICES, THE SOLUTION. AND ANY CONTENT CONTAINED THEREIN IS AT THE CUSTOMER'S SOLE RISK.
- E. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVIDENT'S MAXIMUM AGGREGATE LIABILITY TO THE CUSTOMER, AND THE CUSTOMER'S EXCLUSIVE REMEDY UNDER THE TERMS FOR ANY AND ALL DAMAGES, INJURY, DEATH, PROPERTY DAMAGE AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THE TERMS, THE SERVICES, THE SOLUTION, THE CONTENT, THIRD PARTY WEBSITES OR THE CUSTOMER'S USE OF THE SERVICES, THE SOLUTION, THE CONTENT, AND THIRD PARTY WEBSITES WILL BE THE FEES PAID TO EVIDENT IN THE 6 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LOSSES. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT, THE SERVICES, THE SOLUTION, THE CONTENT, OR THIRD PARTY WEBSITES WILL NOT ENLARGE OR EXTEND THE MAXIMUM AMOUNT FOR WHICH EVIDENT IS LIABLE.

9. Indemnity

The Customer will indemnify and hold Evident, its affiliates, and their respective directors, officers, employees, and members (the "**Indemnified Parties**") harmless for any costs (including settlement and legal fees), damages, expenses, losses, and liability that they incur as a result of any claim, suit, action or other proceeding brought against an Indemnified Party, that is based on or arises from (i) the Customer's misuse of its Authentication Mechanism; (ii) the Customer's false or misrepresentation of fact in applications to register to use the Services and the Solution or to receive Authentication Mechanism; (iii) the Customer's acts, errors, or omissions, whether negligent or otherwise, including the failure to use a trustworthy system or to take necessary precautions, that causes a compromise, loss, disclosure, modification, or unauthorized use of the Customer's Authentication Mechanism or that enables a third party to misuse, or to continue to misuse, the Customer's Authentication Mechanism; (iv) any claim alleging that the Customer Content or Customer Information infringes or otherwise violates any patent, trade secret, copyright, trademark, privacy, publicity or other intellectual property or proprietary right, provided that Evident provides Customer with prompt written notice of the claim, permits Customer to control the defense, settlement, adjustment or compromise thereof, and cooperates in the defense of such claim at Customer's reasonable request and expense; or (v) any breach of this Agreement by Customer.

10. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the province of British Columbia, Canada and the federal laws applicable therein, excluding any principles of conflicts of law that would apply a different body of law, and the courts of British Columbia will have exclusive jurisdiction to hear any matter that arises under this Agreement.

11. Notice

The communications between the Customer and Evident relating to the Website and Services use electronic means, except where Evident specifically requests communication in a non-electronic manner. For contractual purposes, the Customer (a) consents to receive communications from Evident in an electronic form, whether via email or notice posted on the Website or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Evident provide to the Customer electronically satisfy any legal requirement that such communications would satisfy if it were in a writing.

In Evident's sole discretion, notices to the Customer may also be made via either email or by mail or courier to the address the Customer specifies on any application forms. Evident may also provide notices of changes to this Agreement or other matters by displaying notices or links to notices to the Customer generally on the Website.

12. Term

This Agreement shall be effective upon the Customer agreeing to be bound by the terms and conditions of this Agreement by payment of the Fees and shall continue in effect unless terminated in accordance with the provisions set out herein.

13. Termination

In addition to other termination rights under this Agreement, this Agreement may be terminated:

- a. upon written notice by Evident if the Customer fails to make any payment when due or any interest thereon to Evident under this Agreement within seven (7) days after the applicable due date;
- b. by Customer for any reason by (i) providing Evident with thirty (30) days prior written notice and (ii) closing the Customer's account for the Services and the Solution;
- c. by Customer in the event that Evident materially breaches any of its duties, obligations or responsibilities under this Agreement and fails to cure such breach or provide the Customer with an acceptable plan for curing such breach within thirty (30) days after receipt by the Customer of written notice specifying the breach; or
- d. Evident may, in its sole discretion, terminate this Agreement with you and terminate or suspend your access to all or part of the Website, or any portion thereof, including any aspect of the Services, at any time without notice and if Evident suspects you have breached any of this Agreement.
- e. by Evident in the event: (i) a receiver, trustee, administrator, or administrative receiver should be appointed for the Customer or its property; (ii) the Customer makes an assignment for the benefit of creditors; (iii) any proceedings should be commenced against the Customer under any bankruptcy, insolvency, or debtor's relief law, and such proceedings will not be vacated or set aside within fifteen (15) days from the date of commencement thereof; or (iv) the Customer should be liquidated or dissolved.

14. Effects of Termination

Upon expiration or termination of this Agreement:

- a. Evident will be entitled to immediately cease providing the Services and the Solution, including, without limitation, access to any Customer Content provided to Evident;
- b. Evident will be entitled to immediately terminate the Customer's access to the Services and the Solution;
- c. the Customer will forthwith pay to Evident all amounts owing under this Agreement on the date of termination;
- d. Evident is entitled to delete the Customer Content in the Evident Systems and Evident has no obligation to maintain or make available any Customer Content to the Customer after termination of this Agreement;

- e. The Customer will, and will cause the Authorized Users to, immediately and permanently cease to use, in any manner whatsoever, the Services, the Solution, and the assigned Authentication Mechanism; and
- f. The licenses and rights granted to the Customer pursuant to this Agreement will automatically terminate.

15. Survival

Sections 6, 8, 9, 10, 14, and 15 of this Agreement and such other provisions as may reasonably be expected to remain in force will survive the termination of this Agreement and will remain in full force and effect following such termination.

16. Severability

If a court of competent jurisdiction concludes that any provision of this Agreement is illegal, invalid or unenforceable, then it will be severed from this Agreement and the remaining provisions will remain in full force and effect.

17. Entire Agreement

This Agreement (including the Privacy Policy and any other additional terms) constitutes the entire agreement between the Customer and Evident with respect to the Services, the Solution, and the Authentication Mechanism. This Agreement supersedes all prior or contemporaneous communications of any kind between the Customer and Evident with respect to the Services, the Solution, and the Authentication Mechanism.

18. Force Majeure

If Evident's performance of its obligations under this Agreement is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labour disputes; inability to procure or obtain delivery of power, war or other violence; any law, order proclamation, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond Evident's reasonable control, including any telecommunication services or any other services provided by a third party, Evident will be excused from such performance to the extent of such prevention, restriction or interference.

19. Assignment

Evident may assign this Agreement without notice to the Customer. The Customer shall not assign this Agreement in whole or in part without the prior written consent of Evident (such consent may be withheld or conditioned at Evident's discretion) and any assignment without Evident's prior written consent shall be null and void and of no effect.

20. Further Assurance

The Customer will, and will ensure its Authorized Users will, from time to time execute and deliver all such further documents and instruments and do all acts and things as Evident may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

21. Extended Meanings

The term "includes" or "such as" shall be construed as meaning "includes without limitation" and "such as without limitation", as the case may be.

22. Waiver

No party is to be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorised signatory of the party against whom the waiver is sought to be enforced. Waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.

23. Links to Other Sites

As part of using the Services and the Solution, the Website may redirect the Customer to third party websites (the "**Third Party Sites**"), such as the third party payment processor. The Customer acknowledges and agrees that the Third Party Sites are not under the control of Evident, and Evident is not responsible for the contents of any Third Party Site or any link contained in a Third Party Site, or any changes or updates to such Third Party Site. The inclusion of any link to a Third Party Site on the Website does not imply endorsement or any representation by Evident of the Third Party Site. It is up to the Customer to take precautions to ensure that whatever the Customer selects for the Customer's use is free of such items as viruses, bugs, problems or other limitations. In no event shall Evident be liable to the Customer for any claims or damages, whether direct, indirect, special or consequential or otherwise arising from or in connection with the Customer's use of any other linked web site, including any lost profits, business interruption, loss of programs or other data, even if Evident was expressly advised of the possibility of such damages.

24. Export Control

The Customer will ensure that any use of the Services, the Solution, and any software as part of provision of the Services are in compliance with all applicable export laws and the laws of any foreign country. The license granted to the Customer under this Agreement is on the condition that the Customer complies with applicable export control legislation and the Customer acknowledges that this Agreement will be terminated the Customer does not comply with this Section. The Customer represents and warrants that the Customer or its Authorized Users are not located in any Canadian or U.S.

government embargoed, restricted, or prohibited countries or in any country on Canada's Area Control List or similar lists of the U.S. government.

25. Future Amendment of Terms

Evident may modify this Agreement at any time by posting a revised version of this Agreement on the Website or by otherwise notifying the Customer in accordance with Section 11. The modified terms will be effective upon posting or, if the notification is provided by email, as stated in the email notice. By continuing to use the Services and the Website, the Customer is deemed to have accepted such modified terms.