



## BNH EXPERT SOFTWARE INC., LICENSE AGREEMENT

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Your use of ADVISOR Enterprise and associated services (herein referred to as ADVISOR Services) are conditioned on your compliance and acceptance of the following terms:

This is a License Agreement and not an agreement for sale. A License Agreement is a legal agreement between you, the End User, and BNH Expert Software Inc. Please read this license agreement carefully before proceeding. By using the ADVISOR Services, you agree to be bound and become a party to all of the terms of this Agreement.

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**PRIVACY:** BNH's [privacy](#) policy is described on BNH's website. Please consult it to learn BNH's current policies to protect the privacy of your information.

**RIGHT TO USE:** Subject to the terms and conditions of this Agreement, BNH grants only the right to use the Licensed Product for developing and implementing effective and efficient training strategies as well as assessing their impact under the terms and conditions specified in this agreement.

**PROHIBITED USE:** You shall have no right to:

- Copy, modify, transfer or assign ADVISOR Enterprise or any associated services.
- Create any derivative works based on ADVISOR Enterprise.
- De-compile, disassemble or otherwise reverse engineer ADVISOR Enterprise.
- Resell, distribute, make any commercial use of ADVISOR Enterprise. ADVISOR Enterprise is classified as "Commercial Computer Software" and any documentation included with ADVISOR Enterprise is classified as "Commercial Computer Software Documentation", both of which were developed exclusively at the private expense of BNH. You receive no rights to modify, or reproduce, ADVISOR Enterprise or any associated documentation.

**TITLE & OWNERSHIP:** BNH retains title to and ownership of ADVISOR Enterprise, services and documentation. You will not remove, deface or obscure any BNH copyright and trademark notices and/or legends or other proprietary notices on, incorporated therein or associated with the ADVISOR Services. Nothing in this License Agreement constitutes a waiver of BNH's rights under copyright laws and international copyright treaties.

**TERM:** The License Agreement is effective until terminated. You may terminate it at any time by providing written notice to BNH. This agreement will also terminate if you fail to comply with any term or condition of this Agreement.

All Sections, with the exception of "RIGHT TO USE" Section shall survive any termination of this Agreement. Upon any termination of this Agreement, you must cease any further use of the ADVISOR Services and destroy any copies of associated software within your possession and control.

**EXPORT RESTRICTIONS:** You acknowledge that the ADVISOR Services, or portion thereof may be subject to the export control laws of the Canadian Department of Foreign Affairs. You will not export, re-export, divert, transfer or disclose any portion of the ADVISOR Services or any related technical information or materials, directly or indirectly, in violation of any applicable foreign or domestic statutes, laws, regulations or tariffs, or to any country to which such transmission is restricted by such regulations, export law or regulation or applicable statutes.

**INJUNCTIVE RELIEF:** You acknowledge that any use of ADVISOR Enterprise contrary to this Agreement, may cause irreparable injury to BNH, its affiliates, and under such circumstances BNH, its affiliates, will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

**WARRANTY AND LIMITATION OF LIABILITY:**

- Should ADVISOR Enterprise be defective in any manner or should it not perform in accordance with the User Guides during a period of thirty (30) days from the date of installation, then BNH shall replace the CD-ROM, if it is defective.
- This warranty shall be null and void and you shall not be authorized to rely on it if: (a) ADVISOR Enterprise has not been used in accordance with the User Guides or other specifications provided by BNH in writing; (b) you or any third party, has changed or modified ADVISOR Enterprise, without BNH authorization; or (c) the performance of ADVISOR Enterprise is affected by another application not licensed from BNH.
- BNH agrees to indemnify and hold you harmless from all costs, fees, expenses, damages and payments, resulting from any lawsuit or legal proceeding by a third party against you based on a claim that ADVISOR Enterprise infringes the intellectual property rights of any third party.
- BNH shall not be liable to you for any direct damages or claims in excess of the fees paid by you for the ADVISOR Services (if any).
- To the maximum extent permitted by applicable law, in no event shall BNH be liable for any indirect, special, incidental, exemplary or consequential damages whatsoever, even if BNH, its affiliates, suppliers or Resellers have been advised of the possibility of such damages.
- You understand and agree that ADVISOR Enterprise is provided 'as is'. BNH, makes no warranty or representation regarding the results that may be obtained from the use of ADVISOR Enterprise, regarding the accuracy or reliability of any information obtained through ADVISOR Enterprise, regarding any transactions entered through ADVISOR Enterprise or that ADVISOR Enterprise will meet any user's requirements, or be uninterrupted, timely, secure or error free.

**GOVERNING LAW:** This Agreement shall be construed, interpreted and governed by the laws of the Province of Quebec, Canada.

**WAIVER AND SERVERABILITY:** Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

**GENERAL PROVISIONS:**

This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. BNH may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. All notices or other correspondence to BNH under this Agreement must be sent to:

BNH Expert Software  
Customer Service  
4000 Steinberg Street  
Montreal, Quebec  
Canada H4R 2G7  
Email [info@bnhexpertsoft.com](mailto:info@bnhexpertsoft.com),  
Tel (514) 745-4010.

Any and all rights and remedies of BNH upon your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on BNH, and the exercise of any one remedy will not preclude the exercise of any other.

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.