

MAPEI IOS END USER LICENSE AGREEMENT

Effective date: May 1, 2020

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7. Indemnification. You agree to indemnify and hold the MAPEI Parties harmless from and against any and all claim, demand, loss, damage, cost, liability and expense, including but not limited to, reasonable legal fees and disbursements, resulting from or arising out of your: (a) use of the Software; (b) violation of this Agreement or any law or regulation; or (c) violation of any rights of another party including violation or infringement of any third-party intellectual property rights.

8. Termination. This Agreement is effective until terminated by you or MAPEI. Your rights under this Agreement shall terminate automatically without notice from MAPEI if you violate any of the terms of this Agreement. Upon termination of this Agreement, all rights granted to you under this Agreement shall immediately terminate, but all other provisions shall survive termination. You agree that MAPEI shall not be liable to you or any third party for any limitation or termination of your access to, or use of, the Software.

9. Changes to Software. MAPEI reserves the right to modify or discontinue, temporarily or permanently, the Software or any product or service to which it connects, with or without notice and without liability to you. MAPEI may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Software or related services ("Updates"). MAPEI may further develop Updates that require installation by you before you continue to use an application or related services.

10. Governing Law and Venue: This Agreement shall be governed by, construed and enforced according to the laws of the Province of Quebec and Canadian laws when and where applicable, and without regard to the Province of Quebec's conflict of law provisions. Any action, proceeding or litigation with regard to this Agreement can only be instituted exclusively in the judicial district of Laval, Province of Quebec.

14. General. This Agreement constitutes the entire agreement between you and MAPEI concerning your access to and use of the Software. It supersedes any prior or contemporaneous agreements between you and MAPEI with respect to such subject matter. This Agreement may not be amended except in a writing executed by an authorized representative of each party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. You may not assign any of your rights or obligations under this agreement to another party without the express written consent of MAPEI. The failure of MAPEI to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary,

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