

**Eddyfi**  
**Lyft™ Software and Service Plan (LSSP) / Lyft software Licensing (LSL)**  
**Terms**

These terms govern the licensing of the Lyft software (Lyft software Licensing or LSL) and, as applicable, the offering of Lyft services—commercially marketed as Lyft software and service plan (LSSP) by Eddyfi (the “Terms”).

By purchasing the Lyft instrument, you recognize the Lyft software is essential to operate the Lyft instrument and you agree to be bound by these Terms. If you disagree with any of the terms outlined herein, you may not use the Lyft instrument or the Lyft software under any circumstances.

## **1. Definitions**

- 1.1. Eddyfi refers to Eddyfi NDT Inc., Eddyfi International LLC, and any other wholly Eddyfi-owned subsidiaries and affiliates.
- 1.2. The Lyft instrument refers to an all-in-one, portable hardware device designed around pulsed eddy currents (PEC). PEC is a non-destructive testing technique where a transient eddy current is established in an electrically conductive material and the properties of the induced magnetic field are used to characterize some features of the test material. The Lyft instrument runs exclusively with the Lyft software.
- 1.3. The Lyft software or the Software refers to the source code allowing the use of the functionalities of the Lyft instrument, including all media, printed materials and electronic documentation, and any updates, add-on components, upgrades, and/or supplements provided subsequent to the initial installed version at the purchase of a Lyft instrument.
- 1.4. Licensee or Customer refers to the individual or single legal entity who acquires a Lyft instrument, subscribes to the LSL or the LSSP, and agrees to use it under these Terms.
- 1.5. The licensing of the Lyft software or LSL includes, from the renewal of the LSL, a 12-month Lyft software license, and all software updates/upgrades for 12 months.
- 1.6. The Lyft software and LSSP includes, from the date of delivery (INCOTERM 2010) of the Lyft instrument or renewal of the LSSP, a 12-month Lyft software license, an annual instrument calibration and 25-point preventive maintenance, all software updates/upgrades, all electronics/hardware and firmware updates/upgrades, a comprehensive warranty, which excludes however accidental or negligence damages, as well as technical support for 12 months. The LSSP does not cover Lyft probes, cables, or accessories.

## **2. Software License**

- 2.1. The Software is only licensed, not sold, in accordance with the Terms.
- 2.2. The current license grants you, the Licensee, the non-exclusive rights to use the Software on a Lyft instrument.
- 2.3. THE SOFTWARE IS DESIGNED AND MANUFACTURED BY EDDYFI AND REMAINS ITS EXCLUSIVE PROPERTY. THE SOFTWARE IS NOT SOLD, BUT GRANTED UNDER LICENSE. The Licensee acknowledges the Software is proprietary to Eddyfi, and Eddyfi retains all rights, titles, and interests in the Software, including, without limitations, all copyrights and other proprietary rights. As more fully specified in 3.1, you may not use, reproduce, modify, sublicense, distribute, or dispose of the Software, in whole or in part, other than as permitted under the Terms. The rights granted herein do not convey any additional rights to the intellectual property of Eddyfi.

### **3. Software Restrictions**

3.1. You must not and must not permit others to:

- a) Modify, adapt, reproduce, or translate the Software.
- b) Reverse engineer, decompile, decode, decrypt, disassemble, or otherwise attempt to discover the source code of the Software or in any way derive source code from the Software or create derivative rights from the Software.
- c) Circumvent technological measures intended to control access to the Software or develop, distribute, or use with the Software any products circumventing the technological measures.
- d) Rent, lease, sell, distribute, loan, transmit, sublicense, assign, or transfer the Software or your rights in the Software, or authorize any portion of the Software to be copied onto another's device.

### **4. Lyft Software and Service Plan**

- 4.1. Eddyfi will provide the Customer with the licensing of the Lyft software (LSL) or the Lyft software and service plan (LSSP), as the case may be and as described in 1.5 and 1.6. Such descriptions may be the object of minor reviews and amendments at Eddyfi's discretion.
- 4.2. Eddyfi may limit or suspend the services offered under the LSL and LSSP if the Customer uses the Lyft software and the Lyft services in an abusive, unauthorized, or fraudulent manner, as determined by Eddyfi.
- 4.3. Eddyfi shall not be required to provide any Lyft service relating to problems or issues arising from (i) the Customer's use of the Lyft instrument or related products and equipment in a manner they were not designed for; (ii) the Customer's negligence, misuse, or modification of the Lyft instrument or related products and equipment; (iii) versions of the Lyft software other than the most recent version available at the time of service.

### **5. Subscription, LSL or LSSP Renewal, and Software Activation**

- 5.1. The initial 12-month LSSP, as the case may be, is paid up front and delivered with the Lyft instrument. Afterward, the LSL or the LSSP must be renewed annually to ensure the functionality of the Lyft instrument. The Terms apply to any renewal.
- 5.2. The initial LSSP and respective renewals of LSL or LSSP thereafter will expire exactly one year from the delivery date or the renewal date. Failure to make the timely renewal payment for the LSL or the LSSP will result in the inoperability of the Lyft instrument.
- 5.3. The Software may require you to take certain steps to activate your Software or validate your LSL or your LSSP subscription. Failure to activate or validate the LSL or the LSSP subscription, or the determination by Eddyfi as abusive, fraudulent, or unauthorized use of the Software contrary to section 3 may result in reduced functionality, inoperability of the Software, or a termination or suspension of the subscription.

## **6. Warranty**

- 6.1. The Software is provided AS IS. To the maximum extent permitted by the law, Eddyfi disclaims all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Eddyfi further disclaims any warranty that (a) the Software will meet your requirements or will be or error-free; (b) the results that may be obtained from the use of the Software will be effective, accurate, or reliable; (c) the quality of the Software will meet your expectations; or that (d) all errors or defects in the Software will be corrected.
- 6.2. Eddyfi will use commercially reasonable efforts to provide the Lyft services in a professional manner, but Eddyfi cannot guarantee that every question or problem raised by the Customer can or will be resolved.
- 6.3. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM TO THE EXTENT OF WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY THE LAW APPLICABLE TO THE CUSTOMER IN ITS JURISDICTION, EDDYFI MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATED TO OR ARISING IN ANY WAY FROM THE TERMS (INCLUDING THE LICENSE GRANTED HEREIN AND THE LSL OR THE LSSP OR THE PROVISIONS OF MATERIALS OR SERVICES UNDER SAID TERMS (INCLUDING THE LYFT SOFTWARE AND SERVICE PLAN)). EDDYFI SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **7. Limitations of Liability**

- 7.1. EDDYFI'S LIABILITY UNDER THE LICENSE GRANTED HEREIN AND THE SERVICES RENDERED UNDER THE LSL OR THE LSSP ARE LIMITED TO THE AMOUNTS PAID BY THE CUSTOMER FOR EITHER THE LSL OR THE LSSP DEPENDING ON THE CHOSEN SUBSCRIPTION. IN NO EVENT SHALL EDDYFI BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATIONS, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY FROM THESE TERMS UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT EDDYFI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **8. Indemnity**

- 8.1. The Customer agrees to indemnify and hold Eddyfi, its officers, directors, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third-party claims relating to the license granted herein, the services rendered under the LSL or the LSSP or your use of the Lyft instrument, any violation of these Terms or any other actions connected with your use of the Software (including all actions taken under your account).

## **9. Termination**

- 9.1. The Customer may stop using the Lyft instrument and the LSL or the LSSP at any time with no refund from Eddyfi.
- 9.2. Notwithstanding the aforementioned, Eddyfi may terminate these Terms including the license granted herein and the services offered under the LSL or the LSSP, if:

- a) the Customer breaches any provisions of these Terms (or acts in a manner that clearly shows you do not intend to, or are unable to, comply with these Terms);
  - b) the Customer fails to make the timely payment of fees for the LSL or the LSSP, if any; or
  - c) Eddyfi is required to do so by law (for example, where the provisions of the Software or LSL or LSSP to you are or become unlawful).
- 9.3. Upon expiration or termination of these Terms, your indemnification obligations, our warranty disclaimers or limitations of liabilities, and dispute resolution provisions stated in these Terms will survive.

## **10. Export**

- 10.1. The Licensee may not export the Software to countries on the Canadian Area Control List (ACL) or to entities or persons ineligible under the Export and Import Permits Act and its Regulations to receive commodities, technology, and software. The Licensee agrees to comply with all export and import laws and restrictions and regulations of any Canadian agency or authority and with all applicable export and import laws and restrictions and regulations of any foreign agency or authority, and not to export, re-export or import the Software or any direct product of the Software thereof in violation of any such restrictions, laws and regulations.

## **11. Governing Law and Jurisdiction**

- 11.1. The present Terms shall be construed and enforced in accordance with the laws in force in the Province of Quebec, Canada, without giving effect to rules on conflict of laws.
- 11.2. At the option of Eddyfi, these Terms may also be construed and enforced in accordance with the laws in force in any other jurisdiction where the Lyft instrument may be located, without giving effect to their rules on conflict of laws. At the exclusive discretion of Eddyfi, appropriate proceedings may also be filed in all jurisdictions where the Licensee or the Lyft instrument is or may be located.
- 11.3. The parties agree any claim whatsoever arising from or related to the interpretation, application, performance, term, validity, termination, or effects of these Terms shall be submitted to the Judicial District of Québec City (Province of Quebec, Canada) for the hearing of said claims at the exclusion of any other jurisdiction that may otherwise be competent under the provisions of the law. The Customer hereby waives any claims which it may now or hereafter have that the aforementioned jurisdiction is not a convenient or proper venue for any proceedings in relation to these Terms.

## **12. Complete Understanding**

- 11.4. These Terms constitute the entire Agreement between the parties concerning the use of the Software and the LSL or the LSSP and replaces any previous written or verbal debate, negotiation, or agreement. No modifications to this license is valid without the express written consent of Eddyfi.

## **13. Trademarks**

- 13.1. Eddyfi, the Eddyfi logo, Lyft, SmartPULSE, and the Lyft logo are trademarks or registered trademarks of Eddyfi NDT Inc.