

ANNUAL SOFTWARE LICENSE AGREEMENT

IntelliSense Software Corporation, a Delaware corporation with principal offices at 220 Broadway, Suite 102, Lynnfield, MA 01940 USA ("ISC"), and the Customer hereby agree as follows:

1. Definitions. Terms used herein shall have the following definitions:

Customer: Canadian Microelectronic Corporation Microsystems operating as **CMC Microsystems, with**

Customer Address: No. 1111 Notre-Dame West, Pavillon B, Suite B-0710, Montréal, QC H3C 6M8 and an office located at 1055 Princess Street, Suite 301, Kingston, ON, K7L1H3

Designated CPU (Including model, system ID, and host name): **Model: Server**

HostID: 00-15-5D-0A-06-57 **Host Name: INTST-CMC-01**

Operating System: **Win 11 Professional:**

Maximum Number of Simultaneous Users: 10 per "Quotation" attached hereto and incorporated herein.

Designated Site: ONE

Customer Address

ISC Program (including all related materials furnished by ISC): Software Application per "Quotation" attached hereto and incorporated herein.

License Fee: ZERO per "Quotation" attached hereto and incorporated herein.

Maintenance and Support Fee: NIL per "Quotation" attached hereto and incorporated herein.

Installation Fee: NIL N/A

2. Delivery and Documentation. In consideration of the License Fee paid by Customer, ISC agrees to provide an executable version of the ISC Program that conforms to the specifications defined in the ISC Program manuals, suitable for installation on the Designated CPU and Operating System. Customer shall install the ISC Program on the Designated CPU in accordance with Documentation and materials furnished by ISC. ISC shall provide Customer with one set of ISC Program manuals. Customer may purchase additional manuals at ISC standard prices for such manuals. ISC authorizes Customer to duplicate all printed ISC Program supporting material as required for Customer's internal use of the ISC Program.

3. License. ISC hereby grants to Customer and Customer accepts from ISC a non-transferable and non-exclusive license to use the ISC Program in accordance with this Agreement during the term specified in Section 5. Customer acknowledges and agrees that this Agreement grants Customer no title or rights of ownership in the ISC Program. Customer agrees not to remove or destroy any proprietary markings or legends placed upon or contained within the ISC Program.

Portions of the ISC Program may be furnished by ISC under license from third parties, who are referred to in this Agreement as "Vendors." ISC represents that ISC has the right to license Customer's use of the ISC Program as provided in this Agreement, including any portion of the ISC Program that is provided by a Vendor. Customer agrees that any Vendor may take appropriate direct action to enforce its rights under the terms and conditions of this Agreement.

4. Restrictions on Use. New: CMC Microsystems is fully authorized to enable its academic subscribers within Canada to access our MEMS simulation software through a centralized distribution model.

The ISC Program may be used only by Customer's employees, contractors or consultants while they are at Customer's facilities. The ISC Program may not be reverse compiled, disassembled, or otherwise reverse engineered.

5. Term. The license granted under this Agreement shall commence on the date of shipment. Unless earlier terminated as provided in Section 13, the term of this License shall continue for one (1) year after the date of shipment.

The ISC Program shall be deemed accepted by Customer fifteen (15) days after shipment unless Customer notifies ISC in writing within that period that the installation was unsuccessful due to specific problems with the ISC Program. Upon resolution of the specific problems the ISC Program shall be deemed accepted.

6. Charges. Customer agrees to pay to ISC all fees specified in Section 1. Payments are due in full within 45 days of the invoice date. Late payments incur a 1-1/2% charge per month on the unpaid balance. The Installation Fee and the License Fee shall be invoiced as of the date of shipment of the ISC Program.

Rev# _____

1 of 4

Customer Initials

DS Initial
GH SK

ISC reserves the right to change License Fees upon sixty (60) days written notice. However, we shall hold the price quoted to CMC Microsystems during the start of the evaluation license until procurement of the first-year license. We shall also commit not to increase the annual license price for the subsequent year to more than 5% and same applies until procurement of 3rd year license.

7. Maintenance and Support. Subject to the terms and conditions of this Agreement, including Customer's payment of all fees including the Maintenance and Support fee set forth in Section 1 and hereunder, ISC shall during the term of this Agreement

- provide Customer such assistance as necessary to cause the ISC Program to perform in accordance with the specifications set forth in the ISC Program manuals, and
- provide Customer with such improvements and updates to the ISC Program as are generally made available to other licensees of the ISC Program.

Customer acknowledges that ISC may develop and market new or different computer programs which use all or a part of the ISC Program and which perform functions similar to or different from those performed by the ISC Program. Nothing contained in this Agreement shall give Customer any rights with respect to such new or different computer programs. Any modification or attempted modification of the ISC Program or any failure of Customer to implement improvements and updates to the ISC Program as supplied by ISC shall void the obligations of ISC under this Section.

8. Non-Disclosure. For a period of ten (3) years from the last date that ISC delivers to Customer the ISC Program or any update or improvement thereto, Customer shall:

- keep confidential and utilize its best efforts to prevent unauthorized disclosure or use of the ISC Program,
- treat the ISC Program with the same degree of care as it treats like information of its own which it does not want to be publicly disclosed or the subject of unauthorized access or use, provided however such degree of care is no less than one of utmost care and strict secrecy, and
- not make or permit to be made any more copies of the ISC Program than are necessary for the use of the ISC Program at the Designated CPU and Site.
- not disclose or make the following information available to any other software vendor: the software manual, media tape or CD, software code, a demonstration of the running software, advertising brochures, written or oral evaluations of the software program, pricing information, or any other documentation related to IntelliSense Software or the software program.

The obligations in this Section shall not extend to any part of the ISC Program which is now or hereafter publicly known by virtue of disclosures not attributable to Customer, its agents, employees, consultants, contractors, or any other person or entity under similar restriction not to make such disclosures.

9. Warranty. Upon installation on the Designated CPU the ISC Program will perform in accordance with the specifications in the ISC Program manuals. Customer's sole remedy for any defect in the ISC Program shall be to terminate this Agreement without further liability of Customer or ISC or Vendors (except for Customer's obligations under Sections 8 and 13(d)) in the event that ISC fails to cure such defect within 45 days after ISC has received written notice from Customer specifying the defect. Any modification or attempted modification of the ISC Program by Customer or any failure by Customer to implement any improvements or updates to the ISC Program as supplied by ISC shall void this warranty. ISC shall not be responsible for any defect in, or caused by, any subroutine added to the ISC Program by Customer.

Except as specifically provided in this Section, neither ISC nor any Vendor makes any representation or warranty either express or implied as to any matter whatsoever, including, without limitation, the condition of the ISC Program, its merchantability, or its fitness for any particular purpose. Any other representations or warranties made by any person, including employees or representatives of ISC or any Vendor, which are inconsistent herewith shall be disregarded by Customer and shall not be binding upon ISC or any Vendor.

10. Infringement. If notified promptly in writing of any judicial action or other claim brought against Customer based on an allegation that Customer's use of the ISC Program infringes a United States patent or copyright or any proprietary rights of a third party or constitutes a misuse or misappropriation of a trade secret, and in the event that a final injunction shall be obtained against Customer's use of the ISC Program by reason of any such infringement, misuse or misappropriation, or in ISC's opinion Customer's use of the ISC Program is likely to become the subject of a claim of such infringement, misuse or misappropriation, ISC may at its option either: a) procure for Customer the right to continue to use the ISC Program as contemplated by this Agreement, or b) replace or modify the ISC Program to make its use hereunder non-infringing while being capable of performing the same functions. If, in ISC's discretion, neither option is reasonably available to ISC, this Agreement may be terminated by ISC without further obligation or liability other than to refund pre-paid license fees on a pro rata basis. Neither ISC nor any Vendor shall have any liability under this Section in the event of any modification or attempted modification of the ISC Program by Customer or any failure by Customer to implement any improvements or updates to the ISC Program as supplied by ISC, or for any claim of infringement based on Customer's use or combination of the ISC Program with any software or device not supplied by ISC.

11. Limitation of Liability. Customer expressly acknowledges that:

a. Neither ISC nor any Vendor shall be liable for loss of profit, loss of business, or other financial loss which may be caused by, directly or indirectly, the inadequacy of the ISC program for any purpose or use thereof or by any defect or deficiency therein.

b. Neither ISC nor any Vendor shall have any liability with respect to any loss or damage related to or arising from:

i) any failure of the ISC Program to perform as specified herein except as and to the extent otherwise expressly provided herein or

ii) any use or application of the ISC program or the results or decisions made or obtained by users of the ISC program.

c. The total of ISC's and all Vendors' liabilities to Customer for damages, if any, shall not exceed the amounts paid by Customer under this Agreement.

d. No action, regardless of form, arising out of any transaction under this Agreement may be brought by ISC, Customer, or any Vendor more than one year after the injured party has, or by the exercise of reasonable diligence should have had, knowledge of the occurrence which gives rise to such action.

12. Taxes. In addition to all other fees specified in this Agreement, Customer agrees to pay (and to reimburse ISC if ISC pays) all federal, state, and local taxes or other taxes (exclusive of business privilege or franchise taxes levied on ISC and taxes based on ISC's net income), including, but not limited to, sales, use, added value, or excise taxes, or amounts levied in lieu thereof, based on fees and charges payable under this Agreement or based on Customer's use of the ISC Program.

13. Termination.

a. ISC shall have the right without further obligation or liability to Customer to terminate this Agreement and Customer's license hereunder

i) if Customer is delinquent in making any payment required in this Agreement for a period of thirty (30) days; or

ii) if Customer breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days after written notice by ISC of such breach.

b. Customer shall have the right to terminate this Agreement and Customer's license hereunder

i) if ISC fails to cure a defect in the ISC Program as provided in Section 9 (Warranty), or

ii) if ISC breaches any provision other than Section 9 (Warranty) of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Customer of such breach, or

iii) as of the end of any annual term as provided in Section 5 (Term) of this Agreement.

c. Customer's obligations under Sections 8 (Non-Disclosure) and Paragraph (d) of this Section and to pay all fees and charges accrued as of the date of any such termination shall survive any such termination.

d. Upon the termination of this Agreement, the license and all other rights granted to Customer hereunder shall immediately cease, and Customer shall immediately:

i) return the ISC Program to ISC including all documentation, manuals and copies relating thereto,

ii) purge all copies of the ISC Program and any portions thereof from all CPU's and storage media and devices on which Customer has placed or allowed others to place the ISC Program, and

iii) give ISC a written certification that Customer has complied with its obligations under this Paragraph 13.

e. ISC's termination of this Agreement and/or repossession of the ISC Program shall be without prejudice to any other remedies that ISC may lawfully have by virtue of Customer's breach

14. Export. Customer acknowledges that the ISC Program is or may be subject to US export regulations, including the U.S. export control regulations as enacted by the Export Administration Act of 1979, as amended. **Customer, and its present and future affiliates, subsidiaries and assigns represents and warrants the following:** CMC Microsystem will facilitate ISC software to its academic subscribers through their standard subscription model within Canada ONLY.

15. Government Contracting. If the ISC Program is used in connection with US or other government contracting or subcontracting, Customer shall ensure that no government entity shall acquire any rights of any nature in the ISC Program and you acknowledge and agree to the terms set forth on the attached Schedule.

16. General Provisions.

a. Neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other party provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either party, shall acquire all interest of such party hereunder and further provided that ISC may elect to perform some of the services or duties, such as maintenance, through a local representative who shall be entitled to invoice Customer for such services pursuant to this Agreement.

b. Customer agrees ISC may reference customer name in marketing and promotional materials.

c. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

d. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instrument submitted by Customer.

e. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.

f. The English translation of this Agreement shall prevail over any translations.

g. The obligations of Customer under Sections 4, 8, and 15 hereof are of a special and unique character which gives them a peculiar value to ISC and Vendors for which neither ISC nor Vendors can be reasonably or adequately compensated in damages in the event Customer breaches such obligations. Therefore ISC and Vendors shall, in addition to other remedies which may be

available, each be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.

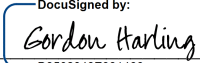
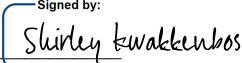
h. Any amendments to this Agreement, attached hereto or not, including but not limited to any Transfer Agreement, Maintenance Agreement or Update Agreement, shall be governed by the same terms as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below, the later of such dates being the effective date of this Agreement.

Customer

Name : Gordon Harling Shirley Kwakkenbos


Title: CEO Chief Financial Officer

Signature:  
Date: March 13, 2025 March 13, 2025

ISC

Name: Dr. Sripadaraja

Title: Manager, Applications and Sales

Signature: 
Date: 3rd March 2025