END USER license AGREEMENT

Hand Over Telecom (HOT) – Hot Link Software

This End User license Agreement (the “Agreement”) is entered into between Hand Over Telecom (HOT) (the “Vendor”) and the individual or entity acquiring, installing, accessing, or using the Software (the “Licensee”).

1. Definitions

1.1 “Software” means the Hot Link software application, including its executable computer programs, components, configuration files, and any related printed, electronic, or online documentation and other files supplied by the Vendor in connection with the Software.

1.2 “Site” means a single physical location, facility, building, or campus operated or controlled by the Licensee at which the Software is installed and used. For greater certainty, separate physical locations, facilities, buildings, or campuses of the Licensee shall each constitute a separate Site unless otherwise expressly agreed in writing by the Vendor.

1.3 “Major Version” means a major release of the Software identified by the Vendor as a distinct supported version or generation of the Software. Minor releases, maintenance releases, patches, bug fixes, and builds issued within the same Major Version do not constitute a new Major Version unless expressly designated as such by the Vendor.

1.4 “Acceptance” means the Licensee’s acceptance of this Agreement in accordance with Section 10.

2. Ownership and Intellectual Property

2.1 Title to, ownership of, and all copyright, intellectual property, proprietary, and distribution rights in and to the Software remain exclusively with the Vendor and its licensors, if any.

2.2 Such rights include, without limitation, the Software’s source code, object code, architecture, design, user interface, appearance, documentation, and other proprietary elements.

2.3 This Agreement grants the Licensee a right to use the Software only. Except for the limited license expressly granted under this Agreement, no ownership interest or other intellectual property right in the Software is transferred to the Licensee.

3. Grant and Scope of license

3.1 Subject to the terms and conditions of this Agreement and payment of the applicable license fee, the Vendor grants the Licensee a limited, non-exclusive, non-transferable license (the “license”) to install and use the Software at the licensed Site.

3.2 Unless otherwise expressly agreed in writing by the Vendor, the license permits the Licensee to install and operate no more than one (1) instance of the Software at any given time, on either:

- (a) one (1) physical computer;
- (b) one (1) virtual machine or other virtualized computer instance.

3.3 The license is limited to the Site for which it was purchased. Use of the Software at another Site requires a separate license unless otherwise expressly authorized in writing by the Vendor.

3.4 The Software is licensed solely for commercial, institutional, governmental, or professional use and is not intended or licensed for personal, family, or household use.

4. Authorized Users and Restrictions

4.1 The rights and obligations under this Agreement are granted solely to the Licensee, whether the Licensee is an individual, corporation, partnership, organization, governmental entity, or other legal entity.

4.2 The Licensee may permit its employees and authorized contractors to access and use the Software solely:

- (a) on behalf of the Licensee;
- (b) for the Licensee’s internal business purposes; and
- (c) in accordance with this Agreement.

4.3 The Licensee shall be responsible for the acts and omissions of its employees and authorized contractors in connection with their access to and use of the Software and shall ensure their compliance with this Agreement.

4.4 Except as expressly permitted under this Agreement, the Licensee shall not:

- (a) sell, transfer, assign, sublicense, lease, rent, distribute, disclose, or otherwise convey the Software or the license;
- (b) make the Software available for the independent use or benefit of any third party;

- (c) operate the Software as a hosted, service bureau, managed service, software-as-a-service, or similar service for the benefit of a third party without the Vendor's prior written consent;
- (d) copy the Software except as reasonably necessary for permitted installation, operation, or backup purposes;
- (e) modify, adapt, translate, alter, or create derivative works from the Software; or
- (f) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, internal structure, algorithms, or underlying ideas of the Software, except to the limited extent that such a restriction is expressly prohibited by applicable law.

4.5 Any material failure by the Licensee to comply with the restrictions or other material terms of this Agreement shall constitute a material breach of this Agreement.

5. license Fee

5.1 Unless otherwise specified in a written quotation, purchase order accepted by the Vendor, or other written agreement between the parties, the purchase price paid by the Licensee for the Software constitutes the license fee payable for the license granted under this Agreement.

5.2 Except as expressly provided in this Agreement, payment of the license fee does not entitle the Licensee to future Major Versions of the Software, additional Site licenses, additional Software instances, or services outside the applicable warranty or support period.

6. Critical Communications; Interrupted Use; No Sole Reliance

6.1 The Licensee acknowledges that the Software may interface or communicate with third-party hardware, software, telecommunications systems, networks, servers, mobile devices, nurse-call systems, messaging platforms, building systems, or other technologies that are outside the Vendor's control.

6.2 Such systems and technologies may be subject to interruption, delay, interference, equipment failure, software failure, network failure, loss of connectivity, configuration errors, maintenance outages, cybersecurity incidents, or other disruptions.

6.3 THE SOFTWARE IS NOT INTENDED TO SERVE AS THE SOLE OR PRIMARY MEANS OF COMMUNICATION IN ANY CRITICAL, EMERGENCY, LIFE-SAFETY, OR LIFE-THREATENING SITUATION.

6.4 Where the Software is used in an environment in which failure or interruption of communications could affect health, safety, emergency response, or essential operations, the Licensee is solely responsible for maintaining appropriate alternative, backup, redundant, or fail-safe communication systems and procedures.

6.5 The Licensee shall not rely exclusively upon the Software to transmit, receive, process, display, or act upon critical, emergency, life-safety, or life-threatening communications.

6.6 The Software is intended to operate as an ancillary communication and integration application and does not replace any legally, professionally, operationally, or technically required primary or redundant life-safety system.

6.7 The Software shall not initiate any off-site communication, external network connection, or transmission of data outside the Licensee's Site or controlled environment unless such communication, connection, or transmission has been expressly configured, enabled, or authorized by the Licensee or by the Licensee's employees, agents, service providers, contractors, or other authorized representatives.

6.8 Where the Licensee or any person acting on the Licensee's behalf configures or enables the Software to communicate with, transmit data to, receive data from, or otherwise interact with any off-site, external, remote, cloud-based, third-party, or Internet-connected system, service, network, device, or destination, the Licensee acknowledges that such communication may pass through or depend upon infrastructure, systems, services, networks, or security controls that are not owned, operated, administered, or controlled by the Vendor.

6.9 To the maximum extent permitted by applicable law, the Vendor shall not be responsible or liable for any interception, unauthorized access, disclosure, alteration, loss, corruption, delay, interruption, misdirection, misuse, or compromise of communications or data to the extent that such event occurs through or results from any network, system, service, infrastructure, device, destination, security control, or third-party environment not owned, operated, administered, or controlled by the Vendor, where the relevant off-site communication or transmission was configured, enabled, or authorized by the Licensee or by a person acting on the Licensee's behalf. Nothing in this Section shall relieve the Vendor of any obligation imposed directly upon the Vendor by applicable federal, provincial, or territorial law, or exclude or limit any liability that cannot lawfully be excluded or limited.

7. Limited Warranty

7.1 Subject to the limitations and exclusions contained in this Agreement, the Vendor warrants that it has the authority to grant the license set out in this Agreement.

7.2 The Vendor further warrants that, as of the date the license is purchased, the licensed Major Version has been tested by the Vendor for compatibility with the then-current supported version or versions of the Microsoft Windows operating system identified by the Vendor in its applicable technical documentation or system requirements.

7.3 The warranty in Section 7.2 does not constitute a representation or guarantee that the Software will remain compatible with future Windows versions, updates, upgrades, patches, security changes, configuration changes, third-party software, hardware changes, or other modifications made after the date of purchase.

7.4 The Vendor does not warrant that:

- (a) use of the Software will be uninterrupted or error-free;
- (b) the Software will be completely free from defects, bugs, vulnerabilities, or other errors;
- (c) all defects or errors can or will be corrected;
- (d) the Software will satisfy every specific requirement of the Licensee unless such requirement has been expressly agreed to in writing by the Vendor; or
- (e) third-party systems, products, services, networks, or interfaces used with the Software will remain available, compatible, or unchanged.

8. Warranty and Support Period

8.1 As part of the Vendor’s limited warranty and support obligations, the Licensee shall be entitled to twelve (12) months of telephone and remote technical support beginning on the date of Acceptance, at no additional charge.

8.2 Unless otherwise agreed in writing, standard technical support will be available from 9:00 a.m. to 5:00 p.m. Eastern Time on regular business days, excluding weekends and statutory holidays observed by the Vendor.

8.3 Technical support under this Section is limited to reasonable assistance relating to the installation, configuration, operation, diagnosis, and correction of issues involving the licensed Software.

8.4 Technical support does not include, unless otherwise agreed in writing:

- (a) on-site services;
- (b) support for third-party hardware or software;
- (c) correction of problems caused by unauthorized modifications;
- (d) correction of problems caused by unsupported operating systems or environments;
- (e) network administration;
- (f) custom development or configuration;
- (g) recovery from failures caused by third parties or systems outside the Vendor’s control; or
- (h) support outside the applicable support period.

8.5 The Vendor may offer technical support after expiration of the included support period for an additional fee and subject to the Vendor’s then-current support terms and availability.

8.6 The Vendor will use commercially reasonable efforts to respond to technical support requests as soon as reasonably practicable. Notwithstanding the foregoing, the Licensee acknowledges that response times may vary depending on the nature, complexity, priority, and volume of support requests, and the Vendor may take up to two (2) business days to provide an initial response to a support request. For greater certainty, the response period stated in this Section refers only to the Vendor’s initial acknowledgement, assessment, or commencement of technical support and does not constitute a guarantee or commitment that the reported issue will be diagnosed, corrected, resolved, or otherwise remedied within two (2) business days.

9. Maintenance Releases and Major Version Lifetime

9.1 During the supported lifetime of the licensed Major Version, the Licensee shall be entitled, at no additional license fee, to maintenance releases, patches, and bug fixes that the Vendor generally makes available for that Major Version.

9.2 This entitlement does not include any new Major Version unless the Vendor expressly provides otherwise in writing.

9.3 The supported lifetime of a Major Version may end where continued operation or support is materially affected by circumstances including, without limitation:

- (a) a Microsoft Windows operating system upgrade, update, security change, or architectural change that materially disrupts or prevents normal operation of the Software;
- (b) discontinuation or material modification of a third-party product, interface, protocol, API, operating system, service, or technology upon which the Software materially depends;
- (c) technological obsolescence;
- (d) cybersecurity or regulatory requirements that make continued maintenance of the Major Version impracticable or inappropriate; or

- (e) the Vendor’s formal discontinuation of support for that Major Version.

9.4 Where reasonably practicable, the Vendor will provide reasonable notice of the discontinuation of support for a Major Version.

9.5 Expiration or discontinuation of warranty, support, maintenance, or Major Version support does not by itself terminate the perpetual license granted under this Agreement, provided that the Licensee remains in compliance with this Agreement.

10. Acceptance

10.1 The Licensee shall be deemed to have accepted this Agreement upon the earliest occurrence of any of the following:

- (a) installation of the Software;
- (b) activation of the Software;
- (c) first access to or use of the Software;
- (d) copying or deployment of the Software; or
- (e) electronic or written acceptance of this Agreement; or
- (f) payment of any license fee or other consideration for the Software, whether such payment is made directly by the Licensee to the Vendor or indirectly by or on behalf of the Licensee through an authorized reseller, distributor, integrator, service provider, or other third party, and whether the Software license is purchased as a standalone item or is included as part of a bundled product, system, project, service, subscription, installation, or other commercial offering, provided that the Licensee has been provided with, or given reasonable access to, this Agreement before or at the time the license is acquired.

10.2 If the Licensee does not agree to the terms of this Agreement, the Licensee shall not install, activate, access, copy, deploy, or use the Software.

10.3 For greater certainty, where the Licensee has been provided with or given reasonable access to this Agreement before or at the time the license is acquired, any payment described in Section 10.1(f) shall constitute the Licensee’s full and unconditional acceptance of this Agreement and agreement to be bound by and comply with all of its terms and conditions, to the maximum extent permitted by applicable law.

11. Real-Time Communication Processing, Data Storage, Logs, Reports and Security

11.1 The Licensee acknowledges that the Software functions primarily as a real-time communication translation and integration application. In the course of its normal operation, the Software may receive, interpret, translate, route, process, and transmit communications, events, messages, identifiers, and other information exchanged between connected systems.

11.2 The Software is not designed to operate as a permanent repository, archive, or records-management system for Licensee data and, during normal real-time operation, does not intentionally retain Licensee communications, personal information, personal health information, privacy records, or other Licensee data except to the extent temporarily or transiently required for the immediate processing, translation, routing, transmission, diagnostic operation, or technical functioning of the Software.

11.3 Notwithstanding Section 11.2, the Software may provide functions that permit the Licensee or its authorized users to enable, generate, retain, export, display, or otherwise use process logs, diagnostic logs, audit information, event records, operational reports, or other reports or records relating to the operation of the Software or communications processed by the Software (collectively, “Logs and Reports”).

11.4 The Licensee acknowledges that Logs and Reports may contain Licensee data, operational information, personal information, personal health information, confidential information, security-related information, or other sensitive information, depending upon the systems connected to the Software and the configuration selected by the Licensee.

11.5 The decision to enable, configure, generate, retain, export, distribute, access, or otherwise use any Logs and Reports is the responsibility of the Licensee. The Licensee is solely responsible for determining whether such Logs and Reports may contain protected, confidential, regulated, or sensitive information and for establishing all appropriate access, retention, storage, backup, encryption, disposal, privacy, cybersecurity, and physical security controls applicable to such information.

11.6 The Licensee shall ensure that the security and handling of Logs and Reports are reviewed and managed by appropriately qualified personnel designated by the Licensee, including, where applicable, its information technology, cybersecurity, data governance, privacy, communications, network, records-management, and physical security professionals.

11.7 The Licensee is solely responsible for securing all computers, servers, virtual machines, storage devices, file systems, databases, backup systems, networks, interfaces, accounts, credentials, physical locations, and other systems on which Logs and Reports are generated, stored, transmitted, accessed, exported, copied, or retained.

11.8 To the maximum extent permitted by applicable law, the Vendor shall not be responsible or liable for any accidental, incidental, unauthorized, improper, or malicious access to, disclosure of, interception of, copying of, alteration of, loss of, misuse of, distribution of, or exposure of Logs and Reports to any third party to the extent that such event results from the Licensee's systems, infrastructure, configuration, access controls, credentials, networks, storage, personnel, contractors, physical environment, third-party products or services, or failure to implement or maintain appropriate information technology, cybersecurity, privacy, data, communications, network, or physical security controls.

11.9 The foregoing allocation of responsibility does not relieve the Vendor of any obligation imposed directly upon the Vendor by applicable law, including, where applicable, the Personal Information Protection and Electronic Documents Act (Canada), applicable provincial or territorial private-sector privacy legislation, applicable health-information privacy legislation, and any other applicable federal, provincial, or territorial privacy, cybersecurity, data-protection, health-information, or records-protection law.

11.10 Where the Vendor obtains access to Licensee data, personal information, personal health information, Logs, or Reports in the course of providing authorized technical support, maintenance, troubleshooting, or other services, the Vendor shall use such information only to the extent reasonably necessary to provide those services and in accordance with applicable law.

11.11 The Licensee acknowledges that enabling Logs and Reports may create records that would not otherwise be persistently retained by the Software during its normal real-time communication processing. Accordingly, the Licensee accepts responsibility for the security, retention, access, disclosure, use, and lawful management of Logs and Reports generated or retained at the Licensee's direction, subject always to any obligations imposed directly upon the Vendor by applicable law.

11.12 Unless otherwise expressly agreed in writing by the Vendor, the Vendor does not undertake responsibility for the storage, retention, backup, archival, recovery, classification, access control, privacy management, or records-management obligations associated with Licensee data or Logs and Reports maintained within the Licensee's environment.

11.13 Nothing in this Section shall exclude or limit any liability or obligation of the Vendor to the extent that such liability or obligation cannot lawfully be excluded or limited.

12. Disclaimer of Other Warranties

12.1 EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET OUT IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ALL RELATED SUPPORT AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS."

12.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VENDOR DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, DUTIES, AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF:

- (a) merchantability;
- (b) fitness for a particular purpose;
- (c) reliability;
- (d) availability;
- (e) accuracy or completeness;
- (f) performance;
- (g) correspondence to description;
- (h) uninterrupted or error-free operation; or
- (i) non-infringement, except to the extent that any such warranty, condition, or obligation cannot lawfully be excluded.

12.3 No oral or written information, statement, advice, documentation, marketing material, or communication provided by the Vendor or any of its employees, representatives, contractors, or resellers shall create any warranty or obligation that is not expressly set out in this Agreement or another written agreement signed by the Vendor.

13. Exclusion of Certain Damages

13.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE VENDOR, ITS AFFILIATES, LICENSORS, SUPPLIERS, EMPLOYEES, CONTRACTORS, OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE SOFTWARE, THIS AGREEMENT, OR ANY SUPPORT OR SERVICES PROVIDED OR NOT PROVIDED BY THE VENDOR.

13.2 WITHOUT LIMITING SECTION 12.1, THE VENDOR SHALL NOT BE LIABLE FOR:

- (a) loss of profits;
- (b) loss of revenue;
- (c) loss of business or business opportunity;
- (d) loss of production;
- (e) business interruption;
- (f) loss, corruption, compromise, or disclosure of data;
- (g) loss of confidential or proprietary information;
- (h) loss of privacy;
- (i) loss of goodwill;
- (j) loss arising from communication delay, interruption, or failure;
- (k) inability to use the Software;
- (l) failure of third-party systems, products, services, networks, telecommunications infrastructure, or integrations; or
- (m) the provision of, failure to provide, or delay in providing technical support or other services.

13.3 The exclusions in this Section apply whether the claim is based on contract, tort, negligence, statute, strict liability, or any other legal theory, and whether or not the Vendor was advised of the possibility of such damages.

14. Limitation of Liability and Remedies

14.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSEE USES THE SOFTWARE AT ITS OWN RISK.

14.2 Except for obligations or liabilities that cannot lawfully be limited or excluded, the aggregate liability of the Vendor and its suppliers arising out of or relating to the Software, the license, this Agreement, or any related support or services shall not exceed the total license fees actually paid by the Licensee to the Vendor for the licensed Software giving rise to the claim.

14.3 The limitation in Section 14.2 applies in the aggregate to all claims and causes of action and shall not be increased by the number of claims, incidents, users, systems, devices, or legal theories asserted.

14.4 Except where prohibited by applicable law, the remedies expressly provided under this Agreement are the Licensee’s exclusive contractual remedies.

14.5 The limitations, exclusions, and disclaimers contained in this Agreement shall apply to the maximum extent permitted by applicable law even if any limited remedy fails of its essential purpose.

15. Representations of the Vendor

15.1 The Vendor represents that it owns, or otherwise possesses sufficient rights in, the Software to grant the license provided under this Agreement.

15.2 The Vendor represents that, to its knowledge, the granting of the license under this Agreement does not violate any binding agreement to which the Vendor is a party.

16. Term

16.1 This Agreement commences upon Acceptance and, unless terminated in accordance with this Agreement, the license is perpetual.

16.2 The perpetual nature of the license does not create any perpetual obligation on the Vendor to provide technical support, maintenance, updates, bug fixes, compatibility updates, or future Major Versions.

17. Termination

17.1 The Vendor may terminate this Agreement and the license if the Licensee materially breaches this Agreement and, where the breach is capable of remedy, fails to remedy the breach within a reasonable period after receiving written notice from the Vendor.

17.2 The Vendor may terminate the license immediately where the Licensee:

- (a) knowingly uses the Software in violation of the license restrictions;
- (b) unlawfully copies, distributes, sublicenses, transfers, reverse engineers, or commercially exploits the Software;
- (c) uses the Software in a manner that materially infringes the Vendor’s intellectual property rights; or
- (d) otherwise commits a material breach that is not reasonably capable of remedy.

17.3 Upon termination of this Agreement or the license, the Licensee shall promptly:

- (a) cease all use of the Software;
- (b) uninstall the Software from all physical and virtual systems;

- (c) destroy or permanently delete all copies of the Software in its possession or control, except copies required to be retained by applicable law; and
- (d) upon reasonable request, confirm in writing that it has complied with this Section.

17.4 Termination shall not affect any rights, obligations, or liabilities that accrued before termination.

17.5 Sections concerning intellectual property, license restrictions, disclaimers, limitation of liability, termination consequences, governing law, and other provisions that by their nature are intended to survive shall survive termination of this Agreement.

17.6 Where this Agreement or the license is terminated as a result of any breach, violation, misuse, unauthorized use, or other non-compliance by the Licensee, such termination shall not entitle the Licensee to any refund, reimbursement, credit, or repayment of any license fee or other amount previously paid, whether in whole or in part. All amounts paid by or on behalf of the Licensee shall be deemed fully earned and non-refundable to the maximum extent permitted by applicable law.

18. Force Majeure

18.1 The Vendor shall not be liable for any delay, interruption, failure, or inability to perform an obligation under this Agreement to the extent caused by circumstances beyond the Vendor’s reasonable control.

18.2 Such circumstances may include, without limitation:

- (a) fire, flood, earthquake, severe weather, or other natural disaster;
- (b) war, terrorism, civil disturbance, or governmental action;
- (c) epidemic or pandemic;
- (d) labour disruption;
- (e) power failure;
- (f) internet, telecommunications, network, cloud service, hosting service, or data-centre failure;
- (g) failure or discontinuation of third-party hardware, software, services, platforms, APIs, or infrastructure;
- (h) cyberattack or other cybersecurity incident not caused by the Vendor’s failure to exercise reasonable care; or
- (i) any other event beyond the Vendor’s reasonable control.

18.3 The Vendor shall use commercially reasonable efforts to mitigate the effect of such an event where reasonably practicable.

19. Governing Law and Jurisdiction

19.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-law principles.

19.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any dispute, claim, proceeding, or matter arising out of or relating to this Agreement, except where the parties have separately agreed in writing to arbitration or another dispute-resolution procedure.

19.3 Notwithstanding any governing-law provision of this Agreement, nothing in this Agreement shall exclude, restrict, waive, or limit any right, obligation, liability, warranty, remedy, or statutory protection that cannot lawfully be excluded, restricted, waived, or limited under the mandatory laws of the province or territory applicable to the Licensee or the relevant transaction.

19.4 Where the Licensee is located in Quebec or this Agreement is otherwise subject to the mandatory laws of Quebec, this Agreement shall be provided and administered in accordance with the applicable requirements of the Charter of the French language and the Civil Code of Quebec.

19.5 Where required by applicable Quebec law, a French version of this Agreement shall be provided to the Licensee before the Licensee elects to be bound by a version in another language.

19.6 Nothing in this Agreement shall exclude or limit liability or any other obligation to the extent that such exclusion or limitation is prohibited by the Civil Code of Quebec or any other applicable Quebec law.

20. Amendments

20.1 No amendment, modification, or waiver of any provision of this Agreement shall be binding unless made in writing and signed or otherwise expressly accepted by both the Vendor and the Licensee.

20.2 Electronic acceptance may constitute written acceptance where permitted by applicable law.

21. Independent Parties

21.1 Nothing in this Agreement creates or shall be construed as creating a partnership, joint venture, agency, employment, fiduciary, or franchise relationship between the Vendor and the Licensee.

21.2 Neither party has authority to bind the other except as expressly provided in writing.

22. Interpretation

22.1 Headings are included for convenience only and shall not affect interpretation of this Agreement.

22.2 Words in the singular include the plural and vice versa where the context requires.

22.3 The words “including” and “includes” mean “including without limitation” unless the context clearly requires otherwise.

23. Severability

23.1 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall, to the extent permitted by applicable law, be modified or limited only to the minimum extent necessary to make it valid and enforceable.

23.2 If such modification is not possible, the invalid or unenforceable portion shall be severed, and the remaining provisions of this Agreement shall remain in full force and effect.

24. Entire Agreement

24.1 This Agreement constitutes the entire agreement between the parties concerning the licensing and use of the Software and supersedes all prior or contemporaneous agreements, understandings, negotiations, representations, statements, and communications, whether oral or written, relating to that subject matter.

24.2 No representation, promise, or statement not expressly incorporated into this Agreement or another written agreement signed or expressly accepted by both parties shall modify the parties’ rights or obligations.

24.3 Where the Vendor and the Licensee enter into a separate written agreement that expressly states that one or more of its provisions supersede this Agreement, the terms of that separate written agreement shall prevail to the extent of any direct conflict.

25. Assignment; Successors

25.1 The Licensee may not assign or transfer this Agreement or the license, whether voluntarily, by operation of law, through merger, sale of assets, reorganization, or otherwise, without the Vendor’s prior written consent.

25.2 The Vendor may assign this Agreement in connection with a merger, corporate reorganization, sale of substantially all of its assets, transfer of the Software business, or transfer of the applicable intellectual property rights.

25.3 Subject to the foregoing restrictions, this Agreement shall be binding upon and endure to the benefit of the parties and their respective permitted successors and assigns.

26. Notices

26.1 Notices required under this Agreement shall be in writing.

26.2 Notices to the Vendor shall be delivered to:

Hand Over Telecom (HOT)

628 Sugar Bush Road

Mississippi Mills, ON, Canada

K0A 2X0

Email: legal@handovertele.com

26.3 Notices to the Licensee may be delivered to the postal address or email address supplied by the Licensee in connection with the purchase, registration, activation, or licensing of the Software.

26.4 A notice sent by email shall be deemed received on the first business day following transmission, provided that the sender does not receive an automated delivery-failure notification.

26.5 Either party may update its notice information by providing written notice to the other party.

27. Survival

27.1 Any provision of this Agreement that by its nature is intended to remain effective after expiration or termination, including provisions relating to ownership, intellectual property rights, use restrictions, confidentiality where applicable, disclaimers, limitations of liability, governing law, and accrued rights, shall survive termination or expiration of this Agreement.