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Rev. 3 - 10.20.21 Page 1 of 15



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Rev. 3 - 10.20.21 Page 2 of 15



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Rev. 3 - 10.20.21 Page 3 of 15



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Rev. 3 - 10.20.21 Page 4 of 15



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Rev. 3 - 10.20.21 Page 5 of 15



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Rev. 3 - 10.20.21 Page 6 of 15



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Rev. 3 - 10.20.21 Page 7 of 15



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Rev. 3 - 10.20.21 Page 8 of 15



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Rev. 3 - 10.20.21 Page 9 of 15



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Rev. 3 - 10.20.21 Page 10 of 15



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Rev. 3 - 10.20.21 Page 11 of 15



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Rev. 3 - 10.20.21 Page 12 of 15



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- c) Licensee may be required to provide MHI with relevant information of any custom simulation model for which access will be restricted by Component Licensing, and a list of the users to whom Licensee has authorized for access to such custom simulation model (as may be amended by Licensee from time to time); and
- d) Should Licensee wish to add to, delete from, or otherwise change the list of users as stated in 4(c) above, then Licensee shall be required to notify MHI in writing not less than 30 days in advance of the effective date of such addition, deletion or change.
- **TERMS FOR LICENSEES WHO ARE AUTHORIZED USERS.** By accessing a Component Licensing-protected custom simulation model, Licensee hereby acknowledges and agrees that:
 - a) MHI may authenticate, verify, and otherwise require Licensee to confirm their acceptance of the terms of this Agreement and the use license granted hereunder;
 - b) MHI may make such alterations, changes or modifications to the Software as may be necessary to provide access to a Component Licensing-protected custom simulation model; and
 - c) Licensee may be required to demonstrate in writing that it is an Authorized User as approved by the applicable Component Licensor.
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- **NO WARRANTY.** MHI does not warrant that operation of Component Licensing shall be uninterrupted or error-free or secure.
- **8.** <u>"AS IS" CONDITION.</u> Further to Section 13 "As Is" Condition of this Agreement, Component Licensing is provided "as is" and neither MHI nor any MHI Representatives make any warranty as to its integrity, use or performance and do not make any warranties, undertakings,

Rev. 3 - 10.20.21 Page 13 of 15



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Further to Section 18 – Indemnity of this Agreement, Licensee shall indemnify and save harmless MHI and MHI Representatives from and against all losses, costs, damages and expenses suffered or incurred by MHI or any MHI Representatives or payable by any such parties to any third party, arising out of or related to Licensee's: (i) use of Component Licensing; (ii) agreements with any third parties pertaining to any custom simulation models restricted via Component Licensing; (iii) negligent acts or omissions, fraud or wilful misconduct in relation to this Schedule E or Component Licensing or any agreement with any third party that involves Component Licensing or restrictions to any custom simulation model; or (iv) breach or non-compliance with any provision of this Schedule E.

- **NO APPLICABILITY.** Section 14 Limited Warranty, Section 15 Warranty of Non-Infringement and Section 16 Indemnity for Infringement of this Agreement, and the obligations of MHI set out therein, shall not apply in respect of any use of Component Licensing, and shall be of no force or effect in connection with any use of Component Licensing.
- LIMITATION ON LIABILITY FOR COMPONENT LICENSING. NOTWITHSTANDING SECTION 19 LIMITATION ON LIABILITY OF THIS AGREEMENT AND ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF MHI AND MHI REPRESENTATIVES TO LICENSEE AND ANY THIRD PARTY CLAIMING THROUGH LICENSEE, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), BREACH OF WARRANTY, STATUTORY OR STRICT LIABILITY, EQUITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH ANY USE OF COMPONENT LICENSING SHALL NOT EXCEED FIVE CANADIAN DOLLARS (\$5.00 CAD).

Rev. 3 - 10.20.21 Page 14 of 15



12. SURVIVAL. Sections 6, 7, 8, 9, 10 and 11 of this Schedule E shall survive any expiration or termination of this Agreement.

Rev. 3 - 10.20.21 Page 15 of 15