



DAKIS DECISION SYSTEMS INC. ("DAKIS") TERMS OF USE

BY USING THE SERVICE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF DAKIS' SERVICES (THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE.

You may not access the Service if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on December 19, 2017. It is effective between You and Us as of the date of Your accepting this Agreement.

Welcome

As part of the Service, Dakis will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Dakis website incorporated by reference herein, including but not limited to Dakis's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy & Security; Disclosure

Dakis reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Users will receive marketing and other non-critical Service-related communications from Dakis from time to time. Note that because the Service is a hosted, online application, Dakis occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. You agree that Dakis can disclose the fact that you are a customer and the Service that you are using.

2. License Grant & Restrictions

Dakis hereby grants you a non-exclusive and non-transferable right to use the Service in Canada, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Dakis and its licensors.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. A license cannot be shared or used by more than one individual device but may be reassigned from time to time to a new device who are replacing a former device that no longer use the Service. A website license cannot be shared or used by more than one designated website but may be reassigned from time to time to a new website who is replacing a former website that no longer use the Service. A department pack license cannot be shared or used by more than one designated point of sale but may be reassigned from time to time

to a new point of sale who is replacing a former point of sale that no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Dakis immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Dakis immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Dakis user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Dakis does not own any data, information or material that you submit to the Service in the course of using the Service ("User Data"). You, not Dakis, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all User Data, and Dakis shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Data. In the event this Agreement is terminated (other than by reason of your breach), Dakis will make available to you a file of the User Data within 30 days of termination if you so request at the time of termination. Dakis reserves the right to withhold, remove and/or discard User Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use User Data immediately ceases, and Dakis shall have no obligation to maintain or forward any User Data.

5. Intellectual Property Ownership

Dakis alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Dakis Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Dakis Technology or the Intellectual Property Rights owned by Dakis. The Dakis name, the Dakis logo, and the product names associated with the Service are trademarks of Dakis or third parties, and no right or license is granted to use them.

6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and

the applicable third-party. Dakis and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Dakis does not endorse any sites on the Internet that are linked through the Service. Dakis provides these links to you only as a matter of convenience, and in no event shall Dakis or its licensors be responsible for any content, products, or other materials on or available from such sites. Dakis provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments may be made annually, monthly, or quarterly, consistent with the Initial Term, or as otherwise mutually agreed upon. You are responsible for paying for all charges for the entire License Term, whether or not the service is actively used. You must provide Dakis with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized Service Administrator may add service by executing an additional written Order Form or using the Online Order Center. Added service will be subject to the following: (i) added service will be coterminous with the preexisting service Term (either Initial Term or renewal term); (ii) the service fee for the added service will be the then current, generally applicable service fee; and (iii) service added in the middle of a billing month will be charged in full for that billing month. Dakis reserves the right to modify its fees and charges, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

8. Excess Data Storage Fees and Bandwidth Fees

The maximum disk storage space provided to you at no additional charge is 1 GB. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees. Dakis will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Dakis to so notify you shall not affect your responsibility for such additional storage charges. Dakis reserves the right to establish or modify its general practices and limits relating to storage of User Data. The maximum monthly bandwidth usage that is provided at no additional charge is 25 GB. If the amount of bandwidth usage exceeds these limits, you will be charged the then-current bandwidth fees. Dakis reserves the right to establish or modify its general practices and limits relating to bandwidth usage.

9. Billing and Renewal

Dakis charges and collects in advance for use of the Service. Dakis will automatically renew and bill your credit card or issue an invoice to you (a) every month for monthly services, (b) every quarter for quarterly services, (c) each year on the subsequent anniversary for annual services, or (d) as otherwise mutually agreed upon. The renewal charge will be equal to the then-current service price, unless Dakis has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Dakis's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only Canada (federal or provincial) taxes based solely on Dakis's income.

You agree to provide Dakis with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Service Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Dakis reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless Dakis in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the Canada will be billed in Canadian dollars and subject to Canadian payment terms and pricing schemes ("Canadian Customers"); (ii) all other entities will be billed in Canadian dollars, American dollars, euros or local currency and subject to International or non-Canadian payment terms and pricing schemes ("International Customers"); and (iii) be subject to either Canadian or non-Canadian payment terms and pricing schemes at the discretion of Dakis ("International/Non-Canadian Customers").

If you believe your bill is incorrect, you must contact us in writing by mail or by email at accounting@dakis.com within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

10. Non-Payment and Suspension

In addition to any other rights granted to Dakis herein, Dakis reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for service during any period of suspension. If you or Dakis initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Dakis may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Dakis reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Dakis has no obligation to retain User Data and that such User Data may be irretrievably deleted if your account is 30 days or more delinquent.

11. Termination upon Expiration/Reduction in Number of Services

This Agreement commences on the Effective Date. For service, the Initial Term is one year, two or three years (as you elect during sign-up) or as otherwise mutually agreed upon, commencing on the date you sign the Agreement. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Dakis's then current fees. Either party may terminate this Agreement or reduce the number of services, effective only upon the expiration of the then current Service Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), Dakis will make available to you a file of the User Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge



that Dakis has no obligation to retain the User Data, and may delete such User Data, more than 30 days after termination.

12. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Dakis Technology or Service will be deemed a material breach of this Agreement. Dakis, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Dakis may terminate a free account at any time in its sole discretion. You agree and acknowledge that Dakis has no obligation to retain the User Data, and may delete such User Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Dakis represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

14. Mutual Indemnification

Indemnification by You. You shall indemnify and hold Dakis, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the User Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Dakis (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Dakis of all liability and such settlement does not affect Dakis's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Indemnification by Dakis. Dakis will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that our Services are the basis of the Claim Against You; (2) a Claim Against You arises from the use or combination of our Services or any part thereof with software, hardware, data, or processes not provided

by Us, if our Services or use thereof would not infringe without such combination; (3) a Claim Against You arises from Services for which there is no charge; (4) a Claim against You is based on traditional online storefront commerce functionality that is or was in general use in the industry; or (5) a Claim Against You arises from Content, a Non-Dakis Application or Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms.

15. Disclaimer of Warranties

DAKIS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. DAKIS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DAKIS AND ITS LICENSORS.

16. Internet Delays

DAKIS'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DAKIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

17. Limitation of Liability

Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "CHARGES AND PAYMENT OF FEES" SECTION ABOVE.

IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION,

INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Additional Rights

Certain provinces, states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

19. Local Laws and Export Control

Dakis and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside Canada, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to Canadian law is prohibited.

20. Notice

Dakis may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Dakis's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Dakis's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Dakis (such notice shall be deemed given when received by Dakis) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Dakis at the following addresses: Dakis Decision Systems Inc, 4740 Wellington Suite 200, Montreal (Province of Quebec), Canada, H4G 1X3, addressed to the attention of: Accounting Department – Customer Notice.

21. Modification to Terms

Dakis reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

22. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Dakis but may be assigned without your consent by Dakis to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Dakis directly or indirectly owning or controlling 50% or more of you shall entitle Dakis to terminate this Agreement for cause immediately upon written notice.

23. General

Applicable laws: this Agreement shall be governed by Quebec law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the province of Quebec and courts located in Montreal, Province of Quebec. Agreement terms and conditions: No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the

terms and conditions of this Agreement. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Dakis and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Provision: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. Members of Dakis: No member of Dakis is stipulated to become of employee of the client as a result of this Agreement. No joint venture, partnership, employment, or agency relationship exists between you and Dakis as a result of this agreement or use of the Service. No Solicitation: As long as this Agreement is in effect and for a period of TWO (2) additional years after the end of this Agreement, You agree and oblige not to persuade a member of Dakis to depart or to recommend one of them to a third party for employment. Any breach of this said commitment by you will result in a penalty equivalent to one full year of salary for all members that left the company. This penalty is payable to Dakis who also reserves the right to undertake any procedures that we judge appropriate to bring this breach to an end and to demand compensation for damages incurred. Enforcement: The failure of Dakis to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Dakis in writing.

24. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these terms of use, any Order Forms, and any materials available on the Dakis website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Dakis from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "User Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is signed or the date you begin using the Service; "Initial Term" means the initial period during which you are obligated to pay for the Service; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "Service Administrator(s)" means those Users designated by you who are authorized to purchase services online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "Service Term(s)" means the period(s) during which a specified number of Services are licensed for usage pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online Order Center" means Dakis' online application that allows the Service Administrator designated by you to, among other things, add additional Services; "Dakis" means collectively



Dakis, a Canadian corporation, having its principal place of business at 4740 Wellington, Suite 200, Montreal (Province of Quebec), Canada, H4G 1X3; "Dakis Technology" means all of Dakis' proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Dakis in providing the Service; "Service(s)" means the specific edition of Dakis's solutions, photo solutions, web solutions or other services identified during the ordering process, developed, operated, and maintained by Dakis, accessible via dakis.com, mydakis.com or another designated website or IP address, or ancillary services rendered to you by Dakis, to which you are being granted access under this Agreement, including the Dakis Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Dakis at your request).