

End User / Software License Agreement

This Momentum/E=mz² Inc. End User / Software License Agreement (the "Agreement") is a legal agreement between you ("You"), and E=mz² Inc. (as defined below) (together the "Parties" and individually a "Party"). BY INDICATING YOUR ACCEPTANCE BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY INSTALLING OR USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE TERMS OF THIS AGREEMENT, PLEASE CONTACT US AT www.emz2.ca. IF, PRIOR TO USING THE SOFTWARE, YOU DECIDE YOU ARE UNWILLING TO AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY EMAIL AND ASK US TO DISCONTINUE YOUR ACCESS CODE AND RETURN ANY ACCOMPANYING ITEMS AND DELETE ANY TRAINING OR COACHING MATERIALS THAT HAVE BEEN EMAILED TO YOU (INCLUDING WRITTEN MATERIALS AND BINDERS) TO E=MZ² INC OR THE AUTHORIZED EMPLOYEE/DISTRIBUTOR/AGENT FROM WHOM YOU OBTAINED THE SOFTWARE AND ACCOMPANYING ITEMS. If you have already paid for the Software and/or Materials, provide us with Your proof of purchase and we will refund the fees You have paid for these items to You.

1. Definitions.

"Momentum Sales Training System" shall mean the online sales training system that you will receive an access code to use for the term of your agreement.

"Momentum Software" means the Software that manages the Momentum Sales Training System and provides scoring, tracking and feedback for Momentum missions.

"Missions" shall mean the Momentum case stories that contain 3 segments called episodes. These are delivered online.

"Success Coaching Materials" shall mean both materials and binders provided in a Sales Coaching Bootcamp for your Sales Managers, Coaches, or other nominated individuals and materials e-mailed weekly to the "Coach" or "Sales Manager" or other nominated individuals to support the learners on the system.

"Product" shall mean collectively the Momentum Missions, Momentum Software and Momentum Success Coaching, and any E=mz² Inc. and Momentum supplied materials, such as binders and materials provided to improve sales effectiveness.

"User Access Code" shall mean the access code supplied to a user of any account type, Head Coach, Administrative, Coach, Player Coach, or Player to which only one user is permitted to use any account without the express approval of E=mz² authorized personnel.

"E=mz² Inc." shall mean both E=mz² Inc. and Momentum.

2. Agreement to supply Product(s) and to license Software.

You acknowledge that You are supplied with the Products and Software conditional upon Your acceptance of the terms and conditions herein, Your payment of the required purchase price and license fees, Your commitment to pay all applicable monthly or other periodic fees or costs, and any additional terms and conditions that You agree to be bound by from time to time.

3. Right To Use Software.

You shall not obtain rights to use the Product(s) sold to You until You pay all amounts due for such Product(s). Your license to use the Software is for the agreed upon term and conditional upon payment of all license fees due hereunder. If any monthly or other periodic fees or costs associated with Your use of the services relating to Your use of the Products or Software are not paid when due, it shall constitute a breach of this license entitling E=mz² Inc. to terminate Your license to use the Software under Section 11 below.

4. Use of Products and Software.

You agree that:

- (a) You and anyone obtaining access to the Products and Software through You will only use the Products and the Software in accordance with this Agreement and the appropriate documentation and manuals provided by E=mz² Inc. or Your distributor of the Products or Software for use in conjunction with such Products and Software;
- (b) You and anyone obtaining access to the Products or Software through You will only use the Products and Software in accordance with the Limited Warranty (as defined herein);
- (c) You are, and anyone obtaining access to the Products and Software through You is, over the age of majority and will comply with Your obligations under this Agreement and will comply with all applicable laws and regulations respecting the use of the Products and Software;
- (d) You will ensure that any information that is provided to E=mz² Inc. pursuant to this Agreement is true, accurate, current and complete;
- (e) You will be responsible for all activities with respect to the Products and Software undertaken by You or undertaken by anyone who has access to the Products and Software through You;
- (f) You represent and warrant that You have the right and the authority to enter into this Agreement;
- (g) You will ensure that the use of the Products and Software including without limitation the use thereof with any other software, application, or data and the transmission of data using the Software, does not interfere with, degrade, or adversely affect any software, system, network or data used by any person including E=mz² Inc. and other customers of E=mz² Inc., and You will not use or allow any person to use the Products, or Software in a way that has a detrimental effect upon E=mz² Inc., its customers or its products or services;
- (h) You and anyone obtaining access to the Products or Software through You will not transmit harassing, abusive, libelous, illegal or deceptive messages or information;
- (i) You and anyone obtaining access to the Products, Services or Software through You will not use the Products or Software to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts;
- (j) You will not sell or transfer, or attempt to sell or transfer, the Software or any part thereof or any part thereof, to any other device, person or company, without the written permission of E=mz² Inc.; and
- (k) You will cooperate with E=mz² Inc. and provide information requested by E=mz² Inc. to assist E=mz² Inc. in investigating or determining whether there has been a breach of this Section 4 or any other provision of this Agreement and provide E=mz² Inc. with access to the premises and computers where the Products or Software are or have been used.

5. Software License.

Subject to the terms and conditions herein, this Agreement grants You a personal, revocable, non-exclusive, non-transferable license to use one user access code providing access to the Software residing on the internet.

You may not use or allow the use of the Software other than for Your own purposes. This license does not imply any rights to future upgrades or updates of the Software. However, if E=mz² Inc. does provide You with any upgrades or updates to the Software, either directly or through a E=mz² authorized distributor, such updates or upgrades shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such upgrades or updates, and may be subject to additional payments. You may not print, copy, reproduce, distribute, modify or in any other manner duplicate the Software, in whole or in part. For the purposes of this provision "copy or reproduce" shall not include copying of statements and instructions of the Software during program execution when used in accordance with and for the purposes described in the user documentation or in the course of making backups of the computer or system on which the Software is installed, in accordance with industry standard business practices. You may not copy any written materials accompanying any portion of the Software unless specifically authorized in writing to do so by E=mz² Inc..

6. Services.

Additional services offered for use with the product provided to you by an authorized service provider shall be subject to the terms and conditions of such Service Provider pertaining to the additional services. E=MZ² INC. SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU, FOR ANY ISSUE RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF SUCH SERVICES.

7. Intellectual Property.

You do not acquire hereby any intellectual property or other proprietary rights, including patents, designs, trademarks, copyright or rights in any confidential information or trade-secrets, in or relating to the Products, Software, or any part thereof. You also do not acquire any rights in or related to the Products, Software or any component thereof, other than the rights expressly licensed to You under this Agreement or in another mutually agreed upon, written agreement that You may have with E=mz² Inc. Any grants not expressly granted herein are reserved. The Software is only licensed to You as expressly set out herein, and it and all associated documentation is protected by Canadian, U.S. and international copyright and patent laws and international treaty provisions. There are severe penalties both civil and criminal for intellectual property infringement.

8. Export Restrictions; U.S. Government Rights.

You acknowledge that the Software may include encryption software that may be controlled for import, export or purposes under the laws and regulations of the country(ies) and/or territory(ies) in which the Software is used ("Applicable Law"). In particular, You acknowledge that the Software is of Canadian origin, is subject to Canadian laws and regulations, and may be subject to restrictions on export or re-export to countries subject to Canadian embargoes (currently Angola, Eritrea, Ethiopia, Iraq, Liberia, Myanmar (Burma), Rwanda, Sierra Leone and Yugoslavia) or to persons or entities prohibited from receiving Canadian exports (including, but not limited to, those involved with missile technology or nuclear, chemical or biological weapons). You hereby represent that (1) to the best of Your knowledge You are eligible to receive the Product(s) and Software under Applicable Law; (2) You will import, export, or re-export the Product(s) and/or the Software to, or use the Product(s) and/or the Software in, any country or territory only in accordance with Applicable Law; and (3) You will ensure that other persons use the Product(s) and Software in accordance with the foregoing restrictions. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DFARS 227.7202 or in FAR 52.227-19, or their successors as applicable. Contractor is E=mz² Inc., 3600 Billings Court, Suite 103, Burlington, Ontario, Canada L7N 3N6. You hereby agree to indemnify E=mz² Inc. and Service Provider from any claims, actions, liability or expenses (including reasonable lawyers' fees) resulting from Your failure to act in accordance with the certifications and commitments in this section.

9. Confidentiality.

You acknowledge and agree that the Software was developed at considerable time and expense by E=mz² Inc. and is confidential to and contains trade secrets of E=mz² Inc.. You agree to maintain the Software in strict confidence and not to disclose or provide access thereto to any person except to Your employees with a need for access to exercise the license rights conferred hereby. You do not have the right to obtain or use any source code for the Software, and may not translate, reverse engineer, decompile or disassemble, or otherwise attempt to derive the source code of the Software and agree not to authorize, allow or enable any other person to do so.

10. Term.

This Agreement shall be effective upon Your agreement to be bound by the terms of this Agreement, (as manifested by the conduct described in the preamble above) and shall end upon expiry or termination of Your agreement with any Service Provider, as applicable, or upon termination of this Agreement in accordance with the provisions set out herein.

11. Remedies and Termination for Default.

If You breach any provision of this Agreement E=mz² Inc. may, in addition to all other rights and remedies provided by this Agreement or by law, terminate this Agreement by providing notice of termination. You will be deemed to be in breach of this Agreement and E=mz² Inc. will have the right to terminate this Agreement if (1) You fail to comply with or perform a term or condition herein, (2) You or any user of the Products or Software (or any component thereof) interfere with E=mz² Inc.'s customer service or business operations, (3) You materially contravene any agreement that You may have with E=mz² Inc., including without limitation, the terms of any agreement that You have agreed to on E=mz² Inc.'s website or otherwise, (4) You violate any code of conduct or other guidelines by which You may be governed in conjunction with Your use of the Products or Software. Nothing herein shall be construed to require E=mz² Inc. to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. E=mz² Inc. shall not have any liability to You arising from or related to the termination of this Agreement in accordance with this Section.

12. Indemnity/Liability.

You shall defend, indemnify, and hold harmless E=mz² Inc., E=mz² Inc.'s suppliers, successors, affiliates, agents and assigns (each "E=mz² Inc. Indemnified Party") from any claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred by a E=mz² Inc. Indemnified Party in connection with all claims, suits, judgments and causes of action (i) for infringement of patents or other intellectual property or proprietary rights arising from combining with or using any device, system or service in connection with the Products, Software or any portion thereof, (ii) for damages arising from Your breach of Sections 4, 5, 7, 8 or 9 herein, (iii) for libel, slander, defamation or infringement of copyright or other intellectual property or proprietary right with respect to material transmitted by You using the Product (iv) for any injury, death or property damage arising in connection with the presence, use or non-use of any portion of the Products or Software (other than such damage to person or property (excluding data) that directly arises from the use of the Products and/or Software strictly in accordance with the documentation and user manuals provided by E=mz² Inc. with the Products and Software which specifically pertains to such Products or Software) or (v) for claims made by third persons against E=mz² Inc. arising from or related to Your use of the Software or the Products or any portion thereof (other than such claims that arise solely from the use of the Products and/or Software strictly in accordance with the documentation and support materials provided by E=mz² Inc. with the Products and Software which specifically pertains to such Products or Software). No remedy herein conferred upon E=mz² Inc. is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to Section 11, You shall pay to E=mz² Inc. all attorney fees, collection fees, and related expenses, expended or incurred by E=mz² Inc. in the enforcement of any right or privilege hereunder (including, but not limited to, telephone, freight, express and postal charges, expenses of paid investigators and reasonable compensation for time of E=mz²'s representatives).

13. Limited Warranty.

Software. The limited warranty ("Limited Warranty"), if any, for the Software(s) is the exclusive warranty for any Software sold under the terms of this Agreement and sets out Your sole remedies in respect of the Software and any breach of the Limited Warranty. The terms of Section 20 of this Agreement are incorporated by reference into the terms of the Limited Warranty. By indicating Your acceptance by clicking on the appropriate button below, You acknowledge that You have read the Limited Warranty and agree to its terms.

In the event that during the ninety (90) day period following delivery of the software access code to You (the "Warranty Period"), the Software as provided by E=mz² Inc. is not capable of performing the functions described in the How to Play document when you have met the Specifications for use (which can be viewed at www.momentum.ca), when used as specified by E=mz² Inc. in the E=mz² Inc. provided documentation and user information applicable to the specific type and version of the Software, E=mz² Inc. will, at its sole option and discretion either make efforts to correct or provide You with a workaround for such problem (which may be provided in a form at E=mz² Inc.'s reasonable discretion, including in the course of telephonic customer support provided to You, in a generally available software fix release, or made available You at our web site) or provide You with a refund for the one time fees paid by You for the use of the Software if the Missions provided to You have not been played and all related materials are returned to E=mz² Inc. within a defined timeline together with proof of purchase. The foregoing is E=mz²'s only obligation and is Your sole and exclusive remedy for any defects, errors, or problems You may experience related to the Software. The above obligation will not apply if the failure of the Software to perform the functions described in the Specifications is due to: (i) use of the Software in a manner inconsistent with any of Your obligations set out in Sections 4 and 5 of this Agreement or in a manner inconsistent with the instructions, including the internet and computer specification instructions, specified by E=mz² Inc. in the E=mz² Inc. online documentation and user information applicable to the specific type and version of the Software; or (ii) a malfunction or other problem related to any hardware, network, software or communication system; or (iii) to any external causes affecting the Software, including the media upon which the Software is provided, such as accident, disaster, electrostatic discharge, fire, flood, lightning, water or wind, or correction of errors attributable to software other than the Software. This paragraph sets out Your sole remedies in respect of the Software and any breach of the warranty set out herein.

14. Limitation of Liability.

The only type of damages that can be recovered against E=mz² Inc. arising from or related to this Agreement including without limitation in relation to the provision, use, performance or non-performance of the Products, Software or any portion thereof, shall be Your direct damages, if any, and without expanding on the specific remedies set out in Section 13 above (i) in no event shall the aggregate liability of E=mz² Inc. exceed the amount paid by You for the Product(s), and/or for that portion of the Software (as the case may be) that gave rise to the claim, and (ii) E=mz² Inc. shall only be liable for damages incurred during the period of such failure, delay or nonperformance of the Product(s) or Software. E=mz² Inc. SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY PARTY CLAIMING BY OR THROUGH YOU FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SERVICE OR PRODUCT.

EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL E=mz² Inc. BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS ASSOCIATED WITH ANY APPLICATIONS USED IN CONJUNCTION WITH THE SOFTWARE, DOWNTIME COSTS, LOSS OF THE USE OF THE HANDHELD PRODUCT, OR ANY ASSOCIATED PRODUCTS, COST OF SUBSTITUTE GOODS, FACILITIES, OR SERVICES, COST OF CAPITAL, OR OTHER PECUNIARY LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY THIRD PARTY SOFTWARE, EVEN IF E=MZ² INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

E=MZ² INC. DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE OR NON-INFRINGEMENT AND ANY OTHER IMPLIED REPRESENTATION, WARRANTY OR CONDITION ARISING BY STATUTE OR CUSTOM OR USAGE OF THE PRODUCTS, SOFTWARE OR ANY PORTION THEREOF. The limited warranties set out in this Agreement gives You specific legal rights. You may also have other rights that vary by state or province. Some jurisdictions may not allow the exclusion or limitation of implied warranties and conditions. To the extent permitted by law, any implied warranties or conditions relating to the Software to the extent they cannot be excluded as set out above are limited to 90 days from the date You first accessed any portion of the Software or Products on any computer.

E=mz² INC. SHALL BE LIABLE TO YOU AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT, OR OTHERWISE TO YOU INCLUDING ANY LIABILITY FOR NEGLIGENCE OR STRICT LIABILITY. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION BY YOU INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

15. Consent to Collection of Information.

By submitting personal information to E=mz² Inc. pursuant to this Agreement, including without limitation Your name, email address and assessment data, You consent to the collection, processing, transmission and disclosure of such information by E=mz² Inc. for the purposes of E=mz²'s internal use and specifically the purposes for which such information has been requested, such as scoring and feedback and billing requirements. Any information that You provide to E=mz² Inc. may be used or disclosed by E=mz² Inc. only in accordance with E=mz²'s privacy policy, which may be viewed at www.emz2.ca. E=mz² Inc. reserves the right to modify its privacy policy from time to time in its discretion.

16. Assignment and Delegation.

E=mz² Inc. may assign this Agreement without notice to You. You shall not assign this Agreement without the prior written consent of E=mz² Inc. (such consent may be withheld or conditioned at E=mz² Inc's discretion) and any assignment without E=mz²'s prior written consent shall be null and void and of no effect. E=mz² may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors.

17. Notices.

Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, postage prepaid, certified mail, return receipt requested, and addressed to You at the billing address supplied to E=mz² Inc. by You, and addressed to E=mz² Inc., 3600 Billings Court, Suite 103, Burlington, Ontario, Canada, L7N 3N6 with a copy (which shall not constitute notice) to E=mz² Inc.'s General Counsel at the same address. In addition to the foregoing, E=mz² Inc. may, at its option, give You any notice under this Agreement by email. Notice to You by email shall be deemed to have been duly given when transmitted to an email address furnished by You to E=mz² Inc.

18. Force Majeure.

Notwithstanding any other provision of this Agreement, neither Party shall be deemed in default of this Agreement for failure to fulfill its obligations when due to causes beyond its reasonable control. This provision shall not be construed as excusing nonperformance of any obligation by either Party to make payment to the other Party under this Agreement.

19. General.

(a) **No Third Party Beneficiaries.** Except as otherwise specifically stated in this Agreement, the provisions herein are for the benefit of the Parties and not for any other person or entity.

(b) **Waivers of Default.** Waiver by either Party of any default by the other Party shall not be deemed a continuing waiver of such default or a waiver of any other default.

(c) **Survival.** The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both Parties shall so survive the completion of performance, cancellation or termination of this Agreement.

(d) **Governing Law and Dispute Resolution.** If You reside in Canada and the Software or Product is invoice, shipped or delivered to You in any format in Canada, this Agreement is to be construed under the laws of the Province of Ontario. Otherwise, this Agreement is to be construed under the laws of the State of New York, excluding any body of law governing conflicts of law. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement. Any disagreement or dispute arising out of or relating to this Agreement, or the breach thereof which the Parties are unable to resolve after good faith negotiations, shall be submitted first to the upper management level of the Parties. The Parties, through their upper management level representatives shall meet within thirty (30) days of the dispute being referred to them and if the Parties are unable to resolve such disagreement or dispute within thirty (30) days of meeting, such disagreement or dispute shall be settled by final and binding arbitration to be conducted in Ontario, Canada in accordance with the Commercial Rules of the American Arbitration Association. Each of the Parties shall appoint one arbitrator, and the two arbitrators shall jointly appoint a third arbitrator. Each Party shall bear one half of the costs associated with the arbitration proceedings. No dispute between the parties, or involving any person but You, may be jointed or combined together, without the prior written consent of E=mz² Inc. Judgment upon the award rendered by the three arbitrators may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, E=mz² Inc. has the right to institute legal or equitable proceedings in a court of law for claims or disputes regarding: (i) amounts owed by You to E=mz² Inc. in connection with Your purchase of the Products or any portion thereof or license of the Software, if applicable; and (ii) Your violation or threatened violation of Sections 4, 5, 7, 8, or 9 of this Agreement. The Parties specifically agree that, in the event that there is a dispute under this Agreement and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial.

(e) **Severability.** If a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather (unless a failure of consideration would result therefrom) the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly.

(f) **Language.** It is the express will of the Parties that this Agreement and all related documents be drawn up

in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

(g) **Inconsistency.** If there is any inconsistency between this Agreement and any software license or end user agreement provided in any portion of the Products or Software, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is any inconsistency between this Agreement and any software license or end user agreement provided in connection with any upgrades or updates to the Software, the provisions of such other license or end user agreements shall apply, to the extent of the inconsistency.

20. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set out in this Agreement. Further You acknowledge that no statements or representations made by or on behalf of E=mz² Inc. have been relied upon by You in agreeing to enter into this Agreement. The Agreement may be amended at any time upon mutual agreement by the parties. E=mz² Inc. further reserves the right to make changes to this Agreement by providing You with reasonable notice of the change by either e-mail (as contemplated by the Notice provision above) or by posting notice of the change at www.emz2.ca. If You continue to use the Software more than sixty (60) days after notice of the change has been given, You shall be deemed to have accepted this change.