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Provided that you continue to comply with the terms of this EULA, KiSP hereby grants you (i) a limited, non-exclusive and non-transferable right to install and use the Application on one Apple iPad tablet computing device, (ii) a limited, personal, non-exclusive and non-transferable right to use the Service through the Application in accordance with the Master Terms. KiSP is entitled to refuse, restrict, limit, suspend and/or interfere or interrupt the Application or any part thereof without any notice to you, in order to install a patch, revise, update, replace, repair, improve, and/or upgrade the Application, or for any other reason.

For the purposes of this EULA, “Application” includes any patches, revisions, updates, upgrades or replacements of the Application (the “Revisions”) that may be delivered to you or that you may receive. You also agree that upon the installation of any Revisions,



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You acknowledge that data charges may be incurred through your use of the Application and you agree that you are responsible for any and all such charges that may be charged to you and that KiSP shall have no liability to you whatsoever in respect of such charges.

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## **9. DAMAGES ARISING OUT OF YOUR ACTIONS**

You agree that you will defend and hold KiSP harmless from and against any and all liabilities, damages, costs, expenses or losses arising out of your misuse of the Application, your negligent or wrongful acts, your violation of any applicable laws or regulations, and/or your breach of any provision of this Agreement.

## **10. TERMINATION**

Without prejudice to any other rights, KiSP may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement or the Master Terms or for any other reason upon delivery of notice. In such event, you must destroy all copies of the Application and all of its component parts and associated documents.

## **11. MISCELLANEOUS**

To the extent that the Master Terms conflict with the terms of this EULA, the Master Terms shall prevail.

This EULA shall be construed in accordance with and governed by the laws of the province of Ontario, and the laws of Canada applicable therein.

The failure of KiSP to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. Such invalid or unenforceable provision(s) shall be replaced by (a) valid and enforceable one(s) which achieve(s) to the extent possible the original purpose of the invalid provision(s).

You agree not to transfer or assign this EULA or any of your rights under this EULA. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this EULA shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

The provisions of this EULA relating to intellectual property rights, restrictions on use, disclaimers of warranties, limitations of liability and damages arising out of your actions shall survive termination or expiration of this EULA for any reason. The section titles in this EULA are for convenience only and have no legal or contractual effect.