

## License

### SOLUTIONS A1 END USER LICENCE AGREEMENT

By downloading, installing and using Solutions A1 software you agree to the terms and conditions of the present licence and warrant that you have full authority to do so in your personal name or on behalf of a third party and that you have complete authority to bind the said party.

If you disagree with the following terms and conditions of Solutions A1 licence agreement, do not download, install, copy or access in any other manner the SOFTWARE.

#### Definitions:

- “Licence” means a contract whereby the copyright owner of a computer program, together with the other party (operator or user), defines the conditions under which the program may be used, broadcast or modified.
- “Agreement” means the present text as well as those available on Solutions A1’s web site.
- “Solutions A1” means Solutions A1 Inc., with its head office located at 455, du Marais, office # 150, Québec city, Province of Québec, Canada, G1M 3A2.
- HorodateurPro means Solutions A1’s French version of its Work Time Determination app
- “App” means a software application, especially as downloaded by a user to a mobile device such as a cell phone or tablet.
- “Metadata” means the information specific to the cellular phones, tablets and / or computers used and the files stored in the used devices including network data, IP address, MAC address, licenses used, type of equipment, model, size of hard drive or disk, CPU type, disk type, RAM memory size, system architecture, operating system types, versions, BIOS version, BIOS model, total number of scanners deployed, database size, system telemetry, device IDs, location, content, frequency products, and component update details of Solutions A1 apps, information about installed third-party products, log snippets created by Solutions A1, templates used by Solutions A1.
- “Data” means the user’s measurements of time, namely, hours worked, dates worked, dates of start and end of employment, start and end times of a work day, the geographic coordinates of the place of employment, as well as End User’s personal information proper and necessary for the adequate functioning of the App, including name, address, telephone number, social insurance number in Canada or its equivalent elsewhere in the world and salary.
- “Documentation” is all materials in printed, electronic, on Solutions A1 website or other form accompanying the Software.
- “Cloud Services” pertains to the cloud services that Solutions A1 provides to its customers. Cloud Services are subject to Solutions A1’s Cloud Terms of Service Agreement, which is posted at [www.solutionsa1.com](http://www.solutionsa1.com)
- “Risk” means the possibility or probability of loss in any form to Solutions A1’s customers, be they company owners, managers, supervisors, employees or other due to Software malfunction of any kind.
- “Software” means Solutions A1’s software program titled TimeStampPro in its English version and HorodateurPro in its French version.
- Beta software refers to computer Solutions A1’s [software](#) version that is undergoing testing and has not yet been officially released. The beta phase follows the [alpha phase](#), but precedes the final version.



- “Support” means the services offered by Solutions A1 to its customers and End Users in the use of its Software and their updates and upgrades.
- “Upgrades” means raising Solutions A1’s Software to higher standard, in particular improve by adding or replacing software (programmed) components.
- “Updates” means bringing the Software up to date, the said updates generally available for download on Solutions A1’s website
- “User or End User” means the person (s) who will download the TimeStampPro and / or HorodateurPro applications and use them in their employment for the benefit of the employer.

### **Ownership Rights**

Subject to the terms and conditions of this Agreement, Solutions A1 hereby grants its customers a non-exclusive and non-transferable right to use the Software, namely to download, install, and access the Software.

### **Support and Maintenance:**

Solutions A1’s Support and Maintenance Terms and Conditions are available, free of charge, at [www.SolutionsA1.com](http://www.SolutionsA1.com), under Support. Solutions A1 may change the Support offered at any time, effective as of the beginning of any monthly or yearly renewal period.

### **Limited Warranty and Disclaimer**

Solutions A1’s warranty is limited to the amount of money the user may have paid Solutions A1 for the monthly or yearly use of its software and at no time will it exceed thirty-six dollars (36 \$)

The Software is provided “as is” and Solutions A1 makes no representations or warranties, and disclaims all representations, warranties, and conditions, oral or written, express or implied, arising from course of performance or usage or otherwise, including, without limitation, implied warranties of quality, adequacy, title or non-infringement.

Furthermore, Solutions A1 makes no warranty, representation, or guarantee as to the software’s use or performance and does not warrant, represent, or guarantee that the operation of the software will be failsafe, uninterrupted, or free from errors or defects.

The above disclaimer is based on the fact that End Users use their computers for different purposes. therefore, only they can implement backup plans and safeguards appropriate to their needs in the event that an error in the software causes computation problems and related data losses. For these reasons, you agree to the no-liability defined above.

### **Intellectual Property**

Solutions A1 is sole proprietor of TimeStampPro and HorodateurPro:

- Therefore, Solutions A1 has no obligation to indemnify or defend End Users for claims asserted, in whole or in part, against technology or designs that you gave to Solutions A1 or programming that were made available by any other source than Solutions A1.
- Should there be a claim against Solutions A1’s technology, you must provide to Solutions A1 prompt written notice of any such claim against Solutions A1 software and your agreement to give Solutions A1 sole control over the defense and settlement of the claim as well as your full cooperation.
- Solutions A1 will not be responsible for any cost, expense, or compromise that you make or incur without Solutions A1 ’s prior written consent.
- Should any claim arise against Solutions A1 Software through you, Solutions A1 will terminate your licence by ending the Cloud Service agreement.



### **Termination**

Users may terminate their licence at any time by uninstalling the Software or end monthly or yearly payment of licence use. Solutions A1 may terminate an End User's licence in the event that End User infringes this Agreement.

### **Beta Software**

The Terms and Conditions of this Agreement apply to users who agree to test or otherwise use Solutions A1 Beta Software.

- The licencing period is defined solely by Solutions A1 principals
- Beta Software may contain errors, bugs or other problems that could cause system failures and data loss. Hence, Beta Software is provided to you "AS IS" and Solutions A1 disclaims any warranty or liability obligations to you of any kind.
- Information provided by you in using Beta Software shall be used solely for evaluation purposes, debugging, bettering, updating or upgrading of said Beta Software.
- It is the End Users' responsibility to verify for and download updated versions of Beta Software. At no time will Solutions A1 be liable for said verification and download.

### **Privacy and Collection of Personal or System Information**

a) Support or service subscription may employ applications and tools to collect personally identifiable, sensitive or other information about End Users including but not limited to said users such as name, address, email address, Social Insurance Number in Canada, telephone number payment details, users' cell phone, tablet and/or computer, stored files, network data (IP address, Mac Address etc.), licences used, hardware type, model, hard disk size, CPU type, disk type, RAM size, 32 or 64 bit architecture, operating system types, versions, locale, BIOS version, BIOS model, total scanners deployed, database size, system telemetry, device ID, IP address, location, content, Solutions A1 products installed, Solutions A1 components, processes and services information, frequency and details of update of Solutions A1 components, information about third party products installed, extracts of logs created by Solutions A1, usage patterns of Solutions A1 products and specific features, in other words, the Metadata and the Data.

b) The collection of the Metadata as well as the Data may be necessary to provide End Users with the relevant Software, Support or service subscription functionalities as ordered, to enable Solutions A1 to improve its Software, Support or service. You may be required to uninstall the Software to stop further Data collection that supports these functions.

c) By entering into this Agreement, or using the Software, Support or service End Users agree to Solutions A1's Privacy Policy as appears on Solutions A1's web site ([www.Solutions A1.com](http://www.SolutionsA1.com)) and to the collection, processing, copying, backup, storage, transfer and use of this Data by Solutions A1 in, from and to Canada.

### **Export Regulations**

You acknowledge that the Software is subject to Canada export regulations. You shall comply with applicable export laws and regulations for the jurisdiction in which the Software will be exported. You are responsible, at your own expense, for any local government permits, licences or approvals required for importing the Software.

### **Governing Law**

The Agreement and Licence shall be governed by and construed in accordance with the laws of the Province of Québec, Canada, without reference to principles of conflict of laws.



### **Confidentiality**

1. Solutions A1 hereto acknowledges that by reason of its relationship with End Users, it may have access to confidential information and materials concerning End Users' business, technology, and/or products that is confidential to the other party.
2. Solutions A1 confirms herewith that it will not use in any way for its own account or the account of any third party, such Confidential Information, except as authorized by End User, and will protect Confidential Information at least to the same extent as it protects its own Confidential Information and to the same extent that a reasonable person would protect such Confidential Information
3. By installing and using Solutions A1's Software, the user acknowledges that Solutions A1 will collect and retain the name, address, telephone number, social insurance number of the End User in Canada and its equivalent elsewhere in the world, the dates of the days worked, the dates of start and end of employment, the daily, weekly, monthly and annual working hours of the End User and the geographical coordinates of the End User's workplace such as measured by the End User's cell phone, hence the Data.
4. By terminating the use of Solutions A1 licence and/or uninstalling StampTimePro and/or HorodateurPro apps, Solutions A1 will automatically stop collecting the Data.
5. The Confidential Information restrictions will not apply to Confidential Information that:
  - is already known to the receiving party at the time of access hereunder
  - becomes publicly available through no wrongful act of the receiving party,
  - is independently developed by the receiving party without benefit of the disclosing party's Confidential Information
  - has been rightfully received from a third party not under obligation of confidentiality
  - is required to be disclosed by law, provided the party compelled to disclose the Confidential Information provides the party owning the Confidential Information with prior written notice of disclosure adequate for the owning party to take reasonable action to prevent such disclosure, where reasonably possible.

### **Company mergers or other:**

Solutions A1 may, at any time and without any approval or consent from its End Users, written or verbal, share and/or transfer the Agreement to an interested party that would become a business partner or sole proprietor of Solutions A1.

In such event, the third party will have the same obligations toward End Users as is written in the Agreement.