



# goodfinity

## Goodfinity Beta Software Agreement

Last modified: April 23, 2025

Please read the Goodfinity Beta Software Program Agreement carefully. It represents a legal agreement between you and Goodfinity regarding Goodfinity's proprietary and confidential information. Please keep in mind that you should not install beta software on production or business-critical systems. We strongly recommend that you create a backup of any information that you deem valuable.

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS GOODFINITY BETA SOFTWARE PROGRAM AGREEMENT ("AGREEMENT") CAREFULLY. BY CLICKING ON THE "AGREE" BUTTON, YOU ARE AGREEING ON YOUR OWN BEHALF OR ON BEHALF OF YOUR LEGAL ENTITY (WHETHER A COMPANY, ORGANIZATION, EDUCATIONAL INSTITUTION, OR GOVERNMENTAL AGENCY, INSTRUMENTALITY, OR DEPARTMENT) TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT CLICK THE "ACCEPT" BUTTON AND YOU WILL BE INELIGIBLE TO PARTICIPATE IN THE GOODFINITY BETA SOFTWARE PROGRAM.

Goodfinity BETA SOFTWARE AGREEMENT  
Goodfinity SOFTWARE ENGINEERING  
Goodfinity (A division of Level Up Strategies Inc.).

1. Participation in the Beta Program. The purpose of the Goodfinity Beta Software Program ("Beta Program") is to make alpha, beta, seed, and other pre-release software, pre-release services, and related documentation, materials, and information (collectively, the "Pre-Release Software") available to Beta Program participants from time to time for the purpose of providing Goodfinity with feedback on the quality and usability of the Pre-Release Software. You understand and agree that participation in the Beta Program is voluntary and does not create a legal partnership, agency, or employment relationship between You and Goodfinity, and neither You nor Goodfinity has any authority to bind the other. You understand that Your participation in the Beta Program does not obligate



Goodfinity to provide You with any Pre-Release Software. Should Goodfinity decide to provide You with Pre-Release Software, You agree to use and evaluate the Pre-Release Software diligently. Goodfinity reserves the right to modify the terms, conditions, and policies of this Beta Program at any time without notice, and to revoke Your participation in this Beta Program at any time. If Goodfinity makes changes to the terms and conditions of this Agreement, then Goodfinity will publish such revised terms and conditions on the Goodfinity website.

As used in this Agreement, “Licensee” means the person who has accepted this Agreement on their own behalf or the legal entity (whether a company, organization, educational institution, or governmental agency, instrumentality, or department) that has accepted this Agreement through its authorized representative. “Authorized End User” means Licensee’s employees and contractors, members of Licensee’s organization or, if Licensee is an educational institution, Licensee’s faculty, staff and students who are authorized by Licensee to exercise rights under this Agreement. “You” and “Your” means Licensee and any Authorized End User. For avoidance of doubt, Licensee is responsible for compliance with this Agreement by its Authorized End Users.

By participating in the Beta Program, You certify that You and Your Authorized End Users are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries) and you represent that You and Your Authorized End Users are legally permitted to join the Beta Program. If Your Authorized End Users are not of legal age, You acknowledge and agree that You have obtained the permission of the parent or legal guardian of each Authorized End User. This Agreement is void where prohibited by law and the right to become a Beta Program participant is not granted in such jurisdictions. Unless otherwise agreed or permitted by Goodfinity in writing, You cannot share or transfer any software or other materials you receive from Goodfinity in connection with being a Beta Program participant. The Goodfinity ID and password You use to login as a Beta Program participant cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of Your Goodfinity login and password and for any activity in connection with Your account.

Notwithstanding the foregoing restrictions in this Section 1, if You are the parent or legal guardian of individuals between the ages of 13 and the legal age of majority in the jurisdiction in which You reside, You may allow such individuals to share Your Goodfinity login and password for their use in connection with the Beta Program solely under Your supervision and only in accordance with this Agreement. You are responsible for such individuals’ compliance with and violations of this Agreement and any other Goodfinity agreements.



2. Access to Pre-Release Software; Beta Tools; and Additional Terms. You understand that Goodfinity may make Pre-Release Software available to Beta Program participants for download, through the Beta Program web portal, on physical media, and/or as otherwise provided through the Beta Program (e.g., by manual download of a digital image, by providing software configuration profiles, etc.). From time to time, Goodfinity, at its option, may also provide You with software or services as part of the Beta Program, including but not limited to scripts, code snippets, utilities, configuration profiles, sample code, troubleshooting applications and bug submission tools (“Beta Tools”) as part of Your participation in the Beta Program. All use of such Pre-Release Software and Beta Tools shall be pursuant to the terms and conditions of this Agreement and/or another license agreement accompanying such Pre-Release Software or Beta Tools (collectively, “Pre-Release Software” and “Beta Tools” shall be referred to as “Goodfinity Software” for purposes of this Agreement).

If the Goodfinity Software is accompanied by a separate license agreement, You agree that the license agreement accompanying such Goodfinity Software, in addition to Sections 5 and 6 of this Agreement, shall govern Your use of the Goodfinity Software. Any inconsistencies between the provisions of the license agreement accompanying the Goodfinity Software and Sections 5 and 6 of this Agreement shall be governed by this Agreement. If there is no license agreement accompanying the Goodfinity Software, Your use of the Goodfinity Software will be subject to the provisions of this Agreement.

You acknowledge and agree that You are responsible (a) for ensuring that each Authorized End User is aware of and complies with the terms and conditions of the license agreements for the Goodfinity Software, (b) for obtaining any required consents for Your Authorized End Users’ use of the Goodfinity Software and to deploy Authorized Devices as permitted hereunder, and (c) to monitor and be fully responsible for all such use of the Goodfinity Software by Your Authorized End Users. Further, Goodfinity Software may enable access to Goodfinity and third-party services and web sites (collectively and individually, “Services”). Use of these Services requires Internet access and use of certain Services may require a Goodfinity login, may require you to accept additional terms and may be subject to additional fees.

3. License Grant and Restrictions. Subject to Your compliance with this Agreement, Goodfinity hereby grants You a personal, limited license to use the Goodfinity Software on Authorized Devices (defined below) and deploy them to Authorized End Users solely for testing and evaluation purposes and only in connection with this Beta Program. For purposes of this Agreement, “Authorized Devices” means Goodfinity-branded products that are owned or controlled by Licensee, have been designated for use by Authorized End Users only, and that are eligible for use in this Beta Program. Except as otherwise permitted under Section 16, this license does not grant You the right to use the Goodfinity



Software for any other purpose, or to disclose, reproduce, distribute, modify or create derivative works of the Goodfinity Software. You agree not to decompile, reverse engineer, disassemble, decrypt, or otherwise attempt to derive the source code of any Goodfinity Software (except as and only to the extent the foregoing restrictions are prohibited by applicable law, or to the extent as may be permitted by licensing terms governing use of open-sourced components included with any such Goodfinity Software). Unless otherwise permitted under Section 16 below, You certify that the Goodfinity Software will only be used for testing and evaluation purposes in connection with the Beta Program, and will not be rented, sold, leased, sublicensed, assigned, distributed or otherwise transferred. Goodfinity retains ownership of all Goodfinity Software, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Goodfinity intellectual property.

4. Feedback; Contact from Goodfinity. As part of the Beta Program, Goodfinity may provide You and certain of Your Authorized End Users with the opportunity to submit bug reports, questionnaires, enhancement requests, issue reports and/or support information (collectively, “Feedback”) to Goodfinity. Authorized End Users who are students are not permitted to provide Feedback to Goodfinity. Goodfinity may request this information from You and non-student Authorized End Users through the Beta Tools as well as by phone, email, web questionnaires, bug forms, and other mechanisms. By agreeing to this Agreement, You agree that Goodfinity may contact You from time to time about the Beta Program, and You hereby consent to receive such communications. Except as otherwise set forth in Section 8, you agree that in the absence of a separate written agreement to the contrary, Goodfinity will be free to use any Feedback You provide for any purpose.

5. Definition of Confidential Information. You agree that the Pre-Release Software and any information concerning the Pre-Release Software (including its nature and existence, features, functionality, and screen shots), the Beta Tools, and any other information disclosed by Goodfinity to You in connection with this Agreement, including but not limited to information learned by You from Goodfinity employees, agents or through inspection of Goodfinity’s property, that relates to Goodfinity’s products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to You by Goodfinity, will be considered and referred to collectively in this Agreement as “Confidential Information.” Information that otherwise would be deemed Confidential Information but (a) is generally and legitimately available to the public through no fault or breach of Yours, (b) is generally made available to the public by Goodfinity, (c) is independently developed by You without the use of any Confidential Information, (d) was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (e) any third-party software and/or documentation provided to You by Goodfinity and accompanied by licensing terms that



do not impose confidentiality obligations on the use or disclosure of such software and/or documentation will not be considered Confidential Information under this Agreement. All Confidential Information remains the sole property of Goodfinity and You have no implied licenses or other rights in the Confidential Information not specified in this Agreement.

6. Nonuse and Nondisclosure of Confidential Information. Except as expressly permitted in this Section 6, You agree that You will not disclose, publish, or otherwise disseminate any Confidential Information to anyone other than Your Authorized End Users, or as otherwise expressly permitted or agreed to in writing by Goodfinity. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information, including preventing access to or display of the Goodfinity Software to third parties. You agree to use the Confidential Information solely for the permitted uses as set forth in this Agreement. You agree not to use Confidential Information otherwise for Your own or any third party's benefit without the prior written approval of an authorized representative of Goodfinity in each instance. You hereby acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Goodfinity that may be difficult to ascertain. Accordingly, You agree that Goodfinity will have the right to seek immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

7. Precautions for the use of Pre-Release Software. Goodfinity SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF PROVISIONING YOUR DEVICES, YOUR TESTING OR THE INSTALLATION OR USE OF PRE-RELEASE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE OR DATA OR ANY LOSS OF DATA OR INFORMATION ARISING FROM YOUR USE OF SUCH PRE-RELEASE SOFTWARE. In addition, the Pre-Release Software may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from Your platform or from Your peripherals (including, Your admin dashboard) connected thereto. Goodfinity strongly encourages You to back-up all data and information on Your computer, devices and/or any peripherals prior to Your participation in the Beta Program and before any individual seeds. The Pre-Release Software is not intended for use, and should not be used, in production or business-critical systems.

8. Consent to Collection and Use of Data.

8.1 Licensee's Obligations. Licensee agrees to comply with all applicable laws and regulations, including all applicable privacy and data collection laws and regulations with respect to any use or collection of data and information through the use of the Goodfinity Software and Licensee's deployment of Authorized Devices to its Authorized End Users.



in connection with Licensee represents and warrants that it will provide sufficient notice and disclosure of the terms of the Agreement, and obtain all necessary rights and consents, either from the Authorized End User, or where necessary, the Authorized End User's parent or legal guardian, for the use, testing and evaluation of Goodfinity Software and the direct and incidental collection of Authorized End User data that may arise, prior to deploying Authorized Devices to the Authorized End User.

8.2 Pre-Release Software for Goodfinity's platform. In order to provide, test and help Goodfinity, its partners, and third-party developers improve their products and services, and unless You opt out in the pre-release versions of Goodfinity's software, as applicable, You acknowledge that Goodfinity and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing (collectively, "Collecting") diagnostic, technical, and usage logs and information from Your Authorized Devices that are running such pre-release versions of Goodfinity's operating system software as part of this Beta Program. This information will be Collected in a form that does not personally identify the Authorized End User and may be Collected from such computers or devices at any time. The information that would be Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about hardware and operating system specifications, performance statistics, and data about how Authorized End Users use Authorized Devices, system and application software, and peripherals, and, if Location Services is enabled, certain location information. You agree that Goodfinity may share such diagnostic, technical, and usage logs and information with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Goodfinity-branded products. By installing or using pre-release versions of Goodfinity's software on Your Authorized Devices, You acknowledge and agree that Goodfinity and its subsidiaries and agents have Your permission and where necessary the permission of the parent or legal guardian of each Authorized End User to Collect all such information and use it as set forth above.

8.3 Other Pre-Release Software and Services. In order to test and improve Goodfinity's products and services, and only if You choose to install or use other Pre-Release Software or Services (excluding Goodfinity's operating system software) provided as part of the Beta Program, You acknowledge that Goodfinity and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from other Pre-Release Software or Services and from Your computer, devices, peripherals or other hardware that uses such Pre-Release Software. You should carefully review the release notes and other information disclosed to You by Goodfinity as part of the Beta Program prior to choosing whether or not to install or use any such other Pre-Release Software or Services. By installing or using such other Pre-Release Software or Services, You acknowledge and



agree that Goodfinity and its subsidiaries and agents have Your permission and where necessary the permission of the parent or legal guardian of each Authorized End User to Collect any and all such information and use it as set forth above.

8.4 System Logs and Diagnostic Files. In addition, as part of Your participation in the Beta Program, You may have the option of manually attaching and/or using Goodfinity's Beta Tools to gather detailed hardware and/or system diagnostic files (e.g., kernel logs, Goodfinity System Profile logs, hang logs, crash logs, spin logs, install logs, application logs, etc.) from Your computer and/or devices ("System Logs") to send to Goodfinity. Such System Logs may include personally identifiable information, including, without limitation, Your account name, information regarding Your contacts, and donations processed on the platform. Providing these System Logs is voluntary, but if You do provide them to Goodfinity, then You acknowledge and agree that You have obtained the necessary rights and consents to provide such information to Goodfinity and that Goodfinity may use them for Goodfinity's diagnostic purposes and to improve the Beta Program and Goodfinity's products and services.

8.5 Privacy Policy. At all times your information will be treated in accordance with Goodfinity's Privacy Policy that can be viewed at: [www.goodfinity.ca/terms-conditions](http://www.goodfinity.ca/terms-conditions)

9. No Support and Maintenance; Future Products. During Your participation in the Beta Program or in a particular seed, Goodfinity is not obligated to provide You with any maintenance, technical or other support for the Goodfinity Software. If, at Goodfinity's option, such support is provided, it will be provided in addition to Your normal warranty coverage for Your device or computer, as applicable, and will be available exclusively through the Beta Program while You are a participant for the applicable seed. You agree to abide by any support rules and policies that Goodfinity provides to You in order to receive such support. You acknowledge that Goodfinity has no express or implied obligation to announce or make available a commercial version of the Pre-Release Software to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Pre-Release Software licensed hereunder.

10. Discussion Forums. As part of the Beta Program, You may have the ability to participate in discussion forums provided by Goodfinity about the Pre-Release Software and other Confidential Information that Goodfinity may make available to You. For purposes of such discussion forums, Goodfinity is providing a limited exception to Section 6 by allowing You to discuss certain Goodfinity Confidential Information received by You



a particular seed with other seed participants who are in the same seed as You in the Goodfinity designated discussion forum for such seed, and only within this discussion forum. Except for the limited purpose of discussions with other seed participants within such forums, You acknowledge and agree that this Agreement does not grant You the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate any Goodfinity Confidential Information.

11. Indemnification. To the extent permitted by applicable law, Licensee agrees to indemnify, defend and hold harmless Goodfinity, and upon Goodfinity's request, defend Goodfinity, its directors, officers, employees, independent contractors and agents (each an "Goodfinity Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys fees and court costs, (collectively "Losses") incurred by an Goodfinity Indemnified Party and arising from or related to Licensee's or its Authorized End User's breach of any certification, covenant, obligation, representation or warranty in this Agreement.

Licensee acknowledges that the Goodfinity Software is not intended for use in situations in which errors or inaccuracies in the content, functionality, services, data or information provided by the Goodfinity Software or the failure of the Goodfinity Software could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by law, Licensee hereby agrees to indemnify, defend and hold harmless each Goodfinity Indemnified Party from any Losses incurred by such Goodfinity Indemnified Party by reason of any such use by Licensee or its Authorized End Users.

In no event may Licensee enter into any settlement or like agreement with a third party that affects Goodfinity's rights or binds Goodfinity in any way, without the prior written consent of Goodfinity.

12. No Warranty. The Goodfinity Software provided hereunder may be designated as alpha, beta, development, pre-release, untested, or not fully tested versions. The Goodfinity Software may be incomplete and may contain errors or inaccuracies that could cause failures, corruption and/or loss of data or information. You expressly acknowledge and agree that, to the extent permitted by applicable law, all use of the Goodfinity Software is at Your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. Goodfinity IS PROVIDING ALL CONFIDENTIAL INFORMATION, INCLUDING THE PRE-RELEASE SOFTWARE AND BETA TOOLS, TO YOU SOLELY ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that Goodfinity has not



publicly announced the availability of the Pre-Release Software, that Goodfinity has not promised or guaranteed to You that such Pre-Release Software will be announced or made available to anyone in the future, and that Goodfinity has no express or implied obligation to You to announce or introduce the Pre-Release Software or any similar or compatible product, or to continue to offer or support the Pre-Release Software in the future.

13. **Disclaimer of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH TESTING, INSTALLATION, OR USE OF THE PRE-RELEASE SOFTWARE AND BETA TOOLS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CARRIER BILLS, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF THE PRE-RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA, AND IN NO EVENT WILL GOODFINITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LIABILITY THAT STEMS FROM ANY USE OF THE PRE-RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR ANY PERIPHERALS CONNECTED THERETO, AND/OR FROM ANY OTHER CONFIDENTIAL INFORMATION, AND/OR GOODFINITY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF GOODFINITY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GOODFINITY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. **Term and Termination.** This Agreement will continue in effect until terminated in accordance with this Section 14. You may terminate this Agreement or an individual seeding project at any time, for any reason, but only by returning or destroying any and all Confidential Information that is in Your possession or control (including, without limitation, any Pre-Release Software); provided however that if You are unable to purge certain Pre-Release Software from Your computer and/or devices, then You agree that You will not use such device (or any Pre-Release Software loaded thereon) unless or until Goodfinity makes available a commercial version of the Pre-Release Software available. At Goodfinity's request, You agree to provide certification of Your compliance with the foregoing requirements upon any termination. Goodfinity may terminate this Agreement or an individual seeding project at any time, with or without cause, immediately upon written notice to You, and may terminate this Agreement immediately for any breach of the confidentiality provisions set forth herein. Within seven (7) days of Your receipt of



Goodfinity's termination notice, or earlier if requested by Goodfinity, You will return, cease all use of, and/or destroy the Pre-Release Software and all other Confidential Information as provided in this Section. Following termination of this Agreement or an individual seeding project for any reason, the restrictions of Section 3, 4-8, the last two sentences of Section 9, and 11-20, inclusive, will continue to bind the parties. The term of your license to use the Goodfinity Software granted under Section 3 of this Agreement shall commence upon your logging into the admin portal or installation or use of the Goodfinity Software (whichever comes first) and will terminate automatically without notice from Goodfinity upon the earlier of (a) the next commercial release of the Goodfinity Software, (b) the termination of the individual seeding project under which you obtained the Goodfinity Software, (c) the termination of this Agreement, or (d) the date specified in the separate license accompanying the Goodfinity Software (if any).

15. No Export. You agree that You will not export or re-export any of the Pre-Release Software or Confidential Information received from Goodfinity except as authorized by Canadian law and the laws of the jurisdiction in which the Goodfinity Software was obtained. By using the Goodfinity Software, You also agree that You will not use the Goodfinity Software for any purposes prohibited by Canadian law. You certify that this Goodfinity Software will only be used for evaluation and testing purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, You certify that You will not transfer or export any product, process or service that is a direct product of this Goodfinity Software.

16. Third-Party Software & Information. Portions of the Goodfinity Software may include third-party software and other copyrighted material. Acknowledgements, licensing terms, and disclaimers for such material are contained in the electronic documentation for the Goodfinity Software, and Your use of such material is governed by such respective terms. Mention of third parties and third-party products in any materials, advertising, promotions or coupons provided to Beta Program participants is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third-party product specifications and descriptions are supplied by the respective vendor or supplier, and Goodfinity shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

17. No Waiver or Assignment. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Goodfinity, and no single waiver will constitute a continuing or subsequent waiver. This Agreement may not be assigned by You in whole or in part. Any contrary assignment shall be null and void.



18. **Governing Law.** Any litigation or dispute resolution between You and Goodfinity arising out of or relating to this Agreement, the Goodfinity Software, or Your relationship with Goodfinity will take place in the Central Okanagan region of British Columbia Canada, and You and Goodfinity hereby consent to the personal jurisdiction of and exclusive venue in the provincial and federal courts within that District with respect to any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the Canada and the province of British Columbia.

19. **Severability; Complete Understanding.** If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement, including any appendices made effective pursuant to this Agreement and any additional licenses accompanying the Goodfinity Software, constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. Except to the extent provided under Section 2 above, any inconsistencies between this Agreement and any license agreement accompanying the Goodfinity Software will be governed by the license agreement accompanying the Goodfinity Software. Except as expressly set forth herein, any waiver or amendment of any provision of this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern, to the extent not prohibited by local law in Your jurisdiction.