

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, as may be updated from time to time in accordance with the terms set out herein, (the "Agreement") between Computer Methods International Corp., an Ontario Corporation, ("Licensor" herein and "CMiC" on the Sales Order (as defined below)) and Licensee (as defined below) contains the terms and conditions upon which Licensor grants to Licensee a limited term license to use the Products (as defined below) that are part of the **CMiC Cloud Software System** (the "Program"). Please read this Agreement carefully as it governs the Sales Order.

SECTION 1: DEFINITIONS

1.1. The following definitions shall apply to this Agreement:

- (a) **"Collaboration User"** means an individual, other than an individual employed by Licensee or by an affiliate of Licensee, that is authorized by Licensee to access and use Collaboration Management under the terms of this Agreement. A Collaboration User does not count as a Named User provided that he or she only has access to Collaboration Management. For greater certainty: i) an employee of Licensee or of an affiliate of Licensee cannot directly or indirectly be a Collaboration User; and ii) only Collaboration Users can access Collaboration Management.
- (b) **"Employee"** means an individual employed by Licensee or by an affiliate of Licensee and authorized by Licensee to use the Products applicable to Employees (as listed on the Sales Order) under the terms of this Agreement, regardless of whether the individual is actively using the Products at any given time.
- (c) **"Licensee"** means the company or other legal entity identified as "Customer" on the Sales Order that is entering into this Agreement and the Sales Order and is licensing the Products; Licensee includes affiliates of that company or entity. If someone enters into this Agreement in his own name, but is doing so within the scope of his employment or in connection with his engagement as an independent contractor, then the term "Licensee" herein and the term "Customer" on the Sales Order include the person's employer or principal contractor, as applicable.
- (d) **"Named User"** means an individual employed by Licensee or by an affiliate of Licensee and authorized by Licensee to use the Products applicable to Named Users (as listed on the Sales Order) under the terms of this Agreement, regardless of whether the individual is actively using the Products at any given time.
- (e) **"Products"** means the products identified on the Sales Order under the heading "Description" for which a quantity is stated. The Products are part of the overall Program.
- (f) **"Sales Order"** means the ordering document entered into between Licensee and Licensor or any of Licensor's affiliates that specifies what is being licensed hereunder and includes any addenda and supplements thereto. The Sales Order is governed by this Agreement. By entering into the Sales Order hereunder, Licensee agrees to be bound by the terms of this Agreement as a party hereto. Further, by entering into the Sales Order hereunder, an affiliate of Licensee agrees to be bound by the terms of this Agreement as if it were an original party hereto. This Agreement governs the Sales Order and the Sales Order is hereby incorporated into and forms part of this Agreement. Any capitalized terms used in the Sales Order that are not otherwise defined in the Sales Order shall have the meaning given to them in this Agreement.

SECTION 2: LICENSE GRANT

- 2.1. Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, limited license (without the right to grant sub-licenses) to utilize the Products during the Term and during any Renewal Terms (each as defined below) in the quantities specified for each Product on the Sales Order, subject to the terms and conditions of this Agreement and the Sales Order.

SECTION 3: LIMITED USE; PROPRIETARY RIGHTS

- 3.1. This Agreement conveys to Licensee a non-exclusive, non-transferable, limited license (without the right to grant sub-licenses) to utilize the Products during the Term and during any Renewal Terms in the quantities specified for each Product on the Sales Order. Except for the limited license granted herein, Licensee does not receive and shall not assert any right, title, or interest in or to the Products or the Program.
- 3.2. Licensor claims and reserves to itself and its licensors all rights and benefits in the Products and the Program afforded under applicable US, Canadian and international copyright laws and conventions.
- 3.3. Licensee shall devote its best efforts, consistent with the practices and procedures with which a reasonable corporation protects its most valuable proprietary information and materials, to protect the Products and the Program and any other confidential information of Licensor against any unauthorized or unlawful use or release.

SECTION 4: TERM OF AGREEMENT; UPDATES TO THE AGREEMENT; RENEWAL/TERMINATION; FEES/PAYMENT; SUSPENSION; NO REFUNDS

- 4.1. This Agreement commences on the "Term Start Date" identified on the Sales Order and continues until the "Term End Date" identified on the Sales Order (the "Term"). This Agreement may be renewed as outlined below.
- 4.2. This Agreement may be updated from time to time by Licensor. When Licensor sends Licensee an invoice for a Renewal Term in accordance with Section 4.3, below, Licensor shall include a link to the updated version of this Agreement, which may or may not be different from the version of this Agreement in effect for the then expiring Term or Renewal Term, as the case may be. Licensee's renewal in accordance with Section 4.3, below, shall be deemed as acceptance by Licensee that it is bound by the updated version of this Agreement and Licensee agrees that for each Renewal Term, the Sales Order and Licensee's continued licensing of the Products will be governed by the updated version of this Agreement. At all times, the term "Agreement" herein shall refer to the version of this Agreement then applicable to Licensee. For greater certainty, Licensee shall not be made subject to any updated version of this Agreement during the course of a Term or during the course of a Renewal Term; rather, updated versions of this Agreement only come into effect for each new Renewal Term.
- 4.3. Approximately thirty (30) days prior to the end of the Term and each Renewal Term, if any, Licensor shall send Licensee an invoice together with a link to the most updated version of this Agreement. If the invoice is paid, such payment will act to renew this Agreement, as updated, for an additional term (each, a "Renewal Term"). Unless otherwise agreed to by the parties, the length of the Renewal Term shall be equal to the length of the expiring Term or Renewal Term (as the case may be). The invoice shall set out the license fee for the next Renewal Term, which may be greater than, less than, or equal to the license fee of the expiring Term or Renewal Term (as the case may be). The same Products in the same quantities that are being licensed by Licensee at the end of the expiring Term or Renewal Term (as the case may be) shall continue to apply to the next Renewal Term unless Licensee requests a change in writing. If Licensee pays Licensor the license fee set out in the invoice prior to the last day of the expiring Term or Renewal Term (as the case may be), this Agreement, as updated, shall be considered to be renewed for the next Renewal Term. If Licensee does not pay Licensor the license fee set out in the invoice prior to the last day of the expiring Term or Renewal Term (as the case may be), Licensee's access to the Products shall be turned off following the last day of the expiring Term or Renewal Term (as the case may be) and this Agreement and the Sales Order shall be deemed to be terminated. Notwithstanding any of the foregoing, if Licensee's access to the Products is shut off due to non-renewal and Licensee subsequently decides it wishes to continue with the Agreement, upon Licensee's payment to Licensor of the license fee for the Renewal Term, Licensor shall restore Licensee's access to the Products and this Agreement, as updated, and the Sales Order shall be re-instated with the date of access restoration being considered the first day of that Renewal Term. If Licensee renews this Agreement, as updated, for one (1) or more Renewal Terms, the Sales Order shall also be deemed to be renewed for the Renewal Terms with, unless otherwise stated herein or elsewhere in writing, the same terms and conditions outlined in the Sales Order.

continuing to apply during the Renewal Terms. If this Agreement is terminated, the Sales Order shall be deemed terminated, as well.

- 4.4. The fees that Licensee must pay to Licensor for licensing the Products from Licensor during the Term in the quantities stated on the Sales Order are as set out on the Sales Order. Other payment terms are also found on the Sales Order.
- 4.5. If Licensee fails to comply with any provision of this Agreement or the Sales Order, including, but not limited to, failure to pay any fees, Licensor shall notify Licensee of the failure in writing and if Licensee does not cure such failure within thirty (30) days of receiving the notice, Licensor may, at its option, suspend Licensee's access to the Products or terminate this Agreement and the Sales Order. Licensee shall not receive any refund or other payment if access to the Products is suspended hereunder or if this Agreement and the Sales Order are terminated pursuant to this Section 4.5. If Licensor suspends Licensee's access to the Products pursuant to this Section 4.5 during the Term or during a Renewal Term (as the case may be) and Licensee subsequently cures the failure(s) during the Term or during that Renewal Term (as the case may be), Licensor shall reinstate Licensee's access to the Products, but the Term or Renewal Term (as the case may be) shall not be extended. Unless otherwise agreed to in writing between the parties hereto, if the Term or Renewal Term (as the case may be) expires during a time while Licensee's access to the Products is suspended, this Agreement and the Sales Order shall be deemed to be terminated at the end of the Term or Renewal Term (as the case may be).
- 4.6. Under no circumstances shall any amounts paid by Licensee to Licensor pursuant to this Agreement and/or the Sales Order be refunded to Licensee.
- 4.7. Sections 3.2, 3.3, 6, 7, 10, 11, and 12 shall survive termination or expiration of this Agreement and shall remain binding upon the parties hereto in perpetuity.

SECTION 5: IMPLEMENTATION GUIDE

- 5.1. Licensee acknowledges that it has reviewed the Implementation Guide found at the following link: <https://cmiccloud.com/legal/implementationguide.pdf> (the "Implementation Guide"). Licensee understands and agrees that it is its responsibility to implement the Products and acknowledges that Licensor has recommended that the implementation is conducted in accordance with the steps outlined in the Implementation Guide.

SECTION 6: NO WARRANTIES; LIMITATION OF LIABILITY

- 6.1. LICENSOR DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND THE PROGRAM AND ANY OTHER DATA, INFORMATION, OR OTHER MATERIAL FURNISHED TO LICENSEE HEREUNDER, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS RELATED TO THE CONDITION THEREOF, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 6.2. In no event shall Licensor be liable to Licensee or any third party for: claims for any loss of profits, business interruption, or loss of business information; any incidental, special, exemplary, or consequential damages; any other types of damages; or any claims or demands brought against Licensee, even if Licensor has been advised of the possibility of any of the foregoing claims/damages. If for any reason Licensor is liable to Licensee or any third party for any of the foregoing or for any other type of damages, the parties hereto agree that, irrespective of the nature of the cause of action underlying any claims, demands or actions and even in the event of the negligence of Licensor, Licensor shall not be liable for a total amount that is more than the amount that has been paid by Licensee to Licensor for the licensing of the Products in the twelve (12) months prior to any claim, demand, or action.

SECTION 7: CONFIDENTIALITY

- 7.1. Except for disclosure to responsible employees and professional advisors on a confidential and as-necessary basis in order to fulfill the purpose of this Agreement, Licensee shall not disclose to any of its employees or to any third party any of Licensor's proprietary/confidential information, including, without limitation, the Products and the Program.

SECTION 8: IMPLEMENTATION SERVICES AND PROJECT MANAGEMENT SERVICES

- 8.1. Licensee acknowledges that it may require certain implementation-related services with respect to the Products including, but not limited to, implementation services, training services, and consulting services (collectively, the "Implementation Services"). In addition, Licensee acknowledges that it may require project management services with respect to the Products ("Project Management Services").
- 8.2. Licensor agrees to provide Licensee with Implementation Services and Project Management Services for a fee on the condition that Licensee enters into a work order with Licensor for the provision of such Implementation Services and/or Project Management Services. The rates for the Implementation Services and Project Management Services provided during the Term are as set out in the Sales Order. The rates for Implementation Services and Project Management Services may increase for each Renewal Term. Payment terms for the fees for Implementation Services and Project Management Services shall be as set out in the applicable work orders. All work orders for Implementation Services and Project Management Services will be governed by the terms and conditions set out in this Agreement and in the Sales Order.
- 8.3. If Licensee fails to pay for any of the Implementation Services or Project Management Services in accordance with the terms of the applicable work order, Licensor may, at its option, after providing Licensee with thirty (30) days written notice to cure, suspend Licensee's access to the Products until the required payment is made or terminate this Agreement and the Sales Order. Licensee shall not receive any refund or other payment if access to the Products is suspended hereunder or if this Agreement and the Sales Order are terminated pursuant to this Section 8.3. If Licensor suspends Licensee's access to the Products pursuant to this Section 8.3 during the Term or during a Renewal Term (as the case may be) and Licensee subsequently makes the outstanding payments during the Term or during that Renewal Term (as the case may be), Licensor shall re-instate Licensee's access to the Products, but the Term or Renewal Term (as the case may be) shall not be extended. Unless otherwise agreed to in writing between the parties hereto, if the Term or Renewal Term (as the case may be) expires during a time while Licensee's access to the Products is suspended, this Agreement and the Sales Order shall be deemed to be terminated at the end of the Term or Renewal Term (as the case may be).

SECTION 9: SERVICE LEVELS

- 9.1. For the purposes of this Section 9, the following definitions apply:
 - (a) **"Downtime"** means periods of time that Licensee cannot access the Products, but does not include Permitted Downtime (as defined below). Downtime is calculated as set out in Section 9.3, below.
 - (b) **"Permitted Downtime"** means periods of time that Licensee cannot access the Products due to:
 - (i) Planned service and maintenance about which Licensee has been notified in advance;
 - (ii) Circumstances outside of Licensor's area of responsibility, such as failure of communications or other products or services from third parties;
 - (iii) Any circumstances for which Licensee has responsibility or control or any actions or inactions of Licensee;

- (iv) Virus or other attack on security, any circumstance referred to as force majeure, or any other factors outside of Licensor's control;
 - (v) Interruption from the Internet provider;
 - (vi) Application errors; and
 - (vii) Suspension of access to the Products pursuant to Section 4.5 or Section 8.3, above.
- (c) **"Uptime"** means, collectively, periods of time that Licensee can access the Products and periods of Permitted Downtime. "Uptime percentage" is the percentage of time during a month that Licensee experiences Uptime. Uptime percentage is calculated as set out in Section 9.4, below.

9.2. Licensee is responsible for reporting to Licensor using agreed upon channels that it cannot access the Products.

9.3. If a period of time during which Licensee cannot access the Products meets the definition of "Downtime", above, for the purposes of calculating Uptime percentage such Downtime will be considered to have begun at the moment in time that Licensee notifies Licensor that it cannot access the Products and to have ended at the moment in time that access to the Products has been restored as determined by Licensor. Notwithstanding the definition of Downtime, if Licensee's access to the Products is restored prior to the time that Licensee notifies Licensor that it cannot access the Products, that period of time during which Licensee could not access the Products shall not be considered Downtime for the purposes of calculating Uptime percentage. The length of time of a Downtime event is calculated in accordance with this Section 9.3.

9.4. Uptime percentage in a given month during the Term or a given month during a Renewal Term is determined by i) subtracting the number of minutes of Downtime during the month from the total number of minutes during the month; ii) dividing that resulting number by the total number of minutes during the month; and iii) multiplying that resulting number by 100. For example, if a given month has 44,640 minutes and there is 120 minutes of Downtime during that month, Uptime percentage during that month would be calculated as follows:

$$((44,640-120)/44,640)*100 = 99.73\%$$

9.5. Licensor may provide Licensee with certain credits based on Uptime percentage as follows:

- (a) If Licensee has Uptime percentage of between 99.0% - 99.95% during a given month during the Term or during a given month during a Renewal Term, Licensee shall be eligible to receive (subject to meeting all the criteria of this Section 9) a credit equal to 10% of the monthly equivalent of the license fee for the given month.
- (b) If Licensee has Uptime percentage of less than 99.0% during a given month during the Term or during a given month during a Renewal Term, Licensee shall be eligible to receive (subject to meeting all the criteria of this Section 9) a credit equal to 30% of the monthly equivalent of the license fee for the given month.

There is no credit if there is Uptime percentage of between 99.95% - 100% during a given month during the Term or during a given month during a Renewal Term.

For greater certainty, there is no credit or any other form of compensation for Permitted Downtime.

9.6. In order to be eligible to receive a credit for a given month, Licensee must notify Licensor of its request for a credit in writing within ten (10) days of the end of that month. The notification must include the date, time, and duration of the Downtime that led to the request for a credit. Licensor will review the request within thirty (30) days of receipt and then inform Licensee whether the request is accepted or rejected.

9.7. Any credits will be applied to the license fee payment due from Licensee to Licensor for the next Renewal Term.

9.8. The credits discussed in this Section 9 are Licensee's sole and exclusive remedy for Downtime.

SECTION 10: NON-SOLICITATION

10.1. Licensee recognizes that any attempt on its part to induce an employee of Licensor to leave Licensor's employ, or any effort by Licensee to interfere with Licensor's relationship with Licensor's employees, would be harmful and damaging to Licensor. As such, Licensee agrees that so long as this Agreement is in effect and for a period of one (1) year following the termination or expiration of this Agreement for any reason, Licensee will not in any way directly or indirectly:

- (a) induce or attempt to induce any employee of Licensor to quit employment with Licensor;
- (b) otherwise interfere with or disrupt Licensor's relationship with any of its employees;
- (c) discuss employment opportunities with or provide information about competitive employment to any of Licensor's employees; or
- (d) solicit, entice, or hire any employee of Licensor during such time that the employee is an employee of Licensor and for a period of one (1) year following the termination for any reason of the employee's employment with Licensor.

SECTION 11: NOTICES

11.1. Any notice due or to be given hereunder to Licensor shall be by e-mail to an e-mail address provided by Licensor to Licensee or in writing by U.S. or Canadian mail or commercial delivery service such as Federal Express and delivered to Licensor at 4850 Keele Street, Toronto, Ontario, Canada, M3J 3K1.

11.2. Any notice due or to be given hereunder to Licensee shall be by e-mail to the e-mail address for Licensee set forth on the Sales Order or in writing by U.S. or Canadian mail or commercial delivery service such as Federal Express and delivered to Licensee at the address set forth on the Sales Order.

SECTION 12: MISCELLANEOUS

12.1. The obligations of this Agreement and the Sales Order are personal to Licensee. Licensee may not assign or transfer its rights or obligations under this Agreement or the Sales Order without the prior written consent of Licensor.

12.2. This Agreement and the Sales Order shall be governed in accordance with the laws of the Province of Ontario. Any dispute arising out of this Agreement or the Sales Order shall be finally and exclusively settled in the Toronto courts located in Ontario, Canada.

12.3. Licensee is responsible for ensuring its compliance with all privacy legislation and regulations that apply to it, including, but not limited to, legislation that sets out how personal data is to be stored, protected, etc.

12.4. This Agreement, the Sales Order, and any other documents referenced herein or therein constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter of this Agreement and the Sales Order and supersede any prior understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and the Sales Order. There are no representations, agreements, arrangements, understandings, or otherwise, written or oral, between or among the parties hereto, with respect to the subject matter of this Agreement and the Sales Order, other than as expressly set out in this Agreement, the Sales Order, or any other documents referenced herein or therein.

12.5. Other than with respect to updates to this Agreement as set out in Section 4, above, this Agreement, the Sales Order, and any other documents referenced herein or therein may only be amended by a writing executed by both of the parties hereto.

- 12.6. This Agreement and the Sales Order will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 12.7. The use of the singular in this Agreement and in the Sales Order includes the plural and vice versa; the use of the neuter includes the masculine and the feminine.
- 12.8. The headings in this Agreement have been inserted for convenience only and are not to affect the interpretation of this Agreement.
- 12.9. Notwithstanding anything herein to the contrary, nothing in this Agreement or in the Sales Order shall be deemed or construed to confer any rights of third-party beneficiary on any person.
- 12.10. Anyone entering into this Agreement and the Sales Order on behalf of a company, within the scope of employment, or in connection with an engagement as an independent contractor hereby represents and warrants to Licensor that he is authorized to enter into this Agreement and the Sales Order on the company's, his employer's, or his principal contractor's behalf, as applicable.