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") is between Computer Methods International Corp., an Ontario Corporation, ("CMiC" herein and on the Sales Order (as defined below)) and Customer (as defined below) (each, a "party" and collectively, the "parties") and contains the terms and conditions upon which CMiC grants to Customer the right to access and use the Products (as defined below).

SECTION 1: DEFINITIONS

1.1. The following definitions shall apply to this Agreement:

(a) "**Affiliate**" means any entity for which Customer owns or controls fifty (50%) percent or more of the voting interests of such entity.

(b) "**Collaboration User**" means an individual, other than an individual employed by Customer or by an Affiliate, that is authorized by Customer to access and use Collaboration Management under the terms of this Agreement and the Sales Order. A Collaboration User does not count as a Named User or Employee provided that he or she only has access to Collaboration Management. For greater certainty: (i) an employee of Customer or of an Affiliate cannot directly or indirectly be a Collaboration User; and (ii) only Collaboration Users can access and use Collaboration Management.

(c) "**Customer**" 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 obtaining a right to access and use the Products.

(d) "**Customer Data**" means any content, information, or data (i) owned by or licensed to Customer and uploaded to the Products for purposes solely related to use of the Products by a Named User, Employee, or Collaboration User that has the right and authority to upload such content, information, or data to the Products; or (ii) generated by the Products for Customer from Customer's use of the Products in accordance with the terms of this Agreement and the Sales Order.

(e) "**Employee**" means an individual employed by Customer or by an Affiliate and authorized by Customer to access and use the Products applicable to Employees (as listed on the Sales Order), regardless of whether the individual is actively accessing and using the Products at any given time.

(f) "**Named User**" means an individual employed by Customer or by an Affiliate and authorized by Customer to access and use the Products applicable to Named Users (as listed on the Sales Order), regardless of whether the individual is actively accessing and using the Products at any given time.

(g) "**Products**" means the products being subscribed to by Customer as set forth on the Sales Order and any modifications, programming, Customer requested customizations, and upgrades with respect thereto.

(h) "**Sales Order**" means the ordering document entered into between Customer and CMiC, and any appendices and supplements thereto, that specifies what is being subscribed to by Customer, certain services that may be provided by CMiC (with or without an additional fee), and certain other terms. The Sales Order is governed by this Agreement and is hereby incorporated into and forms part of this Agreement. By entering into the Sales Order, Customer agrees to be bound by the terms of this Agreement as a party hereto. 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: SUBSCRIPTION

2.1. CMiC hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use 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. Customer may only access and use the Products for its internal business purposes.

2.2. Customer may allow Affiliates to access and use the Products, provided that the following shall apply: (i) Affiliates' and Affiliates' Named Users' and Employees' use of the Products must be in accordance with the terms and conditions of this Agreement and the Sales Order; (ii) Customer is responsible for the actions and omissions of Affiliates and of Affiliates' Named Users and Employees and for ensuring that Affiliates' and Affiliates' Named Users' and Employees' use of the Products is in accordance with the terms and conditions of this Agreement and the Sales Order; (iii) CMiC shall have no obligations or liabilities whatsoever to Affiliates or to Affiliates' Named Users and Employees; and (iv) Customer's and Affiliates' cumulative usage of each Product cannot exceed the quantities specified for each Product on the Sales Order.

SECTION 3: RESPONSIBILITIES; LIMITATIONS

3.1. CMiC shall provide Customer with access to the Products through a third party hosting services provider. For greater certainty, as Customer is receiving a subscription to the Products, CMiC shall not be delivering copies of the Products to Customer.

3.2. CMiC shall maintain industry standard security measures to protect Customer Data against unauthorized access and disclosure.

3.3. Customer is solely responsible for: (i) ensuring that it has sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary to access and use the Products; (ii) ensuring that Named Users, Employees, and Collaboration Users comply with this Agreement and the Sales Order; (iii) maintaining the distribution and security of any user identification and/or passwords necessary to access and use the Products; and (iv) the selection of the Products to achieve its intended results and for the use of and the results obtained from the use of the Products.

3.4. Customer will notify CMiC immediately upon becoming aware of any unauthorized access to or use of the Products.

3.5. Customer shall not, and shall not permit Affiliates, Named Users, Employees, Collaboration Users, or any other third party to, (i) sell, resell, license, sublicense, distribute, rent, lease, or otherwise make available the Products to any third party (other than as specifically provided for herein); (ii) copy, modify, disassemble, decompile, or reverse engineer the Products; (iii) share user identification or passwords with unauthorized persons or permit the Products to be accessed and used by any unauthorized persons; (iv) access and use the Products in any way not expressly provided for in this Agreement and/or in the Sales Order; (v) access or use the Products, directly or indirectly, in a way that circumvents any usage limit; or (vi) upload any content, information, or data to the Products that infringes a third party's intellectual property rights, that is unlawful, or that may be considered to be offensive, defamatory, or obscene.

SECTION 4: PROPRIETARY RIGHTS

4.1. The Products and associated documentation are, and at all times continue to remain, the property of CMiC, and Customer forever disclaims any rights of ownership therein, including, without limitation, any intellectual property rights. Except for the limited rights granted herein, Customer does not receive and shall not assert any right, title, or interest in or to the Products and associated documentation.

4.2. CMiC claims and reserves to itself and its licensors all rights and benefits in the Products and associated documentation afforded under applicable US, Canadian, and international copyright laws and conventions.

4.3. Customer Data at all times remains the sole property of Customer. Customer hereby grants to CMiC a worldwide, non-exclusive, non-transferable, sublicensable, royalty-free license to host, store, process, copy, transmit, display, and otherwise use Customer Data during the Term and during any Renewal Terms in order for CMiC to provide Customer with access to and use of the Products and to otherwise fulfill its obligations under this Agreement and/or the Sales Order. Customer represents and warrants to CMiC that it has the right to provide the foregoing license to CMiC. Other than as specifically set forth herein, CMiC has not acquired any right, title, or interest in any Customer Data.

4.4. Customer grants to CMiC a worldwide, perpetual, irrevocable, royalty-free license to use and/or incorporate into the Products or into any other products any suggestions, recommendations, or other feedback provided by Customer, including, without limitation, by any Named Users, Employees, or Collaboration Users, to CMiC, whether orally or in writing.

4.5. Notwithstanding anything else set forth in this Agreement and/or the Sales Order, CMiC may monitor Customer's access to and use of the Products in order to create and compile aggregated data and/or statistics ("Usage Data") provided that such Usage Data will not enable Customer or any Named User, Employee, or Collaboration User to be identified. CMiC may use Usage Data for any purpose it deems necessary or desirable. Usage Data is, and at all times continues to remain, the property of CMiC and Customer forever disclaims any rights of ownership therein, including, without limitation, any intellectual property rights. Customer does not receive and shall not assert any right, title, or interest in or to Usage Data.

SECTION 5: TERM OF AGREEMENT; UPDATES TO THIS AGREEMENT; RENEWAL/TERMINATION; FEES/PAYMENT; SUSPENSION; NO REFUNDS

5.1. 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.

5.2. This Agreement may be updated from time to time by CMiC. When CMiC sends Customer an invoice for a Renewal Term in accordance with Section 5.3, below, CMiC 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. Customer's renewal in accordance with Section 5.3, below, shall be deemed as acceptance by Customer that it is bound by the updated version of this Agreement and Customer agrees that for each Renewal Term, the Sales Order and Customer's continued access to and use 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 Customer. For greater certainty, Customer 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.

5.3. Approximately thirty (30) days prior to the end of the Term and each Renewal Term, if any, CMiC shall send Customer an invoice for the next Renewal Term 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"). The length of each Renewal Term shall be one (1) year. The invoice shall set out the subscription fee for the next Renewal Term. The same Products in the same quantities that are being subscribed to by Customer 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 Customer requests a change in writing. If Customer pays CMiC the subscription 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 Customer does not pay CMiC the subscription fee set out in the invoice prior to the last day of the expiring Term or Renewal Term (as the case may be), Customer'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 shall be deemed to be terminated. If Customer 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.

5.4. If this Agreement is terminated or expires for any reason whatsoever, the Sales Order shall be deemed terminated/expired, as well, and Customer's access to the Products shall be terminated.

5.5. Fees for the subscription to the Products are due annually in advance for each year during the Term and for each year during each Renewal Term and Customer will be invoiced accordingly. In addition, there may be fees for certain services provided to Customer as set forth in the Sales Order and in Section 8, below. Invoices are due upon receipt and Customer shall pay to CMiC the fees set forth in all invoices issued to Customer. All amounts invoiced to Customer are in United States Dollars and are payable in United States Dollars. Other fees and payment terms are also found on the Sales Order.

5.6. If Customer breaches any term of this Agreement or the Sales Order, including, but not limited to, breach of any payment obligations, CMiC may, at its option, after providing Customer with thirty (30) days written notice to cure, suspend Customer's access to the Products or terminate this Agreement and the Sales Order. Customer shall not receive any refund or other payment if access to the Products is suspended pursuant to this Section 5.6 or if this Agreement and the Sales Order are terminated pursuant to this Section 5.6 and any such suspension/termination shall not relieve Customer of any outstanding payment obligations. If CMiC suspends Customer's access to the Products pursuant to this Section 5.6 during the Term or during a Renewal Term (as the case may be) and Customer subsequently cures the breach(es) during the Term or during that Renewal Term (as the case may be), CMiC shall re-instate Customer'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, if the Term or Renewal Term (as the case may be) expires during a time while Customer'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) (provided such a termination shall not relieve Customer of any outstanding payment obligations). Customer agrees that CMiC shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to suspension or termination pursuant to this Section 5.6. Any actions by CMiC pursuant to this Section 5.6 shall not limit any other rights or remedies that CMiC may have against Customer in law, equity, or otherwise.

5.7. Under no circumstances shall any amounts paid by Customer to CMiC be refunded to Customer.

5.8. Sections 1, 4, 5.4, 5.7, 5.8, 6.2, 6.3, 7, 9, 10, and 11 and any other terms of this Agreement or the Sales Order that are meant to take place after termination or expiration of this Agreement and the Sales Order or that by their nature should survive termination or expiration of this Agreement and the Sales Order shall survive termination or expiration of this Agreement and the Sales Order and shall remain binding upon the parties in perpetuity or for such other amount of time as set forth in the specific Section, whichever is the lesser amount of time.

SECTION 6: WARRANTIES; WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

6.1. (a) CMiC represents and warrants that during the Term and each Renewal Term (i) the Products will perform substantially in accordance with CMiC's then current published product specifications; and (ii) any services provided by CMiC to Customer will be performed in a professional and workmanlike manner.

(b) In the event of a breach of the warranty set forth in Section 6.1(a)(i), above, Customer's sole and exclusive remedy, and CMiC's sole liability, will be, at CMiC's option and expense, repair or replacement of the non-conforming Product.

(c) In the event of a breach of the warranty set forth in Section 6.1(a)(ii), above, Customer's sole and exclusive remedy, and CMiC sole liability, will be, at CMiC's expense, reperformance of the non-complying service.

6.2. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, CMiC DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, ANY ASSOCIATED DOCUMENTATION, ANY SERVICES PROVIDED BY CMiC, AND ANY OTHER DATA, INFORMATION, OR OTHER MATERIAL FURNISHED TO CUSTOMER HEREUNDER, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE CONDITION THEREOF, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, AND THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

6.3. (a) In the event of any claim, demand, or action arising under this Agreement and/or the Sales Order, in no event shall CMiC's aggregate liability to Customer or to any third party exceed a total amount that is more than the amount that has been paid by Customer to CMiC for the subscription to the Products in the twelve (12) months prior to the claim, demand, or action.

(b) Notwithstanding Section 6.3(a), above, in no event shall CMiC be liable to Customer or to any third party for (i) any claims for any loss of profits, business interruption, or loss of business information; (ii) any incidental, special, exemplary, or consequential damages; or (iii) any claims or demands brought against Customer, in all cases even if CMiC has been advised of the possibility of the claims/damages.

(c) The limitations of liability set forth in Sections 6.3(a) and 6.3(b), above, shall apply irrespective of the nature of the cause of action underlying any claims, demands, or actions and even in the event of the negligence of CMiC.

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 and/or the Sales Order, Customer shall not disclose to any of its employees or to any third party any of CMiC's proprietary/confidential information, including, without limitation, the Products and associated documentation.

SECTION 8: SERVICES

8.1. The Sales Order sets out certain services the provision of which is included in the "Total CMiC Software Annual Amount" and certain services the provision of which is not included in the Total CMiC Software Annual Amount. The provision of any such services, and any work orders entered into by Customer for such services, shall be governed by the terms and conditions set out in this Agreement and in the Sales Order and by any additional terms set forth in the applicable work order (if any).

SECTION 9: NON-SOLICITATION

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

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

SECTION 10: NOTICES

10.1. Any notice due or to be given hereunder to CMiC shall be in writing and shall be sent by e-mail to an e-mail address provided by CMiC to Customer or by registered mail or overnight commercial delivery service to 4850 Keele Street, Toronto, Ontario, Canada, M3J 3K1.

10.2. Any notice due or to be given hereunder to Customer shall be in writing and shall be sent by e-mail to the e-mail address for Customer set forth on the Sales Order or by registered mail or overnight commercial delivery service to the address for Customer set forth on the Sales Order.

10.3. A notice given hereunder shall be deemed to be received (i) on the day it is sent if sent by e-mail (or if such day is not a business day then on the next business day); (ii) on the first business day after it is sent if sent by overnight commercial delivery service; and (iii) five (5) days after mailing if sent by registered mail.

SECTION 11: MISCELLANEOUS

11.1. Neither party may assign this Agreement and/or the Sales Order without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CMiC may, without Customer's consent but upon notice to Customer, assign this Agreement and the Sales Order to an affiliate, to a successor in connection with a merger, acquisition, consolidation, divestiture, spin off, change of control, or other similar such transaction, or to the purchaser in connection with the sale of all or substantially all of CMiC's assets.

11.2. This Agreement and the Sales Order shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to conflict of law principles. Any dispute arising out of this Agreement and/or the Sales Order shall be finally and exclusively settled in the Toronto courts located in Ontario, Canada. In the event of any dispute arising under this Agreement and/or the Sales Order, each party shall be responsible for its own legal costs.

11.3. Customer is responsible for ensuring its compliance with all applicable laws and regulations including, without limitation, 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.

11.4. This Agreement and the Sales Order constitute the entire and exclusive agreement between the parties with respect to the subject matter of this Agreement and the Sales Order and supersede any prior understanding and agreement between the parties 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 with respect to the subject matter of this Agreement and the Sales Order other than as expressly set out in this Agreement and/or the Sales Order.

11.5. Other than with respect to updates to this Agreement as set out in Section 5, above, this Agreement and the Sales Order may only be amended by a writing executed by both of the parties.

11.6. 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.

11.7. 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.

11.8. The use of headings in this Agreement and in the Sales Order is for convenience only and the headings are not to affect the interpretation of this Agreement or the Sales Order.

11.9. 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.

11.10. CMiC and Customer are independent contractors and nothing in this Agreement or the Sales Order creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between CMiC and Customer. Neither party has the power to bind the other party to any obligation.

11.11. Failure by a party to enforce any term of this Agreement or the Sales Order shall not be deemed a waiver of enforcement of that term or of any other term.

11.12. This Agreement and the Sales Order shall inure to the benefit of and be binding upon CMiC and Customer and each of their respective successors and permitted assigns.

11.13. If any provision of this Agreement or the Sales Order is held invalid or illegal under any applicable statute or rule of law, such invalidity or illegality shall not affect the other provisions of this Agreement or the Sales Order that can be given effect without the invalid/illegal provision and to this end the provisions of this Agreement and the Sales Order are declared to be severable.

11.14. Neither party is liable for failure or delay in performance which is proximately caused by strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, governmental action, labour conditions, pandemic, or other cause beyond its reasonable control. The failure to make any payment shall never be excused under this force majeure provision.

11.15. Customer agrees that CMiC may identify Customer as a customer of CMiC in CMiC's marketing and promotional materials, including, without limitation, in press releases, in brochures, on social media, in e-mail campaigns, and on CMiC's website. In addition, Customer agrees to participate in the creation of customer testimonials, which may include, without limitation, case studies, video testimonials, and/or quotes, which may be used, without limitation, in press releases, in brochures, on social media, in e-mail campaigns, and on CMiC's website. For the purposes set out in this Section 11.15, and for no other purpose, CMiC may use Customer's logos, trademarks, and other marks.