

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "**Agreement**" which includes all attachments hereto, including order forms, all of which are hereby incorporated herein and form an integral part hereof) is entered into as of _____ by and between N. Harris Computer Corporation, through its business unit Librestream, with offices located at 1 Antares Dr Suite 100, Ottawa, K2E 8C4 ("**Librestream**" or "**Service Provider**"), and _____, a corporation with offices located at _____ ("**Purchaser**" or "**Client**"). Librestream and Purchaser may also both be referred to as a "**Party**" and collectively as the "**Parties**".

ARTICLE 1: DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meaning ascribed thereto. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings there indicated.

1.1 "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "**Closing Date**" means the date that this Agreement is signed by both Parties.

1.3 "**Computing Device**" means any electronic and/or computing device that is capable of running the Software, including a Product.

1.4 "**Confidential Information**" means material or information proprietary to a Party, designated as "Confidential", or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, and not generally known by third parties. Confidential Information includes, but is not limited to: discoveries; ideas; concepts; software in various stages of development; marketing and development plans and procedures; information related to customers; price lists; pricing policies and financial information. For greater certainty, Librestream's Confidential Information includes (a) the Software and any portions, components or sub-files thereof; (b) the structure, sequence, internal design and organization of the Software and the concepts, methods of operations and ideas disclosed therein, together with all associated interface information; (c) any trade secrets relating to the Software and/or any Product; (d) any tangible items marked "confidential" or with a similar designation by Librestream, and/or any information disclosed visually or verbally and identified by Librestream as confidential at the time of disclosure; and (e) the terms and conditions of this Agreement.

1.5 "**Documentation**" means the materials provided or made available by Librestream relating to the Software and/or to any Product which describe the operation, function and performance of Software and/or that Product.

1.6 "**Guest User Account**" means a User License that is intended for use by an external Individual, who is not an employee of the Purchaser organization. A Guest User License is intended for use by a variety of individuals not directly employed by Purchaser, and can **only** be used for a short-term, temporary basis. A Guest User License is assigned for a minimum of 24 hours.

1.7 "**Intellectual Property**" means, to the extent that any of the following are recognized in any jurisdiction world-wide: (a) all intellectual property and/or proprietary rights, whether registered or unregistered, including without limitation copyrights, and patent rights (including without limitation applications for patent protection); (b) all publicity rights, trade dress, registered or otherwise protected trademarks, trade names, service marks and protections from trademark dilution; (c) all trade secrets, as defined in the Uniform Trade Secrets Act or its successor (which such definition is hereby adopted for purposes of this Agreement, regardless of the fact that this is federal United States legislation and that Librestream is a Canadian company), and (d) all proprietary products, services, know-how, techniques, business processes, configurations, and business methods.

1.8 "**Librestream Software**" means any Software that is proprietary to Librestream and that is not Third-Party Software.

1.9 "**Order**" means the order form, purchase order, or other documentary evidence of any nature or kind whatsoever that is related to this Agreement and that was submitted to and accepted in writing by Librestream.

1.10 "**Product**" or "**Librestream Product**" means any product developed by or for Librestream that incorporates any of the Software in any manner whatsoever.

1.11 "**Purchaser Data**" means any content, images, videos, materials, data and information that Purchaser or its authorized Users enter into the Software. Purchaser Data does not include any component of the Software or material

provided by or on behalf of Librestream.

1.12 "**Service(s)**" means the service(s) provided or required to be provided by or through Librestream under this Agreement, including but not limited to Maintenance and Support Services, Engineering and Design Services, web-based services, implementation services, reporting services, consulting, training and other advisory services, project management and customization services, or as otherwise specified.

1.13 "**Software**" means, collectively, the Librestream Software and the Third-Party Software, as well Upgrades, and includes all of the contents of the files, disk(s), CD-ROM(s) or other media or downloads of any of the Software which are installed on any Computing Device (including firmware), or which are otherwise made available online by Librestream, including: (i) all Librestream computer information or software; and (ii) any and all related instructional or supplementary documentation in human or machine readable form supplied or otherwise made available by Librestream.

1.14 "**Subscription License**" or "**Subscription Licensing**" means a license that is granted by Librestream pursuant to this Agreement to use the Software for a specified period, subject to termination in accordance with the provisions of this Agreement.

1.15 "**Third-Party Licensors**" means, collectively, those third parties who are the respective owners of the Third-Party Software, and "**Third-Party Licensor**" means any such third-party.

1.16 "**Third-Party Software**" means the software of a person other than Librestream that is embedded with the Librestream Software or that is otherwise provided to a Purchaser by Librestream along with the Librestream Software.

1.17 "**Upgrades**" means all revisions, updates, upgrades, modifications, corrections, releases, versions, fixes, program temporary fixes, replacement products and enhancements of or to any Software (including related and revised Documentation) which are provided, installed or made available online or otherwise by Librestream or any Third-Party Licensor.

1.18 "**User**" means each and every individual who uses any Software pursuant to any User Account that is issued or created pursuant to this Agreement.

1.19 "**User Account**" means an account assigned to an individual who wishes to use a Subscription License.

ARTICLE 2: ORDERS AND PAYMENT

2.1 Software is licensed on a subscription basis for the term and payment schedule stated in the order.

2.2 Librestream hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Purchaser. In the event of any conflict, this Agreement shall take precedence over any other terms and conditions.

2.3 Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date unless otherwise stated on the order. On any past due invoice, Librestream shall charge interest from the payment due date to the date of payment at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is less, plus reasonable attorney fees and collection costs incurred in collecting such past due amounts.

ARTICLE 3: LICENSE GRANT

3.1 Subject to Purchaser's compliance with the terms and conditions of this Agreement, Librestream hereby grants to Purchaser, during the term of this Agreement, a worldwide, non-transferable, non-exclusive, revocable, limited license to use the Software for Purchaser's internal business purposes only. Any default or non-compliance on the part of Purchaser with this Agreement shall give Librestream the right to immediately discontinue service and/or terminate this Agreement without liability to Purchaser.

3.2 Purchaser acknowledges and agrees that it is responsible for each User's compliance with the terms of this Agreement.

3.3 Any use of the Software which is not expressly authorized by this Agreement is strictly prohibited and shall constitute a material breach of this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision of this Agreement, in no event may Purchaser do any of the following or permit any third-party to do any of the following:

- a) transfer, assign or sublicense any of its license rights to any other person; or
- b) distribute, license, sublicense, rent, lease or sell the Software or any portion thereof as a standalone

- product - any such distribution, license, sublicense, rent, lease or sale shall be null and void; or
- c) circumvent in any manner whatsoever the activation process that needs to be followed in order to use the Software as authorized by this Agreement; or
 - d) make error corrections to or otherwise modify or adapt the Software or any portion thereof; or
 - e) reverse engineer, decrypt, disassemble or decompile the Software or any portion thereof, or otherwise reduce the Software of any portion thereof to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this prohibition; or
 - f) create any derivative works based upon the Software or any portion thereof or take any actions that would cause the Software or any portion thereof to become subject to the GPL, the LGPL or any other open source license (unless that portion is already expressly subject to the GPL, the LGPL or any other open source license, as expressly noted in the Third-Party Software and Third-Party Licensor Notices in 5.14); or
 - g) use the Software or any portion thereof to perform services for third parties outside the scope of Purchaser's internal business purposes, whether on a service bureau or time sharing basis or otherwise, without the prior express written consent of Librestream. For greater clarity, the Software may be used to perform services for Purchaser's employees, customers, contractors, suppliers, and affiliates.
- 3.4 The Software is licensed, not sold, and is protected by the copyright laws of Canada and other countries and by international treaty provisions. All right, title and interest in and to the Software and any copies thereof, regardless of form or media, shall remain solely with Librestream or the Third-Party Licensors, as the case may be. Except as expressly provided herein, this Agreement does not grant Purchaser any rights under any of Librestream's or any Third-Party Licensor's patents, copyrights, trade secrets, trademarks or other Intellectual Property rights. Librestream and each Third-Party Licensor retain all rights not explicitly granted herein.
- 3.5 Purchaser may make such limited copies of the Software as are strictly necessary for backup purposes only, provided that Purchaser (a) does not copy the Software onto any public or distributed network; and (b) does not remove, obscure or destroy, and reproduces on all copies of the Software so made, any Librestream and any Third-Party Licensor names, logos, copyright or other notices, trademarks and other proprietary markings which appear on the Software.
- 3.6 User Accounts are only valid for the period for which a Purchaser has paid for the applicable subscription license. Once such period expires with no further payment, then that User Account will become invalid, and Purchaser will no longer be able to use the Software via that User Account.
- 3.7 User Accounts are for use by a single individual only per license and may not be shared between multiple people, generic accounts used by multiple people (e.g. "service", "accounting", etc.), bots, and/or other automated or virtual accounts. The username and password for a User Account are personal to the individual to whom that User Account is assigned and are not to be shared with any other person under any circumstances. Purchaser shall maintain reasonable security measures to prevent unauthorized access to User Accounts. Notwithstanding the foregoing, Purchaser shall be responsible and liable for all use of the Software licensed to Purchaser pursuant to this Agreement, regardless of whether such use is authorized by this Agreement and/or by Purchaser, including any unauthorized access resulting from Purchaser's failure to maintain adequate security.
- 3.8 In the use of Onsite Platform Manager ("OPM") software, Purchaser may install one copy of OPM as well as one backup copy. As long as Purchaser has valid on-premise client licenses, Purchaser may use OPM strictly to manage these licenses and for no other purpose whatsoever. On-premise client licenses are only valid for the period of time for which a Purchaser has paid for the applicable subscription license. Once such period expires with no further payment, then those on-premise client licenses will become invalid, and Purchaser will no longer be able to assign those licenses via OPM. If Purchaser no longer has any valid on-premise client licenses, Purchaser must immediately cease the use of OPM and uninstall all copies of OPM.
- 3.9 Librestream may suspend any use of the Software or remove or disable any account or content that Librestream reasonably and in good faith believes violates this Agreement or poses a security risk to Librestream's systems, other customers, or third parties. Librestream will use commercially reasonable efforts to notify Purchaser prior to any such suspension or disablement, unless Librestream reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to Librestream or a third-party. Under circumstances where notice is delayed, Librestream will provide

notice if and when the related restrictions in the previous sentence no longer apply.

- 3.10 Schedules providing (A) Librestream Software and Librestream Notices; (B) Third-Party Software and Third-Party Licensor Notices; and (C) Apple/iOS Terms And Conditions are located at: <https://librestream.com/eula-schedules/>

ARTICLE 4: AUDIT RIGHTS AND INDEMNITY

- 4.1 Purchaser shall, within thirty (30) days following Purchaser's receipt of written request from Librestream, fully document and certify all uses of the Software that Purchaser or any User has made within the period of twelve (12) months prior to the date of receipt of such request. In addition, Purchaser shall, upon reasonable advance written notice of at least ten (10) business days and during normal business hours, provide access and allow Librestream or its designated third-party auditor to inspect Purchaser's books, records and computer systems in order to confirm Purchaser's and/or its Users' compliance with this Agreement
- 4.2 In the event that any such request, response or audit determines that Purchaser and/or any User is or was using the Software in a manner that exceeds or exceeded its license or other usage rights, Purchaser shall immediately pay to Librestream any amount(s) that are required to rectify such excessive use.
- 4.3 In the event that any such request, response or audit determines that Purchaser and/or any User is otherwise not in compliance with this Agreement, this Agreement may be subject to termination as contemplated in Article 12. Such termination shall be in addition to, and not in lieu of, any other right or remedy that Librestream may have pursuant to this Agreement or otherwise with respect to such non-compliance.
- 4.4 Purchaser shall indemnify Librestream and save Librestream harmless from and against any and all losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) that arise out of or are attributable in any manner whatsoever to any non-compliance on the part of Purchaser, any User and/or those for whom it is in law responsible with any provision of this Agreement.
- 4.5 Librestream will defend, indemnify and hold harmless the Purchaser against any claim that the Librestream Software infringes any third-party intellectual property rights. In the event that any Librestream Software becomes, or in Librestream's opinion is likely to become, the subject of a claim for which Librestream is required to indemnify the Purchaser pursuant to this Section, Librestream may, at its discretion: (a) obtain for the Purchaser, at no additional cost to the Purchaser, the right to continue using that Librestream Software under this Agreement; (b) modify or replace that Librestream Software or any portion thereof, at no additional cost to the Purchaser, to avoid such claim; or (c) if Librestream determines that neither (a) nor (b) is commercially practicable, terminate the applicable Librestream Software licenses and, if such termination involves all of the Librestream Software then licensed to the Purchaser, this Agreement as well, and provide the Purchaser with a full refund of all prepaid license fees paid by the Purchaser for the Librestream Software licenses that are being terminated that relate to the balance of the term of such licenses. Librestream hereby represents that it is not aware of any such claim or of any rights to make any such claim.
- 4.6 In the event that the Purchaser shall become aware of any claim, proceeding or other matter (a "Third-Party Claim") in respect of which Librestream agreed to indemnify the Purchaser pursuant to Section 5.5 of this Agreement, the Purchaser shall promptly give written notice thereof to Librestream. Such notice shall specify with reasonable particularity (to the extent that the information is available) the factual basis for the Third-Party Claim and the amount of the Third-Party Claim, if known. If, through the fault of the Purchaser, Librestream does not receive notice of any Third-Party Claim in time to contest effectively the Third-Party Claim, Librestream shall be entitled to set off against the indemnified amount the reasonable amount of any losses, damages, costs and expenses that Librestream can prove resulted from the Purchaser's failure to give such notice on a timely basis if any.
- 4.7 Librestream shall, at its expense, promptly assume control of the negotiation, settlement or defense of any Third-Party Claim and shall reimburse the Purchaser for all the Purchaser's out-of-pocket expenses incurred in acknowledging the Third-Party Claim and in advising Librestream of the Third-Party Claim. The Purchaser, at its expense (which shall not be subject to reimbursement by Librestream), shall have the right to participate in the negotiation, settlement or defense of such Third-Party Claim and to retain counsel to act on its behalf. If Librestream fails to defend the Third-Party Claim within a reasonable period of time after being notified of it, the Purchaser shall be entitled to assume such control, at Librestream's expense, and Librestream shall be bound by the results obtained by the Purchaser with respect to such Third-Party Claim; provided that the

Purchaser gives at least ten (10) days' written notice to Librestream of its intention to assume such control and Librestream fails to defend the Third-Party Claim during such notice period.

- 4.8 Librestream shall not agree to settle any Third-Party Claim without the Purchaser's written consent unless such settlement: (A) includes a release of all liability pending against the Purchaser pursuant to the Third-Party Claim; (B) allows the Purchaser to continue using the Librestream Software as contemplated by this Agreement; and (C) does not contain an admission of wrongdoing by the Purchaser.
- 4.9 The Purchaser shall provide such assistance to Librestream as Librestream may reasonably request for the purpose of negotiating, settling, or defending any Third-Party Claim, and Librestream shall reimburse the Purchaser for any expenses reasonably incurred by the Purchaser in providing such assistance.

ARTICLE 5: CONFIDENTIAL INFORMATION

- 5.1 During and after the Term, Recipient will: (a) use the Confidential Information of the other Party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third-party, except on a need-to-know basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.
- 5.2 If Recipient is required by law to disclose Confidential Information of the other Party or the terms of this Agreement, Recipient will give prompt written notice to the other Party before making the disclosure, unless prohibited from doing so by the legal or administrative process and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.
- 5.3 Recipient acknowledges that any actual or threatened breach of this Article may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Article, has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Article.

ARTICLE 6: NO LIABILITY FOR INDIRECT DAMAGES

- 6.1 Except for a party's gross negligence, willful misconduct, or fraud or a party's infringement or misappropriation of the other party's intellectual property rights, in no event will either party be liable to the other party for any indirect, incidental, special, exemplary, punitive, or consequential damages under this Agreement, and/or Purchaser's (and/or any of its Affiliate's or any of its user's) use of, delay in using or inability to use the Software, any confidential information and/or any Computing Device, including but not limited to lost or corrupted data, lost profits or lost goodwill, business interruption or loss of information, failure to realize savings, or for any claim or demand against a party, even if the other party may have been advised of the possibility of such losses or damages whether in contract, tort, or otherwise, even if advised of the possibility of such damages.

ARTICLE 7: LIMITED LIABILITY FOR DIRECT DAMAGES

- 7.1 Regardless of circumstances and regardless of the form of action, whether in contract under this Agreement or in tort, including negligence or products liability, and to the maximum extent permitted by applicable law, the cumulative liability of Librestream and the third-party licensors for any direct damages arising out of or resulting in any manner whatsoever from this Agreement and/or Purchaser's (and/or any of its Affiliate's or any of its user's) use of, delay in using or inability to use the Software, any confidential information and/or any computing device, including without limitation any uncured material default, breach or failure on the part of Librestream or any third-party licensor under this Agreement, shall in no event exceed 50% of the fees paid to Librestream by Purchaser pursuant to this Agreement for the product(s) and/or service(s) to which such direct damages are attributable and during the period of 12 months prior to such direct damages being incurred.
- 7.2 For the purposes of Section 7.1, "direct damages" means the actual out-of-pocket expenses incurred by the Purchaser as a result of, and directly attributable to, any breach by Librestream of any of its obligations under this Agreement, that were so incurred for the purpose of putting the Purchaser in the position that it would have been

in had Librestream not so breached this Agreement, and that flow naturally from such breach and would be reasonably foreseeable should such a breach occur. For greater certainty, “direct damages” shall not include any other loss or damage, including indirect, special, consequential, incidental, exemplary or punitive losses or damages.

ARTICLE 8: FORCES BEYOND EITHER PARTY’S CONTROL

Neither party will be liable for any failure or delay in performing under this Agreement, *except for payment obligations*, where such failure or delay is due to causes beyond its reasonable control, including events such as natural catastrophes, public health emergencies, governmental acts or omissions, laws or regulations, war, or terrorism.

ARTICLE 9: USE OF PRODUCTS AND OWNERSHIP OF DATA

- 9.1 Products are not authorized for use in situations contrary to Librestream’s specifications where such misuse may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Purchaser uses or sells the Products for use in any such applications, Purchaser acknowledges that such use or sale is at Purchaser’s sole risk. Purchaser will indemnify, defend and hold Librestream harmless from and against all losses, damages, liabilities and costs (including reasonable attorneys’ fees and court costs) arising out of or in connection with such use or sale.
- 9.2 Purchaser Data processed using the Software is and will remain, as between Purchaser and Librestream, owned by Purchaser. Purchaser hereby grants Librestream the right to process, transmit, store or disclose the Purchaser Data in order to provide the Software and services to Purchaser as per this Agreement, to enforce Librestream’s rights under this Agreement, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by law, and as otherwise set forth in this Agreement.
- 9.3 Purchaser is responsible for Purchaser Data (including Purchaser personal data) as entered into, supplied or used by Purchaser and its authorized Users with the Software. Further, Purchaser is solely responsible for determining the suitability of the Software for Purchaser’s business and complying with any applicable data privacy and protection regulations, laws, or conventions applicable to Purchaser Data and Purchaser’s use of the Software. Purchaser grants to Librestream the non-exclusive right to process Purchaser Data (including personal data) in accordance with applicable data protection provisions and the technical and organizational measures for Librestream: (a) to provide the Software and services as per this Agreement; (b) to verify Purchaser’s compliance with the restrictions set forth in Article 3LibrestreamPurchaser; (c) to enforce Librestream’s rights and remedies under this Agreement; (d) to improve and develop Librestream’s products and services; and (e) as otherwise set forth in this Agreement.
- 9.4 Purchaser may provide input to the Services, including Purchaser Data, (“Input”), and receive output generated and returned by the Services based on the Input (“Output”). Input and Output are collectively “Content.” As between the Parties and to the extent permitted by applicable law, Purchaser owns all Input. Librestream hereby assigns to Purchaser all its right, title and interest in and to Output. Librestream may use Content to provide and maintain the Services, comply with applicable law, enforce this Agreement, and improve Librestream’s products and services in accordance with Section 9.7. Purchaser is responsible for Content, including for ensuring that it does not violate any applicable law or the terms of this Agreement.
- 9.5 Given the inherent nature of machine learning and artificial intelligence, use of the Services may in some situations result in incorrect Output that does not accurately reflect real people, places, or facts. Purchaser is responsible for evaluating the accuracy of any Output as appropriate for its use cases, including human review of the Output. Purchaser will indemnify, defend and hold Librestream harmless from and against any and all losses, damages, liabilities and costs (including reasonable attorneys’ fees and court costs) arising out of or in connection with Purchaser’s use of Output.
- 9.6 Librestream owns all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the Software, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto and/or provided hereunder. All deliverables provided by or for Librestream in the performance of the Software and services as per this Agreement, excluding Purchaser Data, Content, and Purchaser Confidential Information, are owned by Librestream.
- 9.7 Purchaser agrees that Librestream may collect and analyze quantitative data derived from the use of the Software strictly for Librestream internal use for the purposes of benchmarking, analytics, marketing, and other internal business purposes.

ARTICLE 10: WARRANTY, MAINTENANCE, AND SUPPORT SERVICES

10.1 Upon the date of delivery, Librestream shall provide maintenance and support services (“**Maintenance Services**”) as per https://librestream.com/media/Librestream-Onsight_Technical_Service_Program_v3.pdf.

10.2 Upgrades are included as part of Maintenance Services, provided that this Agreement is in effect and Purchaser is not in default under this Agreement:

a) where Purchaser has been provided with a non-customized version of Software, Librestream shall automatically send to Purchaser all Upgrades to the Software as soon as such Upgrades have been made available to any of Librestream's other customers who are using that non-customized version; and

b) where Purchaser has been provided with a customized version of Software, Librestream shall automatically send to Purchaser all Upgrades to that customized version as soon as reasonably possible following Librestream being satisfied with the feedback received by it regarding the Upgrades that it provided to its customers using the non-customized version of that Software.

Librestream agrees to give Purchaser all reasonable remote assistance to install same, at no cost to Purchaser. Librestream shall not be obligated to provide Maintenance Services for any Software that is more than one (1) release behind the then current release of the non-customized version of the Software that is being offered to all of Librestream's other customers. For purposes of this Agreement, an Upgrade, once incorporated into the Software, shall be considered "Software" for all purposes hereunder.

10.3 Librestream warrants that the Librestream Software will perform in substantial conformance to the applicable Librestream published specifications for that Librestream Software for as long as Purchaser maintains active subscription licenses, provided that (a) the Librestream Software remains unmodified by anyone other than Librestream; (b) the Librestream Software is and has always been operated under normal and proper conditions on the Computing Device on which that Librestream Software is licensed to be used; (c) the Librestream Software has not been used in any manner for which it was not designed; (d) the Librestream Software has not been used with any unauthorized software, hardware or third-party equipment; and (e) Purchaser is not in breach of this Agreement.

10.4 Purchaser's sole and exclusive remedy (at law, in equity or otherwise), and the sole and entire responsibility and liability of Librestream, with respect to any software warranty claim, is for Librestream to use commercially reasonable efforts to bring the non-warranty-compliant Librestream Software into substantial conformance with its published specifications as quickly as reasonably possible under the circumstances.

10.5 Librestream cannot warrant that the functionality of the Software will satisfy any or all of Purchaser's requirements, that the Software will work in combination with any hardware or software products provided by third parties, that the operation of the Software will be uninterrupted or error free, or that all errors or defects in the Software will be corrected. Software upgrades, if any, will be provided at the sole discretion of Librestream. Purchaser acknowledges and agrees that software in general is not error-free, and that the existence of minor errors or defects in the Software does not mean that the Software does not perform in substantial conformance with its applicable published specifications. Librestream shall not be responsible for the reconstruction of any corrupted or lost data files.

10.6 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, Librestream DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES.

ARTICLE 11: EXPORT/IMPORT

11.1 The Software and certain Products sold by Librestream and other related technology and documentation are subject to export control laws, regulations, and orders of the United States and the export or import control laws and regulations of other countries. Purchaser will not directly or indirectly export or divert any of the Software or any of the Products or any other related technology and documentation to any third-party or country where such export or transmission is restricted or prohibited. Purchaser agrees it is responsible to obtain any license to export, re-export, or import as may be required.

ARTICLE 12: TERM AND TERMINATION

12.1 This Agreement shall commence on the Closing Date and shall terminate once the time period listed in the Order

Form has elapsed (the "**Term**" of this Agreement).

- 12.2 This Agreement (including the associated Order Form) shall automatically renew on the same terms and conditions contained herein (except for pricing, which shall be subject to Section 12.3) for a series of consecutive one (1) year renewal periods unless either Party advises the other Party in writing at least sixty (60) calendar days prior to the end of the then current Term that it does not wish to renew.
- 12.3 Once less than sixty (60) calendar days remain before the end of the current Term and if Purchaser has not provided Librestream with written notice of its intention not to renew, Librestream shall invoice Purchaser for the next one (1) year renewal period. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time based priced subscriptions will be at Librestream's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription length for any services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term per-unit pricing.
- 12.4 Purchaser agrees that it may only terminate this Agreement (including the associated Order Form) prior to the end of the Term upon providing at least ninety (90) calendar days' written notice to Librestream AND solely in the event of a material failure by Librestream to meet its material obligations as detailed in this Agreement which remains unremedied at least thirty (30) days after written notice of that failure is provided by Purchaser to Librestream. Any termination by Purchaser under this Section shall not relieve Purchaser of its obligation to pay all fees due for the remainder of the then-current Term.
- 12.5 Without prejudice to any other right or remedy which may be available to Librestream, the licenses and this Agreement may be terminated by Librestream immediately upon written notice to Purchaser in the event that Purchaser:
 - 12.5.1 fails to comply with any provision of this Agreement and fails to remedy that failure within thirty (30) days of receiving written notice of that failure from Librestream; or
 - 12.5.2 makes any voluntary arrangement with its creditors for the general settlement of its debts or becomes subject to the supervision of a bankruptcy tribunal; or
 - 12.5.3 has an order made against it, or passes a resolution, for its winding-up, or has a lien holder take possession of, or has a receiver or similar officer appointed over, all or substantially all of its property or assets
- 12.6 Upon expiration or termination of this Agreement for any reason and after all existing Orders have reached the end of their respective terms, Purchaser agrees to immediately cease use of, and to return or destroy, at Librestream's sole option, the Software and any other Librestream Confidential Information in Purchaser's possession, custody or control, together with all copies, including but not limited to deletion of the foregoing from any Computing Device on which the Software or any portion thereof may have been installed, and to certify such return or destruction in writing. Purchaser also agrees that Librestream may immediately terminate all User Accounts that relate to Purchaser, thereby denying Purchaser and all of the individuals to whom Purchaser has assigned a User Account any further access to and use of the Software.
- 12.7 The following provisions of this Agreement shall survive any expiration or termination of this Agreement for any reason whatsoever – Sections 2.3, 3.3 - 3.9, 4.1, 9.1, and 12.6, as well as all of Articles 5, 6, 7, 8, 10, 11 and 13, and all relevant definitions, Orders, Appendices, Schedules and Exhibits.

ARTICLE 13: GENERAL PROVISIONS

- 13.1 This Agreement shall be construed and governed by the laws in force in the Province of Manitoba, excluding its conflict of laws rules. The Parties consent to the jurisdiction of all the courts in Manitoba, and agree that, except for requests for injunctive or other equitable relief, venue shall lie exclusively in Manitoba. The Parties exclude in its entirety the application to this Agreement of the United Nations convention on contracts for the international sale of goods.
- 13.2 Notices. Any notice, consent, demand, or request required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered personally or by a nationally recognized courier service, e-mailed, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth on the signature page hereof or to any other address as either Party may designate in a written notice to the other.
- 13.3 The Parties agree that each is being engaged as an independent entity. Nothing contained in this Agreement, nor any action taken by any Party, shall create any agency, employment, partnership, fiduciary or joint venture

relationship between the Parties and/or the Parties' representatives. Librestream shall be solely responsible for its representatives, regardless of where such representatives are located.

- 13.4 Purchaser represents and warrants that (i) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) it is not listed on any U.S. Government list of prohibited or restricted parties.
- 13.5 This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person, including without limitation, any subcontractors, sub-vendors, or anyone designated as a reseller.
- 13.6 The Parties agree that there will be no public announcement or other disclosure of this Agreement, or any related discussions or negotiations, until they have mutually agreed thereto or unless otherwise required by law or by regulatory rule or policy. If either Party is required by law or regulatory rule or policy to make a public announcement, it will provide as much notice to the other Party as reasonably possible, including the proposed text of the announcement. Subject to the foregoing, the Parties hereto will keep the terms of this Agreement strictly confidential, and will ensure that their respective officers, directors, employees, representatives and agents abide by such confidentiality requirements.
- 13.7 Librestream may use Purchaser’s name and logo in sales efforts including websites and presentations but shall not disclose any Confidential Information, nor the amount of any fees paid. PURCHAER shall have the sole authority to pre-approve any press releases or case studies utilizing Purchaser’s name or logo
- 13.8 The Parties acknowledge that they are responsible for compliance at all times with applicable privacy laws which govern the collection, use and disclosure of personal information acquired by or disclosed to the Parties pursuant to or in connection with this Agreement (the “**Disclosed Personal Information**”), and each Party hereby agrees to comply with all such applicable privacy laws. Neither Party shall use the Disclosed Personal Information for any purposes other than those relating to the performance of this Agreement.
- 13.9 Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by Purchaser without Librestream’s prior written consent, which shall not be unreasonably withheld or delayed; PROVIDED THAT it shall not be unreasonable for Librestream to withhold its consent if the assignee is an entity that Librestream, in its sole discretion, would not have signed a Master Service Agreement with. Librestream may assign this Agreement and all of its rights, interests and obligations hereunder to a third-party that is acquiring all or substantially all of Librestream’s assets or all or substantially all of the Products and/or Software that is/are the subject of this Agreement.
- 13.10 Unless otherwise expressly stated, all dollar amounts in this Agreement are expressed in US dollars.
- 13.11 In the event that Purchaser is a governmental entity, only the department(s) or agency(s) specifically licensed in the Purchase Order to use the Software shall have the right to use the Software. Governmental departments or agencies not so specifically licensed must have a separate license and must pay additional license fees.
- 13.12 Purchaser hereby acknowledges that its breach of this Agreement may cause irreparable harm and significant injury to Librestream and/or one or more of the Third-Party Licensors in an amount that may be difficult to ascertain and for which a remedy at law may be inadequate. Accordingly, Purchaser hereby agrees that, in addition to any other rights and remedies it may have, Librestream shall have the right to seek injunctive or any other form of equitable relief in any court of competent jurisdiction to enforce Purchaser’s obligations under this Agreement, in the event of any breach or threatened breach of any such obligation(s).
- 13.13 This Agreement (and any appendices, exhibits, or addendums thereto) may not be modified or amended except by a written document executed by a duly authorized representative of each Party.
- 13.14 No Waiver; Remedies. No right or breach is waived except by a written waiver signed by an authorized representative of the waiving Party. Any waiver applies only to the specific instance waived and is not a continuing or other waiver. All rights and remedies are cumulative and may be exercised without prejudice to any other rights or remedies.
- 13.15 If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, the provision shall be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement shall continue in full force and effect.
- 13.16 Electronic Signatures. This Agreement may be executed electronically and in counterparts, each of which is deemed an original, constitutes a writing, satisfies all legal signature and writing requirements, and is

enforceable to the same extent as a handwritten signature. This Agreement, and any amendments hereto and any waiver hereof, may be executed in counterparts, all of which taken together shall constitute one single agreement between the Parties.

- 13.17 Interpretation. Headings are for reference only and do not affect interpretation. References such as “herein” refer to this Agreement as a whole. Each Party had the opportunity to consult counsel, and no rule construing ambiguities against the drafting Party applies.
- 13.18 This Agreement constitutes the entire agreement between the Parties with respect to the license of the Software and the other subject matter of this Agreement and supersedes and terminates all other prior and/or contemporaneous verbal and/or written agreements and understandings with respect thereto. No modifications to this Agreement shall be enforceable except when in writing and signed by an authorized signatory of both Parties. Without limiting the generality of the foregoing, the terms and conditions of any purchase order or other document submitted by Purchaser to Librestream or to any Librestream distributor or other representative shall not be binding on Librestream unless definitively accepted in writing by Librestream.
- 13.19 Dispute Resolution. In the event of any controversy or claim arising out of, or relating to, the provision services hereunder, or a breach by either Party, other than non-payment, the Parties agree to escalate such matter to their respective executives who are not directly involved in the project delivery or receipt for resolution. If such cannot be resolved through a good faith effort by executives after 10 business days, then the Parties agree to settle the matter through binding arbitration through the platform provided by New Era ADR, Inc. (<https://app.neweraadr.com/>) (the “New Era Platform”) in accordance with its rules and procedures for “Virtual Expedited Arbitrations” by a professional neutral(s) with experience in resolving commercial disputes (the “Neutral”). The Parties agree to treat any award made by the arbitral tribunal as final and binding upon them and immediately enforceable against them and undertake not to exercise or seek to exercise any right of appeal or other challenge against such final award before any court or jurisdiction. Notwithstanding the foregoing, nothing in this Agreement shall prohibit either Party from seeking any preliminary, emergency or interim injunctive relief in any court of competent jurisdiction. Costs of arbitration shall be borne by the Parties equally.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

N. Harris Computer Corporation

Purchaser

By _____
Authorized Signatory

By _____
Authorized Signatory

Name _____

Name _____

Date _____

Date _____

Address for Legal Notices:

Address for Notices:

Librestream, N Harris Computer Corporation
1 Antares Dr
Suite 100
Ottawa, Ontario, Canada
K2E 8C4