

VELIXO REPORTS LICENSE AGREEMENT

17 March 2020

This End-User License Agreement (this "Agreement") is a legal contract between you, as either an individual or a single business entity, and Velixo ("Velixo").

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1.3. Operating Environments.

You acknowledge that Velixo licenses the Software for use with (1) operating environments (web browsers, cloud services, servers, peripherals, database management systems and operating systems) supported by Velixo, or (2) operating environments compatible with those supported by Velixo. Velixo makes NO representation as to what environments are compatible with supported operating environments.

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2. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

2.1. Use Reporting, License Violations and Remedies.

Velixo reserves the right to gather data on key usage including license key numbers, server IP addresses, domain counts and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. Velixo expressly prohibits simultaneous, multiple installations of our licensed products and domain count overrides without prior written approval. Any unauthorized use shall be considered by Velixo to be a violation of this Agreement. Velixo reserves the right to remedy violations immediately upon discovery, by giving written notice thereof to you and changing the then current list price of unauthorized keys to the credit card used to make the original, authorized purchase, or by any other means necessary. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

2.2. Loss of License Key.

If your license key is stolen, or if you suspect any improper or illegal usage of your license outside of your control you should promptly notify Velixo of such occurrence. A replacement license will be issued to you and the suspect license will be allowed to expire.

2.3. Proprietary Rights to Software and Trademarks.

You acknowledge that the Software and the Documentation are proprietary to Velixo, and the Software and Documentation are protected under Canadian and United States copyright law and international treaties. You further acknowledge and agree that, as between you and Velixo, Velixo owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant you any ownership interest in or to the Software or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Any and all trademarks or service marks that Velixo uses in connection with the Software or with services rendered by Velixo are marks owned by Velixo. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

2.4. Restrictions on Use of the Software and License Keys.

You shall permit only authorized users, who possess rightfully, obtained license keys, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, you shall not make available the Software, Documentation, or any license key to any third party. You will use your best efforts to cooperate with and assist Velixo in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

3. Subscription Fees

The subscription fees paid by you are paid in consideration of the license granted under this Agreement. Velixo does not refund subscription fees except as set forth in this Agreement. By accepting this Agreement you fully understand that once subscription fee payment is made to Velixo you will have no recourse for receiving a refund of any part of the fees.

4. TERM AND TERMINATION

4.1. This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated.

4.2. Your license includes an expiration date that can result in the termination of the license. Your subscription fees must be processed prior to the expiration date of your license in order for the license updates to be performed and the license to use the Software to be extended. For your convenience Velixo provides license expiration warnings in the product interface should there be any issues that would cause the product license to expire. It is your responsibility to contact Velixo regarding any potential expiration that you deem inappropriate. Velixo is not liable for any damages or costs incurred in connection with expiring licenses.

4.3. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. If you fail to pay the applicable subscription fees, Velixo shall have the right to disable the Software. You may terminate this License Agreement at any time by: (i) providing written notice of your decision to terminate the Agreement to Velixo, and (ii) either returning the Software, Documentation, all copies thereof, and all license keys that you have obtained to Velixo or destroying all such materials and providing written verification of such destruction to Velixo. Velixo may terminate this Agreement if you breach any term of the Agreement by giving you written notice of your breach and Velixo's decision to terminate the

Agreement. Upon termination of this Agreement by Velixo, you agree to either return to Velixo the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Velixo. If this Agreement is terminated, Velixo reserves the right to refuse to license the Software to you in the future. Once the Software is disabled as a result of termination of this Agreement, Velixo reserves the right to impose a charge for access to the disabled Software.

5. REMEDIES, INDEMNIFICATION

5.1. Velixo shall, at its expense, indemnify you against any and all actions, liabilities, losses, damages, judgments, grants, costs and expenses, including reasonable attorneys' fees, related to any claim made by an unaffiliated third party that the Software infringes its patent, copyright or trademark or misappropriates its trade secret; provided (i) you notify Velixo, in writing, not later than 30 days after you receive notice of the claim, (ii) you give Velixo sole control of the defense and any settlement negotiations, and (iii) you cooperate with Velixo in defending against or settling the claim. Notwithstanding the foregoing, Velixo's indemnification obligations will not be relieved due to Client's failure to meet the notification requirement in Section 5.1(i) above unless and to the extent Velixo is actually prejudiced by Client's delay. Velixo's obligation of indemnification will not apply to the extent that the claim is based on:

(i) your use of the Software after Velixo notifies you to discontinue use due to such a claim; (ii) your combining the Software with non-Velixo product, data or business process including third party add-ons or programs; (iii) damages attributable to the value of your use of a non-Velixo product, data or business process; (iv) your altering or modifying the Software, including any modifications by third parties; or (v) your use of the Software in violation of this Agreement. You will reimburse us for any costs or damages that result from these actions. If Velixo receives information concerning an infringement or misappropriation claim related to the Software, Velixo may, at its expense and within a reasonable time, either (i) procure for you the right to continue to run the Software or (ii) modify the Software or replace it with a functional equivalent, to make it non-infringing, in which case you will stop using the allegedly infringing Software immediately. If, as a result of an infringement or misappropriation claim, your use of the Software is enjoined by a court of competent jurisdiction, Velixo will, at its option and within a reasonable time, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license granted in this Agreement. This Section 5.1 constitutes your exclusive remedy for third party infringement and trade secret misappropriation claims.

5.2. You will, at your own expense, indemnify and hold Velixo, and its subsidiaries and affiliates, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any claim made by an unaffiliated third party related to the negligence or willful misconduct in use of the Software by you, or any party acting upon your authorization, in material breach of this Agreement.

6. LIMITED WARRANTIES; DISCLAIMER

6.1. Limited Warranties.

Velixo warrants to you that (i) the Software (including updates) will perform in all material respects as described in the Documentation, provided that, problems caused by your acts or failures to act, or caused by software or hardware not provided by Velixo shall be excluded; and (ii) the Software (including updates) is and will be free of malicious code (software designed to intentionally infiltrate or damage a computer system without the owner's consent) and malware (software intended to disrupt computer operation, gather sensitive data, or gain access to computer systems, including, without limitation, viruses, worms, Trojan horses, root kits, spyware and adware). This limited warranty covers the Software for a period of six (6) months after acquired by you. If you receive updates to the Software, this limited warranty covers the update to the Software for thirty (30) days or the balance of the original 6 month warranty period, whichever is longer.

6.2. Exclusive Remedies.

In the event of any material breach of the limited warranty in Section 6.1(i), Velixo will use reasonable effort, at its expense, to make available to you corrections sufficient to eliminate any demonstrable material breaches within thirty (30) days of notice of the material breach. In the event of any material breach of the warranty in Section 6.1(ii), Velixo will promptly cure, at its expense, the material breach. If Velixo fails to provide the remedies specified in this Section within a reasonable period of time, but in no event more than thirty (30) days of notice of the breach, you may elect, as your exclusive remedy, to terminate the license and return the Software and receive a refund of the subscription fees paid by you for the Software.

6.3. Purchase of License From Third Parties.

If you obtained the Software from a third party (such as a reseller), you must report breaches of the limited warranties specified in Section 6.1 to the third party, and the remedies specified in Section 6.2 shall be provided to you by the third party, and not directly by Velixo.

6.4. Disclaimers.

EXCEPT AS PROVIDED IN THIS SECTION 6, VELIXO DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITING THE FOREGOING, VELIXO EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.

7. Limitation of Liability.

EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION VELIXO'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, SHALL BE LIMITED TO THE AMOUNT OF LICENSE FEES PAID TO VELIXO BY YOU UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GENERAL TERMS

8.1. Governing Law and Choice of Forum.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec, without regard to the conflicts of law rules thereof. The courts of Montreal shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement. The parties agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes.

8.2. Severability.

If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

8.3. Survival.

Articles 2, 5, 6, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

8.4. Headings.

The Article and Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.5. No Waiver.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.6. Right To Use Name.

Unless you provide Velixo with written notice to the contrary, you give Velixo the right to use your name in print, on-line, and in other multimedia advertising and marketing materials for the purpose of disclosing that you are a customer of Velixo.

8.7. Amendment.

Velixo reserves the right, in its sole discretion, to amend this Agreement from time to time. If there is a conflict between this Agreement and the most current version of Velixo's End User License Agreement, posted at

www.velixo.com, <<http://www.velixo.com/>> the latter will prevail. If you do not accept amendments made to this Agreement, then this agreement will be immediately terminated pursuant to Section 4.

8.8. Taxes.

You shall, in addition to the subscription fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of Velixo. You shall reimburse Velixo for the amount of any such taxes or duties paid or incurred directly by Velixo as a result of this transaction.

8.9 Language.

The parties have requested that this Agreement and all ancillary documents be drafted in English. Les parties aux présentes ont exigé que ce contrat ainsi que tout document s'y rapportant soient rédigés en anglais.

9. UNITED STATES GOVERNMENT RESTRICTED RIGHTS

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